

IMPLEMENTATION OF TELEWORKING IN COMPANIES

- March 16, 2020 -

Among the measures requested by the public authorities as part of the management of the CORONAVIRUS epidemic, teleworking may, in certain cases, be a possible solution on an exceptional basis and for certain posts.

Before announcing the implementation of a telework measure in the company, it is important that the manager:

- Identify precisely the positions that may be affected,
- Define the practical arrangements for implementing the measure
- And anticipates the social and organisational consequences that this could have in the company (tension between the employees likely to benefit from the measure and the others, development of telework requests including outside exceptional circumstances, team functioning, monitoring of working time and production control, etc.).

TELEWORK IMPLEMENTATION

The company must define objective criteria to be able to refuse telework to some employees who request it, and not to others. These objective criteria can be based on:

- the seniority of the employee,
- the nature of the work,
- the security and confidentiality requirements of the operations,
- the employee's capacity for autonomy,
- the configuration of the team,
- housing compatibility,
- ...

The use of telework therefore implies:

- on the one hand that the employee has the **capacity to carry out his or her duties relatively autonomously**,
- and, on the other hand, that its activity **can be carried out remotely** under satisfactory conditions for both the employer and the employee.

In accordance with L.1222-11 of the Labour Code «in the event of exceptional circumstances, in particular the threat of an epidemic, or in the event of force majeure, the implementation of teleworking may be considered as a workstation adaptation made necessary to allow the continuity of the company's activity and to guarantee the protection of employees. »

In these circumstances, telework may be imposed by the employer on certain employees without their consent. An employee who refuses to telework will be considered to be on unjustified unpaid absence and may be subject to disciplinary action.

No formalities are required, however we recommend that you communicate in writing to your employees (**mail or e-mail, model provided below to be adapted to your structure**).

Caution: if a work stoppage is prescribed, the employment contract is suspended and telework cannot be implemented.



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*- March 16, 2020 -***MATERIAL ORGANISATION OF TELEWORK**

When telework is implemented by collective agreement or by a charter, the Labour Code lists a certain number of mentions to be provided for (art. L 1222-9 CT).

When no collective agreement or charter exists, certain points must be clarified prior to the implementation of the measure:

The equipment made available to the employee for work (computer, mobile phone): You must provide employees with the following the technical equipment (IT, office automation) necessary for the performance of their duties. If available, provide 3G or 4G pebbles to your employees because the internet network could be overloaded.

As an employee, you are required to reimburse teleworking employees for professional expenses related to, for example, the purchase of equipment, paper reams, ink cartridges, etc., on presentation of supporting documents.

Tasks that can be carried out remotely,

The place where the employee will work (usually his or her home)

A reminder of the obligation to respect normal working hours and to remain contactable during these periods.

OBLIGATIONS FOR THE EMPLOYER

In the context of telework, the employer is obliged to ensure the safety of the employee.

The employee's electrical installation must in principle be checked for conformity by a competent body. In view of the circumstances, this verification will prove impossible. It is advisable to obtain from the employee a document certifying that his home is insured and that his electrical installations are in conformity.

An accident occurring at the telework location during telework time slots is presumed to be an accident at work. It may therefore be difficult to dispute the professional nature of this accident.

It is also essential for the employer to check with his own insurer the extent of his cover if telework is introduced within his company.

It is also important for the employer to ensure that the implementation of telework does not jeopardise the security of the company's IT equipment and the confidentiality of internal documents.

Work organisation must also respect the employee's privacy. In the event of the use of IT tools to monitor the employee, this system must remain necessary, proportionate to the aim pursued and must have been the subject of prior information to the employee.

**MODEL OF TELEWORK REQUEST TO EMPLOYEES TO BE ADAPTED
TO YOUR STRUCTURE AND SITUATION**

E-MAILING TO THE EMPLOYEES CONCERNED /
HAND-DELIVERY IN PERSON AGAINST RECEIPT OF DISCHARGE

Subject: Use of teleworking due to exceptional circumstances

Sir/Madam,

In accordance with L.1222-11 of the Labour Code «in the event of exceptional circumstances, in particular the threat of an epidemic, or in the event of force majeure, the implementation of teleworking may be considered as a workstation adaptation made necessary to allow the continuity of the company's activity and to guarantee the protection of employees. »

In view of the current exceptional circumstances, we have decided to ask you to telework from your home as of today and for a period of time unknown at this time.

Therefore, in order to allow you to continue to perform your duties under regular working conditions, we ask you to perform your telework duties on an occasional basis under the conditions described below:

• COMMITMENT AND QUALIFICATION

The use of telework does not change the position, qualification or classification of the duties performed by the employee. The company undertakes to ensure that all of the employee's rights are retained in this respect.

• ORGANIZATION AND WORKING HOURS

The employee will carry out his or her duties at home and undertakes to inform the company of any difficulties that may arise in the performance of his or her duties.

The employee will continue to work the same working hours as those provided for in the collective or individual working hours displayed and/or indicated in his or her employment contract.

The employee undertakes to respect his or her working time and hours and to use his or her break times and rest rights, under the same conditions as if he or she were present on the company's premises.

In accordance with the provisions in force, and in order to respect the employee's private life and to organise exchanges with the company in the best possible way, the employer may contact the employee in a teleworking situation during the usual time slots applied to the employee in the company. The time slots may be modified by mutual agreement of the parties.

IMPLEMENTATION OF TELEWORKING IN COMPANIES*- March 16, 2020 -***• TELEWORKING EQUIPMENT**

The company undertakes to provide the employee with all the equipment and/or software and/or documents enabling him/her to carry out his/her work at home. This provision is exclusively reserved for professional use.

The employee undertakes to ensure the proper functioning and maintenance of the equipment. Goods of any kind that are given to the employee for the performance of his duties are only held on a precarious basis and under his responsibility.

The employee also undertakes to use the equipment and/or software and/or documents handed over in a manner that does not jeopardize the company's computer security or the confidentiality of internal documents.

• PAYMENT OF PROFESSIONAL EXPENSES

The company undertakes to cover the expenses incurred by the employee in carrying out his or her duties at home, in proportion to their professional use and upon presentation of supporting documents.

The employee acknowledges that this coverage is limited to expenses that generate additional costs directly related to the performance of his or her telework duties.

• REVERSIBILITY OF TELEWORK

Le salarié s'engage à disposer d'un réseau électrique efficient ainsi que d'une connexion internet et d'une assurance multirisques habitation garantissant l'exercice de son activité professionnelle à domicile. À défaut, le salarié n'est pas éligible au télétravail et doit le signaler immédiatement à la direction.

Le salarié s'engage à transférer sa ligne professionnelle en faisant un renvoi d'appel vers sa ligne personnelle. Vous devez rester joignable pendant vos plages horaires de travail habituelles. À défaut, le salarié n'est pas éligible au télétravail et doit le signaler immédiatement à la direction.

Enfin, le salarié atteste que l'adresse figurant sur son bulletin de paye est l'adresse de son domicile actuel. Le salarié s'engage à signaler tout changement de situation. Si le salarié est amené à télétravailler dans un autre lieu, il doit impérativement le signaler à la direction et obtenir un accord formel.

• RÉVERSIBILITÉ DU TÉLÉTRAVAIL

The use of telework is reversible. To this end, the employee will return to his or her job without telework as soon as the situation permits. Management may also ask the employee to take up his or her position on the premises if the continuity of the activity so requires, and in compliance with government regulations.

We count on your understanding and naturally remain at your disposal for any further details on the implementation of this exceptional measure.

We thank you for confirming your agreement to the commitments concerning you described above by returning this e-mail / signing this document after having affixed the following mention: «Good for agreement» followed by your first and last name.

We remain at your disposal for any further information you may require. Please accept, Sir/Madam, the expression of our sincere greetings.

Done at , on
Management