



Industrial relations
**Right to disconnect in the
27 EU Member States**

Telework and ICT-based mobile work:
Flexible working in the digital age

Author: Oscar Vargas-Llave, Tina Weber and Matteo Avogaro

Research Manager/s: Oscar Vargas-Llave

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This report presents the results of research conducted prior to the outbreak of COVID-19 in Europe in February 2020. For this reason, the results do not take account of the outbreak.

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European Foundation for the Improvement of Living and Working Conditions

Telephone: (+353 1) 204 31 00

Email: information@eurofound.europa.eu

Web: www.eurofound.europa.eu

Contents

Introduction	1
1 – ICT-based flexible work and the ‘Right to Disconnect’	3
2 – The existing EU legislative framework related to challenges in ICT-based flexible work	8
EU Working Time Directive and remote work implications	8
Other EU directives with relevance for ICT-based flexible work.....	10
European social partner Framework Agreements: Telework and Digitalisation	11
3 – National legal framework on telework and ICT-based flexible work	15
Binding nature of regulation and coverage.....	15
Link between the legislation on ICT-based flexible work and work-life balance	16
4 – Current debates and proposals for regulating the R2D.....	18
Overview	18
Main reasons for regulating a R2D.....	19
Countries without a debate	24
Countries with legislative proposals regarding the R2D	35
Countries with legislation on the R2D.....	37
5 – The ‘Right to Disconnect’ in France, Belgium, Italy and Spain: legislation, implementation, operationalisation and impact.....	41
Legislation	41
The implementation of the R2D.....	44
Operationalisation of the R2D	46
Impact and effectiveness of the R2D	52
Social partners and governments views	53
6 – The Right to disconnect in the context of the Surge of Telework during Covid-19 crisis.....	56
Changes in telework policies during Covid-19	56
Renewed impetus to R2D in the group of 4: France, Belgium, Italy and Spain.....	58
Countries with previous debates have revitalised the discussion with guidelines and incipient social dialogue	59
Lack of debate and consideration of R2D in most Central and Eastern European Member States and Denmark, even in times of Coronavirus.....	60
Conclusions	62
Abbreviations and definitions	65
References.....	69

Introduction

Over the last decade advances in Information and Communication Technologies (ICTs) have significantly changed the world of work, making it possible to work anytime anywhere in many sectors and occupations. This is occurring in the context of a growing knowledge-based and service economy where ICTs are key tools for work. These trends contribute to a shift towards more flexible working time patterns. Countries that have a high share of workers on flexible schedules also have a relatively high number of workers undertaking ICT-based flexible work (including home-based telework). Working life is experiencing a shift from regular, 'office-based' working-time patterns to more flexible models of work, which contribute to a blurring of boundaries between work and private life. The shift towards ICT-based flexible work in the form of telework has been particularly significant during the COVID-19 pandemic. A Eurofound survey carried out in April 2020 found that 37% of workers had started to work from home because of the health implications of the crisis.

ICT-based flexible work has many advantages. The flexibility it provides offers opportunities for improving work-life balance and can contribute to increased productivity. Moreover, it has environmental benefits resulting from reduced commuting and it is essential to ensure business continuity. However, ICT-based flexible work also poses a number of challenges, linked to the increased fading of clear-cut distinctions between working and non-working time, as well as between private and professional physical spaces. The blurring of boundaries and constant connectivity facilitated by ICTs, can lead to long working hours involving working beyond contractual time and insufficient rest periods. Such trends are more likely to arise within a culture of work accepting or promoting such practices. When such patterns become regular practice they might have a negative impact on work-life balance, as well as physical and psychological well-being.

It is because of these challenges that a debate has arisen around the need for a 'right to disconnect' (R2D). The R2D, which is yet to be formally conceptualised, can be described as the right for workers to switch off their technological devices after work without facing consequences for not replying to e-mails, phone calls or text messages. However, the concept can have different meanings. It can be considered as the ability of the worker to refrain from working outside normal or agreed working hours through digital tools (the 'right to disconnect'). It can also be understood and implemented as an obligation for the employer to ensure that employees do not work during rest periods and leave time (the 'right to be disconnected').

This report intends to contribute to the debate on the need to address the issue of R2D in the context of the increasing number of employees in ICT-based flexible work. To this end, it explores the situation regarding the R2D in the 27 Member States of the European Union and provides an understanding of the differences between the countries that have developed R2D legislation and those of countries which have not included this right in their regulatory frameworks.

After showing evidence of the increase of ICT-based flexible work (including home-based telework) and explaining the advantages and challenges of this work arrangement and its implications for working time, health and safety and work-life balance in chapter 1, the report introduces existing EU legislation pertaining to these aspects in chapter 2. In chapter 3, the report provides an overview of national legislation related to working remotely with ICTs, highlighting that only four countries (France, Italy, Belgium, Spain) use an approach to regulation which explicitly implements a R2D. Chapter 4 sheds light on reasons put forward by countries and relevant stakeholders for favouring or

rejecting a legislative approach to the R2D. It also elaborates further on the status of the debates on the R2D in the Member States. Chapter 5 moves on to present the existing legislation on the R2D in France, Italy, Belgium and Spain, including the motivations behind its introduction and implementation and analysing its impact so far. In chapter 6, in the context of a surge of telework during the COVID-19 health crisis, the report shows that the issue of R2D, and the regulation of telework in general, is being reconsidered in many Member States, including in those already having relevant legislation.

Finally, some conclusions are developed to highlight the main findings and their implications for the future of work and potential future policy initiatives.

The information included in the report is drawn from long-standing research on ICT-based flexible work carried out by Eurofound, as well as a specific questionnaire launched to the Network of Eurofound Correspondents in April 2020¹. It also draws on the outcome of a webinar organised by Eurofound and the European Commission in June 2020.

¹ Eurofound launched a questionnaire for the Network of Eurofound's Correspondents to collect relevant information on R2D published in each of the 27 Member States. When there was a lack of published reports or articles and stakeholders' documents for certain topics, Eurofound correspondents have consulted social partners and governments to obtain views and evidence-based information. In some instances, correspondents have also consulted experts.

1 – ICT-based flexible work and the ‘Right to Disconnect’

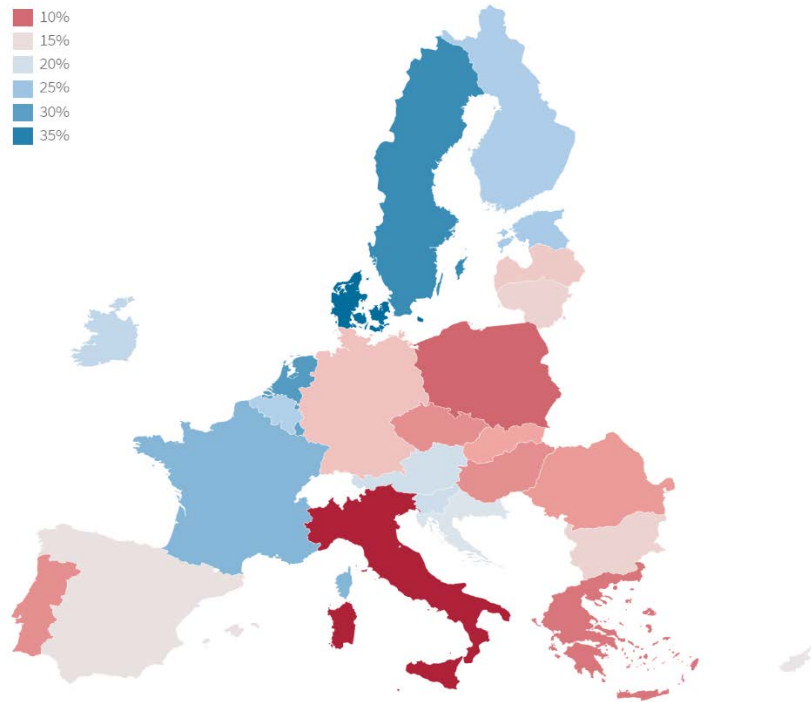
Over the last decade advances in Information and Communication Technologies (ICTs) have significantly changed the world of work, making it possible to work anytime anywhere in many sectors and occupations. As a consequence, new patterns of working time have emerged in ICT-based flexible work, where it is more difficult to distinguish between working time and non-working time and workplace from non-workplace, which some authors have referred to as increasing time permeability (Eurofound and ILO, 2017).

In just a few years, internet and the use of smartphones, tablets and laptops have become part of everyday business and lives, increasing the possibility for workers to be reachable by job-related communications like telephone calls, e-mail or instant messages, outside normal working time. The development of cloud-based technology (Valenduc, Vendramin, 2016) also contributed to this trend, providing access anywhere and anytime to documents and resources that, prior to the spread of digitalisation, were available only at the workplace.

As shown by the European Working Conditions Survey (EWCS) already in 2015, around 19% of workers in the EU had an ICT-based flexible arrangement for at least some of their working time². These arrangements are more prevalent in Nordic countries (the highest share is in Denmark at 38%) and in some western European countries (Netherlands, France, Luxembourg, Belgium and Ireland) with values between 22% (Ireland) and 31% (Netherlands), while the lowest shares are found in Central and Eastern Europe (except in Croatia, Estonia and Slovenia) – ranging from 10% in Poland to 14% in Lithuania - and in southern Europe (from 8% in Italy to 16% in Spain)(Eurofound, 2020a) (See map 1).

² Eurofound has differentiated between three categories of workers in this arrangement based on the frequency working remotely with ICTs and the place of work: Regular home-based teleworkers work most of the time from home, high mobile workers who are very mobile and work in multiple locations and occasional mobile workers who normally work at the workplace and only occasionally they work from home or other places.

Map 1: Percentage of employees working regularly or occasionally in ICT-based flexible work (EU27)



AT	BE	BG	CY	CZ	DE	DK	EE	ES	FI	FR	EL	HR	HU	IE	IT	LT	LU	LV	MT	NL	PL	PT	RO	SE	SK	SI
20	24	14	16	11	13	38	25	16	24	26	10	19	11	22	8	14	29	13	21	31	10	11	11	33	12	21

Source: EWCS2015

Note: ICT-based flexible work includes for example the following groups: working from home, working with a relative high level of mobility from various places or working only occasionally from a place different from the employer's premises. All these groups work all or most of the time with ICTs. Legend: Scale from darker blue (higher values) to darker red (lower values) of share of employees in ICT-based flexible work. See also table under map for figures for each Member State.

Since then, the adoption of ICTs for working remotely has grown as demonstrated by the number of workers working from home and the digitisation of businesses (Eurostat, 2019; DESI index, 2019).

With the COVID-19 crisis forcing many companies to switch to telework or shed employment, there has been a recent spike in the number of teleworkers in Europe. According to the *Living, working and COVID-19* online survey carried out by Eurofound in April 2020, over a third (37%) of respondents in the EU27 started working from home during the lockdown because of the pandemic, compared to only 5% who indicated that they usually work from home in 2019 (Eurostat, 2019). This increase has been higher in those countries that already had larger shares of employees working remotely.³ It is expected that teleworking will become increasingly common in the aftermath of the pandemic (Eurofound, 2020b).

The above mentioned differences in the prevalence of ICT-based flexible work can be explained by different factors – a country's overall level of digitisation, the spread of ICT-use in the workplace,

³ As mentioned in page 3 ICT-based flexible work is most widespread in the north and west of Europe. Higher in the ranking are Denmark, Sweden, Netherlands, France, Estonia, Finland and Belgium.

internet connectivity, ICT skills⁴, the structure of the economy, GDP⁵, geography⁶ and work culture⁷, including managerial models (Eurofound and ILO, 2017).

In an EU-wide context, the sectors with the highest proportions of workers in ICT-based flexible work are information and communication (57% of workers in the sector), followed by professional and scientific activities (53%), financial services (43%), real estate (43%), and public administration (30%). Typically, these are sectors with a high level of ICT dependency and more flexibility regarding work location. However, the increasing digitalisation of work is not limited to these sectors. One example is manufacturing, where digitalisation contributes to tailored and just-in-time production (Lestavel, 2015), implying that the employees appointed to manage this process might also be requested to react in real time to consumer's needs.

An occupational breakdown emphasises that professionals, technicians and associated professionals, clerical workers and managers are more likely to work in ICT-based flexible arrangements than those in other occupations. However, lower skilled-workers and individuals in precarious jobs also work in ICT-flexible arrangements. It is estimated that one in four workers in this type of arrangement, including some platform workers (European Commission and Eurofound, 2020), reports precarious conditions (Eurofound 2020).

When studying the working conditions of ICT-based flexible workers, it is important to distinguish groups of workers according to the frequency with which they work with ICT, their mobility and place of work. Eurofound distinguishes between:

- high mobile workers⁸;
- regular home-based teleworkers⁹;
- and occasional workers in ICT-based flexible work¹⁰

Among the latter category are also those who normally work from the employers' premises but occasionally work from home.

The widespread adoption of ICTs in the workplace has both positive and negative effects for workers. On the one hand, the greater flexibility in work organisation allows for increased efficiency, productivity and a better balance between work, family life and leisure time. Positive effects usually also include a shortening of commuting time and greater working time autonomy (Eurofound and ILO,

⁴ All these aspects are measured in the Digital Economy and Society Index (DESI). DESI is a composite index that summarises relevant indicators on Europe's digital performance and tracks the evolution of EU Member States, across five main dimensions: Connectivity, Human Capital, Use of Internet, Integration of Digital Technology, Digital Public Services. Generally, countries with higher score in this index also have more workers in ICT-based flexible work.

⁵ Countries with more workers in sectors and occupations related to the knowledge-based service economy are more likely to have high prevalence of ICT-based flexible work.

⁶ An urban context tends to have a workforce with occupations more conducive to remote working.

⁷ A culture of work with high level of managerial control and reduced development of project-based work is less likely to include ICT-based flexible work. Whereas a culture of work characterised by a high level of worker autonomy would be more conducive to ICT-based flexible work.

⁸ Those who work in several locations (two others than the employer's premises) at least several times a week with a high degree of mobility.

⁹ Work from home at least several times a month.

¹⁰ Work in only one other location than the employer's premises and no more than several times a month.

2017; Eurofound 2020d). During the COVID-19 health crisis working remotely with ICTs has proved to be very effective for the business continuity of some industries and for maintaining employment for workers with “teleworkable”¹¹ tasks at pre-pandemic levels.

On the other hand, linked to the time permeability concept mentioned earlier, the use of ICTs is causing a blurring of the boundaries between work and private time. Workers can be reachable by phone, via e-mails or instant messages outside of normal working hours or can work from anywhere and anytime in situations of high job demand. The (perceived) need to work during free time may in some contexts be aggravated by an organisational culture that accepts long working hours and heavy workloads as normal. These circumstances are more prevalent among professionals and managers because of their higher level of autonomy, compared to mid- or low skilled workers. Paradoxically, for some workers in this arrangement, it appears that having autonomy in the organisation of work can contribute to longer working hours, especially when there are high levels of workload and interruptions while working with ICTs. In a work culture where high achievement and working beyond the contracted working hours is valued and normalised, the net result is work beyond the limits established in the European Working Time Directive (see chapter 2 for more detail on the provisions EU working time legislation).

Therefore, aspects like work organisation and corporate culture play an important role in the levels of work intensity experienced and working time patterns reported in these arrangements.

The risks associated with such work arrangements are more prominent among workers in intensive ICT-based flexible arrangements (including those working regularly from home and employees with high level of mobility). As shown by Eurofound research (Eurofound, 2020a), these categories of workers are significantly more likely to report long working hours (in excess of the 48 hours as stipulated in EU legislation) and rest periods below 11 hours between working days. One characteristic of employees working remotely and with a certain level of mobility and high frequency of ICT use, is that they are more likely to work in their free time, which often implies unpaid overtime (Eurofound and ILO, 2017).

In addition to posing risks for the work-life balance of employees struggling to reconcile work and other family or leisure activities, employees are also more likely to report suffering from work related stress and being affected by sleep disorders. Other health problems of intensive ICT-based flexible work include the psychological impacts of social isolation and burn-out syndromes (Chesley, 2014) as well as higher risks of anxiety, headaches, eye strain and musculoskeletal disorders (Eurofound, 2020a). However, compared to other categories, those who only occasionally work remotely are more likely to report healthier working time patterns while those who regularly work from home have better possibilities for improvements in their work-life balance. This shows the ambiguous consequences that ICT-based arrangements can have. On the one hand flexibility can contribute to improving work-life balance and at the same time in situations of highly flexible ICT-based working can lead to negative work-life balance outcomes.

In some countries, the above-mentioned growing concerns about the impact of ICT-based flexible work on the mental health and work-life balance of workers led to questions on how to better frame

¹¹ Teleworkability is defined as the material possibility of providing labour input remotely in a given economic process.

this arrangement in order to improve the protection of workers, while maintaining the benefits it brings for individuals and companies. This is the background of the debate around the so-called R2D.

At present, there is no R2D at EU level. However, there are a number of legal texts touching upon related issues. The next chapter highlights the EU legislative texts and agreements that address some of the problematic aspects emerging in ICT-based flexible work.

2 – The existing EU legislative framework related to challenges in ICT-based flexible work

A number of the challenges outlined above, which can arise more frequently in ICT-based flexible work arrangements, such as respect for working time limits, workers' health and work-life balance are addressed in different EU legislative texts, without specifically referring to a R2D. EU legislation in these areas is not focused specifically on telework or remote work but applies to workers in general. It includes the Framework Directive on Occupational Safety and Health (1989), the Directive on Working Time (2003), the Directive on Work-life balance for Parents and Carers (2019) and the Directive on Transparent and Predictable Working Conditions (2019).

In addition, a European Autonomous Framework Agreement on Telework concluded by the European level cross-industry social partners (2002) sets out some provisions regarding the regulation of telework to be implemented according to the 'procedures and practices' specific to each Member State. In June 2020, BusinessEurope, SMEUnited, CEEP and ETUC adopted an autonomous framework agreement on digitalisation which touches on the modalities of connection and disconnection in a digitalised workplace.

Furthermore, article 31 of the European Charter of Fundamental Rights stipulates that 'every worker has the right to working conditions which respect his or her health, safety and dignity' and 'every worker has the right to limitation of maximum working hours, to daily and weekly rest periods and to an annual period of paid leave'.

The European Parliament indicated in its work programme in 2019 its intention to prepare an own initiative report regarding the R2D. Work on this agenda is currently ongoing with a proposal expected to be prepared by July 2020 for discussion in the latter part of 2020.

This chapter provides a brief overview of relevant EU level provisions, beginning with regulations on working time.

EU Working Time Directive and remote work implications

The most relevant European regulatory framework in relation to working hours (whether performed on the employers' premises or remotely) is the Working Time Directive (2003/88/EC)¹². The main objective of this legal instrument is to protect workers' health and safety in connection with the duration of working hours and the observance of rest times and leave periods.

Under the Directive, weekly working time is limited to 48 hours, which may be calculated as an average. The reference period for the calculation of average weekly working hours should not exceed four months but may be extended to up to six months. Under certain conditions (for example, in the case of the existence of a collective agreement containing relevant provisions), it may be further extended up to a maximum of one year (Eurofound, 2020a).

¹² Eurofound has differentiated between three categories of workers in this arrangement based on the frequency working remotely with ICTs and the place of work: Regular home-based teleworkers work most of the time from home, high mobile workers who are very mobile and work in multiple locations and occasional mobile workers who normally work at the workplace and only occasionally they work from home or other places.

In light of EWCS findings that a considerably higher share of employees in ICT-based flexible work report working in excess of 48 hours (30% high mobile workers and 20% home-based telework) compared to other workers (an EU average of 11% of employees), the observance of existing provisions limiting weekly working hours appears to be a particular challenge (Eurofound, 2017).

The Working Time Directive also sets a minimum period of 11 consecutive hours of daily rest and an additional 24 hours of weekly rest. This is again of particular significance for workers in ICT-flexible work, who tend to have insufficient rest periods: 58% of employees in high mobile, 41% of those in regular home-based telework and 24% in occasional ICT-flexible work report that they rested less than 11 hours (at least once during the previous month). In contrast, the EU average is 21% (Eurofound, 2020a). The reasons for these patterns have been explained in chapter 1.

Many of the core provisions of the Working Time Directive are open to potential derogations which may also be relevant for workers in ICT-based flexible work. These include, among others, the possibility to make use of the individual opt-out (in which case individual workers have to ‘consent’ to working more than 48 hours per week), or daily rest shorter than 11 consecutive hours as long as compensatory rest is given immediately afterwards. Member States can also stipulate that a range of provisions of the Directive do not apply to autonomous workers (such as ‘managing executives or other persons with autonomous decision-making power’ among others).

The European Court of Justice (CJEU) recently clarified some significant aspects of the Working Time Directive, some of which are also relevant to the conditions of workers in ICT-based flexible work, although the judgements, elaborated further below, do not pertain specifically to this work arrangement.

In its judgment on case C-55/18 *CCOO* issued on 14 May 2019, the CJEU stated that employers are required to set up a system enabling the duration of time worked each day by each worker to be measured¹³. In this context, it is worth noting that only a minority of Member States have introduced specific provisions on recording working time whilst working remotely (Eurofound, 2020c). CJEU case law clearly states that working hours must be recorded for all workers, meaning that provisions made in this regard at Member State level and implemented through collective agreements or individual contracts must apply to all workers. This could contribute to limiting long working hours. However, the reality is that this can be more challenging to put in place in the case of ICT-based flexible work as normal ‘presence based’ systems of time recording cannot be used and some digital means of recording working hours could come up against privacy concerns.

This point raises a more general question about what is considered as ‘working time’ in work arrangements different from traditional settings based at the employers’ premises. The Directive takes a binary approach: the worker is either in working time or in a rest period¹⁴. Nevertheless, evidence from relevant literature (Seghezzi, Tiraboschi, 2018; Génin, 2016) and the EWCS (Eurofound and ILO, 2017) shows that remote workers’ organisation of time is more nuanced,

¹³ CJEU, judgment of 14 May 2019, C-55/18, ECLI:EU:C:2019:402, paragraph 71 ‘In the light of the foregoing, the answer to the questions referred is that Articles 3, 5 and 6 of Directive 2003/88, read in the light of Article 31(2) of the Charter, and Article 4(1), Article 11(3) and Article 16(3) of Directive 89/391, must be interpreted as precluding a law of a Member State that, according to the interpretation given to it in national case-law, does not require employers to set up a system enabling the duration of time worked each day by each worker to be measured’.

¹⁴ CJEU, judgment of 3 October 2000, *Simap*, C-303/98, EU:C:2000:528, paragraph 47; and CJEU, judgement of 10 September 2015, *Federación de Servicios Privados del sindicato Comisiones obreras*, C-266/14, EU:C:2015:578, paragraph 26.

irregular and permeable, and the blurring boundaries between place and time of work and of private life make it more difficult to make an effective distinction. From another point of view, in cases where ICT-based flexible work is not part of the regular and agreed contracted formal working schedule, questions arise about whether the (often significant) amount of work performed by workers outside agreed working hours and the employers' premises is indeed counted (and recorded) as working time or overtime (and paid accordingly). This can depend on provisions in collective agreements or individual contracts as well corporate and management culture and practice. In this regard, there is also evidence from some countries showing that workers in ICT-based flexible work perform unpaid overtime (Eurofound and ILO, 2017).

Other EU directives with relevance for ICT-based flexible work

Beyond the Working Time Directive, some other European legal acts play an important role in regulating some of the aspects highlighted above as being challenging with regards to ICT-based flexible work. These include:

- The European Framework Directive on Safety and Health at Work.
- The Directive on Work-life balance; and
- The Directive on Transparent and Predictable Working Conditions.

In relation to workers' health risks, the **European Framework Directive on Safety and Health at Work**¹⁵ (89/391/EEC) does not differentiate between work locations, therefore it is applicable also in case of remote work. Its importance relies on the fact that this Directive lays down general principles concerning the prevention and protection of workers against occupational accidents and diseases. Among other things, it requires employers to assess all risks to which their workers are or can be exposed, including psycho-social risks and to adopt appropriate preventive and protective measures. Furthermore, the European Framework Agreement on Telework (see below) specifies that: 'The employer is responsible for the protection of the occupational health and safety of the teleworker in accordance with Directive 89/391 and relevant daughter directives, national legislation and collective agreements' (Eurofound and ILO, 2017). It is also important to mention Directive 89/654/EEC concerning the minimum safety and health requirements for the workplace, which provides a definition of a workplace specified as a 'place intended to house workstations on the premises of the undertaking and/or establishment and any other place within the area of the undertaking and/or establishment to which the worker has access in the course of his employment', thus not covering work outside employers' premises. Preparatory work is at the moment ongoing on a possible update of this particular Directive.

An important challenge for intensive ICT-based mobile work is to reconcile work with other activities. The **Work-life Balance Directive**¹⁶ (2019/1158/EU) adopted in June 2019 and to be transposed by Member States within a three-year period, introduces a set of legislative actions designed to modernise the existing EU legal and policy frameworks, with the aims of better supporting a work-life balance for parents and carers, encouraging a more equal sharing of parental leave between men and women, and addressing the underrepresentation of women in the labour

¹⁵ Council Directive 89/391/EEC of 12 June 1989 on the introduction of measures to encourage improvements in the safety and health of workers at work.

¹⁶ Directive (EU) 2019/1158 of the European Parliament and of the Council of 20 June 2019 on work-life balance for parents and carers and repealing Council Directive 2010/18/EU.

market (European Commission, 2019a) . Among other things, it extends the existing right to request ‘flexible working arrangements’ to all working parents of children up to eight years old¹⁷ and all carers. The new working arrangement could be implemented, through remote working, flexible working schedules, or a reduction in working hours. Workers exercising this right according to the provisions set by the Work-life balance Directive should be protected against discrimination or any less favourable treatment as a result of availing of this option. The provisions in the Directive therefore focus on promoting the positive aspects of flexible working to enhance work-life balance, but do not – in themselves – protect against the potential negative effects for work-life balance associated with ICT-based flexible work.

The **Directive on ‘Transparent and predictable working conditions’¹⁸** (2019/1152/EU) states that the place of work and work patterns must be included in the information the employer provides to each worker, with the objective to deliver greater predictability of working conditions (European Commission, 2019b). This is relevant for employees in ICT-based flexible work as regards receiving more complete information on the essential aspects of the work: place of work, leave and working time arrangements including overtime. In the case of employees with unpredictable schedules, such workers should according to the Directive know a reasonable period in advance when work will take place and may refuse to work if the notice period is shorter. The inclusion of such information in the written statement will make it clearer that workers are not required to work outside the defined periods. However, as with the provisions in the Working Time Directive, the existence of such provisions does not necessarily prevent the performance of work beyond agreed working hours using digital tools (working in free time). It remains to be seen whether the availability of written statements setting out the main parameters of the working relationship will reduce such practices or facilitate enforcement. This is specially the case because ICT-flexible work often is carried out on an ‘informal’ basis and with unpredictable schedules.

European social partner Framework Agreements: Telework and Digitalisation

In addition to the above-mentioned legislative provisions at EU level, an autonomous framework agreement on telework was negotiated by the European cross-industry social partners (ETUC, BusinessEurope¹⁹, SMEUnited²⁰ and CEEP) in 2002 to be implemented according to the ‘procedures and practices’ specific to each Member State.

The agreement sets out the definition of telework and a general framework at European level and related working conditions (Eurofound and ILO, 2017). It establishes that teleworkers should benefit from the same general protections granted to workers based on the employer’s premises (EU OSHA, 2017) and includes additional key elements to be taken into account, such as:

- The installation and maintenance of equipment for telework, which has to be provided by the employers, unless the teleworker chooses to use his/her own equipment.

¹⁷ A higher age limit can be set at Member State level.

¹⁸ Directive (EU) 2019/1152 of the European Parliament and of the Council of 20 June 2019 on transparent and predictable working conditions in the European Union.

¹⁹ Named UNICE when the European Framework Agreement on Telework was executed.

²⁰ Named UEAPME when the European Framework Agreement on Telework was signed.

- The organisation of work, entailing that teleworkers have to manage the organisation of their own working time within applicable legislation, collective agreements, and company practices.
- The teleworker’s occupational health and safety has to be ensured by the employer on the basis of applicable EU and national legislation, and of collective agreements (if any).
- The teleworker’s workload and performance standards have to be specified and should be comparable with those of workers operating at the employer’s premises.
- The implementation of measures to ensure the teleworker’s psychological wellbeing, preventing his/her isolation from the rest of the company’s workforce.
- Training and career development opportunities, which must be the same as for comparable staff working on the employer’s premises.
- Collective rights, which must be accessible for the teleworker in the same way as for those employees at the employer’s premises (in particular, in the domain of communicating with workers’ representatives).
- Data protection, with measures to be taken by the employer to ensure that information utilised and processed by the teleworker are subject to appropriate standards and that the teleworker’s privacy is respected (Eurofound and ILO, 2017).

The European Framework Agreement remains the main reference document at cross-industry level related specifically to telework, but some more recent aspects characterising ICT-based flexible and mobile work are not comprehensively covered, partly due to the ongoing evolution of remote working with digital ICTs allowing more irregular, occasional and ‘informal’ patterns of work organisation. Since the adoption of this framework agreement, specific agreements on telework have also been concluded in a number of sectors at EU level. Joint declarations on telework²¹ were adopted in the following sectors:

- electricity (2002)²²
- insurance (2015)²³
- telecommunications (2016 and 2017)²⁴
- banking (2017)²⁵
- commerce (2018)²⁶

In addition, the European cross-industry social partners, as well as the sectoral social partners in commerce, postal services, telecommunications, local and regional government, chemical industry and the insurance and metal sectors have reached agreements pertaining to the impact of

21 The agreements in the telecommunications and commerce sector also specifically include ICT-based mobile work.

22 Agreement between Eurelectric, EPSU and EMCEF, see <https://ec.europa.eu/social/main.jsp?catId=521&langId=en&agreementId=181>

23 Agreement between UNI-Europa Finance, BIPAR, AMICE and Insurance Europe, see <https://ec.europa.eu/social/main.jsp?catId=521&langId=en&agreementId=5405>

24 Agreement between UNI-Europa and ETNO, see <https://ec.europa.eu/social/main.jsp?catId=521&langId=en&agreementId=5459>

25 Agreement between UNI Global Union, EBF, ESBG and EACB, see <https://ec.europa.eu/social/main.jsp?catId=521&langId=en&agreementId=5526>

26 Agreement between UNI-Europa and EuroCommerce, see <https://ec.europa.eu/social/main.jsp?catId=521&langId=en&agreementId=5551>

digitalisation on working life and the role of the social partners in helping to shape such transformations (European Commission, 2018).

After those EU levels sectoral agreements were reached, on 22 June 2020, the European cross-industry social partners officially adopted a new autonomous framework agreement on digitalisation, covering a wide range of issues linked to the changing world of work²⁷. This agreement deals with the challenges of ICT-based flexible work related to the ‘always on’ culture of work and use of ICTs remotely, and therefore tries to limit the negative effects like working in a free time and some of the consequences for workers’ health and work-life balance.

Chapter 2 of the agreement focusses on to the ‘modalities of connection and disconnection’. It refers to the advantages of ICT-based flexible working as well as the ‘risks and challenges around the delineation of work and personal time both during and beyond working time. As it is the case for the agreement on telework, the autonomous framework agreement on digitalisation reiterates the employers’ responsibility to ensure the safety and health of workers, with a focus on prevention. The agreement recommends that social partners at relevant levels institute training and awareness raising on the benefits as well as potential challenges of work making intensive use of digital tools. It also emphasises the need to respect existing working time and telework rules and ensuring compliance in this context. It calls on social partners to provide guidance and information for employers and workers on how these rules should be respected when remotely with digital tool, including the risks of ‘being overly connected’.

Other important elements highlighted in the text include, among other things:

- The importance of a management and company culture which avoids out of hours contact and the drafting of organisational objectives which allow for working time provisions in law and collective agreement to be respected;
- The need to connect policies on disconnection with the management of work organisation and workload (including number of staff)
- Appropriate compensation for any extra time worked
- A no-blame culture to find solutions and to guard against detriment for workers for not being contactable
- Regular contact between managers and workers on workload and work processes

An important aspect to consider is the level of implementation and coverage of the European Social Partners Agreements. In the context of Article 155 of the Treaty for European Union, the autonomous European framework agreement commits the members of BusinessEurope, SMEUnited, CEEP and ETUC to promote and to implement tools and measures, where necessary at national, sectoral and/or enterprise levels, in accordance with the procedures and practices specific to management and labour in the Member States and in the countries of the European Economic Area.

It is important to note that because the implementation of autonomous Framework Agreements reached by the European social partners are implemented in ‘accordance with the procedures and practices specific to management and labour in the Member States...’, this implementation can take a variety of forms ranging from legislation, sectoral or company agreements to guidance documents (among other things). This leads not only to significant diversity in implementation processes but

²⁷ BusinessEurope, CEEP, ETUC and SMEUnited (2020), European social partner framework agreement on digitalisation; https://www.etuc.org/system/files/document/file2020-06/Final%2022%2006%2020_Agreement%20on%20Digitalisation%202020.pdf

also to very different coverage of the provisions adopted. Evaluations of the implementation of previous autonomous framework agreements have shown that implementation can be a particular challenge in countries where social dialogue structures are weakly developed (European Commission, 2015).

This chapter demonstrates that there are some EU legislative texts dealing with problematic aspects experienced by employees in ICT-based flexible work. The Working Time Directive protects workers' health and safety by placing limits on working hours and guaranteeing rest and leave periods. However, the evidence shows that despite the existence of such limits, individuals in regular ICT-based flexible work arrangements often work long hours and do not avail of the required rest periods, which could point to difficulties regarding the enforcement of these provisions in ICT-based flexible work. Other directives, like the European Framework Directive on Safety and Health at Work is also relevant but putting in practice some of its provisions is challenging in remote and mobile work, not least because of the interaction between its requirements and rights to privacy for individuals working remotely or from home. The impact of the directives on transparent and predictable working conditions and work-life balance is as yet unclear since transposition deadlines have not yet been passed. From the content it seems that they can contribute to improve conditions in ICT-based flexible work. However, the first might have the same challenges as the Working Time Directive in relation to enforcement of some provisions (for example, maximum weekly working time of 48 hours) and the latter has more a promoting approach to improve work-life balance than protecting workers against possible negative effects of ICT-based flexible work.

Finally, if autonomous framework agreements are to be regarded as seeking to set framework standards to be implemented at national level in line with national practices, differences in such practices and the weak development of social dialogue in some countries will lead to differences with regard to implementation standards, thus ultimately having a differential impact on working conditions. Therefore, given the nature of the (autonomous) agreement, its implementation is likely to differ significantly from country to country.

The next chapter presents national level regulations on ICT-based flexible work (including telework). It aims to contextualise the different approaches in relation to regulating ICT-based flexible work and more specifically the R2D against the background of different ways of regulating the world of work within various industrial relations systems.

3 – National legal framework on telework and ICT-based flexible work

In most countries, ICT-based flexible work (including telework) is regulated via legislation or collective agreements. In some Member States, this specifically emphasises the potential positive impact of telework on work-life balance. However, only a few countries have developed an approach which acknowledges both the potentially positive as well as the negative impacts of ever-connectedness in ICT-based flexible work on workers' health and work-life balance. This approach has been adopted by, for example, including the R2D in the legislation.

The main differences in the regulatory framework adopted at Member State level can be summarised along two main lines: the extent to which coverage is binding and universally applicable, and the aims of the provisions in relation to work-life balance.

Binding nature of regulation and coverage

National legislation pertaining to ICT-based flexible work is generally binding and applicable to all workers but can be subject to thresholds (size of business covered) or eligibility criteria (types of workers covered). In countries where this type of work arrangement is regulated through collective agreement, coverage significantly depends on the level at which collective agreements are reached and whether these can and have been rendered universally applicable. National industrial relations systems therefore have an important role to play in determining the coverage of regulation via collective agreement.

Research conducted by Eurofound in 2020 (Eurofound, 2020a) shows that 21 EU Member States (Austria²⁸, Belgium, Bulgaria, Czechia, Germany, Estonia, Spain, France, Greece, Croatia, Hungary, Italy, Lithuania, Luxembourg²⁹, Malta, the Netherlands, Poland, Portugal, Romania, Slovenia, Slovakia) have adopted binding legislation regulating the availability and at least some of the modalities of remote work or telework. Even where legislation is in place, it is not unusual for collective agreements to integrate such legal provisions or to elaborate on them, including at the company level.

In some of the countries without legislation, ICT-based flexible work is solely regulated by social partners through collective agreements at national, sectoral and/or company level, or by means of softer measures. In Denmark, Finland and Sweden, collective agreements exist in a number of sectors and result in high coverage. Bargaining at the company level predominates in setting down the details of working arrangements and is considered to be relatively widespread with regard to ICT-based flexible work and its link to enhanced work-life balance. In Ireland, agreements promoting telework and its benefit for work-life balance exist in a wide range of sectors. These are often promulgated through Government Circulars. These are not collective agreements as such but arise

²⁸ In Austria, legislative provision about telework address only contract agents (Contract Agents Act, Section 5c VBG) and financial procurators (Financial Procurator Act, Section 20 ProkG). For other workers telework is not regulated by law.

²⁹ Luxembourg is included in this group since, throughout the Grand-ducal Regulation of 1 March 2012 provided general and countrywide effects to the *Convention relative au régime juridique du télétravail*, it executed between the Union des Entreprises Luxembourgeoises and the trade unions OGB-L et LCGB on 15 July 2011, link <http://data.legilux.public.lu/eli/etat/leg/rgd/2012/03/01/n2/jo>, accessed on 31 May 2020).

from a consensus approach between the social partners and provide a high level of coverage. In Cyprus and Latvia there is no legislation nor national, regional or sectoral collective agreements. A limited number of company level agreements exist.

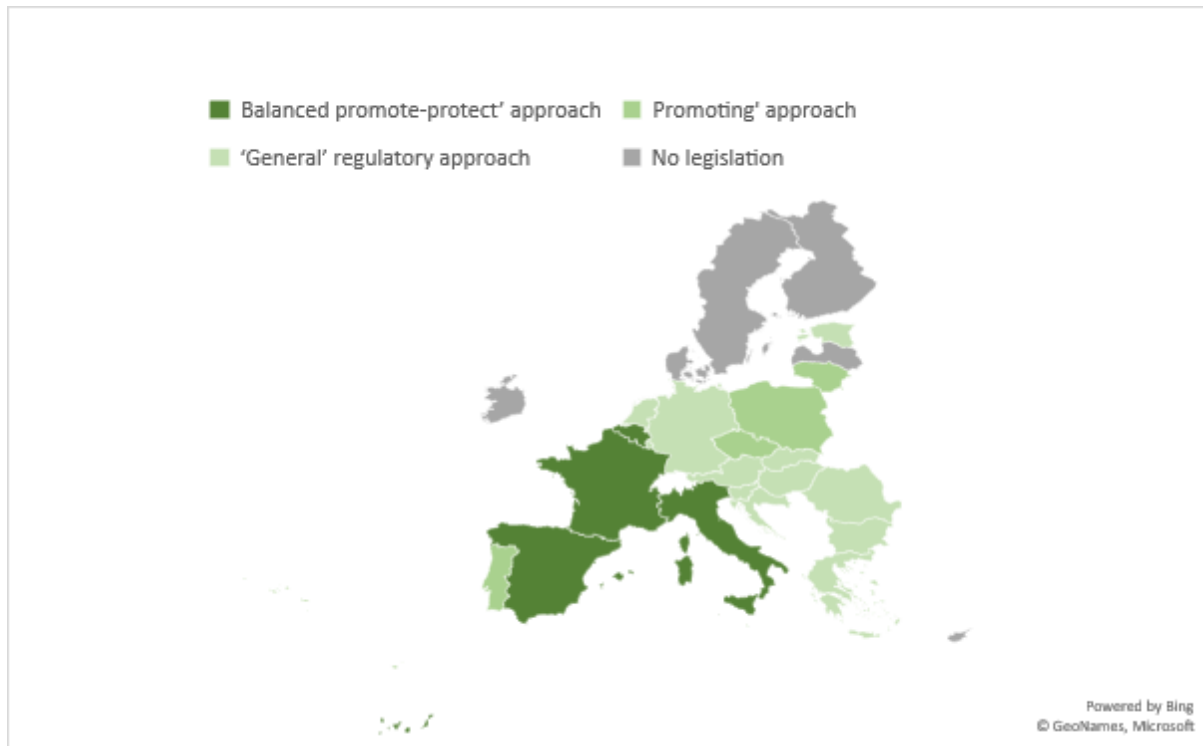
The next section focusses on legislation related to telework and its link to work-life balance, considering the existing different approaches in Europe. It will contextualise the debates and legislative approaches on R2D.

Link between the legislation on ICT-based flexible work and work-life balance

Eurofound (2020e) classifies the provisions addressing telework in different countries according to the aim of the provisions in relation to work-life balance:

- ‘Balanced promote-protect’ approach: Countries with specific legislation which, while promoting the use of ICT to support flexible working (for work-life balance improvement), also seek to protect workers from the potentially negative consequences (obstacles for work life balance and health risks) of an ‘always on’ work culture, for instance by introducing a legal framework for the R2D (Belgium, France, Italy, Spain).
- ‘Promoting’ approach Countries with legislation on the use of telework or remote work, making a direct link between the potential benefits of these flexible forms of work for work-life balance (e.g. by making telework specifically available to individuals with caring responsibilities), but without specifically dealing with any negative consequences related to the use of TICTM (Czechia, Lithuania, Poland, Portugal).
- ‘General’ regulatory approach: Countries having only general legislation regulating the use of tele/remote work (e.g. regulating the possibility of this form of work, its voluntary nature, etc.) and work-life balance, without making a direct link between the two, although this may be indirectly assumed to be a potential benefit (Austria, Bulgaria, Estonia, Germany, Greece, Croatia, Hungary, Luxembourg, Malta, the Netherlands, Romania, Slovenia, Slovakia).
- No specific legislation: Countries without specific legislation governing tele- or remote working (Cyprus, Denmark, Finland, Ireland, Latvia, Sweden).

Map 2: Cluster analysis of the approach adopted by EU national legislation concerning remote and ICT-based flexible work.



Source: Eurofound's compilation base on the contributions from the Network of Eurofound Correspondents.

The 'protective' approach to regulating ICT-based flexible work is developed through provisions on the R2D in legislative texts, which represents an innovation to address working conditions in the digitalised world of work and more concretely to address the implications of working anytime and anywhere.

The different approaches mentioned above are also related to some extent to the different ways of regulating working conditions. In general, although labour legislation exists in all countries, some prefer to regulate working conditions through collective bargaining at central (national), sectoral and/or company level. Sectoral and/or company agreements have a significant impact in central Europe (Austria, Germany), the Netherlands and in Nordic countries (Denmark, Finland and Sweden). Legislation is important in countries like France, Spain, Italy and Portugal, although sectoral and company level agreements also have an important role to play in the implementation and/or integration stage. In Ireland and Eastern European countries collective bargaining at sectoral level is rare and also company level collective agreements are not widespread. Therefore, the Eastern European countries mainly rely on legislation as the key tool for regulating working conditions. These differences will be also observed when discussing the different approaches to regulate (or not) the R2D.

Before describing the existing legislation on the R2D and its implementation in detail in chapter 5, the next chapter looks at debates and views of governments and social partners in countries without and with legislation. Moreover, it explores what are the reasons in favour and against including R2D provisions into the legislation.

4 – Current debates and proposals for regulating the R2D

Overview

At present (May 2020), four EU Member States – Belgium, France, Italy and Spain – legislate on the R2D. In all cases collective bargaining plays an essential role in implementing the right. In the Netherlands and Portugal, legislative proposals have been tabled but have not been adopted yet. In Portugal, following a parliamentary debate, none of the proposals put forward found parliamentary support. In the Netherlands, the consultation phase on a bill tabled by the Labour Party (Overheid.nl, 2019a) passed in March 2019 (Overheid.nl, 2019b). However, a decision on whether it will be adopted has not yet been taken (Arbowetweter, 2020).

In eight countries (Germany, Finland, Ireland, Luxembourg, Lithuania, Malta, Sweden and Slovenia), more or less intensive debates are taking place on the need for a R2D. Among these countries, in Germany and Ireland the debate has more clearly made reference to the possibility of introducing legislation on the issue, although no concrete text has thus far been proposed by the governments. In Germany, the R2D is already mentioned in company level agreements in some enterprises (mainly in companies with more than 250 workers).

In Ireland, the new government announced in its programme (June 2020) an intention to legislate on the issue. In the Nordic countries the issue is not very prominent and tends to be part of the collective bargaining on work-life balance. In Slovenia, the R2D has been discussed within the tripartite dialogue. Employers favour negotiated solutions at company level, but trade unions indicate that when these issues are raised in collective bargaining, employers are not favourable towards reaching an agreement. In Luxembourg, the trade unions favour a legislative approach, but the government and employers favour the social dialogue route. In Lithuania, some trade unions have also spoken out in favour of legislation, but this is not supported by the government and the employers who consider existing legislation to be sufficient. In Malta, information exchanges have taken place on the issue with some trade unions arguing for the need to introduce legislation. The government and employers are yet to adopt a clear position.

No such debate is currently taking place in the remaining thirteen Member States³⁰ for different reasons. Key among these countries is the perception (shared by most of stakeholders) that existing legislation is sufficient to allow workers to disconnect without suffering adverse consequences (Austria, Croatia, Czechia, Estonia, Latvia, Romania and Slovakia). In Romania and Slovakia the social partners emphasise that instead of introducing additional legislation, emphasis should be placed on enforcement to address underlying conditions leading to the existing challenges in ICT-based flexible work. In Denmark, collective bargaining is considered to be the best approach to ensure that workers have the ability to disconnect. Low levels of ICT-based mobile work are considered to play a role in the absence of debate in Czechia, Greece and Slovakia. In countries where trade unions argue that unpaid overtime is a significant concern for workers, the R2D is nonetheless not on the

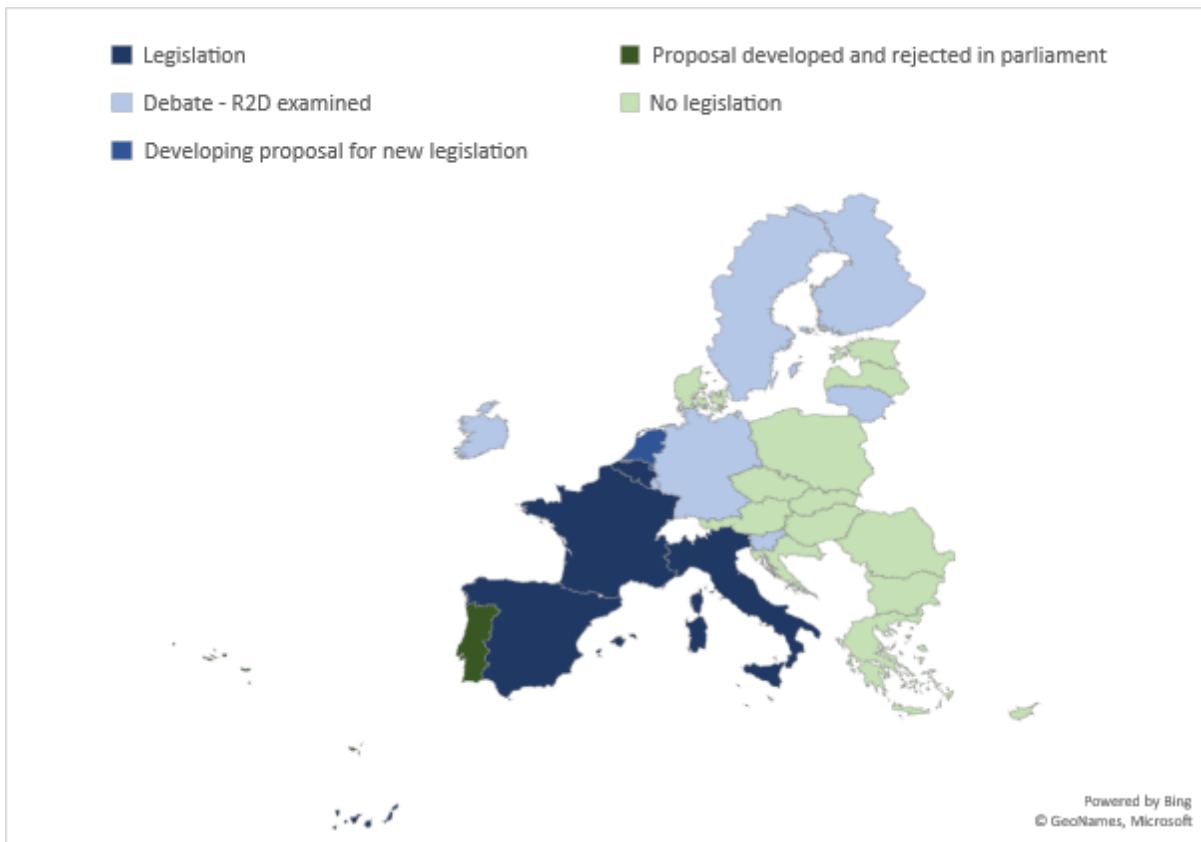
³⁰ Austria, Bulgaria, Cyprus, Czechia, Denmark, Estonia, Greece, Croatia, Hungary, Latvia, Poland, Slovakia and Romania.

legislative agenda at present, partly because other working conditions issues are seen to be more pressing, like unpaid overtime for example (BG, HU, PL).

Map 3 shows these differences highlighting the situation of the 27 Member States in relation to legislative texts including the R2D. Countries can be generally clustered in three groups: Countries with legislation, countries with a debate or proposals and those with neither legislation nor debate on the R2D.

This chapter discusses the status of the debates or proposals and the views of social partners in the different Member States. It also presents reasons expressed for favouring or rejecting legislative action on the issue by different stakeholders.

Map 3: Right to disconnect and national legislation in the 27 Member States



Source: Authors, based on contributions by the Network of Eurofound Correspondents and European Commission and Eurofound Webinar on R2D (June 2020)

Main reasons for regulating a R2D

Table 1 below provides an overview of the main reasons for discussing or regulating the R2D in countries *with* legislation and those *with* debates on the topic. Moreover, it includes the current status on how the R2D is regulated or what options are favoured.

In all countries with legislation, the main reason for addressing the R2D is that there were insufficient specific measures in collective agreements at sectoral or at company level to effectively address the previously mentioned challenges related to ICT-based flexible working.

The problems posed by the greater proliferation of digital technologies was perceived by the stakeholders to have become more challenging within the parameters of existing legislation. This was the case in France and Spain. In France, the need for clarification in the law was demonstrated by the rise in case law on the issue. In Spain, another motivation behind the legislation is the concern around privacy and data protection of remote workers. Finally, in France and Belgium in particular, a body of evidence was building around the risks resulting from ICT-based flexible work linked to the expansion of working hours into free time, insufficient rest periods and the blurring between work and family life.

In countries where there is a debate and there have been initiatives proposing the development of legislation (Portugal and the Netherlands) those supporting legislative provisions or collective bargaining on the topic also referred to the following aspects as reasons for initiating the debate regarding legislation on a R2D³¹:

- additional legislation is the best way to enforce existing rights related to working time, health and safety and work-life balance,
- there are no (or insufficient) collective agreements with clauses related to R2D, and the growing scientific evidence of the risks of ICT-based flexible work. Although legislative initiatives have not progressed yet in these countries since they were proposed in 2019, the impact of the COVID-19 pandemic has provided a new impetus to discussions (see chapter 6 below).

In the Nordic countries the debates are less intense and they are based the evidence regarding the challenges associated with ICT-based flexible work. Collective bargaining is favoured as a way to address such issues.

³¹ In Portugal, legislative provisions are primarily supported by some parties on the left of the political spectrum. In the Netherlands, legislation is supported by the labour party and a number of trade unions.

Table 1. Motivations for regulating the R2D in countries with legislation or debate (14 Member States)

	Enforcing working time, work-life balance, preventing psychosocial risks and disconnection	Case law suggested need of legislation	No enough provisions in collective agreements	Evidence of negative effects of ICT-based flexible arrangements on health and work-life balance	Current status
France	x	X	x	x	Legislation (2016) Agreements are common at sectoral and company level
Belgium			x	x	Legislation (2018) Some agreements exist at company level
Italy			x		Legislation (2017) Some agreements exist at sectoral and company level
Spain	x		x		Legislation (2018) Some agreements exist at sectoral and company level
Portugal	x				Legislation Rejected (2019) Only small number of agreements at company level
The Netherlands	x		x	x	Bill proposed in 2019, no further steps yet taken since online consultation
Germany	x			x	Preparation of new legislation (2019, 2020) Some big companies have agreements
Slovenia	x		x	x	Collective bargaining favoured
Ireland	x		x	x	Collective bargaining favoured and regulation through code of practice
Luxembourg			x	x	Collective bargaining favoured
Lithuania	x		x	x	No initiative
Malta				x	No initiative

Sweden					No specific initiative (work-life balance approach in collective bargaining)
Finland				x	No specific

Note: Authors based on contributions from the Network of Eurofound experts. For countries with legislation, motivations included in the legal texts are also considered as well as information provided in the Webinar on the R2D (European Commission and Eurofound, June 2020).

Table 2 below provides another perspective, by briefly giving an overview of arguments in favour and against including the R2D in legislation advanced by different stakeholders in all EU27 countries.

Table 2: Arguments for and against legally regulating R2D by different stakeholders in the 27 Member States

	Countries with legislation	Countries without legislation	Stakeholder
Arguments in favour of legally regulating R2D			
The blurring of boundaries between work and private life is becoming more acute with increased digitalisation – this has a negative impact on WLB, health and well-being	BE, FR, IT, BE, FR, IT	DE, LU, MT (some unions), NL, SI DE, LU, NL, PT, SI	Trade unions Some political parties (mostly on the political left)
Stress and other occupational illnesses arising from ever-connectedness are placing increasing burden on employers and social insurance systems		DE	Trade unions
Existing working time legislation is outdated and does not take account increasing digitalisation in the workplace and the consequences of ‘ever-connectedness’	FR, IT FR	DE, LU, NL, SI DE, LU, NL, PT, SI	Trade unions Some political parties (mostly on the political left)
OSH legislation is insufficiently focussed on psycho-social hazards such as stress factors linked to ‘ever-connectedness’	BE	DE	Trade unions Government
Existing legislation is not sufficiently clear on what constitutes working hours (including work performed outside the workplace)		LT	Trade unions

The increase in home working resulting from the COVID-19 pandemic requires action in this area	ES, IT	DE DE	Trade unions Some political parties (mostly on the political left)
Collective bargaining is important but does not cover all workplaces and in some cases employers are not willing to include this issue. Collective bargaining on the issue is insufficiently developed	FR, IT, ES, BE	IE, SI	Trade unions Trade unions, governments
Significant volume of case law on the issue pointed to the need for further legal clarification	FR		Trade unions, government

Argument against a legally established R2D

Increased stress and burnout are an issue but the underlying reasons are complex and not only workplace related. Therefore different solutions are needed		NL	Employers
Solutions need to be customised to different workplaces and situations to meet the requirements of both employers and employees – guidance is preferable to legislation		DE, MT, NL MT (some unions)	Employers Trade unions
Collective bargaining is the best way to address the issue		CZ, DK, SE, SI CZ, DK, SE	Employers Trade unions
Existing legislation is sufficient, only awareness raising and enforcement need to improve		AT, BG, CZ, EE, HR, LV, PT, RO, SK AT, BG, CZ, EE, HR, LT, LV, RO, SK	Trade unions Employers

Source: Authors, based on contributions by the Network of Eurofound Correspondents and the European Commission and Eurofound Webinar (June 2020) Note: both for Trade Unions and Employers the reference is the cross-industry level.

In the next sections the findings included in Table 2 are explained in more detail following the clusters mentioned above.

Countries without a debate

In countries where the R2D has not (yet) been subject to debate, different reasons are given for this. These are summarised in Table 3 (more than one of these reasons can be relevant per country). The reasons behind these arguments and views of different stakeholders are elaborated in more detail below: Low prevalence of ICT-based flexible work, working time legislation considered sufficient and the preference for collective bargaining for regulating work-life balance issues.

Table 3: Reason for absence of debate on R2D provided by social partners³², government representatives and academic experts

Reasons for absence of debate	Stakeholders	Countries
Existing legislation is considered to be sufficient in terms of allowing workers to switch off their technological devices after work without facing consequences for not replying to e-mails, phone calls or text messages	All Experts	AT, CZ, EE, HR, LV, RO, SK BG
Issue is already being addressed through collective bargaining	All Trade unions	DK LV
Low prevalence of ICT-based flexible work	All	BG, CZ, EL, SK Other countries with low prevalence of ICT-based flexible work are RO, HU, PL, LV, LT
Other issues considered to be more pressing	Trade unions	BG, HU, PL
Emphasis need to be placed on enforcement rather than on additional legislation	Social partners	RO, SK

Source: Authors, based on contributions by the Network of Eurofound Correspondents

Low prevalence of ICT-based flexible work and other issues

Overall, with the exception of Austria and Denmark, most of the countries without debate have a relatively low prevalence of ICT-based flexible work (see chapter 1). Their DESI index rating is also lower than average (European Commission, 2019³³). Therefore, the context (prior to the Covid-19 health crisis) was not conducive towards the development of ICT-based flexible work and a related awareness of the advantages and disadvantages of this type of work arrangement. Furthermore, the

³² When social partners are referred to, this relates to cross-industry social partners.

³³ DESI is a composite index that summarises relevant indicators on Europe's digital performance and tracks the evolution of EU Member States in digital competitiveness; <https://ec.europa.eu/digital-single-market/en/desi>.

knowledge-based service sector represents a relatively smaller part of the economy when compared to the EU average.

Therefore, the low prevalence of ICT-based flexible work can be considered as one of the main reasons for the absence of debate on R2D in these countries, as it is the case in Cyprus and Greece. Furthermore, in **Cyprus**, working remotely with ICTs from home has not been part of the business and public sector culture prior to the current crisis. The low proliferation of high-speed broadband and digital technologies penetration in **Greece** has meant that the use of ICT based flexible work remains limited. As a result, although the existing legislation is considered to be insufficient by the trade unions to provide an effective right to switch off, the subject is not currently being actively discussed. This could change as a result of widespread expansion of telework during the COVID-19 pandemic.

Table 4: Main reasons for absence of debate in countries with low prevalence of ICT-based flexible work

Main reason for absence of debate	Stakeholders	Countries
Low levels of ICT based flexible work, including due to low penetration of high speed broadband	Social partner, government, expert	CY EL
Higher importance of protection of general labour rights	Trade unions, expert	HU
Issue of high share of unpaid overtime emphasised by trade unions but not discussed in bi-partite or tripartite dialogue	Trade unions	PL

Source: Authors, based on contributions by the Network of Eurofound Correspondents

In **Hungary and Poland**, trade unions are relatively concerned about the high share of unpaid overtime and broader labour rights issues. Research indicating that the delivery of (unpaid) work outside of working hours using digital tools is not an exceptional practice^{34,35}.

In **Poland**, the R2D is perceived to be a negligible issue compared to the broader issue of the widespread use of unpaid overtime (considered by trade unions to be due to a lack of clarity of the existing legislation³⁶) and has not been discussed in the Social Dialogue Council. Referring directly to employees (persons covered by the Labour Code), the legislator allows a wide application of task-based work system (if justified by the type of work or its organization or place of work) which essentially hinders implementation of the R2D, since the employer does not keep a record of

³⁴ Rácz (2019) refers to the fact that in Hungary, employers require managers to keep their mobile phones on even during the weekend and do not need to be compensated for this time, according to a Supreme Court reasoned opinion of 2006 (1540/2006).

³⁵ A survey conducted by online job recruiter profession.hu finds that most Hungarians work overtime “completely free of charge” (Profession.hu, 2018).

³⁶ Poland has received several times negative conclusions regarding compliance with the obligations arising from the European Social Charter regarding the absence of additional compensation of free time for overtime work (at the employee's request, overtime work is compensated 1 hour against 1 hour, the employee's request in practice of employment relations almost always takes place (without an employee's request, overtime work is compensated by free time 1.5 hour against 1 hour). There is lack of proper (in the opinion of the Council of Europe) compensation of over-dimensional (overtime) work of civil servants.

working hours in this system. In addition, a high share of employment in Poland is based on the so-called civil law contracts. Such individuals have no statutory guarantees linked to the right to rest.

Existing legislation addresses the conditions to disconnect

Some stakeholders in Austria, Bulgaria, Czechia, Croatia, Estonia, Latvia, Romania and Slovenia consider that the existing national legislation is sufficient to ensure respect for the working time limits and the possibility to disconnect from work during rest periods. The table below demonstrates that stakeholders in different countries consider different pieces of legislation as the source of protection but also shows that in a number of countries social partners acknowledge the need for better enforcement of the existing provisions and raising more awareness on the issue.

In Austria, Bulgaria, Croatia, Czechia, Estonia and Latvia, any additional hours worked beyond the limits set in the national working time legislation must be agreed in advance and compensated as overtime (or additional rest periods). . In Estonia, and Slovakia, health and safety legislation requiring risk assessment of psycho-social risks is also seen as an important source of protection against constant connection, compromised rest periods and working outside contractually determined limits. Having said that, social partners in Austria, Romania and Slovakia acknowledge that better enforcement could contribute to prevent the potentially negative side-effects of intensive ICT-based flexible work. In Austria, the trade unions have run awareness campaigns and issued guidance on this issue several years ago.

Table 5: Main reasons for absence of debate in countries where existing legislation is considered to be sufficient

Main reason for absence of debate	Stakeholders	Countries
Working time legislation clearly delimits the hours workers are required to work – any work performed outside these periods constitutes overtime and must be remunerated or compensated through additional rest periods	Social partners, governments Experts	AT, BG, CZ, EE, LV HR
Health and safety legislation require risk assessments to be carried out which serve to identify the physical and psychological hazards associated to long-hours working and missed rest periods	Social partners, governments	EE, SK
More effective enforcement and awareness raising is needed to better ensure observance of existing rights	Social partners	AT, RO, SK

Source: Authors, based on contributions by the Network of Eurofound Correspondents

In **Austria**, for instance, stakeholders concur that the existing laws sufficiently address the right to switch off. Working time legislation stipulates that working hours delivered in employees' free time must be remunerated, either in the form of monetary compensation or via time off in exchange (Oswald, 2017). Thus, if workers are expected to answer their phone and/or emails outside their normal working hours, this is considered as working time³⁷. In order to increase employees'

³⁷ Specific provisions also apply to on-call time.

awareness of their existing rights in this area, the largest trade union in the Austrian trade union confederation³⁸ (held a campaign on the right to switch off as far back as 2013).

According to legal experts in **Bulgaria** (Alexandrova, 2018), although Bulgarian labour law does not explicitly guarantee the R2D, the Constitution, Labour Code, the Ordinance on Working Hours, Rest and Leave, and the Ordinance on the Regulation of On-call Time and Availability of Employees set limits on the amount of time employers can expect employees to be available outside of regular working hours. Furthermore, the use of remote work using digital tools and associated risks of stress and burn-out are more limited. According to a representative from the Confederation of Independent Trade Unions in Bulgaria (CITUB), since early 2019, there were some advancements within tripartite discussions on the need to create a White Book defining the issues related to the future of work, however this work has not advanced due to other legislative priorities.

In **Czechia** and **Croatia**, existing legislation is perceived by all stakeholders to be adequate. The Croatian labour act (article 60) defines working time, including the concepts of on-call and stand-by time and is considered by legal experts to be sufficient in providing what should be considered as regular working time, overtime, the working time that is to be paid and what the overall limits on working hours area³⁹. In Czechia, in cases where employers have dismissed a worker for refusing to respond to emails and communications out of hours, the social and labour courts have always reversed such cases. Moreover, according to Eurostat data, only around 4% of employees worked from home in the Czech Republic in 2018.

In **Estonia and Latvia**, both the social partners and the Ministry of Social Affairs agree that existing labour law is sufficiently addressing the right not to engage in work outside the agreed working hours. None of the parties see the need to regulate the R2D more precisely.

In **Estonia**, relevant provisions on maximum working hours and rest times are included in the working time legislation. This particularly stipulates that any overtime work must be agreed by both the employer and employee and overtime work must preferably be compensated with free time. In addition, the Ministry of Social Affairs also considers that the topic is also covered with the Occupational Health and Safety Act. As of 1 January 2019, psychosocial risk factors are specifically highlighted in the legislation.

A telework agreement signed by the peak-level social partners in 2017 (largely inspired by the European level social partners' framework agreement on telework from July 2002) was complemented by additional guidelines issued by the Ministry of Social Affairs in 2019 covering the aspects of health and safety. This additional guidance was issued to further clarify employers' responsibility for the health and safety of workers working remotely. These guidelines state that 'the employer must respect the employee's right not to be available, for example, respecting that the employee does not use work phone and work emails outside the regular working time'. It was pointed out both by the social partners and the Ministry of Social Affairs that a soft-law approach

³⁸ The trade union of private sector employees and workers in the print, journalism and paper sectors (Gewerkschaft der Privatangestellten, Druck, Journalismus, Papier; GPA-djp_

³⁹ Based on interviews with legal experts carried out by the Croatian member of the Network of Eurofound Correspondents.

(social partners' agreements, guidelines) is the best way to supplement the legislative provisions if more details are needed.

In **Latvia**, there is a consensus among stakeholders that working time is strictly regulated by law and in individual employment contracts. It is considered that this regulation gives sufficient protection to workers not to suffer adverse consequences if they refuse to outside their agreed working time (unless doing so in specific circumstances is provided for in company agreements or individual contracts) The inclusion of the 'remote work' notion in labour protection legislation means that all health protection requirements provided in the law also relate to remote work. Trade unions therefore consider that, if an employer wants that an employee to perform additional work, this needs to be agreed as overtime and appropriately remunerated.

The Latvian employers' confederation considers that collective bargaining is the most effective method of solving R2D issues. However, in the recent crisis situation, collective bargaining was perceived to be inadequate given the sharp increase in telework.

Romanian legislation contains very detailed provisions on working time and the monitoring of working hours. According to art. 119 of the Labour Code, as amended by Government Emergency Ordinance no. 53/2017, the employer has the obligation to keep records of working hours performed daily by each employee, highlighting the start and end times, and to submit these records to the control of the labour inspectors whenever required. Telework has also recently been regulated by Law no. 81/2018. According to art. 4 of the law, in order to fulfil their duties, teleworkers organize the work schedule in agreement with the employer, in accordance with the provisions of the law. Consequently, the monitoring of the online activity carried out by teleworkers must be as rigorous as in the case of the employees who work at the company's premises, and the overtime regulation does not differ. Social partners agree that there is no need to additionally legislate on the R2D, but rather to ensure that the existing rights are effectively enforced and workers are aware of their entitlements.

Enforcement is considered to be the most pressing issue in **Slovakia**. The Labour Code (Act No. 311/2001 Coll.) and legislation on occupational health and safety (Act No. 124/2006 Coll.) are key provisions in this area. In addition, these two pieces of legislation are supplemented by Decree No. 542/2007 Coll. Which explicitly obliges employers to take measures to eliminate or reduce risks related to mental load in the workplace. Partly due to the existing legislative framework being considered sufficient, and partly because of the low proliferation of telework in Slovakia, there is no debate on the R2D; instead, emphasis is placed on the need to ensure more effective enforcement of existing rights.

Collective bargaining and workplace agreements preferred

As in the rest of Nordic countries, in **Denmark**, collective bargaining between the social partners mainly at sector and company level is considered by all stakeholders to be the best way to regulate the employment relationship. Legislation on employment relation issues is very limited. The parties in the financial sector concluded the first collective agreement on telework in the middle of the 1990. Since then, the European Social Partners' autonomous Framework Agreement has been incorporated in most Danish collective agreements or alternatively telework has been/is part of sectoral agreements on working time and work-life balance. The right to privacy in relation to working outside employers' premises is ensured through collective agreements and informal agreements at workplace. However, there are not specific collective agreements on the R2D at the

sectoral or company level but social partners agree that further measures in this area would need to be added through collective bargaining processes.

Therefore, the main reasons for the absence of debate in the countries presented in this chapter, are the low prevalence of ICT-based flexible work, the view that existing legislation is enough to address the problems related to this arrangement, or a combination of both aspects. Additionally, it is very likely that in some Nordic countries like Denmark social partners have added such issues through collective bargaining. In this regard, it is worth mentioning that a specific culture characterised by a protection of work-life balance and high level of responsibility at work might facilitate solutions without further legislative measures. Moreover, collective bargaining is widespread across the economy in these countries. However, it does not mean that the same approach can work in other countries.

Countries with a debate and some stakeholders advocating for a legislative proposal on the R2D (but without legislation)

In countries where the issue of a potential need for a R2D has been raised, this has been primarily initiated by trade unions and is sometimes supported by government or specific political parties, although approaches to solutions may vary. The main rationale is the impact of ‘ever-connectedness’ through digital tools on work-life balance and physical and mental health and well-being. Whereas in Lithuania, and Malta, the issue is primarily being raised by trade unions, in Germany, Ireland, Luxembourg and Slovenia, it has also been discussed by the government or by political parties and jointly by social partners. Thus far Germany is the only country where trade unions have put forward their own specific proposals to address this issue. In Finland and Sweden, although there has been debate, there is largely an agreement between the social partners that no legislation is required at this stage.

Table 6 below highlights the main reasons behind the debate on the R2D in these countries. These are often multi-faceted and overlapping, with the table only emphasising the key rationale put forward⁴⁰.

Table 6: Main reasons for debate

Main reason for debate	Stakeholders	Countries
Increase in stress related absence and need to address causes of workplace stress	Trade unions	DE
Lack of provisions addressing over-use of technology outside contractual working hours and associated negative physical and psychological health impacts	Trade unions, experts	IE
High share of unpaid overtime and lack of clarity of existing working time legislation	Trade unions	LT
Increasing blurring of lines between work and private life due to use of ICT-based tools	Trade unions	SE, SI
Debate inspired by introduction of legislation in France	Trade unions	FI

⁴⁰ No specific reasons for the emergence of the debate were highlighted by experts in Malta and Luxembourg.

Source: Authors, based on contributions by the Network of Eurofound Correspondents

Among the countries with a debate on the R2D, but currently no legislative initiative, discussions are most advanced in **Germany**. The debate was triggered by a trade union proposal for regulation addressing the broader issue of workplace stress put forward in 2012. This was motivated by the significant increase in stress-related absences. The proposal contributed to the amendment of German OSH legislation to place greater focus on psycho-social risk factors in the workplace in 2013. Subsequently, the R2D was again raised in 2014 in the context of a broader debate on the future of work (Work 4.0), which considered the impact of digitalisation on the workplace. However, as employers' organisations remain opposed to enshrining a R2D in legislation and with other issues (such as migration) dominating the policy agenda, the topic faded from the policy debate. It is also argued that such issues are best regulated at company level through collective bargaining.

Box 1: Germany – Company level agreement on the R2D at Volkswagen (VW)

VW was one of the first companies in Germany where an agreement implying a R2D was negotiated between worker representatives in the Works Council and management. The so-called 'regulation on the use of smart phones' was inspired by the significant increase in the use of smart devices both at home and in the workplace. Workers representatives considered that while the new opportunities such devices offer for communication have advantages for employers and workers, they also carry risks. Constant accessibility can be a cause of stress for employees and can lead to an expansion of working hours. In 2011, an agreement was therefore reached on the use of these devices at VW. The agreement stipulates that managers and senior technical experts⁴¹ can use smartphones at any time whereas for other workers the connection between the server and the smart phone is disabled between 18:15 and 7:00. Workers can use the phone function but cannot receive emails, text messages or video calls. Exceptions can be made for specific projects, but this needs the prior agreement of the works council. This could be relevant, for instance, to workers engaged on transnational projects where colleagues working in different time zones may be involved.

The distribution between managerial and high-level expert staff and other workers at VW implies that the R2D applies to around 80% of the workforce.

Assessments show that the majority of employees appreciate the regulation, but some would prefer more flexibility and control over their working hours. However, the Works Council preferred a hard shut down to avoid workers worrying that if they requested the R2D they may be considered to be not 'ambitious'. Surveys show high satisfaction and low stress among those covered by the collective agreement.

Time spent of telephone calls outside of working hours is not automatically registered as working time. There is a trust based working time system in place which requires worker to notify additional hours worked. Addressing unpaid overtime was another motivation behind the agreement and this went hand in hand with many activities trying to reduce workload and align this to the ability to disconnect.

Source: European Commission and Eurofound Webinar on R2D (2020)

In the context of COVID-19, the debate has now re-emerged with trade unions continuing to favour a legislative solution. The government has indicated its intention to publish a new regulation on teleworking by the autumn 2020, but it is currently not clear whether it will include a R2D (see chapter 6 for more detail on the impact of Covid-19 crisis on telework and the R2D).

In **Ireland**, the Financial Services Union (FSU) began a campaign on the R2D in October 2019 based on research evidence regarding the over-use of digital tools to perform work outside of contracted working hours.⁴² Employee survey results presented in a report by the Department of Business, Enterprise & Innovation (Government of Ireland, 2019)⁴³ indicate that for 46.7% of worker respondents switching off/avoiding overwork are the biggest challenges linked to working remotely.

While trade unions consider that the issue of disconnection should be addressed through collective bargaining, given the limited coverage of collective agreements in the private sector in Ireland, legislation could be the best way to ensure comprehensive coverage of such a right. Employers' organisations maintain that the R2D is already addressed by the existing working time legislation, as evidenced by existing case law on the issue. The largest employer body, Ibec, maintains that before any additional measures are proposed, more awareness raising around the existing legal framework should be considered.

The issue has been picked up at the political level with the new government established in June 2020 undertaking to bring forward proposals on a R2D in 2020.⁴⁴

Another country with a government broadly favourable towards a RD2 is **Luxembourg**. The former Minister of Labour and Employment, Nicolas Schmit (now Commissioner for Employment, Social Affairs and Inclusion) had stated that the R2D would be in the interest of employees but also of companies, especially in the face of the risk of burn-out. The government included the R2D in its political programme. The current Minister of Labour and Employment, Dan Kersch, is in favour of a R2D but would prefer a negotiated solution between the social partners. The trade unions, on the other hand, would prefer a legislative approach. The position of the employers' organisation has not yet been finalised.

In **Lithuania**, the question of the R2D has also been raised by trade union representatives who express concerns about the perceived lack of clarity in existing working time legislation regarding the status of work performed by workers using digital tools after their contracted working hours. According to trade unions, this leads to such work being largely unpaid. Employers have rejected this

⁴² The FSU's campaign was inspired by research carried out by the University of Limerick's Kemmy School of Business (O'Sullivan, McMahon, Murphy, 2019). The UL report found, among other things, that "there is a lack of measures in organisations addressing the overuse of technology and a lack of protection for workers around out-of-hours technology (p.24)." Based on a survey of 1,000 workers, only "a small proportion [...] indicated that their employer had established measures to prevent over-use of technology" (p.24).

⁴³ The report 'Remote work in Ireland. Future Jobs 2019' Government of Ireland (2019) states that the potential negative mental health implications of remote working include loneliness, feelings of isolation and the potential negative physical impacts such as neck, back and shoulder pain from poor workstations. Therefore, remote work "should not be seen as an inherently beneficial arrangement." Around 12% of respondents who worked remotely cited mental health impacts as the biggest challenge of working remotely.

⁴⁴ Programme for Government: Our shared future; <https://static.rasset.ie/documents/news/2020/06/draft-programme-for-govt.pdf>

view arguing that the existing Labour Code sufficiently regulates the issue. They also pointed to the increasing demand from workers for greater working time flexibility.

As was highlighted in the case of Ireland, the issue is therefore one of addressing the situation where workers are requested (or feel they are required) to work additional hours beyond those contractually stipulated (but potential within legal maximum limits). According to representatives of the State Labour Inspectorate (SLI), answering business phone calls and e-mails outside working hours amounts to overtime, which employees can legally refuse to perform unless collective or individual agreements provide otherwise.

The main source of concern is considered by trade unions to be the fact that not all employees know their rights and, even if they do, they do not wish to spoil their relationship with the employer by refusing to perform such additional tasks in their own time (for which they are not paid, LRT.It, 2015). According to the Lithuanian Trade Union Confederation (LPSK), there are frequent cases when overtime is not paid for. Such hours are often not recorded meaning that, in the event of a dispute, it is difficult for the employee to prove that they worked more than the hours indicated in the documents provided by the employer. According to LPSK the current labour code does not clearly define whether the time required to answer calls and e-mails after the end of the official business hours is considered work. In this context, trade unions strongly welcomed the ruling of the Court of Justice of the European Union (CJEU), delivered on 14 May 2019, which requires all employers to keep records of working time and thus to ensure employees' rights. Health care provisions argue that such activities after work cause stress and may have negative psychological and physical consequences.

However, employers' representatives point to the fact that working hours flexibility is often also requested by workers themselves (Spinter.It, 2019). The existing labour code is considered to provide a sufficient legislative framework but also provides the required element of flexibility for issues to be negotiated between the employer and the employee.

In **Slovenia**, discussions on the R2D have been held on a tripartite basis, with trade unions supporting a legislative solution. However, employers oppose this approach.

A growing number of studies has drawn attention to the need for a detailed examination of the influences of digitalisation on the world of work⁴⁵. At the level of the government, the R2D has been discussed, but it has not been recognized as one of the priorities defined in the Resolution on the National Programme of Health and Safety at Work 2018 – 2027, although this document addresses the issue of work from home and work life balance. In 2016 the R2D was discussed within a small tripartite expert group including a representative of the Ministry of Labour, Family, Social Affairs and Equal Opportunities, a representative of the Association of Free Trade Unions of Slovenia (ZSSS), and a representative of the Association of Employers in Craft and Small Business of Slovenia (ZDOPS). In a report prepared by this group (Future of work – Slovenia), it warned that the introduction of ICTs in the working environment blurs the boundaries between professional and private life and that the employees should be granted the R2D. They emphasized the need for the existing legal framework

⁴⁵ These suggest that the legislator and social partners take into consideration the impact of the digitalisation on existing concepts in labour law and in collective bargaining to address the blurring lines between work and private life (Kanjuro Mrčela and Ignjatovič, 2015). Psycho-social risks that include constant availability represent one of the most important challenges related to safe and healthy work with mobile IT devices in the country (Šenčur Peček, 2017).

to be adapted to new realities in which for example homeworking is becoming increasingly used and where related regulations are very basic.

The R2D was also discussed in 2017 at the Economic and Social Council of the Republic of Slovenia (ESC), the highest-level body representing the social partners in Slovenia. Since then the ZSSS has been bringing the R2D to the Council's agenda, but they claim the employers' organizations refused to adopt any agreement on the issue. The ZSSS proposed to all negotiators to include the R2D into sectoral collective agreements, but argue that this proved to be impossible due to the employer opposition. A legislative solution is therefore preferred by the trade unions. The Chamber of Commerce and Industry of Slovenia finds the R2D to be an important issue related to working time and they say it has not been a part of collective bargaining in the private sector so far, but they believe that this is a legitimate issue and should be addressed in the collective agreements⁴⁶.

Both in Finland and Sweden, a debate on legislation on R2D has been raised but has ultimately failed to gain much traction. Issues related working time and work-life balance are largely dealt with by social partners at workplace level. In addition, in **Finland** an amended Working Hours Act (*Työaikalaki*) (2019/872) came into force in January 2020. Unlike in the older version of this Act, distance work and telework are now included. Since the changes to the working time legislation were rather extensive, it seems likely that there was no room for a parallel discussion or legislative proposal on a R2D. Furthermore, while this Act does not directly govern the R2D, it involves changes to working hours that have indirect effects on the R2D. Chapter 6 regulates maximum weekly working hours (48 hours). It also allows employers and employees to agree upon flexible working hours if half of the employee's working time consists of tasks that are not bound to time or place. In other words, while the new Act does not regulate right to not answer job emails or phone calls outside of working hours, it has shifted the legislation towards a direction where all work counts as working time, thus making visible time spent working outside of contracted working hours and outside the employers' premises. It is therefore questionable whether any legislative proposals regarding R2D or other similar issues related to working hours would be discussed before the implications and the effects of the new Working Hours Act are clear. Indeed, when the R2D was briefly debated in Finland in the wake of its implementation in France, Akava (the Confederation of Unions for Professional and Managerial Staff) argued that there was no need for a specific R2D law, and that the concept of working time laid down in the (old) Working Hours Act (1996/605) should be updated, since it did not take into consideration increased teleworking – a change that has now been achieved.

In **Sweden**, the debate regarding the R2D is raised by trade union in the context of the increasing use of new technologies and the constant connection to work – particularly for workers who work remotely. In recent times, social partners have implemented bi-partite collaborations seeking to address the issue. One example is the joint collaboration named 'sustainable working life' (*Hållbart arbetsliv*), which focusses on longer and more sustainable working life for white-collar workers in the public sector. The work was initiated by *Partsrådet*, a bi-partite council for workers and employers in the public sector (consisting of the employer organisation *Arbetsgivarverket* – The Swedish Agency for Government Employers, OFR - the Public Employees' Negotiation Council – an organisation for

⁴⁶ Based on research carried out by the Slovenian member of the Network of Eurofound experts for this study.

fourteen trade unions with members in the public sector – Saco-s and Seko (The Swedish Union for Service and Communications Employees). The result of this collaboration is presented in the box below.

Box 2. Remote work agreements in the public sector in Sweden

The social partners in the public sector in Sweden have agreed that in case of ICT-based remote work (which is common in the public sector), workers and employees can sign a “remote work agreement”, a so-called *distansarbetaravtal*. It applies the European framework on telework. A remote work agreement includes:

- Indications of the duration of the agreement
- How many days a week the worker works remotely
- Working hours (usually according to local or central collective agreement)
- Availability (touching on the R2D)
- The tasks that the employee must perform remotely
- Equipment
- Insurance
- responsibilities / areas

Source: Swedish contribution from the Network of Eurofound Correspondents

While the R2D has been debated by social partners in **Malta**, no consensus is emerging on how to address the issue. Since 2017, the R2D has been discussed sparingly by both employers and unions in Malta. For example, in October 2019, the tripartite Malta-EU Steering and Action Committee (MEUSAC) held a conference on the subject (MEUSAC, 2019). The Malta Employers Association (MEA) also dedicated a TV programme on the subject on national TV and the issue has also been discussed by the General Workers Union (GWU) and the Malta Union of Teachers. The two main employers’ associations (MEA and the General Retailers and Traders Union (GRTU) are calling for flexibility rather than a one-size-fits-all solution. Likewise, the confederation Forum Unions Maltin (FORUM), argues against a one-size-fits-all and are calling for tailor made solutions within specific work contexts. Unions like the GWU and UHM Voice of the Workers on the other hand favour legislation, whilst allowing room for manoeuvre in order to cater for the specificities of different work contexts. The Confederation of Malta Trade Unions (CMTU) considers that the R2D is not yet properly defined and is suggesting that first a common definition is needed.

In summary, in this group of countries, the challenges surrounding over-connectedness in increasingly digitalised workplaces have been raised, primarily by trade unions, but also by some governments, political parties and employers’ organisations. However, the favoured solutions differ ranging from better enforcement of existing legislative provisions, over collective bargaining to legislative solutions and as a result no consensus has thus far been found on further actions. In most of these countries one of the main issues discussed is whether the way to adopt regulation related to R2D should be legislation or only company level collective bargaining.

Countries with legislative proposals regarding the R2D

In the Netherlands and Portugal, legislative proposals on a R2D have been tabled. In Portugal, proposals made by different political parties were rejected in parliament in 2019. In the Netherlands, a bill was put forward by the Labour Party and a public consultation took place in 2019. Since then, no further progress has been made. This section discusses the status of the debate in both countries and the views expressed by different stakeholders. The table below briefly summarises the main motivations behind the debate and the stakeholders supporting legislation.

Table 7: Main reasons for debate

Main reason for debate	Stakeholders	Countries
Existing legal provisions insufficient to ensure workers can enforce a R2D and employers who require staff to perform additional work outside of working hours using ICT tools can be sanctioned	Various political parties	PT
Increasing blurring of lines between work and private life due to use of ICT-based tools has a detrimental effect on work-life balance	Some trade unions, Labour Party Various political parties	NL PT

Source: Authors, based on contributions by the Network of Eurofound Correspondents

Bill on a ‘right to be inaccessible’ in the Netherlands

In 2019, the Dutch Labour Party put forward a Bill on a ‘right to be inaccessible’. It foresaw implementation through a strengthening of risk assessment focussing on the risks associated with constant connection. It also envisaged agreements to be reached between employees and employers in relation to the times when employees cannot be reached (Arbowetweter, 2020). A public consultation on the issue took place which showed support for the initiative among the trade union movement, while employers’ organisations favoured voluntary, tailor-made solutions at company level. No further steps have so far been taken with regard to this legislative agenda as significant disagreements on the issue remain between the social partners and political parties.

At present, there are two main laws that relate to the right of employees in terms of working conditions and working hours. These are the Working Conditions Act (*Arbeidsomstandighedenwet*) and the Working Hours Act (*Arbeidstijdenwet*). This legislation does not explicitly give employees the right to be unreachable during non-working hours. The proposal by the Dutch Labour Party on a ‘Right to be Inaccessible’ (*Wet op het recht op onbereikbaarheid*) (Overheid.nl, 2019a) includes amendments to the Working Conditions Act and the Workforce Allocation Act. This would give employees ‘the right to be unreachable to work outside working hours’ (Article 1.A) and obliges employers to identify the risks of continuous availability in their working conditions policy as well as in their so-called ‘risk inventory and evaluation’ (RI&E, *Risico Inventarisatie en -Evaluatie*) (Article 1.B). The proposal foresees that agreements between employees and employers can be made to decide times when employees cannot be reached (Arbowetweter, 2020). If the legislation were to be enacted, employers would be obliged to make changes concerning accessibility within their working conditions policy or RI&E within one year (Article 4), otherwise the inspectorate of the Ministry of Social Affairs and Employment (*Ministerie van Sociale Zaken en Werkgelegenheid*) could issue a warning and if necessary later impose a fine (Arbowetweter, 2020).

The results of the online stakeholder consultation which took place in respect of this bill provide a good overview of the views expressed by different social partner organisations.

On the employer side, the Confederation of Netherlands Industry and Employers⁴⁷ and the employers' organisation representing small and medium-sized enterprises⁴⁸, oppose the proposed legislation. While employers acknowledge the increase in employees' absence due to stress and burnout complaints in society, they consider accessibility linked to work as only one aspect of a broader issue, which is not solely work-related. VNO-NCW and MKB-Nederland point out that there is a joint responsibility for employers and employees to combat the causes of stress and burnout. Thus, they would prefer an approach that can be more customisable to the needs of individual employers and employees. VNO-NCW and MKB-Nederland argue that the proposed legislation is too 'generic' and does not leave room for employers and employees to agree tailor-made solutions at the workplace level. VNO-NCW and MKB-Nederland cite their proposed work with the Labour Foundation to develop a guide on accessibility for SMEs.

Different views exist among the trade unions. The Dutch Federation of Trade Unions (FNV) supports the proposed law and particularly favours the inclusion of (in)accessibility of employees in the risk assessment process. The FNV considers that the proposed law would have a positive impact on the work-life balance of employees and give them back autonomy over their own time (outside of working hours). It argues that although under current working time legislation employees are entitled to resting times between working hours, this legislation is outdated since it does not take digital communication into account. Because of progress in information and communications technology (ICT), employees can continue to stay connected with work outside office hours via email, text, etc. On the other hand, the National Federation of Christian Trade Unions in the Netherlands (*Christelijk Nationaal Vakverbond*, CNV) does not believe that a R2D should be legislated but should rather be addressed between employee and employer at workplace level.

Parliamentary debate on various proposals regarding the R2D in Portugal

In 2017, five out of the seven political parties represented in the Portuguese parliament brought forward draft legislation or resolutions on the R2D for parliamentary debate. However, none of the proposals found favour and no legislative steps are currently being taken.

The main disagreements focussed on the extent to which the law should prescribe the details of disconnection or whether it should require social partners to negotiate on the issue at sectoral or company level. While the Left Block argued that the Labour Code should impose a duty on the employer not to contact the worker outside of agreed working hours without exception (other than in extreme situations), the other parties favoured a law encouraging collective bargaining on the issue. The Left Block expressed concern that this solution would fail to protect workers not covered by collective bargaining.

The positions of the social partners are not favourable towards a R2D, albeit for different reasons. On the trade union side, the General Confederation of Portuguese Workers – National Trades Union⁴⁹ considers that it makes no sense to try to legislate on what is already illegal. The right to rest is already guaranteed unequivocally by the Labour Code, which makes it clear that all workers

⁴⁷ Verbond van Nederlandse Ondernemingen – Nederlands Christelijk Werkgeversverbond, VNO-NCW.

⁴⁸ MKB-Nederland.

⁴⁹ *Confederação Geral dos Trabalhadores Portugueses - Intersindical Nacional* – CGTP-IN.

have the right not to accept and not to respond to any professional requests during their rest periods including holidays. Where the delivery of work during such times is required on an exceptional basis, the labour Code regulates the details of compensation for such hours worked. It is argued that the discussion around the R2D is contributing to create a perception that employers' intrusion on the time of rest and availability of workers using electronic means is legitimate and only needs to be limited and regulated (CGTP-IN, 2017). Similarly, the General Workers' Union⁵⁰ considers that the Labour Code already provides limits to working hours and ensures rest time. UGT also stresses that any regulation in this area must take into account the diversity and specificities of the different sectors and companies, therefore the regulation through collective agreement should be given precedence.

The Confederation of Portuguese Industry (*Confederação Empresarial de Portugal* – CIP) argues that the Labour Code is clear enough about 'normal working time' and 'rest time', and how breaches of respective provisions should be dealt with. It therefore sees no need for further legislative intervention.

As it has been seen in this section, where there are legislative proposals, progress has been challenging due to differences in opinion. These debates

Countries with legislation on the R2D

As previously indicated, four EU Member States – Belgium, France, Italy and Spain – have passed legislation on a R2D. This sub-section summarises the debates and motivations underpinning this legislation, while the next chapter provides more detail on the content of the legislation, its implementation and impact.

The table below briefly summarises the arguments put forward by the stakeholders supporting the implementation of legislation prior to its adoption in the different countries.

Table 8: Main reasons for debate

Main reason for debate	Stakeholders	Countries
A significant number of court cases indicated the need for legal clarification in this area	Government, trade unions, employers	FR
Increasing blurring of lines between work and private life due to use of ICT-based tools has a detrimental effect on work-life balance and worker health and safety	Government, trade unions	BE, FR
Low number of collective agreements ensuring and determining the modalities of disconnection	Experts, government, trade unions	BE, FR, ES
Insufficient clarity in existing legislation	Experts	BE
Desire to allow for more flexible working arrangements while preventing any detrimental impacts which can be associated with ICT-based flexible work	Government	IT

Source: Authors, based on contributions by the Network of Eurofound Correspondents

⁵⁰ *União Geral de Trabalhadores* – UGT.

The adoption of legislation in **France** in 2016 was driven both by an increasing body of research evidence pointing to the negative impact of ever-connectedness on work-life balance and worker health and safety, and the rising number of court cases involving issues linked to the dismissal of workers for refusing to respond to employers' contacting them and requesting them to carry out work via digital devices during rest and leave periods.

In the early 2000s, the first disputes linked to a R2D came before the Social Division of the Court of Cassation (*Chambre sociale de la Cour de cassation*) which is the supreme court in matters of labour law. These judgements made it clear that an employee has the right not to respond to the various requests from his employer received during his leave, but also during his break or daily rest period without suffering any professional disadvantage⁵¹.

The issue was given further prominence in the media with the occurrence of a high number of suicides linked to the 2008-2009 restructuring process and associated performance pressure at experienced in one French company. Executives at the company have since become the first to be convicted of 'moral harassment'. These incidents not only contributed to the company adopting a company-wide agreement on the R2D but also raised the issue on the political agenda.

Box 3: France – Company level agreement on the R2D at Orange

The telecom company Orange (former France Telecom) was one of the first that started social dialogue about periods of connection and disconnection of workers in France.

It was not, anyway, the first initiative on this domain in Orange. The company and the trade unions had signed an arrangement on work-life balance with the unions, encouraging workers not to send emails during evening, weekends and holidays, before the agreement on R2D (2016).

The agreement on working conditions was signed at global level, and it was negotiated with the trade unions CFDT, CGT and FO. In this arrangement, the R2D is identified as a fundamental right.

The agreement relies on managers setting a good example and requires workers to take responsibility for caring for their own health and safety while dealing with digital devices. The agreement stresses the following principles: i) flexibility, emphasising that different technical means can be used to ensure disconnection as considered appropriate in different locations; ii) personal interaction, recommending the use of face to face meetings, rather than over-utilising digital devices; iii) sensitisation of staff, introducing solutions like an automatic message associated with emails sent out of working hours and reminding the recipient that the message does not require an immediate response.

Although this agreement is one of the initiatives that preceded and inspired the subsequent French legislation, UGICT-CGT considered that the agreement is not sufficient to solve some of the issues it seeks to address. The union argues for a deeper transformation of the company culture, which in their view remains very hierarchical. Moreover, the ability of workers to disconnect is considered to be hampered by a failure to sufficiently address issues of high workload. Finally, a

⁵¹ See for example Court of Cassation, 2 October 2001, No. 99-42727; Court of Cassation, 17 February 2004, No. 01-45889).

lack of monitoring and evaluation means that it is not clear whether and to what extent the agreement has reached its goals to improving wellbeing at work within the company.

Source: European Commission and Eurofound Webinar on R2D (2020)

In this context, the government commissioned to a group of experts a report about the impact of the digital transformation on working life (Mettling, 2015), published in September 2015. In its findings, the report invited the Ministry of Labour to initiate a debate on the R2D and to enshrine this principle in law, but leaving the modalities of implementation to be agreed by social partners at company level. A legislative approach was also supported by trade unions and employers' organisations. Employers favoured a clarification of the law to reduce the uncertainty related to the high number of court cases in this area. Many employees who had been unjustifiably dismissed were claiming compensation for overtime worked at home before the labour courts. These disputes should also be seen in conjunction with the provisions introduced by the legislation on the reduction of working time in France (reform of the 35-hour working week) for employees whose working hours are not predetermined. Under these regulations, many employees (mainly managers and senior technical specialists), were working under the 'forfait en jours' system, i.e. they work a certain number of days per year without fixed daily or weekly working hours and in return receive additional rest days to be taken throughout the year⁵². The 'forfait en jours' regime is considered to have contributed to the blurring of the boundaries between working time and private life for this group of workers. On the trade union side, the CGT union for managers (UGICT-CGT) was therefore one of the first trade unions to launch a campaign in favour of a R2D.

Despite the perceived legal uncertainty and the desire to resolve this, both on the part of the employers and the trade unions, collective bargaining on the issue was limited. The first industry agreement tackling the R2D was signed in 2014 (Alançon and Martinez, 2014)⁵³. Between 2014 and 2016, the dynamics of bargaining at both company and branch level regarding the R2D remained weak, thus providing further impetus for legislative action.

With regard to **Belgium**, the legislative initiative on the R2D was motivated by the intention to enhance work-life balance and to ensure the possibility for employees to effectively enjoy rest and leave periods. The Minister of Labour emphasized the necessity that employers and workers' organisations negotiate on when and how employees should remain accessible, and when they may be unreachable. His main objective was to ensure that employees are not constantly occupied with their work during their free time and to reduce workers' stress. The argument identifying the R2D as a relevant instrument in the prevention of health issues like burn-out syndrome had a place in the

⁵² The 'forfait en jours' is a working scheme available, in France, for employees appointed with tasks characterised by wide autonomy, like managers or high-skilled employees. The main feature of this working scheme is that the working time is not measured in hours but in days worked per year. The employee working under a forfait en jours scheme, therefore, is not subject to the French legislation concerning the daily and weekly maximum duration of the working time. The forfait en jours scheme is regulated in the French Labour code, from Article L3121-53 to Article L3121-66.

⁵³ Amendment to the collective agreement of the engineering and consulting sector (857,000 employees - Convention collective des Bureaux d'études techniques SYNTEC / Avenant du 1er avril 2014 à l'accord du 22 juin 1999 relatif à la durée du travail), signed on 1 April 2014.

debate that inspired the legislation finally enacted in 2018. However, no significant research showing a link between an 'always on' condition workers' health issues were indicated as underpinning the legislative initiative on the R2D.

In **Spain**, the main motivation for the legislative approach was the virtual absence of collective agreements addressing the ability of workers to disconnect from ICT-based devices at the end of contractual working hours and the modalities for ensuring such a R2D. It was acknowledged that the absence of such provisions could lead to issues with over-connectedness and a blurring of work and private life. Moreover, trade unions and experts think that the R2D can contribute to enforcing legislative provisions related to working time.

In **Italy**, the legislative initiative aimed at the regulation of the R2D was not preceded by a wide debate.

From 2010 onwards, the issue relating to the employees' ability to refuse the digital solicitations from employers outside ordinary working time have been addressed mainly in collective bargaining. This approach developed, more specifically, in the framework of experimentation with new flexible working arrangements. At the same time, the legislator sought to regulate these new forms of work. A first legislative proposal to regulate telework and other forms of flexible work, presented in 2014, was rapidly abandoned because it was not among the priorities for the government (Mosca, Ascani, Saltamartini, Tinagli, Bonafè, Morassut, 2014). The legislative debate resumed in 2016, when two proposals were introduced in parliament: Bills No. 2233 (Italian Ministry of Labour, 2016) and No. 2229 (Sacconi, D'Ascola, Marinello and Pagano, 2016). The first proposal, promoted by the government, was intended to provide a more clearly defined legal framework for the performance of flexible work delivered partly at employers' premises and partly elsewhere (so-called 'smart working' or *lavoro agile*), without dealing explicitly with the R2D.

The law proposal No. 2229, instead, addressed not only the employees but also collaborators and self-employed conducting their activity in a flexible way, to carry out specific projects or to reach defined objectives. It contained a clear recognition of the R2D. More specifically, Article 3, paragraph 7, stated that 'in the framework of the established objectives and of the modalities to realise the work performance "forfait en jours" by the occupational doctor, and of the stand-by periods agreed (if any), it is "forfait en jours" to the worker a R2D from technological instruments and from the work-related IT platforms, assumed that the exercise of this right will not imply any effects on the continuation of the work agreement or on the compensation'.

Due to the interest in regulating this matter, the parliamentary majority reached a compromise, integrating the original bill No. 2233 with some elements contained in proposal No. 2229.

Generally, what could be distinctive of these countries in relation to the reasons for enacting legislation on the R2D is that the challenges posed by ICT-based flexible work were not sufficiently addressed at company level through collective bargaining. This situation led to the choice of a legislative path in these countries that normally regulate working conditions by law. Nevertheless, in the law they foster collective bargaining at company level to implement R2D as it will be explained in the next chapter.

5 – The ‘Right to Disconnect’ in France, Belgium, Italy and Spain: legislation, implementation, operationalisation and impact

Legislation

France (Law No. 2016-1088 of 8 August 2016), Belgium (Law on strengthening economic growth and social cohesion, 2018), Spain (Organic Law No. 3/2018) and Italy (Law No. 81 of 22 May 2017) have legal provisions on telework. These laws share some important similarities, as well as some differences in terms of coverage and approach. All countries require the social partners to implement the right by setting out the modalities for disconnection either in collective agreements (France, Belgium and Spain) or through individual contracts as agreed between specific workers and their employer (Italy). In Belgium and France, legislation applies to all enterprises with at least 50 employees, whereas in Spain the law covers all workers. In Italy, the R2D only applies to so-called ‘smart workers’, who share their working time between home/a remote site and the employers’ workplace. There are also differences in the legal basis for the R2D, which are elaborated in more detail below.

In **France**, the 2016 reform about the R2D was introduced taking into account the positions of the social partners and their 2013 national collective agreement. According to the labour code, the R2D must be implemented through agreements between employers and trade unions in all companies with at least 50 employees. According to Insee (*Institut national de la statistique et des études économiques*) estimates referring to 2017 mean that the legislation should apply to less than 6.3% of employers and around 81.3% of the workforce (Insee, 2020). However, these legal provisions are further supplemented by universally applicable sectoral collective agreements, as well as by company-level agreements, which can increase this level of coverage.

The Law No. 2016-1088 of 8 August 2016 (*Loi n° 2016-1088 du 8 août 2016 relative au travail, à la modernisation du dialogue social et à la sécurisation des parcours professionnels*), generally known as *Loi Travail* (Labour Code), introduced article L2242-17. This article states that the regular company collective negotiations on gender equality between women and men and quality of life at work must specify ‘the procedures for the full exercise by the employee of his R2D and the implementation by the company of mechanisms to regulate the use of digital tools, in order to ensure compliance with rest and leave periods as well as personal and family life. Failing to reach an agreement, the employer shall draw up a charter, after consulting the Social and Economic Committee (CSE, former Works council). This charter defines procedures for exercising the R2D and also provides for the implementation of training and awareness-raising actions for employees, managers and executives on the reasonable use of digital tools’.

According to Articles L2242-8 and L.2243-2 of Labour Code, annual collective negotiations on gender equality are normally mandatory only for companies with at least 50 employees. Therefore, this threshold also applies to the regulation of the R2D. Smaller undertakings are allowed to regulate this issue on the basis of a company level collective agreement or through a unilateral company practice,

but they are not obliged to do so (Bourgeois, Touranchet, Alas Luquetas, 2017). The law entered into force on 1 January 2017.

As indicated by the Explanatory Memorandum (*exposé des motifs*) of the Labour Code, the purpose of this provision is to allow collective bargaining to ‘take into account the constraints placed on employees by the digital tools made available to them by the employer’. It is also a question of ‘guaranteeing the effectiveness of the right to rest; the stakes are particularly high, especially for employees with *forfait en jours*, who are frequent users of digital tools’. The consultation, according to the explanatory memorandum, should also cover ‘the evaluation of the workload of employees with a *forfait en jours* agreement’ and take into account the practices linked to digital tools to better reconcile personal and professional life.

It should also be recalled that the Labour Code (Article 26) also aims to relaunch the development of telework, which is ‘an element favouring a harmonious articulation between private and professional life’ and is ‘a means of reducing travel and fatigue and improving productivity’. The law requested the social partners to review the telework arrangements before 1 October 2016 in order to promote telework. In this way the legislation in France tries to protect and promote work-life balance and health in ICT-based flexible work.

The law in **Belgium**, like in France, is applicable in all companies with more than 50 employees. Furthermore, a high number of universally applicable sectoral collective agreements and company agreements addressing R2D are in place, extending the coverage beyond the 47% of workers employed in companies with more than 50 employees. The main differences with the legislation in France are that the negotiations must be developed in the framework of the health and safety committees (*Comité pour la Prévention et la Protection au Travail*) and if there is no agreement, the company is not obliged to issue a charter on the R2D.

More specifically, Article 16 of the 2018 law states that the employer is obliged to negotiate with the workers’ representatives about R2D and with reference to the utilisation of digital means of communication. The negotiations must be carried out on a regular basis, although a specific frequency is not indicated by the law. Moreover, a discussion has to be initiated each time workers’ representatives in the health and safety committees ask for it. However, the law does not provide for an obligation to reach an agreement and, in case a consensus between the employer and the trade unions cannot be found, no further actions are required. Consequently, if negotiation fails the R2D will remain unregulated in the company.

In medium and small businesses, with 50 employees or less, health and safety committees are not mandatory and, therefore, negotiations on the R2D are also not compulsory. They are nonetheless encouraged, and normally can be held between the employer and the trade union delegation in the company. If there is none, as happens in small enterprises, the R2D can be negotiated with employees themselves.

The **Spanish** Organic Law No. 3/2018 on Data Protection (*Ley Orgánica sobre Protección de Datos – LOPD*) introduces new digital rights in labour law, including the R2D.

The Law provides the national regulatory framework for data protection and, more broadly, the guarantee of digital rights. It contains five articles specifically dedicated to the treatment of data protection in the workplace. First and foremost, Article 88 of the LOPD (“Right to digital disconnection in the workplace”) recognises the R2D for all employees and civil servants. The article fulfils also a promotional function for employers’ and worker representatives.

The Spanish law does not impose an obligation for the social partners to negotiate about the R2D, as is the case in the French and Belgian law, but introduces an obligation for all employers to have a policy and implement the R2D in their companies, either through an agreement with the trade unions/employees' representatives or through a charter (after consultation with the workers' representatives). The charter will have to set out the operationalisation of the R2D and, at the same time, must also indicate the actions that the company will take to raise awareness and improve workers' skills in the sensitive utilisation and management of job-related digital tools. Therefore, unlike France and Belgium, all the companies have to regulate the R2D irrespective of their size.

As indicated by paragraph 2 of the Article 88 LOPD, the R2D may be regulated through a collective agreement at sector or company level. The negotiation about the R2D is, therefore, strongly encouraged by the law, but it is not mandatory, since the provisions of the Workers' statute about the minimum contents of collective bargaining have not been amended by the LOPD⁵⁴ (Terradillos Ormaetxea, 2019).

In Italy, Law No. 81 of 2017 does not cover all workers, but only so-called 'smart workers'. These employees combine working from their office base with working remotely, in order to balance work and family commitments (or for work-related reasons). As of mid-2019, there were an estimated 480,000 smart workers in Italy. The law stipulates that smart working regime is put in place by an individual agreement between the employer and the worker. The 'smart working' is not conceived by a stand-alone employment agreement, but as a different way of performing ordinary work, that is a work arrangement.

The legislative provisions on 'smart working', currently contained in Law no. 81 of 22 May 2017, Article 18-23, state that smart working shall take place 'within the limits of maximum duration of the daily and weekly working time, as established by law and collective bargaining' (Article 18, par. 1). The law also envisages that the individual agreements between the worker and the employer, which must be set out in writing, 'shall include the worker's rest times as well as the necessary technical and organisational measures to ensure the worker's disconnection from the work technological instruments' (Article 19, par. 1). Thus, the law does not recognise an 'explicit' R2D. Indeed, it provides a soft regulatory framework which basically confirms the general rules on working time, leaving it to the individual agreement to define actual working time and the modalities to exercise, beyond those time limits, the R2D (Di Meo, 2017; Tiraboschi, 2017; Zucaro, 2019).

Despite emphasising the role of the individual agreement between employer and employee, in order to have access to the smart working regime, the Law No. 81 of 2017 does not prevent collective bargaining on this issue. In line with the Italian tradition of favouring the use of collective agreements to determine workers' rights (particularly in larger companies), the Law on smart working operates as an indirect incentive for social partners to deal with this specific work arrangement (Avogaro, 2018a).

Therefore, Italy is the only country, where the R2D is regulated with reference to a specific type of work arrangement (smart workers). Furthermore, the law supports individual agreements, while

⁵⁴ The minimum contents of Spanish collective agreements are disciplined by Article 82 ff. of the Workers' statute (Real Decreto Legislativo 2/2015, de 23 de octubre, por el que se aprueba el texto refundido de la Ley del Estatuto de los Trabajadores). See, in part., Article 85. The text of the Workers' statute is available at <https://www.boe.es/buscar/pdf/2015/BOE-A-2015-11430-consolidado.pdf>, accessed 6 July 2020.

there is no obligation to negotiate collectively about the R2D. Nonetheless, the frequent practice to apply sectoral and/or company collective agreements even in smaller enterprises, and the high level of activity showed by the social partners in regulating the R2D provided in some companies a disconnection-related policy to a wide range of workers.

After this general description of the existing provisions on R2D in the national legislation of the four countries, in the next section an attempt is developed to provide information on the level of implementation of R2D through agreements in each country.

The implementation of the R2D

The lack of specific research addressing the prevalence of the R2D in collective agreements makes it very difficult to estimate the exact number of workers covered by specific terms regulating the exercise of the R2D. As mentioned above, the potential coverage is partly conditioned by size thresholds stipulated in legislation (Belgium and France) and the extent to which agreements are reached in companies beyond the remit of these limits. In Italy, coverage is limited by the size of the workforce under so-called smart working arrangements.

In France and Spain, the approval of legislation governing the R2D can clearly be linked to an increase of relevant provisions included in sectoral and company agreements. In Italy there has also been an increase of both collective and individual “smart working” agreements. Where the number of agreements with relevant provisions remains limited, this is mainly due to the short time that has passed since the enactment of the legislation. In Belgium, because negotiation on the R2D take place at company level, where company level collective agreements are not registered, there is limited information about the impact of the 2018 legislation.

In **France**, the revised Labour Code has contributed to a significant increase in the number of sectoral collective agreements.

In 2018, the annual Assessment of Collective Bargaining (*Ministère du Travail, Bilan annuel de la négociation collective 2018*) provided some details about sectoral and company-level agreements. In terms of the number of agreements focusing on this issue, the assessment highlights that 5% of company-level arrangements signed in 2018 (2,424 on a total of 46,598) focus on working conditions. 60% of them deal with the R2D or telework issues. In terms of sector, according to the 2018 annual assessment, it seems that this topic was mainly addressed in services, in particular in the health and social work sector. A survey run by Opinion Way in mid-October 2018 (OpinionWay, 2018) indicates that 23% of companies have published a charter on the good use of email, while 16% have introduced provisions to ensure the R2D. Finally, 41% of companies have not taken action to limit the use of ICT tools.

In May 2020, according to the compulsory database of company-level agreements operating since September 2017, 1,723 agreements with the word “disconnect” in their title had been recorded (over 500 more than in February 2019). This data, however, may ignore other agreements on quality of life at work where the word “disconnection” does not appear in the title. About 2,280 agreements with reference to “quality of life” have been signed since September 2017. Some of these may contain provisions about R2D.

These results can be seen as an impact of the legislation on collective bargaining about the R2D.

In **Belgium**, no studies are available assessing the extent to which the legislation has led to specific measures being taken by social partners at the company level. These types of studies are more difficult to carry out in this country compared to France, because there is no obligation to register the company agreements. Statements in the press indicate that there have been several company level attempts by trade unions to use the legislation of 2018 on R2D to insist on negotiations on charters, or similar provisions, operationalising the right.

In **Spain**, six collective agreements already recognised the R2D before the implementation of the Organic Law on Data Protection.

Although there is still no official statistical information with regards to the implementation of the R2D (the last statistical annual report on Collective agreements provided by the Ministry of Labour dates back to 2018), the trade union CCOO⁵⁵ monitors agreements including the regulation of this right. When looking at the information gathered by the trade union, it should be noted that some companies have negotiated R2D not throughout general collective bargaining but in equality plans or in specific agreements (e.g. CaixaBank equality plan or Repsol protocol on R2D).

CCOO claims that 11% of all new collective agreements during 2019 included clauses on the R2D (367 of 3140 agreements). A restricted sample of 53 collective agreements with R2D clauses shows the following distribution: they are mostly at company level (74%); and with higher presence in sectors such as retail (20%), administrative and ancillary services (12%), IT (12%), art, leisure and sporting activities (12%), industry (10%), manufacturing (10%) and health services (6%). Regarding their coverage; the sectoral agreements assessed in the sample covered 1,671,569 workers (around 10% of individual contracts) and 290,814 companies. Among them, the most important is the national collective agreement of the industry, technology and services in the metal sector, covering 1,213,615 workers and 250,000 companies.

The assessment of the implementation of the R2D in Spain differs between trade union and employers' organisations. CCOO consider that the R2D is not (yet) having a significant impact based on the statistics mentioned above. This is attributed to the lack of further regulatory development of the right and the absence of concrete obligations on companies and the failure to introduce the R2D within the context of health and safety legislation. The employers' association CEOE emphasises that in many sectors, due to the nature of the working performance, it will not be possible to disconnect after the end of the day, interrupting all the company's activity. The government, in its turn, has not yet carried out a formal evaluation with regard to the implementation of the R2D ..

Finally, in **Italy** the legislation defines smart working as an agreement to be reached between individual employers and employees. However, in some cases it is also regulated by collective agreements at sectoral and company levels.

In May 2017, when the legislation entered into force, the smart working regime was already regulated in 6 sectoral collective agreements and in 24 company agreements (Tiraboschi, 2017). By July 2018, the number of sectoral agreements had risen to at least 20 sectoral and no less than 30 company level agreements (Avogaro, 2018a).

⁵⁵ Comisiones Obreras. It is one of the two main Trade Unions in Spain. The other is UGT (*Unión General de Trabajadores*).

It is worth highlighting that sectoral level agreements in this area are mainly limited to restating the text of the legislation and requiring the regulation of the issue at company level. Examples of sectors with such provisions are agri-food (since 5 February 2016), energy and oil (25 January 2017), gas and water (18 May 2017) and waste management (25 July 2017).

Company level agreements include more detailed and operational provisions to be applied in individual smart working contracts. Such provisions tend to relate to the frequency of teleworking, core and flexible hours, the R2D, and health and safety training. In this domain, significant examples are the arrangements adopted by Italy-based companies like Eni (energy and oil), Poste Italiane (post services), Italian State Railways (transport), Enel (energy), Barilla (agri-food) and Siemens (engineering).

According to the Smart Working Observatory, in 2018 there were some 480,000 smart workers in Italy. Currently, only around 5% of company agreements cover smart working arrangements.

Operationalisation of the R2D

The R2D is being operationalised through a variety of hard and soft measures determined primarily in company level agreements (and individual contracts in Italy). Hard disconnection tends to be implemented through connectivity shutdowns after a pre-defined hour, or the blocking of incoming messages – akin to a ‘right to be disconnected’, as mentioned above. Softer measures include the delivery of pop-up messages reminding workers (and/or clients) that there is no requirement to reply to emails out of hours. This type of measure relies on the employee to take the initiative for disconnecting (a ‘right to disconnect’ rather than a ‘right to be disconnected’). This is often accompanied by training on the importance of achieving a good work–life balance.

A greater variety of approaches are found in France compared to the other three countries, ranging from “an obligation to disconnect”, to “setting periods when the employee cannot connect”, from “monitoring of the situation at company and individual level”, to “digital elements in the software used”. However, in Spain it is mainly implemented by stressing the possibility for the employee to reject working in rest periods, without any negative consequence. In Italy, the emphasis is put on the employers’ commitment, with the value of legal obligation, not to solicit the workers’ performance outside normal business hours.

When looking at the operationalisation of the R2D it is important to note that, mainly in France, this is often not limited to relevant technical or soft tools of disconnection, but can also address the underlying causes for over-connection, for instance those linked to workload, company culture and the role of managers. Therefore, there are examples where the R2D goes hand in hand with addressing underlying conditions that cause some of the problematic challenges in ICT-based flexible work. This is the case, for example, of the branch of notaries in France which will be explained below, and of the French company level agreements executed in 2018 within the food and beverages company ELRES and the BNP Paribas Lease Group.

Next, a description of the different types of ways of operationalising the R2D in sectors and companies are presented in France, Belgium, Spain and Italy.

France

More in depth, in France in terms of the practical tools utilised to implement the R2D, the most common approaches include relying on software that indicates to the employer and the employee if applications and tools are used outside of standard working hours. This type of software can provide warnings and, in some cases, information useful to train the employees on the importance of a good work–life balance in order to prevent burn-out or related conditions. Some organisations also use hard tools, such as switching off servers out of hours. Examples of sectoral agreements and several from company agreements are presented.

At sectoral level there are several agreements in France including different forms of operationalisation of the R2D. As an example, the agreement signed in 2018 in the branch of notaries⁵⁶ include addressing the abovementioned **underlying conditions**. It applies to all employees whether they are teleworkers or not. It specifies that at any time, each employee may alert his employer to any difficulties encountered in exercising his R2D, but also, where appropriate, to any breaches observed within the office on this subject. An employer who notices an abnormal and unjustified frequency of professional connections outside working hours is requested to check the origin (for instance organisation of work, excessive workload or requests from clients or third parties) and implement solutions to stop this situation. To make the R2D effective, the branch encourages certain practices concerning the use of professional messaging such as : i) the setting of rules concerning the sending and management of e-mails with mainly reference to the number of recipients in copy, in order to limit information overload; ii) a disclaimer in the outgoing e-mails suggesting how to handle messages received outside working hours and the related response times; iii) the establishment of truce-periods for professional messaging.

Some branch level agreements, moreover, introduced a **‘duty to disconnect’**. This is the case of the amendment to the sectoral collective agreement concerning the workers of professional and consultancy firms (Accord SYNTEC) of 1 April 2014 that introduced, for ‘forfait en jours’ workers, a duty to disconnect to respect the minimum duration of daily and weekly rest periods set by the same arrangement⁵⁷.

At company level and with reference to its implementation as close as possible to employees, many company agreements set out the R2D by detailing the methods for regulating the use of digital tools.

The involvement of all employees in respecting this right is highlighted, for example, by the agreement on the R2D in the Entrain mutual insurance company of 25 January 2018, which recommends that employees should not contact other employees outside normal working time. Consequently, it is recalled that employees may not be reproached for not having used the digital tools made available to them outside their usual working hours (see also the agreement on the R2D

⁵⁶ Le Conseil supérieur du notariat, Le Syndicat national des notaires, CFDT, CFE-CGC, CFTC et al. (2018), Accord de branche du 12 juillet 2018 relatif à la déconnexion, Accord IDCC 2205.

⁵⁷ This duty to disconnect is enforced, according to the agreement, by means of a control system that the employer is requested to set up in order to verify that the ‘forfait en jours’ workers truly respect the mandatory rest periods, and through periodical individual interviews, in the minimum number of two per year, in which the worker and the employer are requested to conduct a common assessment of some aspects relating to the work performance, including the workload and the work-life balance. See, in particular, Articles 4.8.1 and 4.8.3 of the amendment to the sectoral agreement SYNTEC, executed on 1 April 2014, link https://www.syntec.fr/wp-content/uploads/2015/10/20151029173807_Scan_avenant_forfait_jours_signe_le_01_04_14.pdf, accessed 25 June 2020.

of the Sogitec company of 28 March 2018), that they are not required to read or reply to messages outside their working hours (for instance, the local memorandum of understanding on the R2D of the Côte-d'Or family allowance fund of 22 October 2018) or that they may not be subject to disciplinary or discriminatory measures for not responding to a request outside their normal working time/during their rest periods (see the agreement on the R2D from the Pointe de Penmarc'h SAS of 14 September 2018).

Some agreements provide for a "**right to a chosen connection**", like the one of 21 November 2018 relating to professional equality and quality of life at work (QVT) within the Pochet Group, according to which each employee can choose to leave his laptop at his workplace and switch off his professional mobile phone during his rest and holiday periods as one option for disconnection. Other QVT agreements state that the 'right to a chosen connection' could be regulated in individual agreements (QVT group agreement of Airbus France of 17 October 2018) or that employees can decide whether or not to connect outside their usual work periods, but informing the members of their team of their choice (QVT agreement within TDF SAS of 23 May 2018).

The agreements often define **time slots outside of the periods worked in which the R2D applies**, indicating the exceptional situations that justify a derogation from such provisions. A case falling in this domain is the agreement of 27 March 2018 on the R2D at the training centre for the banking profession. It details the periods covered (for instance holidays, public holidays, rest) and stipulates that the use of electronic mail outside working hours must be justified by an emergency/serious reasons.

Numerous agreements insist on the important **role of line managers**. In this domain, the agreement on the R2D concluded within the food and beverages company ELRES on 23 October 2018 recommends that managers avoid the use of information and communication technologies becoming an exclusive mode of communication with the employees. Other agreements stress the need to consider when it is appropriate to contact an employee (for instance, the agreement on the R2D of the Schindler company of 22 June 2018 or the agreement on the R2D of the *UES enseignement catholique de Loire-Atlantique* of 18 December 2018), or they encourage to organise training courses for managers on the use of digital tools (see the agreement on the R2D of the Suez company of 25 January 2018).

Moreover, **various methods of regulating the use of digital tools** are foreseen in agreements:

- the integration, in e-mails, of a message or automatic windows specifying that e-mails do not require an immediate response (the QVT agreement of 13 June 2018 within the ESCU Arterris);
- the implementation of a procedure in the event of "overconnection" (the R2D agreement within BNP Paribas Lease Group dated 9 October 2018 empowers the HR department to set up an individual or collective action plan);
- the assessment and monitoring of the actions implemented to cope with R2D and work-life balance (the Saint-Gobain Group's QVT framework agreement of 17 May 2018 provides for the organization, at least every two years, of an employee satisfaction survey on the impact of digital tools on the working environment).

A leading example, in this domain, is considered the agreement of the telecom company Orange. Interestingly, it put in place not only methods of disconnection but also ways to monitor the

effectiveness of this right and its impact on working time. The agreement signed in 2016⁵⁸ to support the digital transformation at Orange contains a section guaranteeing ‘an intangible right to disconnect’. Employees are invited to disconnect during their rest period. To detect risk situations, each employee can request a report on their use of email, instant messaging, internal social network. Furthermore, managers can also request a collective report for their team, in the framework of the principles set by the Regulation (EU) No. 2016/679 (GDPR). Training in the proper use of the tools is, moreover, planned. Nevertheless, the trade union CFE-CGC has not signed this agreement, as it criticizes that the provisions taken are common-sense recommendations, therefore not binding and because it estimates that there is a paradox in equipping employees with nomadic tools and then, in asking workers not to use them. UGICT-CGT, moreover, criticized the practical results of the agreement, emphasizing that an effective R2D can be implemented only if linked to an overall review of employees’ workload and to the relating company culture.

Belgium

In light of the Belgian law introduced in 2018, the R2D can be practically implemented in many different ways, according to collective agreements..

In relation to the implementation of the right, in the following examples the **employee’s voluntary initiative to disconnect (or to not connect)** or harder measures related to **limitation of email traffic** predominates:

- At KBC, a collective agreement formally states the employees’ right not to be logged in outside of working hours. However, no technical instrument to enforce limitations has been introduced, and no statistical data are available to verify the effectiveness of the right.
- At De Lijn, a public transport provider operating in Flanders, a similar regulation has been implemented. Employees have the right to go offline outside of working hours and not to reply to e-mails or other messages coming from the employer. Nevertheless, they have the possibility to renounce exercising this right if they wish to do so.
- At Lidl the implementation of the R2D is based on a technical solution. Internal mail traffic is paused outside of working hours and only delivered during working hours. However, external mails can still be sent and received at any time of the day. In addition, the R2D is limited to workers with compatible tasks. For instance, employees covering roles that, according to company practices, can be carried out only at the enterprise’s premises, like those working like cashiers or personnel operating in the shops, are exempted.

Spain

In Spain, as of mid-2019 (six months after the law was passed), the R2D was only enshrined in sectoral collective agreements in the manufacturing sector and in a number of company-level collective agreements. In this context, mainly three different ways of operationalising the R2D have been detected, depending on its development:

⁵⁸ Orange S.A., CFDT-F3C, CFE-CGC, CGT-FAPT et al. (2016), *Accord de méthodologie sur l’évaluation et l’adaptation de la charge de travail*, 21 June 2016, <http://www.focom-orange.fr/wp-content/uploads/2016/11/accord-de-methodologie-sur-evaluation-et-adaptation-de-la-charge-de-travail.pdf>, accessed on 29 June 2020.

- The R2D is **regulated at sectoral level and is to be operationalised at company level** through digital data protection committees (e.g. National collective agreement of industry, technology and services in the metal sector).
- The R2D is to be **put in practice by the employee**, thus not attending to phone calls, messages or emails. At the same time, the employer is **prevented from sanctioning workers who exercise this right** (e.g. Madrid Metal industry agreement, AXA company agreement and Banco de Santander company agreement). Agreements at this stage of operationalisation basically reproduce the content of the Organic Law 3/2018 on Data Protection.
- The R2D is implemented as a right for workers and as a **recommendation for managers**. The latter is done through a request not to contact the employees through any mean of communication outside ordinary working time, except for real emergencies. Moreover, meetings and training courses must take in consideration the R2D, avoiding overtime.

Within this framework, one of the most significant recent Spanish company agreements about the R2D is the one executed on 17 July 2019 between the company Telefónica and the trade unions UGT and CCOO (Telefónica, UGT, CCOO, 2019). This arrangement expressly recognizes the employees' rights not to reply to solicitations of the employer outside normal working hours, specifying that employees cannot be subject to sanctions or disadvantage for refusing to respond to such messages, and specifying that those who, nonetheless, send e-mails or messages during the rest periods will have to assume that they will not receive a reply until the following day. The agreement, in addition, commits the company to organise an initiative to educate and sensitise the employees to a responsible utilisation of digital tools. The disconnection is formally recognised as a right of the worker and not as a duty, while exceptions are admitted for stand-by periods or for force majeure causes. According to the contents of individual working agreements, people requested for emergencies to work outside the ordinary time might, finally, be compensated for overtime. In a joint declaration with trade unions of 23 November 2018 the company also took the commitment to extend the R2D, beyond Spain, also to all other the countries in which the group is operating, according to the national legal framework (Telefónica, 2018).

Italy

Italy in some ways represents an exception in the landscape of regulation of the R2D, since according to the law it has to be regulated, with reference to 'smart workers', through an individual agreement between employer and employee. Nonetheless, the social partners are allowed to intervene in this topic, through sectoral or company collective bargaining. Despite the majority of the collective agreements concerning the R2D having been reached at company level, the issue is also addressed in a number of sectoral arrangements. Some examples of company and sectoral agreements are presented below.

As an example, the 2019 renewal of the banking sector agreement introduces the right where the **employee exercises the right or the initiative to disconnect or to not connect** in view of ensuring conciliation between work and private lives of workers. The regulation establishes that the use of the devices provided for work must guarantee the daily and weekly rest times as well as the holiday periods and other legitimate leaves of absence. In particular, 'outside working time and during any legitimate leave period, the worker is not required to access and connect to the enterprise information system; devices can be deactivated, so to avoid receiving enterprise communications. If

workers receive any enterprise communications during such periods, they are not required to act before the scheduled resumption of work'⁵⁹

At company level, a number of collective agreements recognise the R2D. Most of them establish **working hours or connection and disconnection**. This sometimes happens implicitly, by stating that smart work does not modify the rules about daily or weekly working time. This is the case for instance at Nestlè (2012) and Enel (2017). In other cases, there are more specific provisions about disconnection, with different levels of detail. For instance, the Siemens company collective agreement on 'smart working' of 6 June 2017 envisages that 'the connection with the work technological devices will take place during the daily working hours'. The Allianz company agreement of 10 October 2017 indicates that smart working does not change the normal working time and that workers, can disconnect from the systems during break times. The 2018 agreement for the experimentation of smart working at FCA automotive company provides for a disconnection period between 8 p.m. and 8.30 a.m. of the following day. In Unicredit, the company agreement on conciliation of 13 April 2018 includes a general provision on the "protection of disconnection times" (art. 16). It states that 'company devices shall be used respecting working hours and in appropriate manners, avoiding abuse of digital channels'. In addition, sending communications to 'personal devices for business reasons is allowed only in urgency situations'. Finally, e-mails should be used in a responsible way, 'in general, by respecting official working hours, daily and weekly break periods, holidays, sick leave'.

The regulation of connection and disconnection periods in the company Barilla is a clear example on how this issue was addressed, in Italy, first autonomously at company level, and then updated according to the contents of the Law No. 81 of 2017. Barilla introduced in 2015, through a collective agreement negotiated with the internal works council, the possibility to work outside the company's premises for full-time and part-time employees appointed with tasks suitable to be carried out remotely (so called 'smart working regime'). This possibility was available for 32 hours per month, extended to 64 hours for some workers with children or caring duties. During the period spent working away from the office, the workers were allowed to freely determine working hours during the day, within the limits of working time set by the law. Nonetheless, the agreement stated that they were requested to be available to be contacted by the employer only during the period in which the company premises were open. To avoid an interference with private life, in addition, they could be contacted only through company devices. Outside this period, therefore, they could not be reached by the employer. Although the agreement did not mention the R2D expressly they were, therefore, substantially allowed to be disconnected. The trade union CGIL expressed some criticism of the rules relating to the smart working regime. The main reason is that this option for disconnection does not prevent the workers from 'voluntarily' continuing to work remotely outside their normal working time. CGIL, therefore, seems to favour for a stronger implementation akin to a 'right to be disconnected' (European Commission and Eurofound, 2020).

⁵⁹ See Article 30, point 4 of the Sectoral collective agreement executed by Abi, First-Cisl, Fisac-Cgil, Uilca and other social partners on 19 December 2019, '*Accordo di rinnovo del CCNL 31 marzo 2015 per i quadri direttivi e per il personale delle aree professionali dipendenti dalle imprese creditizie, finanziarie e strumentali*', link https://www.firstcisl.it/wp-content/uploads/2019/12/CCNL_ABI-19-12-2019.pdf, accessed 6 July 2020.

After showing the different types of operationalisation of the R2D as they are included in the agreements of sectors and companies in France, Belgium, Spain and Italy, the next section seeks to assess the impact and effectiveness of the R2D.

Impact and effectiveness of the R2D

While the information above has shown clear evidence that the introduction of legislation on the R2D has led to an expansion in the number of collective agreements addressing the issue, there is a notable lack of evidence-based evaluations on the impact of the R2D on the work–life balance and health and safety of workers. Such evaluations could provide further input into possible discussions about the need to include these types of provisions in European-level legislation. As a result, only limited indicative information can be provided in this section.

In **Spain**, the Active Population Survey (EPA) shows that the increasing trend in overtime hours has stopped (particularly non-paid hours), concurring with the introduction of the legislative regulation of R2D. However, this change is much more probably linked with the approval of the Royal Decree 8/2019 (March 2019) making compulsory for companies to record the working time of their employees (especially to avoid unpaid overtime).

Table 9. Interannual change of overtime hours in Spain:

	2016	2017	2018	2019
Overtime (total)	100%	112%	105%	93%
Hours of overtime (paid)	100%	117%	102%	100%
Hours of overtime (unpaid)	100%	106%	108%	85%

Source: Active Population Survey (EPA), INE 2020

In regard to health and safety issues, some academic articles and expert analyses refer to the lack of impact of the legislation to date:

- Arrieta (Arrieta Idiakez, 2019), after analysing a sample of company collective agreements including the R2D, concludes that the R2D regulated in the Organic Law 3/2018 on Data Protection is at risk to become ineffective if it is not accompanied by a regulatory development with specific mandatory measures for companies (including Health and Safety protocols to prevent stress and IT dependency) together with the implementation of clear systems to control working time (particularly important in the case of telework).
- The CIGNA 360 wellbeing survey 2019 (CIGNA, 2019) concludes that, even after the implementation of the Organic Law 3/2018, 60% of employees in Spain work in companies whose corporate culture demands to be always available, even outside contractual working hours. This is particularly the case for multinationals employees (70%), managerial positions (77%) and workers aged between 25 and 34 years (66%). According to the study, an ineffective implementation of the R2D can have negative consequences for the mental health of these employees.

- Some authors (Taléns, 2019; Ruiz, Belén, 2020; Vallecillo Gámez, 2020), consider that the limited impact of the law on improving working conditions is due to the lack of coordination with the law for the prevention of occupational risks and the absence of clear sanctions.

Finally, in terms of the impact of the R2D on equal opportunities, the only connection which has been made relates to the fact that the motivations for legislation often refer to the desire to enhance work-life balance. In **France**, a specific link exists in the sense that the R2D is negotiated at company level as part of the compulsory negotiation on gender equality and quality of life at work. This link is again emphasised in a number of company level agreements. However, due to the lack of formal evaluations, nothing is known about the impact of the R2D on gender equality. Presumably, the R2D could change the distribution of working time (workplace and household related) between men and women and therefore an assessment of its impact in this regard should also be encouraged.

Social partners and governments views

In the absence of proper evaluations, the views of stakeholders can give some insight into what works and what does not work in their opinion. Based on the national contributions⁶⁰ from the France, Belgium, Spain and Italy, in general, social partners do not show a significant disagreement about the existing legislation and they think that it provides a good framework for addressing the problems related to remote working (working time, work-life balance and health). There are some exceptions. Some experts (see section evaluation of effectiveness of R2D) and trade unions are of the opinion that health and safety related aspects should be integrated with the legislation on the R2D in order to prevent psychosocial risks and protect workers' mental health. Moreover, in Italy, trade unions demand that the regulation should be collective rather than individual and therefore they call for a model based on collective bargaining similar to the situation in France, Belgium or Spain. Some experts from Spain and Belgium point to the need for a mandatory implementation of the R2D in all companies so that it could be effective in protecting mental health.

However, according to the information provided in the abovementioned contributions, employers do not see the need or the urgency to regulate further the issue. In Belgium, employers' organisation highlighted that the R2D is not an essential instrument to ensure a proper work-life balance, since the distinction between work and private life is already ensured by the existing legal framework concerning working time.

With specific reference to national contexts, in **France** the Annual Review of Collective Bargaining 2018 contains an analysis of several agreements, without making a judgement on the practical measures negotiated on company-level. The legislator's willingness to rely on company-level collective bargaining is not called into question, since this formula is considered the one that allows to find the balance between flexibility and autonomy, preserving rest and leave periods and improving the reconciliation between professional and private life. Requiring negotiations about R2D on the quality of working life, furthermore, encourages the social partners to update and improve the rules about connection and disconnection at least every four years.

⁶⁰ Contributions from the Eurofound National Correspondents from the 27 Member States based on a questionnaire launched in April 2020.

Among the social partners, there is still a consensus that the R2D issue has to be dealt at sectoral or company-level. For instance, the draft of the national collective agreement on management (*Accord National Interprofessionnel sur l'encadrement*) of 28 February 2020 calls for effective access to the , which is a way of recognising that access to this right is not yet sufficiently widespread. In general, for social partners, this must remain a matter for collective bargaining. Nevertheless, some trade unions argue for improvements of the current legislation. UGICT-CGT, the federation of CGT representing engineers, managers and technicians, underlines that the labour code should introduce not only an obligation to negotiate, but also the obligation to reach an agreement in order to increase the effectiveness of the collective regulation regarding the R2D. Moreover, the trade unions consider that the law should be amended expressly indicating that an employee may not be contacted by the employer outside of working hours.

In **Belgium**, the government emphasised the relevance of social dialogue as an instrument that allows, at the same time, to raise awareness about the risks related to the digitalisation of work and to provide a flexible regulation tailored it to the requirements of different companies. For this reason, the law introduced in 2018 is considered to be well balanced (European Commission and Eurofound, 2020).

The social partners, in general, consider the law an effective instrument for them to negotiate R2D solutions suitable for each company.

Trade unions, in particular, seem to be satisfied with the current regulation, as it encourages a deeper discussion about work-life balance and working time at company level. Evidence of this is the several examples which have been discussed in their press releases (ACV, undated; Vercammen, 2018).

Employers' associations share the view that permanent connectivity could cause some problems for employees, and that this issue need to be addressed. Nevertheless, VBO-FEB questioned the need of a specific legislation about R2D, sustaining that sufficient provisions already existed in the framework of the regulation on working time. This employers' organization expressed concern also about the risk that people preferring to work in evenings or at night instead of during the day, could see their freedom to regulate their own working time reduced.

Furthermore, certain experts (Van de Vyver, 2018) consider that the implementation of the new legislation is too soft. In their opinion, the option to discuss the subject is not sufficient in certain cases, especially when the employer refuses to address the issue (In Belgium there is no obligation for the employer to issue a charter).

However, in **Spain**, considering the lack of evaluation on the effectiveness of the law (due to its recent approval in 2018) and the short time elapsed from the introduction of the R2D in the legal framework, there are not further deliberations of the Government or of the social partners in this regard.

The social partners, from a general point of view, agree on the appropriateness of regulate the R2D in a flexible way through collective bargaining. Nevertheless, some improvements are suggested. From the side of workers' organisations, the UGT suggests to strengthen effectiveness of R2D by integrating it into the health and safety preventive policy of companies. Among the employers, CEOE considers that the current approach to the R2D is having a limited effect, having been introduced in only 11% of all collective agreements approved in 2019.

In **Italy**, employers consider the smart working regime as an important tool to balance work and the private sphere and promote motivation, commitment, retention and productivity.

According to the trade unions, the regulation of the R2D should be integrated by collective agreements and legislation would have to play a role in promoting negotiations. Moreover, they believe that adequate and specific consideration should be given to ensure health and safety during smart working. CGIL consider that individual agreements do not provide adequate protection for workers. In their view, the rules enacted to address the COVID-19 pandemic made this particularly evident, as a consequence of the suspension of the clause requiring an individual agreement to implement smart working (see chapter 6).

The employers seem to be satisfied by the flexibility of the current rules and by the present legal framework. In this context Confindustria declared that they would not like to have further regulation, which may hinder the use and diffusion of smart working and its positive consequences for productivity (Inghirami, 2020).

As for recent news, the government seems to share the opinion that the rules on smart working should be revised. Although no formal bills have been proposed so far, the Minister of Labour seems to be minded to extend the share of people admitted to the smart working regime, and to amend the Law No. 81 of 2017 to enhance the effectiveness of the R2D. No specifications about the strategies to be followed in this context have so far been put forward (Rossitto, 2020). The Minister of Public Administration also favours the extension of the smart working regime and expressed the intention to keep around 40% of public servants in a smart working regime after the end of the COVID-19 crisis (AdnKronos, 2020).

In this section the R2D as it has been adopted in France, Belgium, Spain and Italy has been presented and their commonalities (for example, the essential role of collective bargaining) and differences (different ambitions in coverage and individual vs. collective approaches) have been highlighted. In all countries, the number of agreements including a R2D have increased following the introduction of the legislation. However, different ways exist of operationalising the right. Generally speaking, employers consider that there is no need to further regulate or change the existing legislation, whereas for some trade unions favour changes to be introduced in the legislation and/or in the collective agreements to ensure the effectiveness of the R2D.

In practice, in countries with legislation the collective bargaining at company level is the main way of determining the terms and conditions for implementing the R2D. And this is because this approach is supported by the legislative provisions on R2D.

The next chapter looks at the potential evolution of legislation on telework and the R2D in the context of massive extension of telework during the COVID-19 health crisis.

6 – The Right to disconnect in the context of the Surge of Telework during Covid-19 crisis

As mentioned in chapter 1, the prevalence of ICT and more specifically home-based telework has dramatically increased during a short period of time in all European countries. Governments and companies have encouraged workers to work from home during the pandemic where at all possible. There are several motivations for this, which are not limited to business continuity and keeping the economies running. Apart from health reasons (preventing the spread of the virus), telework contributes to facilitate work-life balance during the closure of schools and allows companies to continue operating and employees to maintain their employment and reduce the risk of unemployment for workers using digital devices at work.

Different sources show that at least 30% of jobs in Europe are teleworkable (European Commission, 2020) and that in some European countries almost half of the workforce could have been teleworking during the COVID-19 pandemic (Eurofound, 2020d).

The Eurofound survey carried out in April 2020 (Eurofound, 2020d) shows that 37% of those teleworking in April started working from home for the first time because of the crisis. For instance, in Spain, which in 2018 had 5% (Eurostat, 2019) of employed people who worked from home, estimations for April 2020 indicates an augmentation to 34% (Peiró, Soler, 2020). France, according to the information provided by the trade union CFDT (CFDT, 2020), expects that about 40% of the jobs could be done from home in 2020. The highest shares of telework are expected to be found in countries that already registered a strong inclination toward ICT-based flexible work before the COVID-19 pandemic, like the Nordic and Benelux countries. In fact, these countries have higher numbers of “teleworkable” jobs compared to the EU average (European Commission JRC and Eurofound, forthcoming).

Some of the positive and negative effects of this arrangement has been already experienced by workers for whom telework has been possible during the pandemic. In Eurofound’s April 2020 survey, 27% of respondents working from home reported that they had worked in their free time to meet work demands. This is in line with the 2015 EWCS, which found that 28% of regular home-based teleworkers frequently worked in their free time, compared to 8% of the workforce as a whole. Moreover, specific situations like school closures, perceptions of job insecurity and levels of anxiety related to the new work and life environment might have played a role in the adverse effects on work-life balance and mental well-being of employees working remotely during the crisis.

Changes in telework policies during Covid-19

The expansion of telework has encouraged some governments and social partners to modify regulations or initiate new initiatives including some related to the R2D. Before presenting changes related to R2D in the clusters introduced in chapter 4, and overview of this initiatives is presented.

Legislative modifications to make telework possible

In some countries, the massive adoption of telework has been supported by governments by modifying the existing legislative provisions related to telework or making temporary amendments

to the existing legislation or exceptions applicable during the state of emergency. The following countries had adopted this approach: Spain, France, Italy, Germany, Luxembourg, Greece, Romania, Latvia, Slovenia and Slovakia

The way this has been implemented varies. In some countries either the employee or employer or both can request to telework (for example, in Luxembourg, Germany) while in others workers can be obliged by the company to telework (for example, in Romania and Greece), or the government has obliged or recommended teleworking to both sides (Austria, Cyprus, France, Italy, Spain, Portugal, Lithuania and Latvia). In several countries teleworking has been made possible without the need for a collective or individual agreement. In these cases, for the first time, the voluntary principle which is typical of flexible work arrangements (especially for telework) has disappeared. However, regardless the approach taken by each country, the consequence has been similar in most countries: the expansion of telework arrangements.

So far, by May 2020 none of these modifications to the legislation included any new R2D or a modification of this right in countries where it exists.

Guidelines including aspects concerning “disconnection”

Some countries have not introduced any legislative changes but have issued recommendations or guidelines (by governments, social partners or individual companies) to support a proper implementation of telework and at the same time to prevent possible negative effects. Some of them mention the “R2D” as an issue to be considered and most of them directly or indirectly include recommendations to avoid constant connectivity. Therefore, it seems that in some countries there is already an awareness of the problems that workers teleworking can face. This type of initiatives have been reported in the Netherlands, Luxembourg, Spain, France, Italy, Belgium, Ireland, Finland, Denmark and Latvia.

Social partners’ renewed dialogue on R2D

In a number of countries (with or without a R2D) such as Spain, France, Germany, Latvia, Slovenia, Romania, some trade unions consider that the R2D should be included or reinforced as a result of the increased adoption of teleworking. However, there have not been any new collective agreements reported on the topic during the health crisis. In some countries social dialogue on the R2D is taking place or has received an impetus because of the new circumstances (for example, in Germany). In those countries with an existing R2D, social partners and governments have brought it to attention and even a new impetus to social dialogue has been emerging linked to working conditions while working remotely, including the R2D (Spain, France, Italy and Belgium).

In the following sections the information about policies or changes in regulations related to the R2D will be presented. The countries will be clustered based on whether they already had the R2D provisions in the legislation, there is a debate on the topic or belong to those countries where R2D was not an issue before the health crisis, following a similar clustering criteria as in chapter 4.

Renewed impetus to R2D in the group of 4: France, Belgium, Italy and Spain

In the four countries with legislation on the R2D, in order to facilitate the greater adoption of telework, the governments and/or the social partners have issued initiatives either in the form of guidelines (France, Belgium, Italy, Spain), emerging social dialogue (France, Italy, Spain), new legislation (using the state of emergency) (France, Italy, Spain) or unilateral initiatives by companies or trade unions (France, Belgium, Italy, Spain). In the context of the crisis, trade unions and governments have emphasised the need to respect the legislation regarding the R2D in addition to the respect for the rights and terms of health and safety of workers and the work-life balance.

In the context of the pandemic, the exemption to the requirement of having an agreement at company level (France) or contract between the employer and employee related to conditions of the telework arrangement (France and Italy), has not prevented countries from paying attention to the R2D. For example, in **France** if there was not such agreement at company level, the employer is obliged to ensure the R2D. In Italy, the measures introduced to address the COVID-19 pandemic include the possibility to extend so-called smart working to all employees, even without the individual agreement envisaged by legislation, for the duration of the emergency (Decree of the President of the Council of Minister of 4 March 2020, art. 1.n). Therefore, the consideration of the R2D does not require a prior formal collective agreement or contract. For this reason, in the absence of such agreement, it is nevertheless advisable for companies to formalise through an internal note the conditions under which telework must be carried out. In **Spain**, the Ministry of Labour issued a guide that stresses that the implementation of telework must be in accordance with labour legislation and the applicable collective agreement. Likewise, it should not entail a reduction of rights in terms of health and safety or a weakening of labour rights (including the R2D).

In most of the countries with the R2D, individual social partners have developed initiatives and/or have revisited social dialogue on R2D at bipartite or tripartite level. In Spain, the social partners individually (Trade Unions CCOO and UGT) have published recommendations indicating the need for digital disconnection and respect for existing legislation as to prevent issues arising linked to mental well-being and work-life balance problems due to overexposure to remote work and intrusive and continuous connectivity. In relation to the latter, a specific recommendation exists for parents with children at home. CEOE and CEPYME (large and small and medium employer associations) have not developed any additional guidelines further to emphasising the need to carry out risk assessments linked to teleworking together with the self-evaluation carried out by the workers themselves.

At the time of reporting, the French government and social partners were discussing the conditions and good practices for implementing telework and how to enforce the R2D, including the establishment of a 'committee of experts in social sciences', which would work in particular on the psychological problems linked to confinement. In this context, companies have also developed programmes for telework considering mental-well-being and work-life balance (for example, setting up hot lines for support, etc.).

In **Italy**, the diffusion of smart working during the emergency has contributed to the debate on the R2D and the Minister of Labour (Rossitto, 2020), intends to meet the social partners to discuss such issue. Spain's labour minister has announced the upcoming presentation of a legislative framework to govern the practice of remote working, setting out how working time can be monitored, rest conditions, as well as the right to work-life balance and to disconnect. In principle, this will be done

in the context of tripartite dialogue. Therefore, in these countries new social dialogue and conversations between governments and social partners are taking place to address the situation of telework as regards, at least, working time and rest periods, which are directly related to the R2D.

In **Belgium** the provisions in the legislation on telework and the R2D have not changed because of the extension of telework during the pandemic. However, the issue is more frequently mentioned and addressed in the social partners press releases and the communication towards their members, including on the rights associated to remote working like the R2D. The issue of the R2D has mainly been raised through guidelines and good practices promoted by the government, social partners and individual companies.

Countries with previous debates have revitalised the discussion with guidelines and incipient social dialogue

In the countries which had a debate on possible regulation of the R2D, the discussion linked to the potentially negative impacts of an ‘always on culture’ has been revitalised. This is especially the case in **Germany, the Netherlands** and in **Slovenia**.

However, thus far only guidelines have been issued by the social partners, the government or individual companies in order to limit the effects of the ‘always on culture’. The exception are the Nordic countries where the importance of disconnection has not been raised in the current context of a dramatic expansion of telework.

In some of these countries without the R2D, new temporary legislation or changes related to “state of emergency” have been implemented to facilitate the expansion of telework. For example, in **Portugal**, an exceptional and temporary measure regarding teleworking was set by law in the context of the COVID-19 pandemic⁶¹. The R2D was not considered by the government in the context of these new teleworking arrangements.

In **Luxembourg** the telework legislation has also been modified in order to make it obligatory, thus eliminating its voluntary character. The government is encouraging its use during the health crisis. Although the R2D is not included in the legislation in Luxembourg, social partners have issued guidelines reminding the public about the need for a disconnection and the importance of respective working time regulations.

In **Germany**, the Federal Minister for Labour and Social Affairs announced a flexible home office regulation in autumn 2019, before the crisis. As a result of the crisis, pressure is mounting, and other political parties are calling for a draft law which would include, in some way, provisions on respect for rest periods and work-life balance. Therefore, the minister renewed his announcement to put forward a proposal this autumn (2020).

In **Slovenia**, social partners and the chamber of commerce have emphasised the need to bring forward legislative proposals on the R2D, not least because of the current crisis has made some problems related to working time and work-life balance linked to telework more evident.

⁶¹ Decree 2-A/2020 established that it is mandatory to adopt the teleworking regime, regardless of the employment relationship, whenever the functions concerned will allow it.

In the context of the Covid-19 crisis in **the Netherlands** to reduce the negative effects of teleworking, and particularly to tackle the 'always on' culture, entrepreneur organisations⁵² (MKB-Nederland and VNO-NCW), companies⁵³ (ArboNed⁵⁴), trade unions⁵⁵ and government organisations⁵⁶ (Ministry of Social Affairs and Employment, SZW) have provided tips and online resources for employees. In Ireland, the new government has announced its intention to bring forward legislation on the R2D in 2020. In the meantime, guidelines from the government and private companies have pointed out the need to disconnect.

In the rest of the countries, despite some emerging debate dating before the crisis, no relevant initiatives related to the R2D have emerged. For example, in **Finland** only the issues related to organisation of working time and work-life are being raised by stakeholders through guidelines from governments, social partners or specific companies, only marginally including issues related to constant connectivity and without mentioning the need of R2D. In **Sweden**, despite of being a year of collective bargaining negotiations, the issue is not considered at the moment. In the case of **Malta**, companies offering telework should follow the Telework National Standard Order as per legal notice 312 (2018) and therefore respecting health and safety issues. Finally, in **Lithuania** the government have obliged public employees to telework, whereas there is only a recommendation for teleworking in the case of private companies. It is unknown if there are any initiatives on R2D.

Lack of debate and consideration of R2D in most Central and Eastern European Member States and Denmark, even in times of Coronavirus

The R2D or issues related to this right have not been raised during the current crisis by either the social partners or governments, no guidelines have been issued nor has a new dialogue started on possibly regulating R2D in Austria, Estonia, Latvia, Poland, Hungary, Czechia, Croatia, Bulgaria, Slovakia and Greece. However, issues related to disconnection have been raised for the first time in Denmark and Romania by trade unions.

In **Greece** and **Romania** legislative modifications have been carried out. These modifications include the possibility by the companies to oblige workers to work remotely. In these cases, the employee consent is not necessary. In these countries and Cyprus existing regulation on telework has been promoted. In Greece, the regulation on telework includes the respect for personal life and the worker can determine the working time, for example, but there is no specific reference to the R2D.

Similarly, in Romania, for example, the decree for establishing the state of emergency no. 195/2020 provides in art. 33 that public and private employers can introduce by unilateral decision, where possible, during the period of emergency, the work at home or telework. Therefore, the employee's consent is not necessary in making this decision. As a result, during this period, the employer may require the activity to be carried out online, from home, within the working hours. But the other provisions of the Telework Law and of the Labour Code, including the monitoring of working time, remain in force. Consequently, according to the law, even during the pandemic, the employee cannot be forced to respond to the employer's requests after working hours. However, in the context of the COVID-19 crisis in Romania, the trade unions think that the R2D should be regulated and the risks posed by this arrangement should be addressed by both the employee and the employer.

In **Slovakia**, in connection with Covid-19, an amendment to the Labour Code was adopted (No. 66/2020 Coll.), which does not strengthen the protection of employees in the area of exercising the R2D, but rather strengthens the employee's right to demand work through telecommunications equipment. In Slovakia, the performance of work by means of telecommunications or from home was formulated as the employer's right to allow an employee to perform such work. However, the amendment to the Labour Code introduced an explicit right of an employee to demand such work. However, no specific provisions on the R2D have been introduced.

In **Denmark** social partners have not made particular agreements concerning the R2D – however, several unions have in the context of COVID-19 sent out information on home-teleworking and made their members aware of their rights in the Work Environment Act. This Act focus on the physical work environment (requirements in terms of lightning, furniture's etc.). The information provided by the unions also contains recommendations on how to deal with stress related issues of working at home.

The findings presented in this chapter show that in the context of the expansion of ICT-based flexible work (specifically regular home-based telework), the issues of “disconnection” are more prominent in the political agenda. Moreover, the underlying conditions associated to telework and its effects on health and work-life balance are also part of the renewed debate on the R2D in some countries and have contributed to sparking a renewed interest in the issue. However, saving few exceptions, it seems that this R2D renewal is mainly taking place in those countries which had already legislation or where there was previously some debate on the issue.

Conclusions

- The debate around whether a right to disconnect from work is needed has arisen in the context of increasing digitalisation of working life, making it possible to work anytime anywhere. Eurofound research has shown that ICT-based flexible work has positive effects including a shortening of commuting time, greater working time autonomy, opportunities for improving work-life balance, and higher productivity. At the same time, disadvantages include its tendency to lengthen working hours, to create interference between work and personal life, and to result in work intensification, which can lead to high levels of stress and negative consequences for workers' health and well-being. These trends have contributed to the widespread recognition among governments and social partners that as digitalisation of work is changing the organisation of work, especially as regards the time and place when and where it is carried out, certain risks need to be addressed.
- Recently, ICT-based flexible work has played a crucial role for business continuity and the maintenance of employment during the COVID-19 health crisis. It is for this reason that its extension has been accelerated by the surge of regular home-based telework. With this dramatic change, more employees and employers are aware of the benefits and disadvantages of remote working. This has provided renewed or added impetus to debates in relation to the R2D or the need to disconnect, primarily in countries with legislation and those where there was a prior debate on the topic.
- At the EU and national levels current legislation addresses most of the issues which have been highlighted as potential challenges linked to ICT-based flexible work such as working time, health and safety and work-life balance. The fact that the evidence presented in this report demonstrates that working more than 48 hours a week, having insufficient rest breaks and experiencing conflict between work and family life remains an issue for a significant share of workers in such arrangements indicates that awareness raising, better implementation and enforcement of existing legislation at Member State level remains relevant. At EU level social partners signed in June 2020 the Autonomous Framework Agreement on Digitalisation, which includes a section on ways to handle issues related to connection and disconnection in digitalised work environments, including the underlying causes of over-connecting and long working hours. Its implementation by national social partners can take a variety of forms ranging from legislation, sectoral or company agreements to guidance documents. However, it can be expected that the implementation will be different from country to country, depending on national practices and the prevalence of social dialogue.
- Views on how and at what level these risks must be addressed differ. At EU level, trade unions prefer including provisions on R2D in the national and EU legislation and also support negotiating agreements at sectoral and company level. They argue that this approach does not undermine social dialogue at company level. EU level employers, on the other hand, speak in favour of a model of social dialogue at company level addressing the problems related to ICT-based flexible work and do not see the need of further legislation at national or EU level. Both emphasise the importance of addressing the underlying causes leading to the above-mentioned challenges of remote work. These include issues such as workload and company culture with respect to long working hours and constant availability,

management style and the level of support offered from managers and co-workers. Failure to address these underlying issues could undermine the goals of a R2D where it is established.

- So far Member States are reacting differently to the challenges posed by ICT-flexible work:
 - In France, Belgium, Italy and Spain there is legislation on the R2D and is considered useful in terms of clarifying entitlements, raising awareness of the need to change working time patterns or even to foster a cultural change towards a healthier organisation of work. In some of these countries, trade unions tend to favour legislation as means to more effective enforcement.
 - In the Netherlands and Portugal legislative proposals have been made, but the process is stalling.
 - In eight countries (Germany, Finland, Ireland, Luxembourg, Lithuania, Malta, Sweden and Slovenia) a more or less intensive debate is taking place on the R2D, with discussions being most advanced in Germany and Ireland. While there is an agreement that the impact of the digitalisation on working life needs to be addressed, there are different views as to whether legislation is needed, or whether existing provisions are sufficient and a solely collective bargaining-based approach should be adopted.
 - In the remaining thirteen Member States of the EU there is no debate on legislation about a R2D due to the low prevalence of ICT-based flexible work or to the perception that existing legislation is sufficient to allow workers to disconnect or the collective bargaining approach is preferred when dealing with improvements of work-life balance.
- Notwithstanding the different views, there is a relatively broad consensus among social partners that the “modalities of connection and disconnection” have to be determined and agreed through social dialogue at company (or/and sectoral) level to ensure that they are adapted to the specific needs of the sectors and companies . However, it has been recognised that in Member States with low unionisation and infrequent collective bargaining, it could contribute to an unequal playing field.
- In fact, the four countries with legal provisions on the R2D do not prescribe the way it has to be operationalised and rely on social dialogue at sectoral and company level to determine the modalities of the implementation of the R2D. Differences exist between these countries in terms of the coverage of legislation and the existence of a ‘fall-back option’ (such as a charter elaborated by the employers) should negotiations fail to reach an agreement.
- The R2D is being operationalised through a variety of hard and soft measures determined primarily in company level agreements. For instance, hard disconnection tends to be implemented through connectivity shutdowns after a pre-defined hour, or the blocking of incoming messages – akin to a ‘right to be disconnected’. Softer measures include the delivery of pop-up messages reminding workers (and/or clients) that there is no requirement to reply to emails out of hours. This softer approach to the operationalisation of the R2D which still requires a decision on the part of the employee. Such softer approaches often accompanied by training on the importance of achieving a good work–life

balance. This shows that there are different ways to address the R2D and that different solutions are possible across sectors and companies.

- While such different approaches provide the flexibility to tailor solutions to the company level, it is important to bear in mind the different implications and impact. While implementation based on a 'right to be disconnected' can be more effective and places the onus on the employer, it may limit the flexibility for both employers and workers. On the other hand, a 'softer' approach based on the 'right to disconnect' requires the employees to make a decision which they may be reluctant to do if it perceived as lack of ambition and if it might have negative implications on their career.
- At the time of writing (June 2020), no evaluations about the impact of the existing R2D provisions in the legislations on work-life balance and health and safety could be identified. This is a shortcoming which needs to be addressed through further research, which could fill the gap in available literature and shed light on the pros and cons of existing forms of R2D. However, there is evidence that these provisions have helped boost collective bargaining on the issue resulting in more agreements signed both at sectoral and company level. It can therefore be assumed that legislation has contributed to raise awareness, at least, among social partners.

Abbreviations and definitions

	Extended term	Definition
ADAPT	Association for International and Comparative Studies in Labour and Industrial Relations	Italian research institute
Akava	Confederation of Unions for Professional and Managerial Staff	Confederation of Finnish workers' organizations
BAuA	Federal Institute for Occupational Health and Safety	German Federal Agency
BE	Portuguese Left Block	Portuguese political party
BusinessEurope	N/a	EU-level employers' association
BYOD	Bring-Your-Own-Device	Policy concerning in the utilisation of personal technological devices for job-related purposes
CCOO	Workers' Commissions	Spanish workers' organization
CDS-PP	Centre Democratic and Social – Peoples' Party	Portuguese political party
CEEP	European Centre of Employers and Enterprises providing Public Services and Services of General Interest	EU-level employers' association
CEOE	Spanish Confederation of Employers' Organizations	Spanish employers' association
CEPYME	Spanish Confederation of Small and Medium Enterprises	Spanish employers' association
CEPYME	Spanish Confederation of Small and Medium Enterprises	Spanish employers' association
CGT	General Confederation of Labour	French workers' organization
CIP	The Confederation of Portuguese Industry	Portuguese employers' association
CITUB	Confederation of Independent Trade Unions in Bulgaria	Bulgarian workers' organization
CJEU	Court of Justice of the European Union	N/a
CMTU	Confederation of Malta Trade Unions	Maltese workers' organization
CNEL	National Council for Economics and Labour	Italian constitutional body addressing labour-related issues

CNV	Christian Trade Unions in the Netherlands	Dutch workers' organization
CSE	Social and Economic Committee	Workers' representative body at company level
DESI	Digitalisation Composite Index	Statistical index
DGB	German Trade Union Confederation	Confederation of German workers' organizations
EPA	Spanish Active Population Survey	Spanish labour force survey
ESC	Economic and Social Council of the Republic of Slovenia	Slovenian tripartite body
ETUC	European Trade Union Confederation	EU-level workers' organizations
EU	European Union	N/a
EWCS	European Working Conditions Survey	N/a
FDP	Free Democratic Party (The Liberals)	German political party
FNV	Dutch Federation of Trade Unions	Dutch workers' organization
FORUM	Forum Unions Maltin	Confederation of Maltese workers' organizations
FSU	Financial Services Union	Irish workers' organization
GDPR	General Data Protection Regulation (EU) 2016/679	European regulation about privacy law
GRTU	Malta General Retailers and Traders Union	Maltese workers' organization
GWU	Malta General Workers Union	Maltese workers' organization
ICTs	Information and Communication Technologies	N/a
IG Metall	Industrial Union of Metalworkers	German workers' organization
INSEE	National Institute of Statistics and of Economic Studies	French statistical institute
LDK	Lithuanian Employers' Confederation	Lithuanian Employers' association
LOPD	Spanish Organic Law No. 3/2018, of 5 december, about the protection of personal rights and to guarantee the digital rights	Spanish privacy law
LPSK	Lietuvos Profesinių Sąjungų Konfederacija	Lithuanian confederation of workers' organizations
MEA	Malta Employers' Association	Maltese employers' association

MEUSAC	Malta-EU Steering and Action Committee	Malta-EU public agency
MKB-Nederland	SME-Netherlands	Dutch employers' association
MOOC	Massive Open Online Courses	Specific massive training courses on the use of digital tools, which can be organised through e-learning modules
Osservatorio sullo Smart Working	Observatory on Smart Working hosted by the Politecnico of Milan	Observatory concerning remote and digital work in Italy
PAN	Portuguese Persons, Animals and Nature Party	Portuguese political party
PCP	Portuguese Communist Party	Portuguese political party
PS	Portuguese Socialist Party	Portuguese political party
QVT	Quality of working life	N/a
R2D	Right to disconnect	The employee's right disconnect him/herself from technological job-related devices outside normal working time
RI&E	Risk inventory	Dutch instrument to assess the degree to which a company complies with the local Working Conditions Act
Right to be disconnected	N/a	The employee's right that the employer will implement the instrument functional to allow the worker to disconnect him/herself from technological job-related devices outside normal working time
RTT	Reduction of working time	N/a
SLI	Valstybinė darbo inspekcija	Lithuanian Public Agency
SMEUnited	N/a	EU-level employers' association
SPD	Social Democratic Party of Germany	German political party
SYNTEC	Syntec Federation	French employers' organisation
SZW	Ministry of Social Affairs and Employment	N/a
TICTM	Telework and Information and Communication Technologies Mobile workers	N/a
UGICT-CGT	General Union of engineers, managers and technicians – General Confederation of Work	French workers' organization

UGT	General Union of Workers	Spanish workers' organization
VCP	The Trade Union for Professionals	Dutch workers' organization
VNO-NCW	Confederation of Netherlands Industry and Employers	Dutch employers' association
VNO-NCW	Confederation of Netherlands Industry and Employers	Dutch employers' organization
ZDOPS	Association of Employers in Craft and Small Business of Slovenia	Slovenian employers' association
ZSSS	Association of Free Trade Unions of Slovenia	Slovenian workers' organization

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