

TELEWORK



► Concepts



Telework

Provision of work, within an employment relationship, **regularly away from the employer's premises, through the use of information and communication technologies (ICTs)**



Teleworker

Any person who **performs telework**

► Essential aspects of telework regime



Information on main aspects of employment relationship

1. A worker may perform telework after the conclusion of an **agreement for the provision of telework**

2. The agreement is **concluded in written form and must contain:**

- **Identification, signatures, domicile** or head-quarters of the parties
- **Provided activities, telework scheme, remuneration, frequency and payment method**
- If work pattern is **predictable: weekly work schedule and overtime** or shift arrangements
- If the work pattern is **entirely or mostly unpredictable:**
 - **no. of guaranteed paid hours** and remuneration for additional hours
 - **reference hours and days** when work may be required
 - **minimum period of notice before the start of work** and the deadline for cancellation

- **Start date of telework** and, for fixed-term telework, its **duration or end date**
- If the **period of telework is less than the duration of the employment agreement**, the activity to be provided after the end of that period
- The duration and **conditions of the probationary period**, if any
- **Ownership of the work instruments and person responsible for their installation, maintenance** and payment of their use costs
- **Department of the enterprise in which the worker is integrated** and the contact person
- **Entitlement to training**
- Duration of **paid leave**
- **Procedure for termination of employment relationship** or reference to the applicable legal provisions
- Applicable **collective agreements**
- **Social security institutions receiving contributions**



Voluntariness and reversibility

1. **If a worker already had employment relationship** with the employer, **the initial duration of the contract for telework may not exceed the period** laid down in a collective agreement
2. Either party **may terminate the contract during an initial period of its execution** which duration is laid down in a collective agreement
3. Upon terminating the contract for telework, **the worker resumes the provision of work according to the agreed terms** or those envisaged by a collective agreement
4. The teleworker **may start working under the scheme of the company's other employees, definitively or for a fixed period**, by written agreement with the employer



Equipment, instruments and expenses

1. If not foreseen in the agreement, **the ICTs used by the employee belong to the employer, who shall ensure their respective installation and maintenance**, and payment of the inherent expenses
2. **The worker shall comply with the rules for the use of working instruments** made available by the employer
3. Unless otherwise agreed, **the worker may not use the work instruments provided by the employer outside work**



Protection against discrimination

1. **A teleworker has the same rights and duties as other workers**, regarding:
 - **vocational training** and career
 - **limits of normal working hours** and other working conditions
 - **safety and health** at work
 - **non-discrimination in employment** and occupation
 - **remuneration**
 - statutory **social security protection**
 - **minimum age** for employment
 - **maternity protection**
 - **reparation of damages** arising from occupational accidents and diseases
2. If needed, **the employer should train teleworkers**, their managers and colleagues, on ICT's use
3. The employer **should promote regular communication of teleworkers** with other workers



Privacy of teleworkers

1. **The employer must respect the worker's personal life and rest time**, and provide her/him with good working conditions, including psychological ones
2. If an employee works at home, **she/he can be visited only for controlling the work** and work instruments
3. **The visits may only be carried out during the work schedule, without disturbing worker's family rest time**, subject to prior notification and teleworker's agreement



Collective rights

1. **Teleworkers integrate the number of employees for all collective representation structures purposes** and may apply for them
2. Teleworkers **may use the provided ICTs to participate** in meetings held in the workplace by collective representation structures
3. Any **collective representation structure of workers may use ICTs to communicate with teleworkers**



Vulnerable groups of workers

The following categories of workers are **entitled to telework**, if it is compatible with their activities and the employer has resources and means to do so:

1. **Worker with a child** aged up to 3 years
2. **Victim of domestic violence** who presented criminal charges
3. **Worker with disability**

► Main applicable International and EU instruments

- [Convention No. 177](#)
- [Recommendation No. 184](#)
- [European Framework Agreement on Telework](#)

- [Directive 91/533/EEC](#)
- [Directive \(EU\) 2019/1152](#)

► Additional resources

- [Background paper](#)
- [Power point presentation](#)