

Future of work landscape in Latin America



As companies bring employees back to the office, requests for hybrid or remote work are becoming increasingly common.

Here are some considerations for LATAM employers to think through as they weigh allowing employees to work remotely:



A written agreement is often required (or is highly recommended) to implement a remote work arrangement. Certain jurisdictions also require specific clauses to be agreed in writing between the parties.



As a general rule, all equipment, tools and materials necessary for remote working, including personal protection equipment, should be provided by the employer.



Expenses resulting from remote work should be generally paid by the employer, but local law often does not provide detailed information about which expenses and what amounts are required to be reimbursed.



Payment of such amounts may be considered compensation in nature in certain jurisdictions, triggering additional costs. This should be checked in applicable jurisdictions.



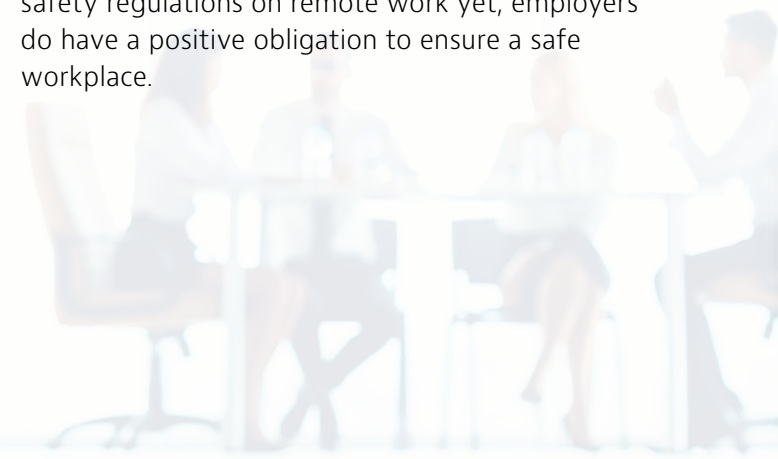
Unpaid overtime can trigger labor claims, so employers should carefully assess how to track employee hours worked (including overtime) based on the requirements or recommendations of countries where employees are working remotely.



The employee's right to disconnect is already a reality in Argentina, Colombia, Chile and Peru. Employers should keep an eye on developments in countries such as Brazil and Mexico, where it is being discussed and where regulations on the matter are expected in the near future.



LATAM employers have health and safety obligations even when the employee is working outside the company's premises. Although many jurisdictions do not have specific health and safety regulations on remote work yet, employers do have a positive obligation to ensure a safe workplace.



Visit our Future of Work hub for the latest information on how we are enabling companies rethinking their workforce to stay compliant in an ever-changing regulatory landscape.

FUTURE OF WORK HUB

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