

## Collective Labour Agreement (CLA) for LISER Employees

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**BETWEEN**

LISER, Luxembourg Institute of Socio-Economic Research, whose registered address is L-4366 Esch-sur-Alzette, 11, porte des Sciences, represented by Nicole Kerschen, President of the Board of Directors, Jean-Marc Goy, Vice-president of the Board of Directors, Aline Muller, CEO, and Ulrike Kohl, Head of Human Resources,

Hereafter referred to as « the Centre » or « the Employer »

**AND**

The OGBL, Onafhängege Gewerkschaftsbond Lëtzebuerg (Independent Trade Union Confederation of Luxembourg), registered at L-4171 Esch-sur-Alzette, 60 boulevard J.F. Kennedy, represented by Frédéric Krier, Central Secretary, Marc Schneider, Anne-Sophie Genevois, and Philippe Gerber, Members of the Tariff Commission,

Hereafter referred to as « the Union »

The Centre and the Union are also referred to as the « Parties »

hereby agree to the following:

## I. INTRODUCTION

### Article 1. Definitions and References

The terms used hereafter should be understood according to the following definitions (in alphabetical order):

- CLA: Collective Labour Agreement
- CA: LISER Board of Directors
- CC: Framework agreement for employees of public research centres
- Centre or Institute: LISER
- Employee: any person who has an employment contract with the Centre
- Executive Committee: the CEO and Heads of Research Departments
- Heads of Activities: This category includes heads of research departments as well as the head of quality assurance and processes, heads of platforms and the head of human resources
- ROI: internal regulations of the centre
- Staff delegation: elected staff representatives at LISER

The feminine case is used most of the time for all genders with the sole aim of streamlining the text and facilitating the reading of it. Male, female and transgender staff will thus hereafter be called “the employee”. Any designation of function (for example “the Head of Activities”, “the Researcher”) or status (for example “the Employee”) have to be understood as referring indifferently to either a man, a woman, or a transgender person.

References in the present agreement (for example « Art. L. 164-5. ») refer, unless otherwise indicated, to the Luxembourg Labour Code.

Expressions or formulations such as “(CC Y.Z)” refer to the corresponding paragraph of the framework agreement (“Convention Cadre”) for employees of public research centres. The present agreement specifies the details of matters whose general principles are fixed at the level of CC, the areas or matters foreseen by the CC as having to be regulated through internal negotiation, as well as areas or matters not covered by the CC and particular to the Centre.

## II. SCOPE

### Article 2. Scope

The present agreement regulates the relations and general working conditions between the Centre and its employees, with the exception of employees holding executive positions (“cadres supérieures”) specified in Art. L.162-8 and by Article 2 of the CC. Can be considered as executive positions in the present sense, subject to the conditions defined in Article 2 of the CC:

- CEO
- Heads of Research Departments;
- Heads of programmes or of infrastructures of strategic research;
- Heads of the administrative and technical research support services.

The CA and the Staff delegation are regularly informed as to any new developments with respect to executive positions.

The ACT applies to full-time staff, part-time staff, as well as staff hired on both open-ended and on fixed-term contracts.

The ACT enshrines the principle of equal treatment between women, men and transgender people regarding access to employment, to training and professional development and regarding working conditions as well as the principle of equal pay for men, women and transgender people.

In conformity with the rules of the Labour Code, it is forbidden to discriminate directly or indirectly on the basis of religion or beliefs, disability, age, sexual orientation, or the belonging or non-belonging, real or supposed, to a race or ethnicity.

The principle of equal treatment does not prevent the maintenance or adoption of specific measures aimed at preventing or compensating disadvantages linked to one of the above-mentioned categories in order to insure full equality in practice.

With regards to disabled persons or people and employees with reduced working capacity, mechanisms aimed at protecting health and security in the work place and measures aimed at creating or maintaining these provisions or facilities in view of safeguarding or encouraging their introduction into the world of work will not constitute an act of direct or indirect discrimination.

Any stipulation of an individual work contract or internal regulation (ROI) contrary to the articles of the present agreement is null and void unless it is more favourable to the employees.

### **III. DURATION AND DISPUTES**

#### **Article 3. Duration and disputes**

The present agreement is established for a period of three (3) years, which is for a period from 1 January 2020 to and including 31 December 2022. After that date, it is assumed to be continued on a year-by-year basis by tacit agreement, unless contested by one of the signatories by giving three months' written notice sent by registered post.

The dispute initiated in conformity with the preceding paragraph will automatically lead to the start of negotiations as defined by Art. L.162-2 of the Labour Code. The party contesting the ACT is obliged to include with their letter a draft proposal regarding the issues subject to revision.

The ACT that is contested ceases to have effect from the moment a new agreement is implemented or the moment following a declaration of failure of negotiations resulting from notice of non-conciliation in conformity with the provisions of the legal Art. L. 164-5 of the Labour Code.

## **IV. ORGANISATION OF WORKING TIME**

### **Article 4. General matters and standard period of work**

Full-time work is considered to consist of forty (40) hours per week distributed in principle across five (5) working days.

Exceptionally, a work week of forty (40) hours can be distributed over six (6) days, notably during work-related travel or if specified in the employment contract.

The duration of the standard period of work is one calendar month (CC 5.1).

### **Article 5. Flexible working time**

The present provision for flexible working time is applicable to employees working at LISER or working from home having informed beforehand the Human Resources department at LISER and in conformity with the applicable procedures (including Art. 7 of the ACT).

Staff benefits from variable working hours according to the following modalities: flexible working time is a work-time management system that allows to individually adapt the duration and the hours worked on a day-to-day basis while respecting the legal limits of the working period, the interests of the different parties concerned, as well as the work load.

Compulsory hours of presence are from 10.00-12.00 and from 14.00-16.00 with an unremunerated compulsory break of at least thirty minutes to be taken between 12.00 and 14.00 during the work week.

Full-time employees must be present during these specified hours, unless otherwise indicated in the employment contract, or when travelling for work in the context of external assignments, or in case of absence at the request of the Centre or at the request of the employee and with the authorisation of the Head of Activities, or in cases of absence for personal convenience (according to the modalities stipulated in article 12.10 of the CC).

Exceptionally, and taking into account the requirements inherent to certain services or functions, Heads of Activities can specify different fixed hours of compulsory presence on a temporary basis or until further notice. The Staff delegation is informed beforehand of the introduction of such a new timetable when it concerns at least one team.

These rules for planning the working time are not applicable to part-time contracts. For the latter, the regulations regarding presence and flexibility will be agreed in the employment contracts or by written agreement by the Centre and the employee ensuring as much as possible the same degree of flexibility enjoyed by full-time workers.

Employees are responsible for the proper execution of the work assigned to them. It is their responsibility to manage their work schedule in accordance with the Head of Activities in order for their hours to add up at the end of the standard period of work.

Periods of compensatory hours including those specified in articles 5.3, 6.2, 10 and 11 of the CC, may be taken within thirty days following the standard period of work.

#### **Article 6. External Staff Assignments**

Any absence for assignments abroad has to be expressly authorised beforehand by the Centre. For external assignments in Luxembourg, prior notice to the Head of Activities and the Human Resources department or prior notice via the shared calendar is sufficient.

#### **Article 7. Working from home**

A period of working from home needs to be motivated in order to be granted.

The employee has to obtain formal consent from the Head of Activities and in such a case inform the Human Resources department.

The employee working from home has to be contactable via phone, email or video-conferencing during the agreed working hours.

#### **Article 8. Part-time work for personal reasons**

In addition to article 12.13 of the CC, any staff member employed for at least one year on the date of their request has the possibility to ask for reduction of working time for personal reasons with a maximum duration of two years.

This request should be addressed to Human Resources copying in the Head of Activities, at least four months prior to the date from which this reduction will take effect.

If the organisation of the department allows, the reduction in working time can be granted in one go for the whole period for which it is requested. Part-time work for personal reasons does not alter the period of a fixed-term contract.

Upon approval of the request, an amendment to the work contract will be prepared. The employee's remuneration and all financial benefits will be reduced by a pro-rata proportion of their working hours, which also applies to their paid leave.

Upon rejection of the request, Human Resources informs the employee within one month of the decision. The Staff delegation will be regularly updated as to the requests and their outcomes.

#### **Article 9. On-call duties**

The on-call period corresponds to the time outside of usual working hours, during which an employee, without being permanently and readily at the disposition of the Centre, is obliged to remain within proximity of their home or place of work in order to be able to execute work for the Centre at short notice when called upon.

The planning of on-call periods is prepared by the CEO following consultation with the Staff delegation, without the on-call period ever exceeding one week per month except in cases of absolute necessity. For those employees responsible for maintaining a continuous service, on-call duties can constitute a specific clause in their work contract in conformity with the relevant provisions.

On-call hours are considered to be overtime and therefore subject to the applicable regulations. Any overtime hour must be declared according to the current regulations of the Centre. Every hour started is considered to be a full extra hour of overtime taking into account the time of travel. During on-call time, the travel time from and towards the employee's home is considered as overtime. Travel costs are reimbursable from and towards home in conformity with the reimbursement regulations of the Centre. On-call time is uniformly paid 179,61 euros gross (index 814,40).



## V. LEAVE

### Article 10. Annual paid leave

Each employee is entitled to 32.5 days of annual paid leave per calendar year (1 January to 31 December). The leave is pro-rated for part-time employees and for employees whose work contract has begun or ended in the course of the year.

In principle, leave is granted and taken during the calendar year. Leave not taken by 31<sup>st</sup> December, can be postponed up to 31<sup>st</sup> May of the following year, up to a maximum of ten days.

Nevertheless, there are exceptions that allow an employee to defer their leave beyond the 31 May limit:

- If the employee has not been able to take their leave due to illness during the whole period from January 1 to May 31.
- For new employees, if it was not possible to take all their holidays accumulated during the first year.

In these cases, leave can be deferred up to 31 December of the year following the year in which the right to take leave arose.

Deferred leave not taken after the deferral period is lost without compensation.

### Article 11. Age-related annual leave

Each employee aged between 50 and 54 will benefit from two extra paid leave days in addition to the number of days specified in article 10 (application: year of the birthday).

Each employee aged 55 and over will benefit from four extra paid leave days in addition to the number of days specified in article 10 (application: year of the birthday).

### Article 12. Specific rules for maternity and/or parental leave

Maternity leave is considered in full as a work period and therefore also qualifies for annual leave. Annual leave days not taken at the beginning of maternity leave can be deferred up to December 31<sup>st</sup> of the following year.

Full-time parental leave does not qualify for annual paid leave, whereas part-time or intermittent parental leave results in rights proportional to the time effectively worked. Annual leave days not taken at the beginning of the parental leave can be deferred up to December 31<sup>st</sup> of the following year.

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## VI. REMUNERATION AND CAREER PATHS

### Article 13. Basic Principles

Both Parties acknowledge that the Centre is committed to the implementation of a human resources policy articulated around the development, the recognition and the valorisation of people, their experience, their performance and their competencies.

### Article 14. Career framework within the Centre

The law of 3 December 2014 concerning the organisation of public research centres stipulates in article 14 regarding the status of personnel, that the staff of public research centres comprises the following categories:

- a) Researchers;
- b) Personnel involved in research valorisation and support, development and innovation;
- c) Scientific, administrative and technical staff.

In order to take the specific needs of the Centre into account, the three personnel categories envisaged by the law are adapted in the following way:

1. Researchers (career stream A);
2. Experts in valorisation and direct research support (career stream B1);
3. Experts in direct research support in the Data Centre (career stream B2);
4. Staff engaged in research support (career stream C)

Career management subscribes to two frameworks; for careers A and B1 there is the European Framework for Research Careers (Appendix 1), and for careers B2 and C there is a methodology based on a system of evaluation of job functions (Appendix 2).

Careers A and B1 are categorised into four levels and careers B2 and C into five levels, according to the career cartography (Appendix 3).

### Article 15. Job functions and their definition

Careers B2 and C are based on job functions that correspond to those needs of LISER and are required for the proper functioning of the Centre. These job functions are described by a separate process (“fiches de fonctions”).

The definition of job functions within LISER is the joint responsibility of the CEO and the Head of Human Resources.

A detailed procedure (Cf. Art. 36) stipulates the roles of the people defining a job function (“fiches de fonction”), i.e. the CEO, the Head of Human Resources, the Heads of the respective services and departments, and the employees filling the post and affected by the given job function.

In case of disagreement about the definition of a job function, the CEO will decide in favour of the definition that best reflects the needs of the Centre.

Job functions are made available to LISER employees on the intranet of the Centre after consultation with the Staff delegation who will give their feedback within ten working days.

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## Article 16. Composition and functioning of staff positioning committees

### 16.1 Composition of the committees for A and B1 careers

The committee A-B1 consists of at least

- Three confirmed researchers with a fundamental/empirical research profile (career stream A)
- One researcher with an “applied research” profile (career stream A)
- One expert in valorisation/analysis or data management (career stream B1)

The committee is chaired by the Head of Human Resources who has a consultative role, optionally accompanied by the CEO as observer. It will ensure that it represents the main disciplines and departments of the Centre and that it is, as much as possible, gender-balanced.

The members of the committee are selected by the Executive Committee on the basis of an internal call for candidates, organised by Human Resources and addressed to all employees, ensuring as much as possible the representation balance described above. They are appointed by the CEO for a period of five years. In case of insufficient candidates, the call will be extended with two more weeks. If at the end of that extra period there are still insufficient candidates, the missing members might be appointed by the CEO.

In case before the end of the mandate, a member is no longer able to fulfil the role, they will be replaced within three months by means of an internal call for candidates following the same procedure as for the initial composition of the committee.

In parallel, a Specific Committee composed of five members is put in place to decide on the positioning of researchers and specialists at level A4 and B1.4 and on the positioning of the above-mentioned committee members in order to avoid potential conflicts of interest. This specific committee consists exclusively of researchers of level A4/R4 with at least two experts external to LISER. This committee is appointed by the Executive Committee.

### 16.2 Modes of operation of the positioning committee for careers A and B1

The committee for researchers (A) and experts in research valorisation and direct research support (B1) positions the employees concerned, relying in particular on the European Framework for Researchers documented in Appendix 1 and comprises the following stages:

The researchers and experts submit their CV following a template for a standardised CV that has been validated by the CEO.

The CVs are read and initially assessed by each of the members of the committee individually, who subsequently complete a form according to the following criteria:

Criteria applicable to the category “Researchers” (A):

- Scientific quality/ publications
- Projects/competitive fundraising
- Societal impact/collaborative fundraising
- Supervision (50%)
- Leadership or management competences (50%)
- International scientific recognition

Criteria applicable to the category “Experts in research valorisation and direct research support” (B1):

- Quality of outputs (publications, software, databases, etc.)
- Projects/fundraising
- Societal impact
- Leadership or management competences
- National, inter-regional, inter-sectorial, or international recognition

The Head of the relevant research department presents the CVs (following the template for a standardised CV) to the committee, specifying elements for each of the criteria but does not herself participate in the evaluation process.

The committee completes an assessment form for each employee.

A researcher holding a doctorate (A) or an expert (B1) is by default categorised at level A2/B1.2. The positioning committee evaluates the standardised CV on the basis of the criteria below.

For researchers and experts evaluated in view of a positioning as A3/B1.3, the evaluation of the criteria is done on the basis of the following scale:

- One point: does not fulfil criteria A3/B1.3
- Two points: partially fulfils criteria A3/B1.3
- Three point: fully satisfies criteria A3/B1.3
- Four points: exceeds criteria A3/B1.3

If the weighted average resulting from the sum of the points awarded through each criterion is superior or equal to 12.5, the researcher or expert is positioned at level A3/B1.3.

If the weighted average resulting from the sum of the points awarded through each criterion is greater than or equal to 15, the researcher or expert is positioned at level A3/B1.3 and is also eligible for evaluation with a view of positioning at level A4/B1.4.

For the researchers and experts evaluated by the Specific Committee in view of positioning at level A4/B1.4, the evaluation of the criteria is made on the basis of the following scale:

- One point: does not fulfil criteria A4/B1.4
- Two points: partially fulfils criteria A4/B1.4
- Three points: fully satisfies criteria A4/B1.4
- Four points: exceeds criteria A4/B1.4

If the weighted average resulting from the sum of the points awarded through each criterion is superior or equal to 12.5, the researcher or expert is positioned at level A4/B1.4.

The individual assessments are then verified for coherence between researchers and between departments, in the presence of the Heads of the research departments. Any modification resulting from the coherence check is documented.

The members of the positioning committee do not participate in the deliberations concerning researchers or experts under their responsibility.

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The final positioning table of everyone involved in careers A/B1 and their individual assessment forms are validated in a meeting. In order to allow for eventual corrections, individual forms are signed after the meeting by members of the positioning committee within twenty working days.

The resulting individual positioning as well as the number of points attributed for each criterion will be communicated in writing and explained to the employee by their Head of Activity after the validation of the final overview.

### 16.3 Composition of the committee for careers B2 and C

The B2/C committee consists of the following members:

- Head of Data Centre (career B2)
- Head of Quality Assurance and Processes (career C)
- Head of Human Resources (career C)
- One representative of the Data Centre (career B2)
- At least two representatives from the following respective services/departments: IT, PMO, Finance, Communications, Quality Assurance and Processes, Human Resources, Facilities Management (career C)

The committee is chaired by an external or internal LISER member nominated by the CEO and familiar with the methodology, who participates with consultative voice. The chairing will not be done by a head of activity.

The representation of all the main functions of the Centre and the gender balance are ensured as much as possible.

The members of the committee are selected by the Executive Committee on the basis of an internal call for candidates organised by Human Resources and addressed to all employees, always ensuring the balanced representation described above. They are appointed by the CEO for a period of five years. In case of insufficient candidates, the call will be extended with two more weeks and if at the end of that extra period there are still insufficient candidates, the missing members will be appointed by the CEO.

In case before the end of the mandate, a member is no longer able to fulfil the role, they will be replaced within three months by means of an internal call for candidates following the same procedure as for the initial composition of the committee.

### 16.4 Modes of functioning of Positioning Committee B2-C

The positioning committee for careers B2 and C bases itself on an assessment of job descriptions using a points-based methodology (Appendix 2) in order to position functions within the institute.

Job functions related to career B2 (Data Centre) and C (indirect research support services) are established according to the defined procedure (Cf. article 15).

The positioning methodology consists of the following stages:

The job functions, revised and adapted according to the defined procedure (Cf. article 15), are presented in a meeting of the positioning committee by the relevant heads and assessed and evaluated by the committee members on the basis of a pre-defined form and the following criteria (1-9 points per criterion):

- Technical ability
- Initiative/autonomy
- Responsibility/Impact of the work carried out
- Management
- Communication
- Training/experience

The positioning committee fills out an assessment form for each job function in question.

The members of the positioning committee neither participate in the deliberations concerning their own job function nor in the deliberations concerning the job functions of staff members under their responsibility.

The individual assessments are verified for coherence. Any modification resulting from the control for coherence is documented.

Individual assessment forms are validated in a meeting and signed by members of the positioning committee.

The resulting individual positioning of a job function as well as the number of points attributed to each criterion are communicated in writing and explained to the employee by their Head of Activity after the validation of the final overview.

#### **Article 17. Mission and meetings of staff positioning committees**

The mission of the positioning committees, including the Specific committee, is to make recommendations to the CEO about the positioning of employees of the Centre in the career cartography. The CEO decides on the positioning specifically taking into account the above-mentioned recommendations and, together with the Head of Human Resources, ensures they are communicated to employees.

Members of the positioning committees carry out their mandate in view of achieving the missions and objectives of LISER. Anyone called upon to assist in meetings of the positioning committee pledges discretion with respect to facts, information, knowledge or documents they would receive or become aware of in connection with their attendance at the meetings of the positioning committees.

The Chair of the positioning committee ensures respect for the operating rules of the committee. She participates in the debate with consultative voice. The committee members are obliged to point out any possible conflict of interest and will abstain from evaluation in case they are subject to a conflict of interest.

The positioning committees A/B1 or B2/C meet either:

- Following the submission of a request for promotion in career stream A/B1;
- Following the introduction of a new post or the substantial modification of an existing post in B2/C;
- Following a request for revision/re-evaluation of one or more positioning(s);
- At the request of the CEO and/or the Board of Directors

The positioning committees meet and formulate an answer within three months following the submission of the request.

Positioning committees cannot gather unless at least two thirds of members are present. Long-distance participation, for example via Skype, is permitted.

If necessary, one or more external experts can be co-opted to meetings of the committee.

The positioning reports are submitted to the committee members for approval. The final version of positioning reports are formally adopted during the meeting and signed by the members of each committee. The originals of the positioning files are kept by the Human Resources department of LISER and can be consulted upon request by the employee concerned.

A code of conduct will be developed, detailing the operating rules for the two positioning committees as well as for the Specific Committee, and where necessary improve them (cf. Art. 36).

#### **Article 18. Revision and re-evaluation procedures following positioning**

The revision is a new assessment by the committee on the basis of a new case file giving supplementary or new information with respect to the preceding case file.

The re-evaluation is a demand for the rectification of the preceding positioning on the basis of objective arguments provided in relation to the preceding case file.

In order for the employee to prepare their case file, they are entitled to consult at Human Resources the documents related to their own assessment and positioning (for A/B1: evaluation form with points for each criterion and for B2/C: the cartography indicating each function within each level and/or any other pertinent document).

##### 18.1 Revision and re-evaluation processes in career A-B1

The revision of the positioning of a researcher, or an expert in research valorisation or direct research support, is requested by the Head of Department at the request of the employee. In case of disagreement on the part of the Head of Department, the request for revision is presented by the Head of Human Resources.

A re-evaluation of the positioning of a researcher, or an expert in research valorisation or direct research support, is requested to a mixed committee specifically composed for the re-evaluation. The concerned researcher or expert has to submit their request following the required format and based on objective arguments provided in relation to their preceding case file. The mixed committee is composed by the concerned positioning committee, or the Specific committee, enlarged with two external experts appointed by the CEO. The mixed committee will hear the researcher or expert who

will be accompanied by their Head of Department and, if they so wish, by a staff delegate. The case is assessed by the mixed committee without the presence of the researcher or expert but in the presence of the Head of Department and, if the researcher so wishes, in the presence of the staff delegate.

The mixed committee will give its new recommendation independently of the formerly defined positioning. It will formulate its recommendation to the CEO who will decide within three months following receipt of the request.

If the employee is not satisfied with the re-evaluation process, a duly argued request for rectification is handed over to and discussed in the “Joint Commission” which can call on outside experts.

#### 18.2 Review and re-evaluation processes in career streams B2 and C

A review of a job function is initiated by the employee occupying the given function.

They can request a review of the job function from the Head of Human Resources and/or the CEO, by informing their Head of Activity. The CEO decides whether the request is justified or not, by verifying if the request is in conformity with the functional needs of the centre, and informs the employee or employees concerned by the job function. When the request is judged to be unjustified, the response is substantiated. If the job function is modified, its re-definition follows the existing procedure and will need to be validated by the CEO. Once reviewed, the revised job function will be passed to the positioning committee for (re-)positioning.

The re-evaluation is requested by the employee currently occupying the job function and submitted to a mixed committee specifically composed for the re-evaluation. The mixed committee is composed by the positioning committee, enlarged with two external experts appointed by the CEO. The mixed committee will hear the employee who will be accompanied by their Head of Activity and, if they so wish, by a staff delegate. The job function is re-evaluated by the mixed committee without the presence of the employee but in the presence of the Head of Activity and, if the employee so wishes, in the presence of the staff delegate.

The mixed committee will give its new recommendation independently of the formerly defined positioning. It will formulate its recommendation to the CEO will decide within three months following receipt of the request.

If the employee is not satisfied with the re-evaluation process, a duly argued request for rectification is handed over to and discussed in the Joint Commission which can call on outside experts.



## **Article 19. Annual reviews**

### 19.1 Their objectives

In support of its development strategy, LISER has implemented an annual review process named “Appraisal-Performance & Perspectives”.

This process is designed, on the one hand, to evaluate - on the basis of individual goals, jointly defined beforehand by the employee and their Head of Activity- the progress of employees in their objectives and endeavours and, on the other hand, to assist them in their professional development.

For the employee, the annual appraisal is an opportunity to exchange views with their Head of Department on their objectives, functioning, goals, performance, training and individual development needs, and as the case may be their professional progress.

For the Heads of Activities at LISER the annual appraisal is also an opportunity to assist in the development of the members of their team, to appreciate and acknowledge their performances and contributions to the success of the Centre.

For LISER the annual review allows, on the one hand, for individual and collective goals to be aligned with those of the Centre and, on the other hand, to provide information to the system of Human Resources management, to prepare the process “People Review” (defined in article 25) during which career and salary increases are decided as well as preparing decisions in matters of training and development.

### 19.2 General operating rules

The annual review process applies to all LISER employees irrespective of post, to employees holding an open-ended contract, or a fixed-term contract of six months or longer.

In principle, in December of each year the Head of Human Resources initiates the campaign “Appraisal - Performance and Perspectives” for the following year. In this context, during the period January to March, each employee will be invited to meet with their Head for an annual review. The date of the review meeting will be jointly agreed by the Head and the employee, if possible at least 15 days in advance so that each party has time to prepare for it. The average length of an annual review is between one to one-and-a-half hours.

A support and a guide to the annual review, available in both French and English, are made available to employees and Heads in order to frame and structure the process. In view of the continual improvement of the process, any later modification of the guide will be subject to evaluation by the Joint Commission.

### 19.3 The follow-up

Each year, when all the annual appraisals have been completed, a follow-up meeting will be organised by the Head of Human Resources, CEO, and Heads of Activities in order to:

- Obtain feedback: observations about the actual experience, points for improvement to integrate into the following year’s campaign,

- Take stock of the objectives and feedback of those joint projects likely to have an impact at organisational and institutional level,
- Gather data relative to needs for individual training and development of employees.

The results of the annual appraisal feed into the programming of individual and institutional training. They also feed into the process “People Review” (see article 25) during which career progressions and salary increases are decided.

#### 19.4 Disagreement or the process of modifying the conclusions of an annual review

Any disagreement with the conclusions of an annual review can be indicated by the employee on the support form of the annual review by noting the area of disagreement in the section ‘comments’.

The request to modify the conclusions of the annual review must be put in writing within one month following delivery of the conclusion by the employee concerned to LISER’s mediator by informing the Head of Activities in advance and giving detailed reasons for the disagreement.

If the mediator cannot resolve the issue, the request for modification of the annual review is handed over to the CEO and/or Head of Human Resources for resolution. The employee can be accompanied by a member of the staff delegation.

### **Article 20. Staff Development and Training**

#### 20.1 General Operating Rules

The central element of LISER’s career policy is the training and development of employees, researchers, experts and research support staff.

Annually, 2% of the payroll will be set aside for the training and development of employees of the Centre.

In the course of the first quarter 2020, the Centre will define the elements of its training policy and formalise the processes for requests and decisions regarding individual or collective training. For the first time in 2020, and then annually, LISER will develop an institutional training program whose broad outlines will be developed jointly by the CEO, the Head of Human Resources, the Heads of Activities and the Staff delegation, as laid down in article 14.1 of the CC.

This program will be developed in the autumn of each year for the following year.

With regards to the researchers, the training policy will be developed in accordance with the European strategy “HR Excellence in Research” (<https://euraxess.ec.europa.eu/jobs/hrs4r>) .

When defining the request and decision processes, it is ensured that each employee has access to training and development opportunities and that this access is fair and just.

## 20.2 Follow-up

In the framework of the quarterly follow-up of the Centre's activities, a specific chapter will be dedicated to trainings including the state of expenditures in relation to the annual budget. The aggregated figures of individual trainings as well as the collective trainings will be included in this follow-up.

In case an employee has not benefited from any valorisation of individual performance in the course of four consecutive years, the Head of Human Resources and the Head of Activity in question will jointly analyse the situation with the employee concerned and, where appropriate, propose a degree of support for specific training or development.

### **Article 21. Remuneration**

The salary grid as defined in Appendix 4 applies to all employees falling within the scope of the present ACT. Notwithstanding the above, transitory arrangements are available for those employees whose salaries have already reached the ceiling of the grid of the category in which they were positioned in the framework of the present ACT (see article 29).

### **Article 22. Pay increases**

Pay increases have three components:

- Pay increase by indexation in relation to the cost of living,
- Pay increase according to seniority,
- Pay increase valorising individual performance (expressed as a percentage of the most recent salary). Pay increases valorising individual performance cannot be applied in two consecutive years.

Pay increases, as defined in Articles 22.2, 22.3 as well as in Appendix 4, apply to all employees falling under the scope of the present ACT with the exception of those employees whose salaries have reached the ceiling of the range of the category in which they were positioned in the framework of the present ACT. Notwithstanding the above, pay increases according to seniority and individual performance do not apply to employees of categories A1, B1.1 and B2.1.

The general pay increases in the Centre according to seniority and individual performance of the different employees amount to an annual increase of 1.4% of the overall payroll of the Centre, with 0.84% for seniority and 0.56% for individual performance.

An overview of annual pay increases according to post and level can be found in Appendix 5.

#### 22.1 Pay increase by indexation in relation to the cost of living

Pay increase by indexation in relation to the cost of living aims at preserving the purchasing power of employees and is applied in conformity with the law.

#### 22.2 Pay increase valorising seniority

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Pay increase valorising seniority and accumulated experience is expressed as a percentage of the entry level salary bracket. Eligible for the progression valorising seniority, are wages below the maximum salary of the range considered. If the application of this progression valorising seniority exceeds the maximum salary of the range considered, the progression is applied in its entirety. It is automatically applied annually according to the scales set out in Appendix 4.

### 22.3 Pay increase valorising individual performance

Pay increase valorising individual performance is expressed as a percentage of the employee's most recent salary following the scales set out in Appendix 4. Eligible for the progression valorising the individual performance, are wages below the maximum salary of the range considered. If the application of this progression valorising seniority exceeds the maximum salary of the range considered, the progression is applied in its entirety.

In its general definition, performance is the ability of an individual or group to reach the goals that they have set themselves or have had set for them.

The performance of an employee is the capacity to fulfil expectations, to execute in a fully satisfying way the tasks that are part of their job function.

In other words, individual performance is the ability of the employee to fulfil the objectives assigned to them in the framework of their functions and to the full satisfaction of the Centre.

These objectives can be quantitative or qualitative and can refer to tasks as well as attitudes.

A pay increase valorising individual performance is applied according to validation mechanisms used in proposals concerning career advancement and pay increases. Its aim is to valorise individual performance in relation to the expectations of the Centre, as evaluated by members of the "People Review" (see Article 25) in function of the annual and long-terms goals of the Centre, and cannot be applied two consecutive years for the same employee. Individual performance is assessed for each employee over a multi-annual period since their last pay increase awarded for individual performance.

Notwithstanding the above, the present clause is not applicable to employees whose salaries have already reached the ceiling of the bracket of the category in which they were positioned in the framework of the present ACT (see Article 29).

### **Article 23. Individual performance bonuses**

The one-off bonuses valorising Individual performance aim at valorising individual performance in relation to the expectations of the Centre, as evaluated by the members of the "People Review" in function of the annual and long-term objectives of the Centre, of employees who have reached the limit of the bracket as well as valorising individual performance for specific time-limited projects. They are characterised by being unique and non-repetitive. Such a one-off bonus, even if it is paid over several years in succession, is not part of pay increases and can under no circumstances give rise to any acquired right on the part of the beneficiary.

The global amount of the individual bonuses awarded by the Centre under the present ACT, i.c. between 2020 and 2022, amounts up to 0.6% of the payroll of the Centre (0.2% per year).

#### **Article 24. End of year bonuses**

The employee is entitled to an end of year bonus that corresponds to half of the remuneration of the last month of the year to which it relates.

If the employee joined the company in the course of the year, their end of year bonus will be pro-rated according to the months worked.

If a contract is terminated (during a trial period, open-ended contract or fixed-term contract) either by the employee or by the Centre, the employee will receive together with their last pay, an end of year bonus pro-rated according to the number of months worked in the course of the year.

Exceptionally, end of year bonuses do not apply to employees of categories A1.

#### **Article 25. “People Review”**

The “People Review” committee meets annually before the end of the first semester and comprises:

- CEO;
- Heads of Activities;
- Directors of Research Programmes.

Documents and exchanges of the “People Review” committee are confidential. The President or Vice-President of the Staff delegation will be present as an observer during meetings. The “People Review” committee is free to invite any person they judge to be useful.

Before the annual meeting, the Heads of Department submit to the committee a report, prepared with the help of Human Resources, listing all the employees in their department, platform or service, indicating their proposals about pay increases for individual performance, one-off bonuses for individual performance, and career development and promotions for the members of their department, platform or service whose level of individual performance in relation to the expectations of the Centre makes them eligible, providing arguments in support of their proposals. They will also detail for each employee the history of previous pay increases, promotions and bonuses.

Beyond the achievement of goals, the global appraisal of individual performance also concerns other possible achievements over a multi-annual period since the last increase for individual performance, as well as the conduct of key activities linked to the function and/or to specific activities, as well as the personal contribution to the well functioning of LISER.

Arguments related to proposals for promotions or individual performance bonuses are based, on the one hand, on the appraisals carried out during the annual reviews and, on the other hand, on any other factual information observed elsewhere.

During its meeting the “People Review” committee will take all the proposals into account, discusses them, and establishes from a majority of votes the final list of proposals, respecting the general budgetary limits set by the present agreement. In order to establish the final list of proposals, at least 60% of the committee members must be present. If not achieved, the meeting is postponed.

On the basis of the proposals of the “People Review” committee, the CEO decides on pay increases for individual performance, individual performance bonuses and career promotions and developments within the limits of the global budget.

For the proposals regarding career promotions and developments of researchers and B1 experts, the CEO will seek the recommendations of the A-B1 positioning committee before final validation.

After the annual decision-making, the “People Review” committee will give an account of all the promotions and individual performance premiums awarded, by informing the employees about the distribution of amounts to departments and career streams A-B1-B2-C, and about the used allocation criteria.

#### **Article 26. Promotion and professional development**

Within a career stream, the employee has the possibility of developing within a level, or through promotion, developing to another level.

Professional development within the same career stream is achieved through the recognition of accumulated experience and the valorisation of individual performance (as decided in the “People Review” committee.)

Moving from one level to another, in career stream A (researchers) and career stream B1 (experts in valorisation), is achieved through promotion following the submission of an individual case file to the positioning committee.

Moving from one level to another in career stream B2 (Data Centre) and career C (indirect research support services) is achieved through applying for a vacancy.

#### **Article 27. Moving between career streams A, B1, B2 and C**

Within the limit of available posts, the needs of the Centre and respect for career opportunities, moving career streams is possible according to the needs of the respective career streams.

Exceptionally, a career move is possible without there being a vacancy, for example when an employee successfully completes a Phd. Following the award of a doctorate, the employee must submit a case file in order to be positioned in career A according to the procedure defined thereon.

#### **Article 28. Premium for collective performance**

The definition of target values, thresholds and the weight given to each indicator, are negotiated and decided by the Joint Commission by 31<sup>st</sup> March of each year in an agreement subordinate to the present ACT. The target and threshold values, as well as the weightings for 2020 are exceptionally defined in the Collective Performance Premium Agreement signed on 18 October 2019.

The Centre will communicate to all staff the indicators, their target and threshold values, as well as the weighting given to each indicator. The collective performance premium is awarded at the year-end before 20 December.

The calculation of the indicators is done during the month of November of each year by integrating an estimate for the period November-December. The difference between the estimate and actual value will be corrected the following year.

The appraisal of collective performance comprises 4 output indicators:

- Competitive funding awards;
- H2020 funding awards;
- Collaborative funding awards;
- Number of D1 publications.

In addition, the appraisal of collective performance includes 3 aggregate indicators:

- Percentage of staff having completed their annual review on schedule;
- Degree of completion of the institutional training program;
- Number of projects considered to be fundable (as opposed to funded) by competitive funding providers.

When a global performance indicator of 100 is reached (the weighted average of the seven performance indicators listed above), the annual budgetary envelope allocated to the collective performance premium within the Centre is 2% of its payroll in 2020 and 2.5% of the payroll in 2021 and 2022.

When the global performance indicator is above or below 100, the annual budget allocation for the collective performance premium will be adapted according to the modalities defined in the Collective Performance Agreement of the year in question.

A guaranteed minimum of this budget envelope will be awarded in the form of meal vouchers distributed to employees as follows:

- In 2020: 12 meal vouchers per month at €8.40 (of which €5.60 paid by LISER and €2.80 paid by the employee) handed out over 12 months.
- In 2021/2022: 18 meal vouchers per month at €8.40 (of which €5.60 paid by LISER and €2.80 paid by the employee) handed out over 12 months.

#### **Article 29. Transitional framework**

For the duration of the present ACT, a transitional framework is established in order to valorise the seniority of those employees whose employment contract started prior to the present ACT and whose salary has not yet reached the maximum of the last level of the rank held under the remuneration system as defined in article 3 section 6 and Appendix 7 of the ROI dated 21 June 2013, but whose salary would however have reached the maximum of the bracket of the new framework introduced by the present ACT.

During this transitional framework, the above-mentioned employees will continue to benefit from pay increases at regular intervals, as specified in the ROI in force before the present ACT, and this for the number of years during which the employee could have benefited from pay increases according to this prior framework, but for a period limited to the duration of the present ACT.

It is understood that the increase will be awarded according to the percentages fixed for the remuneration scale of the respective category and the seniority in the post of the employee in question as defined in the present ACT.



## VII. GENERAL MATTERS

### Article 30. Mobility policy

When the M-pass becomes redundant on 1 March 2020, the Centre will re-consider its mobility policy by reserving part of its annual budget, to the value of at least 5,000€, to one or more measures aimed at promoting sustainable mobility. These measures will be defined by the Joint Commission.

### Article 31. Intellectual property

The Centre, as copyright holder, guarantees authorship rights to any researcher who has authored an academic publication. Consequently, the name of the employed author(s) will be mentioned in all relevant academic publications. In addition, the Centre guarantees the employed authors' rights to oppose any deformation, misrepresentation or other modification that is detrimental to the author or any other attack on their work that is detrimental to their honour or their reputation.

### Article 32. Support for professionalizing qualifications

#### 32.1. For Masters degrees

The Centre supports the possibility of uninterrupted study at the 'Master' level according to the modalities defined in article 14.1 of the CC and the procedure laid down by the same article, in so far as the subject accords with the strategy and is aligned with the overarching themes of the Centre.

#### 32.2. For PhD candidates

The Centre supports the possibility to pursue a PhD. Employees on open-ended contracts who wish to complete a doctoral thesis present their request and the subject on which they propose to work to the CEO and to the Head of Department, in the form of a case file consisting of a research project.

The case file must make clear that:

- The proposed work is completely aligned with the multi-annual programme of the department and/or the Centre;
- The employee already has substantial professional experience in the proposed research field;
- The proposed work results in academic output that can be valorised within the framework of the multi-annual agreement with the relevant ministry such as: articles in a peer-reviewed journal or published work that is peer-reviewed (in this respect theses of the kind "collection of articles" are preferable to theses published as "monographs")
- The employee can show they have received external funding or have at least taken all the necessary steps to obtain external funding.

The CEO, together with the relevant Head, decides on the eligibility of the request.

After assessment, the CEO takes the decision and, in the event of a favourable decision, the doctoral thesis can be pursued with the support of the Centre, in the context of the employment of the employee, according to the following modalities:

- The time the employee is allowed to spend will be negotiated with the CEO and the Head of Department in accordance with the thematic importance of the thesis for the programme of the unit and in accordance with the commitments of the employee in the other projects within the same unit; it cannot go beyond 50% of normal work time.
- The duration is limited to 4 years for the student-employee and can be extended upon decision of the CEO.
- In case the studying employee benefits from a grant, the centre commits to compensating loss in salary up to the annual gross salary of the candidate. The studying employee who is not funded by a third body (for example the National Research Fund) will keep their full salary for the whole study period.
- A yearly portion of an amount equivalent to the amount received by studying employees with grants (for example FNR training allowance) will be allocated to the studying employee and must be used within the framework of the doctoral project: a project case file will be opened for the student-employee.
- The studying employee commits to being available if any work for an urgent project of the Centre were to necessitate supplementary resources on a temporary basis. In all cases the supplementary resource cannot exceed 10% of the work in addition to the 50% devoted to normal work time of the four years involved in the doctoral project.
- The agreement and its various provisions will be formalised in signed writing.
- The state of progress will be regularly checked by an evaluation committee.

### 32.3. Post-doctoral professionalizing qualifications (e.g. “Habilitation” - authorization to conduct research at University level)

In the framework of career development strategy, professional qualifications are also promoted beyond the doctoral level.

The employee who wishes to prepare a post-doctoral qualification project (e.g. an authorization in view of conducting research at the University of Luxembourg, first and foremost, or in view of an authorization in another country to be justified) present their request – underpinned with a detailed presentation of the training subject – to the CEO and their Head of Activity.

The presentation must make clear that:

- The proposed work is completely aligned with the multi-annual programme of the department and/or the Centre;
- The employee already has substantial professional experience in the proposed research field;
- The employee has an open-ended contract;
- The proposed work must result in significant academic output in the framework of the multi-annual agreement with relevant ministry.

The CEO together with the relevant Head, decides on the eligibility of the request. After assessment, the CEO takes the decision and, in the event of a favourable decision and with the support of the Centre, the working conditions linked to undertaking the professional training materialize by putting into place a project which should, however, not exceed two years and one quarter of the working time of the employee.

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### **Article 33. Specific measures related to age**

Besides the annual leave linked to age as defined in Paragraph 11 of the present agreement, the Centre, in collaboration with the Staff delegation, will support the following joint efforts:

- The transmission of knowledge and competences between generations and the development of mentoring;
- Arrangements for end-of-career decisions and transition from working life to retirement, for example, by allowing for voluntary decrease of working time;
- Putting into place preventative measures for age-related health issues;
- The specific adaptation of working conditions to age groups and the prevention of difficult working situations that potentially have consequences at a health level.

### **Article 34. Mediation at LISER**

The Head of Activities and the employee will try to find common ground regarding any questions relative to the interpretation and application of the present agreement. If no agreement can be reached, the mediator at LISER and/or the Staff Delegation can be consulted and intervene in order to mediate.

### **Article 35. “Commission Paritaire”**

The “*Commission paritaire*” consists of four members of the Centre and four members designated by the union signing this ACT. The mission of this commission is to analyse and, when specified, to deal with any problem that can arise in the interpretation and application of the ACT and to propose the procedures for concluding future collective agreements.

The commission is specifically concerned with:

- Ensuring the implementation of the provisions of the present ACT;
- Interpreting the text in case of dispute;
- Deliberating on problems raised by the implementation of the ACT and, if needed, making proposals for future collective agreements.

To this end it can create specific working groups.

The “*Commission Paritaire*” meets at the request of one of the two signing parties of the ACT.

Requests for a meeting must be accompanied by an explicit meeting agenda. The committee is due to meet at the latest one month after the afore-mentioned request for a meeting. Minutes of the meeting will be assured by the Centre.

### **Article 36. Procedures and reference documents to be made available to employees**

The implementation of the present ACT entails the following procedures and documents made available to LISER employees by the CEO and Head of Human Resources:

- Procedure for the definition of job functions (“*fiches de fonctions*”);
- Code of Conduct and Operating Rules of the positioning committees A/B1 and B2/C

These documents will be submitted to the “*Commission Paritaire*” for validation until 1 January 2020 before being distributed to LISER employees. In view of the continual improvement of the procedures

concerned, any ulterior changes to these documents will be submitted to the Joint Commission for validation.

**Article 37. Translation of the present text**

The English version of the present agreement is supplied by the Centre. In case of divergence or problems of interpretation, only the French text applies.

The present agreement is made in three copies, of which one destined for ITM, at Esch-sur-Alzette, on 18 October 2019.

**On behalf of LISER,**

Nicole Kerschen  
President of the Board of Directors

Jean-Marc Goy  
Vice-President of the Board of Directors

Aline Muller  
CEO

Ulrike Kohl  
Head of Human Resources

**On behalf of OGBL,**

Frédéric Krier  
Central Secretary

Marc Schneider  
Member of the Tariff Commission

Anne-Sophie Genevois  
Member of the Tariff Commission

Philippe Gerber  
Member of the Tariff Commission