

Legislative aspects concerning the regulation of work in the virtual office (teleworking)

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***Abstract:** The elaboration of a normative act on telework activity was absolutely necessary, on one hand, in order to respond to the need to adapt the framework agreement of the year 2002 of the European social partners, and on the other hand, to make it more flexible and adapt the labor relations to the current socio-economic realities in relation to the dynamic evolution of the labor market. By adopting Law no. 81/2018 on the teleworking activity, a number of advantages are carried out on both sides, both for the employer and for the employee. Teleworking is at the same time a means for employers to modernize their work organization, but also a means for teleworkers to reconcile their work and social life. From the point of view of the legal nature the teleworking contract is a particular type of work contract, appointed, with its own regulation.*

***Keywords:** teleworking; employment contract; teleworker; informational technologies; communications.*

***Framing subdomain:** Law on Economics*

I. Introduction. Some considerations that have stood at the basis of the legislative regulation of virtual work (telework) in Romania

The European Union's strategic objective set at the European Council meeting in Lisbon in 2000 was to become the most competitive and dynamic knowledge-based economy in view of the trends in global developments ("knowledge based economy"). In this context, the modernization of labor relations has been pursued, including the establishment of flexible working modes in order to increase the productivity and competitiveness of businesses, but also to improve the quality of jobs. Consequently, the European Commission invited social partners at the European Union level to start negotiations on telework, negotiations that started on 20 September 2001 and finalized on 16 July 2002 with the signing of the framework agreement on telework concluded between the European Roundtable of Industrialists, the European Association of Craft, Small and Medium-sized Enterprises, the European Centre of Enterprises with public participation and enterprises of General Economic interest and the European Trade Union Confederation [1].

It is true that the Agreement does not have the validity of secondary legislation at European Union level, such as the Regulation (with direct applicability in the legal system of the Member States) or the Directive (requiring transposition into national law) but, according to the Treaty on the functioning of the European Union, it must be implemented by the social partners of the Member States.

In most of these states, such as France, Belgium, Luxembourg, Austria, Germany, Italy, the Agreement was implemented through Collective Agreements, at national or sectoral level, or through guidelines, codes and recommendations, and not by normative acts such as laws, ordinances or government decisions. However, there were also states that chose implementation through normative acts such as the Czech Republic, Hungary, Poland, Slovakia or Slovenia, countries that are considered not to have a strong tradition of collective bargaining between social partners [2].

The stated purpose of the agreement was/is "to modernize the organization of work, including flexible commitments to work and to achieve the necessary balance between flexibility and security" [3].

A study dedicated to the labor market in the European Union, published by the European Statistical Office Eurostat, stated that in 2017 a percentage of 2.8% of employees in the European Union, aged between

15 and 74, were working normally at home, the highest percentage being in Luxembourg (10%) and the lowest in Romania (0.3%), Latvia (0.5%), Croatia (0.8%), Cyprus (0.6%) and Lithuania (0.9%) [4].

According to another study, conducted in 2018 by an online recruitment platform (eJobs), IT-guys and middle management employees from companies operating in Romania have the most time worked from home (telework), and 80% of employees would like to work this way at least once a week. Thus, while eight out of 10 Romanians would like to work from home, in Finland the percentage reaches almost 50%. Also, 32% of top managers in Estonia work remote, while in the Czech Republic the percentage is 30.8%, and in Slovakia 28.4%. Macedonia is the only country approaching Romania, from this point of view, 9% of top managers choose the telework system [5].

In Romania, immediately after the conclusion of the Framework-Agreement, in the year 2003, Law no. 53/2003 - The Code of work which has been limited to regulate in art. 108-110 only *working from home* as a variety of employment-type contract, having as specificity the place of work, domicile, where the employer has consented to the employee to perform his work.

According to the legal provisions, cited above, employees working from home set their own work schedule, but the employer will be able to verify the work of the employee under the conditions laid down in collective agreements.

Also, the individual employment contract shall be concluded only in written form and shall contain in addition to the elements laid down in art. 17 para. (3) of Labor Code and the express indication that the employee works from home, the concrete way of carrying out the control by the employer and the schedule in which that control will be carried out, the employer's obligation to ensure the transport to and from the domicile of the raw materials and materials he uses in the activity as well as the finished products he carries out. Last but not least, the legislator stated that the employee working from home enjoys all rights recognized by law and collective agreements applicable to employees whose work is at the employer's premises.

As consisted from the daily activities, working from home, governed by Law no. 53/2003 - Labor Code [6] mainly takes into account the manual production activities, which involve the transformation of raw materials and materials into finished products and not activities carried out by means of IT. In addition to the provisions on equal treatment and the establishment of the work schedule by the employer, the current regulations do not include all warranties, rights and obligations specific to telework, as well as the possibility of working from another place than the employee's "domicile", which denotes an anachronistic character.

In reality, employers in Romania have expanded the scope of work from home to include work by electronic means, regulating *ad hoc* obligations of employees in this regard, perhaps not few times in the sense of telework, copying the provisions applicable at the level of other group companies from countries in the European Union that have implemented such regulations [7].

As it is widely appreciated IT industry has experienced great development in our country in recent years, which also justifies the emergence of new forms of work, such as telework. For example, according to the KessFin study "the software industry in Romania" the turnover of software developers in Romania for the year 2019 will exceed the threshold of 6.2 billion, which makes this area the top of the key industries for the economy of the country [8].

Taking into consideration these realities, especially determined by the information explosion, the need to make it more flexible and adapt labor relations to the current socio-economic realities, to modernize the labor market, more than 16 years after the conclusion of the framework agreement of 2002, between the European social partners, Romania has taken measures to legislate teleworking by adopting Law no. 81/2018 on regulating the activity of the telework [9].

According to the normative act above quoted, by this form of organization of work the *teleworker* will execute the activities specific to the function held at the work place, organized by the employer, from a distance, regularly and voluntarily, at least one day per month using information and communication technology on the basis of an individual contract of indefinite duration, with fixed-term, full or partial duration or on the basis of an addendum.

Immediately after the publication of this normative act appeared in the press the first reactions stating that "Teleworking or working from home has caught up in Romanians. According to the data that the

Labor inspection provided (...), within the first two months after the approval and promulgation of law 81/2018, in Romania, more than 6000 citizens chose this type of job. Thus, between 30 March and 31 May, 6,030 home employment contracts were introduced into the REVISAL database [10]. As it can be seen, the author of the article confuses the working from home contract with teleworking, which as we shall notice during this material has only some common elements).

Other journalists proved to be more skeptical during the public debate of the draft Law no. 81/2018, not understanding the mechanism determined by the application of the normative act on teleworking, claiming that: "The system already becomes very restrictive for the employee, but also very bureaucratic and extremely difficult to follow by the employer. How could the employee be able to exploit the working time when the contract exactly provides when and where he will operate? On the other hand, how could the employer assess and assume safe working conditions for the employee when he chooses to work in his own apartment, in a holiday cabin or on a bench in the park? Which monitoring and control system should be capable of fulfilling all legal conditions? In real life, working from home assumes that the employer is only pursuing the tasks and objectives set together with the employee, the deadlines and the established quality conditions. Such over-regulation will either make the governmental approach useless or will force firms and employees to agree with the formal drafting of documents that have nothing to do with reality. As it happens every time the regulations are made without taking into account the real economy and the impact on employees and employers" [11].

Such a skeptical approach has been removed, in the opinion of the author, through the way of regulating this new form of work, much more flexible, but also up to date and is based on the principle of volunteering, the legislator specifying this *expresiss verbis* in art. 17 para. (2) letter a) of the law. Through the individual employment contract or the addendum the parties will negotiate and find the most acceptable solutions for solving those problems that would seem unsolvable at first sight.

How this aspect, as well as others raised by those who participated in the debates of the bill were resolved, results from the analysis of the text of the Law no. 81/2018 on regulating the activity of the teleworking, which will be detailed in the next chapter.

II. The regulation of teleworking in Romania

By adopting Law no. 81/2018 on regulating the activity of telework [12] the transposition of the recommendations contained in the framework agreement of the European social partners, of 2002, was actually implemented in the specific legislation in Romania. The adoption of a normative act has as its finality, as it is confessed since the first article, the flexibility and adaption of the labor relations to the current socio-economic realities, the modernization of the organization of the labor market in relation to its dynamic evolution as well as its informational means and distance communication. This normative act governs the manner in which the employee is carrying out his activity of teleworking.

In the specialty literature, it was argued, justified, that "what led to the particular regulation of teleworking was not the fact that the workers carried out their activities in a different workplace than that organized for that purpose by the employers, because this was done before Law No. 81/2018 by the posting, delegation or mobility of the employee, but the fact that the mechanisms, the specific means of communication used by teleworkers and employers are fundamentally influenced by the implementation, acceptance and widespread use of the new information and communication technologies" [13].

Teleworking was defined by law as "the form of organization of work whereby the employee, on a regular and voluntary basis, performs the duties specific to his function, occupation or profession, in a place other than the workplace organized by the employer, at least one day per month, using information and communication technology" [14].

The teleworker [15], through this form of organization of work, will carry out the activities specific to the function held in the workplace organized by the employer, from a distance, regularly and voluntarily at least one day per month, by using information and communication technology, based on an individual contract of employment (concluded indefinitely/determined, with part-time work or with a working fraction).

We state that Law No. 81/2018 on the regulation of the activity of teleworking has the character of a special law in relation to the Labor Code, (an example of the application of the derogate principle *specialia generalibus derogant* in labor law), which presupposes that this normative act will be applied with priority following that its provisions are supplemented with the general rules of the Labor Code.

The activity of teleworking is based on the *willing agreement of the parties* and is *expressly* provided for in the individual contract of employment once it is concluded for the newly employed staff or by additional act for the existing individual employment contract (article 3 para. (1)).

The individual contract of employment shall be concluded and amended, where appropriate, for employees carrying out the activity of the teleworking, under the conditions laid down in the Labor Code, reposted, with subsequent amendments and additions, namely in written form, in duplicate.

Outside the elements provided for in art. 17 para. (3) of Law no. 53/2003, republish, with subsequent amendments and additions, the individual employment contract for employees carrying out the teleworking activity, will also contain a number of *specific clauses*, namely:

a. *the express indication that the employee is working in a teleworking regime;*
b. *the period and/or days during which the teleworker operates at a workplace organized by the employer;*

c. *place (s) of the teleworking activity, agreed by the parties;* For the performance of their duties, the teleworkers shall organize the work schedule in agreement with the employer, in accordance with the provisions of the individual employment contract, the internal regulation and/or the applicable collective employment contract, under the terms of the law (article 4 para. (1)). Essential in the case of this type of employment contract is the *place* where the teleworker will operate, under the employer's responsibility, meaning in a different workplace than that organized by the employer, using information and communication technology. In contrast to the posting or delegation, institutions in which the employee may order a unilateral modification of the place of employment, in the case of the teleworking contract for the employer may not change the place of employment of the teleworker *without his express consent*.

d. *the program in which the employer is entitled to check the activity of the teleworker and the concrete way of achieving the verification;* The employer shall have the right to verify the activity of the teleworker under the conditions laid down in the individual employment contract, the internal regulation and/or the applicable collective employment contract [(art. 5 para. (2) to (3))]. The concrete ways of achieving control may be the internet, which indicates the period of connection of the employee or via telephone calls.

e. *the way to highlight the working hours provided by the teleworker;* In achieving this clause, the employer has two possibilities, namely: - for the period during which the teleworker operates at a workplace provided by the employer in the establishment, he will continue to have the duty to keep track of the hours worked daily by the teleworker, mentioning the time he starts and finishes the work program; - for the period during which the teleworker executes service tasks in another workplace, agreed on both sides, the employer will be able to highlight the working hours through a special application intended for this record. Specifically, the employer will have a record of the hours performed by the employee at the workplace organized by the company and a record of the hours rendered under the teleworking regime.

f. *the responsibilities of the agreed parties on the place(s) of the teleworking activity, including responsibilities in the field of occupational safety and health;* According to legal regulations, the *employer* has a number of *specific obligations* regarding the safety and health at work of the teleworker, respectively: - ensure the means related to the information and communication technology and/or the safe work equipment necessary for the provision of work, unless the parties agree otherwise; - install, verify and maintain the necessary work equipment, unless the parties agree otherwise; - ensure that the teleworker receives sufficient and adequate training in the field of safety and health at work, in particular in the form of information and working instructions, specific to the place where the teleworking activity will be taking place and the use of the viewing screen equipment: when hired, when changing the place of the teleworking activity, when introducing new work equipment or any new working procedures (art. 7). At the same time, Law no. 81/2018, states that the *teleworker* must carry out his activity, in accordance with his preparation

and training, as well as with the instructions received from the employer, so as not to expose the risk of injury or professional illness to any person or persons who may be affected by his or her actions or omissions during the work process. In order to achieve the objectives set out above the *teleworker* has the following *obligations*: - inform the employer about the work equipment used and the conditions existing at the places where the teleworking activity takes place and allows him access, as far as possible, with a view to establishing and carrying out the occupational safety and health measures required under the terms of the individual contract of employment or for the purposes of the investigation of events; - not to change the conditions of safety and health at work from the places where they carry out the activity of teleworking; - use only work equipment which does not pose a danger to its safety and health; - carry out their work in compliance with the provisions on workers' obligations, as laid down in the Law on Occupational Safety and Health no. 319/2006, with subsequent amendments [16], as well as in accordance with the clauses of the individual contract of employment; - comply with the specific rules and restrictions established by the employer on the Internet networks used or on the use of the equipment provided (art. 8).

g. *The employer's obligation to ensure the transport to and from the place of business of the material which the teleworker uses in his work, as appropriate;*

h. *The employer's obligation to inform the teleworker of the provisions from the statutory regulations, the applicable collective employment contract and/or the internal regulation, in matters relating to the protection of personal data, and the obligation of the teleworker to comply with those provisions;* If the teleworker carries on activities relating to the processing of personal data, the employer as controller of such data is obliged to establish precise and clear procedures, to implement and maintain measures concerning the safety of the management of the data [17]. As provided for in the EU Regulation, in the law of application, as well as in the particulars made in the specialty literature [18], the working procedures of the teleworker should provide for precise rules, mainly concerning: - making available to the teleworker data with personal character, the precise purpose for which they are processed; - the procedures for the processing of personal data with indication of the processing phases so that they are channeled exclusively towards the attainment of the intended purpose; - the procedures for surrender to the employee or his clients of the employees' activity carried out by means of information and communications technology, which implies the provision of safe, non-vulnerable communication pathways; - procedures for storing the data necessary for the activity of the teleworker; - procedures for reporting possible security breaches of equipment; - procedures for deleting data that are no longer necessary to perform the service tasks of the teleworker.

i. *The measures taken by the employer to ensure that the teleworker is not isolated from the rest of the employees and to ensure the possibility to meet with colleagues on a regular basis;* Such measures are absolutely necessary because teleworking can lead to capping and isolation. It is only for such reasons that employers who opt for this form of work must be aware and organize exchanges of ideas between specialists, regular meetings so that employees can learn from each other.

j. *The conditions under which the employer bears the expenses related to the activity found in a teleworking regime (art. 5).* In order to avoid situations such as those in which the teleworker is obliged to continue the performance of the activity only in a teleworking regime, the law provides that the refusal of the employee to consent to the provision of the activity under the teleworking procedure cannot constitute grounds for unilateral modification of the individual contract of employment and cannot constitute a ground for disciplinary sanction of that person [(article 4 para. (2))]

Additional work can be done by full-time teleworkers at the employer's request and with the written consent of the teleworker. The lack of the written consent of the teleworker in conjunction with the finding of additional work constitutes contravention, even if overtime has been paid.

The teleworker shall benefit from all rights recognized by law, by the internal regulations and collective agreements applicable to employees who have the workplace at the employer's premises or domicile, and through the applicable collective agreements and/or individual employment contracts and internal regulations, other specific conditions relating to teleworking may be established in accordance with Law no. 53/2003, reregistered, with subsequent amendments and additions, and with the Law of social dialogue no. 62/2011, reprocessed, with subsequent modifications and additions [19] (art. 6).

Representatives of union organizations at unit level or employees' representatives, in order to be able to verify the working conditions of the teleworker, have access to the location of the teleworking activity, under the conditions stipulated in the collective contract of employment or the individual employment contract or the internal regulation, as appropriate.

Under the conditions laid down in Law No. 108/1999 for the establishment and organization of the work inspection, reprocessed, with subsequent amendments, the representatives of the competent authorities have, according to the law, the same rights concerning the verification of the application and observance of the legal requirements in the field of occupational safety and health and labor relations at the places where the teleworking activity is carried out. [20]

According to art. 19 para. (1), letter a) of law no. 108/199, labor inspectors, bearing upon them the ID and badge certifying the function they perform in the exercise of the duties laid down by law, shall have free, permanent and *non-prior notice* in the premises of any employer and in any other workplace organized by natural or legal persons.

This legal provision must be interpreted in conjunction with the provisions of art. 9 of Law no. 81/2018 according to which, if the place of business of the teleworker is at his domicile, *access is granted only following the advance notification of the teleworker and subject to his consent*, the latter's legal provisions, being of strict interpretation, will take precedence over those contained in Law no. 108/1999, so that any labor inspector will have to comply with this provision, if the teleworker carries out his activity at home.

III. Legal nature of the contract concerning teleworking. Forms under which it can manifest

As stated in art. 2 para. (1) of the agreement, teleworking is “a form of organization or/and realization of a work using IT technologies in the framework of a contract or employment relationship - which could be accomplished, equally in the employer’s premises but are carried out on a regular basis outside them”.

Starting from the above definition it was appreciated that "teleworking is a form of work at the distance which uses telecommunications technology to partially or totally replace the movement to the workplace and back home, which usually is associated with the activities to which inputs/outputs are information, and the results can be transmitted through ICT components [21]. Because of this, the place of teleworking is called a *virtual office*, the two concepts often being confused" [22].

Other authors [23] defined *teleworking* as "a form of work that is characterized by the fact that the activity - compatible with that performed by the employee at the employee's premises - is provided, on a regular basis by an employee, outside this premises - at the employee's domicile or other job - using computer technologies connected with the employer's computer network".

On the *legal regime* of the contract on teleworking, prior to the occurrence of Law no. 81/2018 it was argued, in an opinion, that it would be “a contract *called*, greed on the individual employment contract at home” [24].

In another opinion, with which the author agrees on, it is argued that the first opine is an erroneous one because "(...) up to date, there is no legal or conventional regulation aimed - on its own - at the legal regime applicable to teleworking. As such, in the light of Romanian labor law, we can talk about an *unsaid* contract which lends, by analogy, certain regulations to the employment contract at home” [25].

It is true that with the emergence of the Law no. 81/1918 on regulating the activity of teleworking, this contract became a *named* one, but it is also only partially a work at home contract, that is, only when the work of the teleworker is at his domicile, not when his work is anywhere else, in the car, in the park, at the domicile or the customer's premises, at the brokers' office, etc.

We also maintain that this type of employment contract currently has an autonomous regulation, governed by a special law, and therefore a separate legal regime from that of the employment contract at home which is governed by the Labor Code. It is true that between the contract on teleworking and the contract on work at home there are also some *similarities*, such as the fact that in both situations individual

employment contracts are concluded in *written form* (art. 5 of Law no. 81/2018 and art. 109 Labor Code), some specific clauses, such as: explicit indication that the employee/teleworker is working and/at home; the program in which the employer is entitled to control the activity of the employee and the concrete way of carrying out the control, the employer's obligation to ensure the transport to and from the domicile of the raw materials and materials which he uses in the activity, as well as the finished products which he carries out [art. 109 lit. a)-c) Labor Code]. Similar provisions, with nuances of rigor, are also found in the specific clauses of the contract on teleworking art. 5 lit. a), d) and g) of Law No. 81/2018.

At the same time in art. 5 of Law no. 81/2018 there are many clauses that are specific to the contract concerning the teleworking which give it the character of an individual contract of employment of a particular type with its own identity and which *distinguish* it from the individual *standard* employment contract. Such clauses are those relating to: the period and/or days during which the teleworkers operates at a workplace organized by the employer; place(s) of activity of the teleworking, agreed by the parties; the ways to highlight the work hours provided by the teleworker; the responsibilities of the parties agreed on depending on the place(s) of the activity of teleworking, including responsibilities in the field of occupational safety and health; the employer's obligation to inform the teleworker concerning the provisions of the statutory regulations, from the applicable collective employment contract and/or the internal regulation, in matters relating to the protection of personal data, and the obligation of the teleworker to comply with those provisions; the measures taken by the employer to ensure that the teleworker is not isolated from the rest of the employees and ensures that it is possible to meet with colleagues on a regular basis; the conditions under which the employer bears the expenses related to the activity carried out in a teleworking procedure [Art. 5, letter b), c), e), f), h), i), j) of Law no. 81/2018]

Another difference between the *teleworker* and the *employee who works at home* is the fact the product of the first work is a virtual one, obtained by processing and valorizing information using information and communication technology, while in the case of the second employee, the product of his work is, as a rule, a tangible asset obtained by mechanical/manual processing of raw material.

From a legal and economic point of view, depending on the degree of freedom conferred on the employee, the main ways of expressing virtual work can be:

a. *Occasional teleworking*, a situation where employees operate mainly at the employer's premises and occasionally one day per week at home. This form of teleworking was among the first to appear, being frequently found in research activities, design, computer programming, accounting, etc., usually in major companies.

b. *Semi-mobile teleworking* involves increased employee mobility to a fixed space of work, but still requires a permanent connection with the physical office after a pre-determined schedule. Specific to this form is that the employees, if they are programmed to work at the employer's premises, do not have fixed places of work. When they come to work, they get a mobile phone and a portable computer and are assigned to a space available that day.

c. *Teleworking with a random program* is a form of virtual work that combines work at home with that at the employer's premises or its customers in different proportions. Employees come to work according to the current needs of the tasks received. They don't have a fixed place of work in the employee's premises. If an employee has to come to work, he must notify his program in advance, in order to reserve an office in which to install his computer, bind him to the network of the employer, be able to carry telephone conversations and be in contact with the superiors and collaborators. This form of work is used more and more by the large companies, either in the center of major cities or, in particular, in the suburbs, where cheaper rental spaces are found.

d. *Home-based teleworking* involves organizing the workplace at the employee's home, with all the necessary facilities that the function and type of work of the person involves: furniture, network-connected computer, telephone, fax, copier and other equipment specific to the work rendered. All expenses necessary for the endowment and maintenance of the *domestic offices* fall to the employer's task, who no longer rents offices. This type of teleworking is mainly found in companies providing customer services, computer, advertising, accounting, telemarketing, etc. This type of work can only be accessible to employees who have

a living space in which an office can be arranged, with all the facilities and conditions to operate in terms of maximum efficiency.

The main feature of *teleworking with total mobility* is that employees carry out their activities at the customer's premises, in the car, where, by appropriate facilities, they build a *mobile office*. This type of work first appeared through salesman specializing in the sale of goods and services. Such teleworking, with total mobility identifies, as a rule, in companies that sell different products through their employees, without having outlets, the customer-supplier relationship being more direct and advantageous for both parties [26].

Conclusions

Admittedly, the elaboration of a normative act on the teleworking activity was absolutely necessary, on one hand, to meet the need to adapt the framework agreement of the year 2002 of the European social partners, and on the other hand, for the flexibility and adaptation of labor relations to the current socio-economic realities in relation to the dynamic evolution of the labor market.

By adopting Law no. 81/2018 on the activity of teleworking, a number of advantages are carried out on both sides, both for the employee and for the employer.

Thus, for the employer, the administrative costs of renting premises, expense with utilities, fuel consumption and the fleet are reduced.

The advantages for the teleworker are achieved by eliminating the costs of money and time moving from and to the headquarters of the employer, as well as the freedom of choice of employment and the capitalization of working time, in order to improve work-life balance.

Also, this normative act increases the chances of people with disabilities on the labor market.

Teleworking is at the same time a means for employers to modernize their work organization, but also a means for teleworkers to reconcile their work and social life.

From the point of view of the legal nature the teleworking contract is a particular type of work contract, appointed, with its own regulation.

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[14] Art, 2 para. (1) lit. a) of Law no. 81/2018.

[15] According to art, 2 para. (1) lit. b) of Law no. 81/2018 teleworker is any employee who carries out the activity in a teleworking regime.

[16] Published in the Official Gazette no. 646 of July 26, 2006, amended and supplemented successively, including by Law no. 198/2018, published in the Official Gazette no. 646 of July 25, 2018.

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[20] Republished in the Official Gazette no. 290 of May 3, 2012, amended and supplemented successively, including by Law no. 210/2016, published in the Official Gazette no.913 of May 14, 2016.

[21] Information and communication technology (ICT) or Information technology (IT) is the technology required for processing, procuring, processing, storing, converting and transmitting information using computers, electronic computers

(https://ro.wikipedia.org/wiki/Tehnologia_informa%C8%9Biei#CITEREFLongleyShain1985).

[22] <http://www.uti.eu.com/posdru-parteneriat-regional/telemunca-o-forma-alternativa-de-ocupare/>

[23] Ion Traian Ștefănescu, op. cit. 2014, p. 328;

[24] A. Ciorciu Ștefănescu, Teleworking, in Romanian magazine of labor law no. 1/2009, p. 72-73.

[25] Ion Traian Ștefănescu, op. cit. 2014, p. 329.

[26] Ion Traian Ștefănescu, op. cit. 2014, p. 328, reference 2;

[27] <http://www.uti.eu.com/posdru-parteneriat-regional/telemunca-o-forma-alternativa-de-ocupare/>