

RDL 28/2020 OF 22 SEPTEMBER OF REMOTE WORK.

Remote work takes place outside the workplace, either at the worker's home, or in the place designated by them for this purpose.

To be considered remote work and be covered by RDL 28/2020, this must be regular, with a minimum of 30% of the working day providing services outside the workplace, having as a reference a period of three months.

In addition, the regulation of this regulation to remote work that has been implemented exceptionally does not apply, in application of the priority nature of this work modality established in the regulations derived from the COVID-19 pandemic.

The RDL enters into force on October 13, 2020, respecting a period of three months, at most, to formalize distance work contracts, that is, until January 13, 2021.

For agreements already in force, their conditions will be respected until their expiration date, or for a maximum of three years when the agreement has a higher expiration date. In case of not having it, it will be considered to be one year, until September 23, 2021.

The agreement is voluntary by both parties and reversible, it must be signed in writing and a copy must be delivered to the RLTs, excluding personal data.

The agreement must contain the following aspects:

- Inventory of means, equipment and tools.
- List of expenses and form of compensation paid by the company.
- Working hours.

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- Percentage and distribution between face-to-face and distance work.
- Work center to which the worker is assigned.
- Remote workplace.
- Notice period for reversibility.
- Means of business control of the activity.
- Procedure to obtain technical assistance.
- Instructions on data protection.
- Instructions on information security.
- Duration of the distance work agreement.

The development of remote work must be compensated by the company, not being able to suppose, for the worker, exceptional expenses related to the equipment, tools and means linked to the development of their work activity. If the agreement does not establish it, it will be in the agreements where the compensation and payment of these expenses will be formalized.

The RDL also makes mention of the inherent rights of any independent worker who opts for the distance work modality:

- Right to training.
- Right to professional promotion.
- Right to the endowment of means and their maintenance.
- Right to payment and compensation of expenses.

- Right to flexible hours.
- Right to adequate time registration.
- Right to Prevention of Occupational Risks.
- Right to privacy and data protection.
- Right to digital disconnection.
- Collective rights.

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