

COMPANY AGREEMENT ON TELEWORK

Mr Pierrick BERTRAND, Representative of the Management of the Economic and Social Unit (group) astek to the trade union organisations.

The scope of the UES (group) ASTEK covers the following companies: ASTEK, ASTEK PROJECTS AND OFFERS, ASTEK, (group) astek, ASTEK INDUSTRY, CATEP CONSEIL and SEMANTYS.

hereinafter referred to as "The Management of the Company"

on the one hand,

And

The following national trade union organisations, representative at the level of the Economic and Social Unit (group) astek:

FOFEC represented by:

- Mr Christophe LUIS, central trade union delegate of the UES, employee of ASTEK and affiliated to this union,

Mandated by the FORCE OUVRIERE union, 54 rue d'Hauteville - 75 010 PARIS, represented by Catherine SIMON, Federal Secretary;

F3C-CFDT represented by:

- Mr Bertrand MATHIEU, central trade union delegate of the UES, employee of ASTEK and affiliated to this union,

Mandated by the federation CFDT-F3C Communication, Consulting, Culture, 47-49 avenue Simon Bolivar - 75 950 PARIS CEDEX 19, represented by Marie BUARD, National Secretary;

SOLIDAIRES INFORMATIQUE represented by:

- Mr Thierry GOUTORBE, central trade union delegate of the UES, employee of (group) astek and affiliated to this union,

Mandated by the SOLIDAIRES INFORMATIQUE union, 31 rue de la Grange aux Belles - 75 010 PARIS, represented by Marie-Claude KUKLA;

SICSTI-CFTC represented by:

- Mr Jean-Michel GARDE, central trade union delegate of the UES, employee of SEMANTYS and affiliated to this union,

Mandated by the national union CFTC Engineering, Consulting, Information Services and Technologies, 34 quai de Loire - 75 019 PARIS, represented by Mr Louis DUVAUX, President;

hereinafter referred to as "The Trade Union Organisations"

on the other hand,

have agreed to this agreement.

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PREAMBLE

In order to reconcile private and professional life as effectively as possible, the signatory parties agree to set up and supervise the telework system within the Astek ESCU (group), making it possible in particular to eliminate travel times and thus reduce the associated fatigue. Road risks of commuting are therefore reduced.

Teleworking is also one of the environmental measures implemented by the signatory parties as part of their legal obligations regarding energy transition (Law No. 2015-992 of 17 August 2015 on the energy transition for green growth).

More generally, this agreement contributes to the promotion of mutual trust between employees and employers.

According to article L.1222-9 of the Labour Code, telework refers to any form of work organization 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 using information and communication technologies. The purpose of this agreement is not to regulate the situations provided for in Articles L. 7412-1 et seq. of the Labour Code relating to home work.

This document is intended to govern all forms of telework, whether regular, occasional or exceptional. It does not replace existing employment contracts / amendments to the employment contract in the field of telework. However, in the event of a fixed-term amendment, it may not be renewed, as the provisions of the agreement apply.

However, it is recalled that teleworking should not be confused with a period of home intermission.

In addition, telework must be carried out in an appropriate environment and not be considered as a time to go about one's personal business (e. g. childcare at an early age; external personal appointments).

Article I. COMMON PROVISIONS

Section I.1 Scope of Application

The provisions of this document apply to the entire (group) astek.

Section I.2 Definition of Teleworking

Teleworking is defined by Article L. 1222-9 of the Labour Code. It is carried out outside an establishment of the company or a customer site.

Teleworking can be "regular", "occasional" or "exceptional":

- "Regular" telework is that which is carried out on a recurring basis on a weekly or multi-weekly basis;
- "Punctual" telework is that which is carried out on an occasional basis, i.e. in an unusual and very limited way, at the employee's request;
- "Exceptional" telework is that which is set up because of exceptional, unusual, unforeseeable and temporary circumstances, not inherent to the person, and at the employer's request, such as the inaccessibility of the company or the unavailability of the infrastructure (power or network failure, breakdown, theft, fire,...), bad weather (flood, snow...), travel restrictions (pollution), epidemics or pandemics, etc. making it impossible to carry out the employee's work on the company's premises.

Section I.3 Definition of Teleworker

Any employee of the company who performs telework as defined in the previous paragraph is qualified as a "teleworker".

During their teleworking periods, the "teleworker" employee benefits from the same legal and contractual rights and advantages as those applicable to other employees of the company: access to training, career development, mission follow-up, restaurant vouchers, working time, right to disconnection, etc.

Teleworking is based on the essential principle of volunteering. Such a form of work can therefore in principle not be imposed by either the employee or the employer. Therefore, if the employee refuses to work from home, this refusal is neither a reason for withholding pay, nor a sanction, nor a breach of the employment contract.

Section I.4 Location of Telework

By default, telework takes place at the employee's home (i.e. at the address on the employee's pay statement).

Any other place may be admitted provided that it is expressly mentioned in the telework request validated by the line manager. For example, it may be: shared space of the co-working type, other address than home... etc.

In addition, there may be multiple places where telework is performed as long as they are specifically mentioned in the telework request.

Any change of location implies making a new request and seeking the agreement of the line manager again.

Section I.5 Requirements

In order to carry out his teleworking activity, the employee must have the necessary equipment, in particular:

- Computer (laptop or fixed);
- VPN access; if required by the mission;
- Ability to communicate and be contacted orally (Internet connection with a speed that allows teleworking).

Depending on the case, this equipment may belong to the company, the customer or the employee himself. The tools made available by the company or the customer are used primarily as a communication tool. The "teleworker" employee is not required to communicate his personal telephone number for these purposes; it being recalled that the teleworker must be able to be contacted and communicate orally.

In any case, the exercise of teleworking must be compatible with:

- The security and confidentiality rules of the company and/or its customers' data;
- Technical constraints.

These points must be checked beforehand by the line manager when requesting telework.

In addition, within the framework of the legal obligations regarding health, safety and working conditions that apply to all employees, the employer must be able to ensure that the "teleworker" employee performs his or her duties in accordance with the conditions. For these purposes, the "teleworker" employee must provide:

- A declaration on honour relating to the safety of its electrical installation for teleworking (the framework of which is set out in Annex 2 to this agreement); points of vigilance are mentioned in the certificate;
- A certificate of coverage by your personal home insurance to carry out telework.

These are all reasons why it may not be possible to implement telework, or to suspend it if one of the prerequisites is no longer met during the telework period.

Section I.6 Working hours and Right to Disconnection

As for all employees of the company, the "teleworker" employee is subject to the working hours and times defined within the company. He must also comply with the applicable rules on working time and rest periods, including lunch break.

He therefore follows the same working regime as that applicable to him in the company.

Under no circumstances may the employee "telework" while off work or on leave.

The employer is required to respect the employee's privacy in order to ensure the right to disconnect. He agrees with the teleworker on the time slots during which he can contact him, respecting the following rules:

- The slots must at least contain the company's fixed time slots;
- The time slots may not exceed the limit set by the variable time slots;
- The total number of time slots during which the "teleworker" employee must be available may not exceed the daily working time (for example: 7 hours for a weekly working time of 35 hours, 7 hours 42 minutes for a weekly working time of 38h30).

Outside these hours and during periods of rest, leave and illness, the "teleworker" employee is in the same situation as any other employee of the company and has the right to disconnect. He is therefore not required to answer the telephone or emails. Under no circumstances can it be held against him. In this respect, it is recalled that in the event of

absence (leave, illness, etc.), it is necessary for the teleworker, like any other employee, to enter an absence message in the company's professional e-mail system.

Section I.7 Compensation

In the context of telework at home, the "teleworker" employee receives a flat-rate allowance to cover part of the costs incurred (internet subscription, insurance, electrical, electricity, heating compliance) under the following conditions:

- 2.50€ per day teleworked;
- Upon presentation of supporting documents in accordance with the requirements of the Urssaf.

Article II. REGULAR TELEWORKING

Section II.1 Eligibility Requirements

Apprentices, trainees, work-study contracts and professionalization contracts are not eligible for telework because their presence in a work collective is an essential element of their training and integration.

All employees on fixed-term and permanent contracts who meet the following conditions at the time of the telework request are eligible for telework:

- Four months' seniority;
- Being autonomous, i. e. ability to work without physical interaction; ability to organize work and working time.

Refusals are monitored by the Monitoring Committee.

Section II.2 Procedures for requesting and accepting telework

The voluntary and mutual agreement of the employee and his line manager is the prerequisite for the implementation of telework.

The request is sent by the employee to his line manager at least 1 month before the telework start date, by:

- Email (with a copy at drh@groupeastek.fr),
- Registered letter,
- Or a letter delivered personally against a discharge.

In the request, the employee must specify:

- The address of the place(s) where telework is to be performed (default home),
- The start date of the telework,
- The duration of telework (in number of months, up to a maximum of 12 months),
- The number of telework days per week, the number of telework days.

The employee's line manager has fifteen (15) calendar days from the date of delivery or sending of the request to give his response (by email, registered letter or personal delivery). If the requesting employee carries out his activity on the customer site, it is up to the line manager to validate with the customer and the employee the possibility of exercising telework.

- In the event of acceptance, regular telework is formalized, after exchange with the employee on the telework days, in a specific mission order (OTT) drawn up by a member of the DRH;

- In the event of a refusal, the line manager must give written reasons to the employee for his decision (in the same form as the request).

A copy of the response is also sent to the DRH.

As an exception, such as the case where telework is institutionalized at a client's premises, the line manager may initiate the request for regular telework. He must observe the same application procedures as those required for the employee. The latter is then entitled to accept or refuse this request, in particular if he does not have the necessary conditions to telework.

Section II.3 Conditions for terminating telework

The period of "regular" telework ends:

- Either in advance by giving reasons in writing during the teleworking period, at the request of the employee or line manager, respecting a notice period of 15 calendar days unless the parties agree to modify this notice period;
- Either at the end of the planned teleworking period; unless both parties have agreed in writing to a tacit renewal and neither party has waived it;
- Or on the day of the end of the assignment when the telework is performed as part of the performance of an assignment on behalf of a client (including in the event of early termination).

Section II.4 Rules for the operation of regular telework

(a) Rhythm and framework of telework

The rhythm is defined under the following cumulative conditions:

- Full and indivisible days (it is possible to take half a day off on a theoretical day of telework);
- 2 days minimum presence on site per calendar week; without taking into account any public holidays or holidays;
- 1 to 3 days of telework per calendar week;
 - o As a result, the maximum is 3 days of telework per week for a full-time employee and 2 days per week for a part-time employee, for example 4 days out of 5.

Project or team constraints are taken into account to define the appropriate pace. Precise days or periods of necessary presence in the premises can be defined (e.g. weekly team meeting, monthly closing).

The rhythm used is thus mentioned in the Telework Order (OTT) in compliance with the above conditions; the rhythm mentioned may be weekly or multi-weekly (e.g. telework every Monday during even weeks).

By way of exception to the conditions defined below, derogations may be granted by the Director of Human Resources in the event that the applicant employee has his or her main place of residence more than 100 km from the nearest Astek establishment (or customer site).

In these cases:

- Hardware and software are provided by the Company or the customer.
- The number of derogations shall not exceed a threshold of 10% of all teleworkers or 1% of the total number of ESU staff (whichever is higher).
- The Monitoring Committee shall be informed of such derogations.

- A physical interview is organized on the premises every 6 months on workload, work organization, resources made available, work-life balance.

(b) Change in the rhythm of telework

In the event of a permanent change in the pace of telework by the employee or line manager, he or she shall be the subject of a new telework request in accordance with the procedures defined in section 2.02.

If, for professional or personal reasons, the employee or line manager exceptionally wishes to postpone a day of telework in the same week, the applicant, after having ensured that there is no impact on his activity, shall notify the other party orally and by e-mail with a minimum notice period of 5 days. The answer is sent by email (to the company's professional messaging system). In the event of refusal, the rate remains unchanged. Without return of the other party within 2 working days, the exceptional modification request is accepted. Both parties can of course agree on shorter deadlines.

If, for professional or personal reasons, the employee or line manager exceptionally wishes to cancel a telework day, the applicant shall notify the other party in the same way as for a change request. Without return of the other party within 2 working days, the cancellation is accepted.

(c) Formalization of telework: Telework Mission Order (OTT)

The organization of the activity in "regular" telework must be formalized by a telework mission order (OTT).

The following telework procedures are specified in the OTT:

- Duration of telework: Start date and end date;
- Number of teleworking days and minimum number of day(s) of on-site presence per calendar week;
- Telework days of the week and rhythm;
- Place(s) of performance of telework;
- Contact details of the line manager;
- Hardware and software used / computer security;
- Time slots and right to disconnect;
- Possible costs covered;
- Insurance coverage and electrical compliance;
- Arrangements for suspending or terminating telework.

Article III. OCCASIONAL TELEWORKING

Occasionally, any employee may need to use telework on an ad hoc basis. In this situation, the implementation of telework is simplified. However, the employee must obtain the authorization of his line manager.

In this case, the employee contacts his line manager orally and by e-mail, specifying the place of performance of the telework (default home), the date and the day (s) "teleworked".

The employee's line manager confirms his or her response by email, with a copy to the DRH. Failure by the line manager to respond does not constitute acceptance of the request.

After the first performance of occasional telework, the "teleworker" employee must provide the certificates defined in section 1.05 before any future performance of occasional telework.

Article IV. EXCEPTIONAL TELEWORKING

In exceptional circumstances, teleworking may be necessary to ensure the continuity of the company's activity within the framework of Article L1222-11 of the Labour Code.

The request is sent by e-mail to employees, at least twelve (12) hours beforehand, and preferably within fixed hours, by the line manager or a Director (with a copy of the DRH) or by the DRH directly. In the request, the line manager specifies the place of performance of the telework (default home), the date and day "teleworked".

If it turns out that the employee has not read the message and nevertheless goes to the site, he or she is invited to return to the place where he or she performs telework.

As a matter of principle, "exceptional" telework cannot be refused by the employee, unless he/she can justify imperatives that do not allow telework to be carried out under the conditions desired by the line manager (unsuitable or unavailable home, unsuitable or unavailable equipment, etc.).

In the event of a duly justified negative reply from the employee to accept this organization, such refusal shall have no consequence on the continuation of the employee's employment contract and shall not give rise to any sanction or remuneration. If it is a professional employee, he is then on intermission.

Article V. TELEWORKING FOR HEALTH REASONS

Section V.1 Pregnant Employees

The company facilitates access to telework for pregnant employees, from the 3rd month of pregnancy, at a pace that may be relaxed from that defined in section 2.04.

Section V.2 Employees Recognized as Disabled Workers

The company facilitates access to telework for employees with recognition of the status of disabled worker (RQTH) at a rate that may be relaxed from that defined in section 2.04, or according to the recommendations of the labour doctor.

Section V.3 Employees returning from sick leave

The company facilitates access to telework on the recommendation of the occupational physician for employees returning from a work stoppage of more than 30 consecutive days, in order to enable them to gradually resume a professional activity. Teleworking can then, for a period of 2 months, renewable twice, be carried out according to a rhythm that can assume derogating from the rules that are defined in section 2.04.

Section V.4 Employees of an Ascendant, Spouse or Descendant with a Disability

On medical proof of disability, the company shall facilitate access to telework for employees with an ascendant, spouse (married or married) or disabled child, in order to enable them to continue working at a pace that may be relaxed from that defined in Section 2.04.

Article VI. HEALTH AND SAFETY

The following provisions apply whether it is regular, occasional or exceptional telework.

(a) Occupational accident

An accident occurring during the course of teleworking is presumed to be a work accident.

In the event of an accident, the "teleworker" employee must inform his or her supervisor and the DRH as soon as possible by any means possible (drh@groupeastek.fr).

(b) Assurance

The "teleworker" employee verifies that he is covered by his multi-risk home insurance for a telework activity at home and provides a certificate. Otherwise, teleworking cannot be implemented.

In the context of his professional activity at home, any equipment made available by the company is covered by the company's multi-risk IT insurance.

(c) Medical follow-up

The medical follow-up of the "teleworker" employee is carried out by the occupational medicine preferably during the days when he works in the company.

(d) Safety and prevention of occupational risks

The company shall inform the employee of the vigilance points relating to his electrical installation, allowing the "teleworker" employee to draw up the certificate in Annex 2 to this agreement, and relieving the company of any responsibility relating to his electrical installation.

In addition, as part of risk awareness, a document containing recommendations on workspace ergonomics is sent with the OTT to the "teleworker" employee.

The company regularly raises awareness among teleworkers about reconciling private and professional life, managing "remote" working relationships, and managing time and workload.

Article VII. DEVICE COMMUNICATION

Following the signature of the agreement:

- This agreement is filed in the company's documentation area and is available from each RRH;
- Information is sent by mail to all employees.

Managers participate in a specific information session where the agreement and conditions for implementing telework are presented. The signatory trade union organizations are informed of these information sessions within the framework of the Monitoring Committee.

Article VIII. FOLLOW-UP OF THE AGREEMENT

The signatories to this agreement decide to set up a monitoring committee. It is composed of two representatives appointed by each signatory trade union organization and representatives of the employer.

The Monitoring Committee shall meet, upon convocation by the employer, at the latest in March of each year in order to study the results of the previous year (N-1). It meets twice during the first year of application.

The committee appoints a secretary of the meeting in charge of writing the minutes of the meeting. To this end, this secretary has a delegation time of 3.5 hours or half a day for each meeting, unless more favorable legislative or contractual provisions apply. The CR is circulated to the Social and Economic Committee for information.

On this occasion, the employer shall provide the Monitoring Committee, no later than 8 days before the meeting, with the indicators specified in the annex attached to this agreement.

At the request of two signatory trade union organizations, an exceptional meeting may be requested once a year in the event of difficulties in the application or implementation of the agreement. It must be organized within one month of the request.

Article IX. DURATION AND APPLICATION OF THE AGREEMENT

This agreement is concluded for an indefinite period.

This Agreement shall enter into force on 15 April 2019.

Article X. DENUNCIATION OF THE AGREEMENT

This agreement may be terminated by either of the signatory parties in accordance with Articles L2261-9 et seq. of the Labour Code.

The party denouncing the agreement must notify this decision by registered letter with acknowledgement of receipt to the other party and to the Departmental Directorate of Employment and Vocational Training of the place where the agreement was signed under the conditions provided for in Articles D2231-7 and D2231-8 of the Labour Code.

From the date of the denunciation, the 3-month notice period begins to run.

Article XI. ADVERTISING

This Agreement is drawn up in ten copies:

- One for each signatory party;
- Two deposited with the Departmental Directorate of Labour, Employment and Vocational Training and with the secretariat of the Registry of the competent labour courts of the place where the agreement was signed.

In accordance with Article 4 of the national agreement of 15 September 2005 establishing the Joint Observatory for Collective Bargaining, extended by the decree of 23 March 2006, published on 7 April 2006, this agreement is filed by e-mail at the following addresses: OPNC@syntec.fr and OPNC@cicf.fr.

The filing formalities are carried out by the company.

Done at Boulogne-Billancourt, on 28 March 2019,

For the Management,
Pierrick BERTRAND

For FOFEC
Christophe LUIS

For F3C-CFDT
Bertrand MATHIEU

For SOLIDAIRES INFORMATIQUE
Thierry GOUTORBE

For SICSTI CFTC
Jean-Michel GARDE

APPENDICES

APPENDIX 1: List of Monitoring Committee indicators

Data for each telework request:

- Anonymized personnel number
- Gender (M/F)
- Status (executive / non-executive)
- Age Group (10 years old)
- Type of telework (regular or occasional)
- Establishment / Trades or structure
- Acceptance (Y/N)
- If refusal:
 - o Reason for refusal (multiple choices)
- If accepted:
 - o Start date / theoretical end date / actual end date;
 - o Teleworking day(s)
 - Teleworking on Monday (1/0)
 - Teleworking on Tuesday (1/0)
 - Teleworking on Wednesdays (1/0)
 - Teleworking on Thursday (1/0)
 - Teleworking on Fridays (1/0)
 - o Rhythm (weekly/weekly/bi-weekly/monthly)
 - o Certificates provided
 - o Equipment used (client/astek/personnel)
- - Amount of compensation paid

APPENDIX 2: Model certificate

Attestation on honour

Subject: Teleworking

I, the undersigned, ,
(Specify first and last name)

Resident:
.....

Address of the teleworking place:
.....

Certifies on his/her honour that the electrical installations in his/her home are compatible with his/her teleworking activity

- Presence of a protective device, for general disconnection of the electrical installation (circuit-breaker) easily accessible inside the dwelling
- Presence of a ground connection on the plug used to connect professional computer equipment
- Absence of obsolete electrical equipment, unsuitable for use or presenting risks of direct contact with live parts (bare wires, broken socket, etc.)
- Mechanical protection of electrical wires by insulating conduits, mouldings or baseboards (the use of a power strip and extension cord to connect equipment used for teleworking is permitted provided they have grounding points).

In any case, I release Astek from any responsibility for my electrical installations in the context of my teleworking activity.

In the same way, I certify that I have an ergonomic layout of my workstation that allows me to carry out my professional activity in all conditions of safety for myself and for the professional information and documents that I may have to use.

Finally, the Company's multi-risk IT insurance is applicable in accordance with its usual provisions. The same applies to my home insurance, which I certify that I have informed of my telework situation.

This certificate is issued to be valid as of right.

Done at

Date

<Signature>