

## Rules on Remote Work and Other Labour Code Updates

Amendments to the Labour Code, mainly concerning remote work, that have long been in the parliament's pipeline, were finally published on 29 March 2024 in the State Gazette. While the amendments are aimed at simplifying and clarifying the legal framework and contributing to the modernization of remote-work-related rules, the added value of the provisions decided upon in the end is rather questionable. Below we shed some light on the main updates.

### **i. Work place and location**

From now on employment agreements shall indicate expressly the working location of an employee working remotely.

The agreement may foresee more than one location. Employers are now also entitled, upon a written request from an employee, to change the work location for a maximum of 30 working days per year subject to the terms and conditions agreed upon to this end in the employment agreement or set by the internal employment regulations of a company.

When it comes to the workplace itself, the definition has been slightly amended in order to make it clear that the workplace is not the home of the employee in general (or other premises) but a specific place in it where the employee actually works. Employees in turn would have to provide employers with information in writing regarding the parameters of their remote workplace.

### **ii. Assignment and reporting of work done remotely**

Following the amendments, employment agreements or internal employment regulations should contain dedicated rules on the assignment of tasks to employees working remotely as well as the reporting on the performance of those tasks.

Definitions of automated systems for the assignment and reporting of tasks and attendance reporting are introduced and employers are obliged to provide information to employees on the data processed and the way of taking decisions by those systems.

Further, upon a written request of an employee, the employer concerned would be obliged to 1) give the employee access to his/her working time data processed through the automated system and 2) review a decision taken by the automated system and notify the employee of whether it is final.

### **iii. Safety standards**

Employers remain obliged to ensure compliance with health and safety requirements and they are accordingly obliged to provide information to their employees on safety and health requirements in view of the location/premises, equipment, and monitoring systems, if such are implemented, etc. Employees would be mandated to make sure that their working environment corresponds to the required standards and the employer's related requirements and instructions.

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In the event of work-related accidents, employees shall notify their employers immediately using the agreed means. As a rule of thumb, employers would be responsible but their liability could decrease if, among others, employees have not complied with the mandatory requirements for health and safety.

Further, it's worth mentioning two amendments that are not related to remote work but that will apply as general rules.

#### **iv. Right to Disconnect**

The new legislation expressly points out that employees are entitled to uninterrupted breaks after work and during the weekends and are not obliged to respond to communication initiated by the employer during these times. Yet, the law allows the introduction of exceptions to this rule in employment agreements.

#### **v. Contractors and subcontractors – jointly and severally liable for remuneration**

When the employer is a direct subcontractor under a services agreement, the contractor is liable jointly with the employer for payment of the salaries of the employees concerned. The contractor is exempt from joint liability if it is duly fulfilling its contractual obligations towards the subcontractor in good faith.

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