



## Remote work and agreeing on related routines

### 1 Definition of remote work

Remote work is a way of organizing and performing work using IT tools, so that work that is normally done on the employer's premises is done elsewhere, e.g. at the employee's home.

Remote work is performed under an employment relationship and is subject to all laws and agreements applied to employment relationships. A remote work day refers to a full working day performed outside the employer's appointed premises.

Remote work can be

- regular
- short-term (irregular)
- full-time work.

In the case of *regular* remote work, remote work days are carried out according to a pre-agreed, regular schedule (e.g. on certain days of the week or for a certain number of days per week). A remote work agreement must always be drawn up in writing if regular remote work lasts for more than a month.

*Short-term* remote work refers to a situation where the employee works temporarily for 1–2 days outside the employer's appointed premises or e.g. on a business trip.

Short-term remote work may be a suitable approach when performing a concrete, clearly defined task, for example. These tasks may include e.g. working on an article, seminar memo or report, drawing up a summary, recording data, doing preparatory work related to disputes, or preparing for training.

Short-term remote work is primarily defined as a one-time measure for organizing work tied to a specific task. The employer must be able to reach the employee during the remote work day by e.g. telephone or by other means agreed upon. When an employee is working remotely, the persons responsible must make sure that the workload of the people at the office is not unreasonably heavy.

The employee and their immediate supervisor must always agree on the performance of remote work together in advance. Short-term remote work is always voluntary and discretionary. There is no need to draw up a separate agreement for short-term remote work.

In the case of *full-time* remote work, all work is done remotely. In this case, the employee does not need to have a personal workstation at an office. The conditions of full-time remote work are defined in the employment contract.



## 2 Differences between remote work and in-office work

There are both benefits and risks associated with remote work when compared to regular, in-office work. These risks and benefits need to be considered when agreeing on remote work. Because of this, remote work is not simply a better or worse alternative to regular, in-office work, and its suitability for each task must be assessed on a case-by-case basis, taking the needs of both the employer and the employee into account. The main point is that remote work has to be beneficial for both the employer and the employee.

Benefits may include:

- When people work from home, they do not have to spend time or money on the commute. This also reduces emissions caused by traffic.
- Work is more flexible, which may help employees in fitting their work and family life together.
- Remote work may increase work well-being and reduce absence due to illness.
- Remote work may increase work efficiency, especially in tasks requiring concentration.
- Regular remote work frees up space at the employer's premises for other uses and generates savings on occupancy costs.

Risks may include:

- Not all tasks are suitable for remote work. This may lead to feelings of inequality in the work community.
- Doubts may arise in the work community about the remote worker's true work contribution.
- Work efficiency may decrease if the remote worker has more difficulties in starting work when compared to normal work conditions.
- Remote work may lead to longer work days and to the blurring of lines between work and free time.
- The flow of information inherent to the workplace may be endangered, and remote workers may become estranged from the work community.
- It is more difficult for the employer to ensure occupational safety.

## 3 Agreeing on remote work

The employer and employee may agree on remote work when it benefits both parties. Agreeing on remote work is voluntary for both the employer and the employee. The employee does not have an unconditional right to demand access to remote work, and the employer cannot force the employee to do remote work. Also keep in mind that not all work tasks can be done remotely. The initiative for remote work may come from the employee or from the supervisor.

The supervisor decides whether or not the conditions for successful remote work are present. Before drawing up an agreement, the supervisor must carefully examine and consider the benefits and risks of remote work.

If the remote work lasts for more than a month, both parties must draw up a remote work agreement in writing and go through the rules of remote working when drawing up the agreement. The agreement is signed by the employee and the supervisor. Remote work can start only after the remote work agreement has been drawn up.



The agreement is valid either for a fixed term or until further notice. Both parties may terminate the agreement if the goals set for remote work are not met. The notification to end remote work does not lead to the termination of the employment contract, but only to the termination of the remote work arrangements.

## 4 Rules of remote work

### 4.1 Having a remote work day

The employee may have a remote work day when it is appropriate and practical for the work as a whole. Remote work days are always full work days, and the employee must always agree with their supervisor about them well in advance. When drawing up the remote work agreement, the employee and supervisor should agree together on the practices used when agreeing on remote work.

### 4.2 Reporting

The supervisor monitors the results of remote work in the same way that they follow the results of work at the office. Reporting is discussed in the remote work agreement.

### 4.3 Calendar

The employee must enter their remote work days into an electronic calendar.

### 4.4 Reachability

The remote worker must be reachable via telephone, email or instant messaging applications.

The remote worker must make sure that there are no previously agreed work community meetings or other meetings on remote work days that they should attend due to their work duties.

### 4.5 Follow-up

The remote worker and the supervisor shall hold a follow-up meeting on the success of remote work about 3 months after the start of remote work, and thereafter always during development discussions.

## 5 Terms and conditions of employment

With the exception of the place of work, remote work should not lead to changes in the terms and conditions of employment. The remote worker holds the same position as they did when working on the employer's premises, or the same position as an employee with similar tasks working on the employer's premises.

Specific issues related to the terms and conditions of employment:

### 5.1 Working hours

In remote work, regular working hours are determined according to the collective agreement. When working remotely, employees should plan their work in such a way that its performance does not require exceeding regular working hours.

### 5.2 Absences

Remote workers must report absences in the same way as other members of the staff.

### 5.3 Travel

Remote workers are subject to the travel regulations. Business trips are subject to the regulations currently in effect. Travel between the actual office and the remote workplace does not lead to any separately reimbursed costs.



#### 5.4 Work arrangements

The remote worker's amount of work should be at least on the same level as when working at the actual workplace (in-office).

The supervisor and remote worker agree together on communication methods and personal reachability. The employee decides on the allocation of their working hours within the limits of the agreement.

Remote work days are always full work days, unless otherwise required by partial child-care leave, study leave or other similar arrangements.

The remote worker is within the scope of the workplace's electronic networks and shall receive any information and written communication produced at the workplace.

The remote worker has knowledge of and access to e.g. information, training and recreational events in the same way as other staff members.

#### 5.5 Data protection

\_\_\_\_\_ 's data security guidelines are followed in remote work. No information may be disclosed to third parties, and the employer's computers may not be given to third parties to use. Family members are also considered third parties. Data processed at home or outside the office must be related to the employee's duties. Confidential information must be destroyed according to the data security guidelines.

#### 5.6 Privacy protection

The employer respects the privacy of the remote worker. The remote worker must be informed clearly about the use of any monitoring systems.

Before introducing any monitoring systems, the need and purpose of the systems, their proper relationship to the set goal and their conformity to law and agreements must be established with the shop stewards and, if necessary, in cooperation procedures.

#### 5.7 Training

When it comes to training and career development, remote workers are in the same position as the workplace's other employees.

The employer shall provide the remote worker with adequate training and orientation related to the technical tools at their disposal and the specific features of the organization of remote work. Adequate orientation to remote work and its effects on the work community and the supervision of work shall also be arranged for the remote worker's co-workers and supervisors.

### 6 Occupational health and safety

The employer is also responsible for the occupational health and safety of the remote worker. The health and safety practices of the workplace are applied to remote workers where applicable, and remote workers must duly comply with these practices. When agreeing on remote work, the hazards and health risks of remote work and how to reduce them are also discussed. The parties also agree on how the employer can check the remote work conditions if such a need arises.

In order to make sure that occupational health and safety regulations are being properly applied, the employer, employee representatives and occupational safety and health authorities must have access to the remote workplace within the limits set by law. If the remote worker is working from home, they must be informed of such visits beforehand,



and the worker must agree to the visit. The remote worker has the right to request an inspection visit.

The remote worker's insurance coverage also applies to remote work.

## 7 Work equipment and home office costs

The employer is responsible for acquiring any necessary work equipment also for remote workers. Working from home requires the employee's apartment to have a broadband connection and a workspace suitable for the job. Remote work may lead to a need of work equipment being replaced, but in principle, remote work should not lead to increased costs for the employer.

The workspace must meet the relevant data security requirements. The remote worker must be careful when using the work equipment. The remote worker must report any faults or defects to the supervisor and IT support as soon as possible. If the telecommunications links do not function properly at home, the employee may be obliged to move to the actual place of work.

The employer is responsible for the acquisition and maintenance of any equipment and software needed for the work, as well as for insuring the equipment and for any damages caused by the equipment. The employee is NOT compensated e.g. for the electricity consumed by their computer or for other similar expenses. In addition, the employer is NOT obligated to reimburse the home office costs of the remote worker. The remote worker may be entitled to home office tax deduction in their personal taxation.

The remote worker must take good care of the work equipment provided to them and shall not use the equipment for illegal purposes. When the work is completed, the employee shall return any equipment, furniture, supplies, records and documents provided to them.

## 8 Coming into force

These guidelines will come into force on (date)



## Remote work agreement

A remote work agreement must always be drawn up in writing if regular remote work lasts for at least a month. There is no need to draw up a separate agreement for short-term remote work.

Parties	Employee name:  Duties:  Workplace address:  Supervisor:
Remote workplace	<input type="checkbox"/> Employee's home Enter address here  <input type="checkbox"/> Other, what Enter address here
Remote work's period of validity and method of implementation	The remote work agreement is valid  <input type="checkbox"/> Until further notice <input type="checkbox"/> For a fixed term Click here to enter a date. - Click here to enter a date. between (dates)  Enter the method of implementation here (e.g. once a week, x days per month)  The employee and their supervisor must always agree on remote work days together in advance.
Working hours	Enter working hours here (either according to the collective agreement or according to separate agreement)
Termination of the remote work agreement	Either party can terminate the agreement with a period of notice of 7 days
Terms and conditions of employment	The terms and conditions of employment are determined according to the applicable collective agreement. In addition, the remote work guidelines are followed when doing remote work.

A copy of the agreement is given to the shop steward, the occupational safety and health representative and the HR manager.