

NEW DRAFT LAW FOR TELEWORKING ACTIVITIES IN ROMANIA

DRAFT LAW REGARDING TELEWORKING ACTIVITIES IS CURRENTLY IN THE PROCESS OF BEING APPROVED BY THE ROMANIAN GOVERNMENT.

The Draft Law has been submitted to the General Secretary of the Government in order for it to review the law's constitutionality.

According to this Draft Law, **teleworking** will allow employees to work **voluntarily** and **on a regular basis** as an approved alternative workplace besides the workplace organized by the employer, at least 1 (one) day per month by using information and communication technologies.

Aside from the general provisions set out in an individual labor agreement, the employment agreement ("**Agreement**") or the addendum to the employment agreement ("**Addendum**") **must include the following provisions:**

- (a) the express provision that the employee can perform teleworking activities;
- (b) the duration and / or days in which the teleworker can perform the activities in a workplace organized by the employer;
- (c) the place / places where the teleworking activities will be performed;
- (d) the schedule when the employer has the right to verify the teleworker activities and the way in which the monitoring will be done;
- (e) the way of recording the workdays performed by the teleworker;
- (f) the parties' responsibilities for the place / places where the teleworking activities will be performed, including the responsibilities relating to health and safety;
- (g) the employer's obligation to ensure transportation to and from the workplace for any materials which the teleworker uses to perform their specific activities;
- (h) the employer's obligation to inform the employee about the internal regulations, collective bargaining agreement provisions or any other legal provisions regarding data protection and the employee's obligation to comply with these provisions;

- (i) the measures that the employer must take in order to ensure that the teleworker will not be isolated from the other employees and offering the teleworker the possibility to meet with his/her colleagues on a regular basis;
- (j) the conditions under which the employer will bear the expenses related to the teleworking activities.

The employee's refusal to perform the teleworking activities cannot result in disciplinary sanctions or the individual labor agreement's unilateral amendment.

The **overtime work can be performed only with the employee's written consent.**

THE EMPLOYER'S OBLIGATIONS

The employer has the following primary obligations regarding the health and safety of the teleworker (other than those general obligations stipulated by the Labor Code): (i) to make available the necessary IT/ health and safety equipment, unless otherwise agreed; (ii) to install, verify and maintain the necessary work equipment, unless otherwise agreed; (iii) to ensure all the conditions required in order to offer the employee the possibility to benefit from adequate information and instruction regarding health and safety in the workplace.

In order to verify the work conditions and observance of the legal provisions, the trade union's representatives or employees' representatives should have access to the workplace where the teleworkers perform their activities, in accordance with the provisions stipulated in the individual labor agreement, collective bargaining agreement or internal regulation.

THE SANCTIONS APPLIED IN CASE OF NON-COMPLIANCE WITH THE DRAFT LAW'S PROVISIONS

The breach of any obligation to expressly regulate the performance of teleworking by an individual labor agreement or by an addendum can be sanctioned by a penalty in an amount of up to RON 10,000 per each person;

The performance of the teleworking activity without the parties' mutual consent or without being provided by an individual labor agreement or by an addendum can be sanctioned by a penalty in an amount of up to RON 5,000;

Overtime without the teleworker's written consent can be sanctioned by a penalty in an amount of up to RON 5,000;

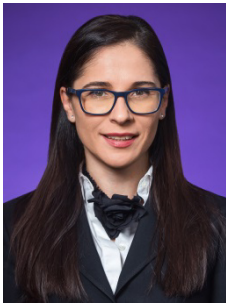
The conclusion of an individual labor agreement without the stipulation of the clause mentioned above at points b - j can be sanctioned by a penalty in an amount of up to RON 5,000;

If the employer breaches the obligations mentioned above (unless otherwise mutually agreed by the employer and the employee), then the employer can be liable for a penalty in an amount of up to RON 2,000.

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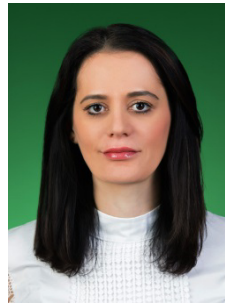


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