



Remote Work Regime

Law no. 83/2021 introducing some changes to the remote work regime has been published last December 6th, to be enacted on January 1st, 2022. Such law has also set a general duty on employers to refrain from contacting employees outside working hours, regardless of them being remote workers or not. Hereunder are some highlights to be considered.

Definition – *Performance of subordinated work, on a place that is not determined by the employer, resorting to information and communication technologies.*

Agreement – *Must be written. May be of fixed or indefinite duration and may be applied to both new hires and existing employees.*

Proposal – *May be of the initiative of either party. Should the initiative come from the employer, the employee may oppose to it, without having to justify. Should it come from the employee, the employer may only refuse in writing and justifying the refusal.*

Termination- *If its duration is fixed, any of the parties may prevent its renewal by informing the counterpart in writing up to 15 days before its term. If it is of indefinite duration, any of the parties may terminate it, by written communication, to be effective on the 60th day following the same. Any of the parties may terminate the agreement within the first 30 days of its execution.*

Equipment – *As a general rule, equipment must be provided by the employer, the agreement having to stipulate who will be responsible for their installation and maintenance. In case they are acquired by the employee, it must be mentioned in the agreement.*

Expenses – *The employer fully compensates the additional expenses the employee incurs in as a direct consequence of acquiring or using the equipment software and internet systems that are required for the performance of work, including additional energy and network costs that have to be installed in the workplace to match speed requirements for professional communications.*

Entitlement to work remotely – Some employees are entitled to request to work remotely, without the employer being able to oppose, provided that the activity is compatible with remote work and the employer has the required means and resources. Such employees are: (i) employees with children up to the age of 3; (ii) employees with children up to the age of 8, when both parents are able to work remotely, provided they both exercise their right on successive periods of equal duration within a maximum reference period of 12 months, (iii) employees with children up to the age of 8, on single-parent families or families on which only one of the parents is able to work remotely. Informal carers that are not the main carer and prove their condition may also benefit from this entitlement for a maximum period of 4 years, either consecutive or not.

Work monitoring – Work monitoring must be both proportional and transparent. It is forbidden to impose the employee's permanent connection during the workday either by capturing image or sound.

Meetings and training – The employer must promote the employees' live contact with their managers and colleagues, to reduce the employee remoteness, promoting those contacts with the periodicity set in the agreement, with nonetheless a maximum of 2-month intervals. Remote meetings and tasks that given their nature must be performed on specific moments and in articulation with other employees, must take place within working hours and shall be scheduled ideally with 24 hours' notice, the employee being bound to be present at the company's premises or at any other designated place, for meetings, training and other situations in which physical presence be required, provided they have been convoked with a minimum of 24 hours' notice.

Health and safety – The employer promotes the performance of occupational health checks before remote work is implemented and annual exams to assess the physical and psychical fitness of the employee for the performance of their activity, its conditions and repercussion on the employee's health, and the preventive measures that may be adequate to take.

Duty to refrain from contact – The employer has a duty to refrain from contacting the employee outside working hours, except in force majeure situations. This duty applies to the whole workforce, regardless of them being remote workers.

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