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The Obligations of the Employer in the Implementation of Remote Work: The Examples of Slovakia, the Czech Republic and Poland

Abstract: This text analyses the legal aspects of teleworking in Slovak labour law and remote working in Czech and Polish labour law. The text shows how Slovakia, the Czech Republic and Poland have used their experiences of employment during the COVID-19 pandemic in different ways. The basic difference is already apparent in the notions of remote working, teleworking and working from home. There are also some differences in the regulation of employers' obligations related to the implementation of remote working. The legal regulation of remote working is in its formative stage, as evidenced by recent Polish and Czech labour-law changes. The analysis of the legal regulations of the three countries shows that remote working is a challenge. It is legitimate to analyse different legal solutions and share experiences between the countries. The text analyses the latest legal developments.

Keywords: agreement on remote work, employer's obligations, remote work, telework, work–life balance

Introduction

Remote work, thanks to its flexibility and the possibility of combining professional and private life, has nowadays gained worldwide importance. It has become clear that this form of employment is not only a temporary phenomenon, but is becoming a permanent part of the modern working environment (Krasnitskaya & Khvatsik, 2020, p. 195). This is also why the legal regulation of remote work in Poland, the Czech Republic and Slovakia has been subject to changes. With developments of regulation come new questions and challenges for employers, who must ensure that their employees' remote work is efficient, safe and in compliance with labour-law standards.

The research methodology adopted here is based on analysing the normative material of Slovak, Czech and Polish labour law; the research relies on the method of interpretation of laws in force. Special attention has been paid to issues such as the definition of remote working and the employer's obligations related to its introduction. The objective of the research is to conclude whether COVID-19 has brought about changes in telework regulations and whether these are beneficial for employees.

1. The concept of remote work in Slovakia and related obligations of the employer

The Slovak Act No. 311/2001 Coll., the Labour Code as amended (the Labour Code), does not contain a definition of remote work. If we understand remote work as a term denoting a form of work in which employees perform work completely or partially outside their employer's workplace, the Labour Code recognizes two institutes governed by the same legal regime, namely domestic work and telework. In both cases, it is work that could be performed at the employer's workplace but is performed regularly from the agreed place of work outside the employer's workplace, within the scope of the established working time, or part of it. As follows from § 52 para. 1 of the Labour Code, the difference between the two types of work lies only in the fact that in the case of telework, the work is performed using information technology, which regularly involves the electronic transmission of data at a distance.[1] However, according to § 52 para. 2 of the Labour Code, telework is not considered work that the employee performs occasionally or under extraordinary circumstances with the consent of the employer, or after agreement with him/her, at home or a place other than the usual place of work, provided that the type of work that the employee performs according to the employment contract allows this; this separates so-called 'home of-

1 Since domestic work and telework are covered by the same legal regime, and given the focus of this article, we will only use the term telework for these relationships.

fice' work from telework. The decisive criterion for assessing whether it is telework or standard work, and whether the employer has allowed a so-called 'home office', will be a factual examination of whether the performance of work outside the employer's premises takes place 'occasionally or under extraordinary circumstances', and especially the wording of the employment contract itself. Because it is impossible to enter the employee's household without his/her consent, the employer cannot order the performance of telework unilaterally, and the application of the legal regime of telework requires an explicit agreement in the employment contract (Dolobáč, 2017, pp. 193–200).

One of the conditions of telework is that it must also be possible to perform this work at the employer's workplace. However, such legislation may cause some problems in practice. During the COVID-19 pandemic, the number of employees performing telework increased significantly, forcing employers to adapt their work environment, and some employers even shut down their physical workplaces as they were no longer needed. Here the question arises as to what legal regime to apply if the employer reduces his/her workplaces to an absolute minimum so that practically there is no longer a permanent workplace but only a virtual address. In that case, theoretically, it could not be telework.

An employee's household can be considered as any agreed place of work outside the employer's premises. If the employee not only performs telework, both the place of performance of regular work and of telework should be specified in the employment contract. This is a very broad definition of the term 'household' of an employee since it can be not only any agreed place of work outside the employer's promises within Slovakia but also abroad (Barancová, 2022, p. 9).

In the case of telework, the employee does not have to work from home the entire working time, but an element of regularity, rather than randomness, is required to preserve the feature of telework. The occasional performance of 'home office' work is therefore not telework; it is not covered by the rights and obligations established for telework and does not have to be agreed upon as such in the employment contract. Regularity of work is preserved even if it concerns the performance of work in a lower extent than agreed if the work is carried out in this way regularly every week.

Working time for telework can be organized in two ways: it is organized by the employer in the form of either fixed or flexible working hours. This method brings increased demands on the employer, who must monitor and record the length of working hours, overtime, work on holidays or night work. However, upon agreement with the employee, it is also possible for the employee to organize working hours directly him/herself. In this case, the employee can choose whether to schedule regular working hours throughout the week or can prefer flexible working hours. However, the choice of the method of scheduling working time does not release an employee from the obligation to inform the employer about the time and scope

of the telework. If the employee schedules his/her own working time after agreement with the employer, in such cases, according to § 52 para. 7 of the Labour Code:

- the provisions on the schedule of designated weekly working hours, continuous daily rest and continuous rest during the week do not apply,
- provisions on shortages do not apply, except for shortages for which the employer is responsible,
- the employee is not entitled to wage compensation in the event of important personal obstacles at work, except in the event of a leave of absence due to the death of a family member,
- the employee is not entitled to wages for overtime work, wage concessions for work on holidays, on Saturdays or Sundays, or for night work, or wage compensation for the performance of difficult work, unless the employee and the employer agree otherwise.

The possibility that the employee schedules his/her own weekly working time gives the employee more control over when and how s/he works, which gives him/her more flexibility in the organization of work. The restrictions mentioned reflect the difficult possibility of checking compliance with working hours by the employer (Dolobáč et al., 2023, p. 270), but even in this case, employees must comply with the restrictions regarding the maximum weekly working time and minimum rest, which are established by applicable legal regulations. This means that employees cannot work for an unlimited time and must have sufficient time to rest between shifts, as the necessity of observing the legal limits of weekly and daily working hours is also required by the jurisprudence of the Court of Justice of the EU (see Judgment of the Court of Justice of the European Union 2019; Judgment of the Court of Justice of the European Union 2022).

With the rapid progress of information technology, the development of work tools can harm the personal time and private lives of employees (Krause, 2018, p. 224). Therefore, the Labour Code, in § 52 para. 10, introduces the right to disconnect, consisting in the fact that a teleworking employee has the right not to use work tools for the performance of telework during his/her continuous daily rest and continuous rest in the week (if s/he is not ordered to or has agreed to work on standby or as overtime during this rest), when taking leave, on a holiday when work was cancelled, and when there are obstacles at work. Refusal to work when using the right to disconnect must not be considered a violation of work discipline.

Control of telework is also problematic: how should the employer control the performance of the work if the employee performs it outside the employer's premises? According to the current legal situation, the employer does not have sufficient legal options to enable such control. According to Slovak legislation, the employer could proceed following § 13 of the Labour Code, which allows exceptions to the right to personal privacy, but such interventions by the employer can only

be carried out based on legality, legitimacy and proportionality, and when the employer's notification obligation is fulfilled towards employee representatives and employees themselves. To protect private life, the employer must have the employee's consent to visit his/her household, at a previously agreed-upon time and with prior notification. This is also why in practice, some employers are content with just checking the employee's work results.

The area of health and safety at work is also related to this issue. Even when the employee is teleworking, the employer cannot get rid of his/her obligations in the field of health and safety at work, although in practice, this situation encounters several problems (for the issue of health and safety at work for teleworkers, also see Žuľová, 2017, pp. 93–95). The Labour Code and other labour regulations do not specify in detail how employers should fulfil their obligations in connection with safety and security; moreover, the actual space for this fulfilment and control is very limited – especially when employees schedule their own working time. This problem is even more important because the violation of health and safety rules at work, as well as in the performance of telework, can lead to occupational accidents, which will create complications in practice.

The performance of telework brings additional obligations for employers compared to the performance of work at the workplace. These obligations are mainly related to the employee's technical and software equipment and data protection during data transmission, but also relate to the relationship of the teleworker towards other employees. In particular, the employer must take appropriate measures to install and regularly maintain the technical and software equipment necessary for the performance of telework, except in cases where the teleworking employee uses his/her own equipment. This obligation on the employer is related to the legal nature of dependent work as work that is performed at the employee's expense (Barancová et al., 2022, p. 587). However, if the employer cannot fulfil this obligation for various reasons, s/he can agree with the employee on the use of his/her own technical equipment and software. This in itself does not mean that the employer is obliged to provide monetary compensation for the employee's use of their own work equipment, as this requires a special agreement, according to § 145 of the Labour Code. Based on such an agreement, the employer is obliged to pay only the proven increased costs of the employee connected with the use of his/her own equipment and objects necessary for the performance of telework. The employer does not have an obligation to reimburse costs for telework if the employee uses these funds at work without the employer's consent. The agreement according to § 145 of the Labour Code can therefore be understood as the legal basis for monetary compensation for wear and tear to the employee's funds in the performance of work, which in practice is often used in the form of providing a lump sum, without a need for the employee to prove the amount of increased costs.

As part of the obligations in providing technical and software equipment to employees for telework, the employer is also obliged to inform the employee about

the purposes for which and to what extent s/he can use that equipment and software. S/he is also obliged to warn the employee about the potential consequences of violating these restrictions. Telework increases the requirements on ensuring secure communication between the employee and the employer during the electronic transfer of data, as this data may include personal information or sensitive data concerning the employer. Therefore the employer is obliged to ensure that security measures are observed when transferring data and that unauthorized third-party access to this information is prevented. The employer must also consider options for securing the employee's data, either through special software solutions, special hardware, or a combination thereof.

Likewise, the employer is obliged to take measures to prevent the isolation of home-working employees or teleworkers from other employees. The employee's right not to be isolated is matched by the employer's obligation to prevent isolation and if possible to allow the employee to enter the workplace to meet with others in person. The employer also has obligations corresponding to the right of a teleworking employee to extend their qualifications. At the same time, the extension of the employee's qualifications can take various forms, and can be carried out not only face to face but also digitally. Finally, the legislation on telework also enshrines the prohibition on discrimination against a domestic worker or a teleworker in the same way as for an employee who works in an employment relationship under standard conditions at the employer's workplace.

2. The legal regulation of remote work in general in the Czech Republic

Czech law does not define remote work, domestic work or telework. In general, remote work is understood as a form of dependent work where an employee performs his/her work completely or partially outside the employer's workplace; whether the work is performed in the employee's house or some other place is irrelevant. Compared to Slovak law, Czech legal regulation does not define telework and does not regulate the particular working conditions of employees performing their work using IT. The performance of dependent work is regulated by the Act No. 262/2006 Coll., Labour Code, as amended (the Labour Code). Dependent work is defined by § 2 (1) of this Act as work carried out within a relationship of hierarchy between the employer and employee, in the employer's name according to the employer's instruction, and that is performed in person by the employee for the employer. If the activity of a natural person for another natural person or legal entity fulfils the four characteristic features of dependent work, it shall be performed among others at the employer's workplace or some other agreed place. One of the conditions of performance of dependent work is that the work is carried out at the employer's workplace or some other agreed place. According to § 3 of the Labour Code, depend-

ent work may be carried out exclusively within a basic labour relation unless regulated by other statutory provisions.[2]

It should be highlighted that the Labour Code in force until 30 September 2023 exclusively regulated remote work performed under the condition that it was carried out outside the employer's workplace within working hours organized by the employee himself/herself. In the past, several draft proposals for detailed regulation of remote work and telework were prepared but not adopted (Komendová, 2015, pp. 15–21).[3] In the opinion of some experts, remote work should be left, on the freedom of agreement, as a fundamental principle of private law (Tkadlec, 2020, p. 10). It was only in September 2023 when the Parliament approved a draft proposal for an amendment of the Labour Code, including more precise rules for remote work; the new regulation entered into force on 1 October 2023.[4]

3. New regulations on remote work in the Czech Republic

3.1. Written agreements on remote work and the employer's rightto order remote work

As has been mentioned, remote work can be performed exclusively based on the condition that an agreement between the employer and the employee is concluded. Legal regulation in force until 30 September 2023 did not require any formal conditions for agreement on remote work. In practice, many employers enabled their employees to perform remote work, in particular domestic work, based on an informal agreement with the employee concerned. From 1 October 2023, a written agreement on remote work with each employee is mandatory. The written agreement shall be concluded even in cases when remote work is only performed occasionally (Labour Code § 317, para. 1). Compared to the original draft proposal, no obligatory essentials of this agreement are stated by law,[5] and it can be terminated by a written agreement concluded by the employer and the employee or by a notice of termination; in this case, the notice period is 15 days. However, it is possible to agree on different periods (longer or shorter), provided that it is the same for both parties within basic labour relations.

2 Legal regulation in force recognizes three types of basic labour relations: an employment relationship, a labour relation established by an agreement on work performance and a labour relation established by an agreement on working activity. The latter two are called labour relations on work performed outside an employment relationship.

3 The last proposal for adoption of rules regulating domestic work was proposed in 2016.

4 The amendment of the Labour Code was published in the Collection of Laws as Act No. 281/2023.

5 According to previous draft proposals, the agreement on remote work should include, for instance, how the employer assigns the work, how s/he checks the work performance or how s/he assures health and safety at work.

One of the significant changes in the regulation of remote work relates to th employer's right to order employees to perform remote work under particular circumstances, such as a situation consisting of measures adopted by a public authority for public health protection. Remote work ordered by the employer may last only for a strictly necessary time if the nature of the work to be performed allows it and on condition that the place of performance of the remote work is suitable (Komendová, 2020, pp. 41–49).[6] It should be noted that the Czech legal regulation in force until 30 September 2023 did not state the employer's right to order remote work even during the epidemic situation caused by COVID-19 (Komendová, 2020, pp. 41–49).

3.2. Regulation of costs for remote work

The second significant amendment of legal regulation concerning remote work consists in the regulation of reimbursement for the costs of working remotely.[7] The employer is obliged to reimburse utility costs to an amount proved by the employee. The legal regulation enables the conclusion of an agreement between the employer and the employee stipulating that the employee is entitled to a lump sum instead of the actual utility costs.[8] The employer's obligation to reimburse the costs of remote work corresponds to the condition of dependent work stated in § 2. (2) of the Labour Code mentioned above, which is the performance of dependent wok at the employer's cost. It should be highlighted that the reimbursement of costs for remote work was one of the most criticized points of the draft proposal for amendment of the Labour Code proposed by the Ministry of Labour and Social Affairs. Due to criticism by employers' representatives, the final wording of the Labour Code amendment enables the conclusion of an agreement in writing which stipulates that no costs will be reimbursed.

3.3. The employer's obligation to allow remote work

As has been mentioned, the Czech legal regulation in force puts remote work exclusively under an agreement concluded between the employer and the employee. However, the amendment of the Labour Code that entered into force on 1st October 2023 lays down special protection for certain categories of employees. In fact, the main reason for the adoption of the Labour Code amendment was the implementation of the Directive of the European Parliament and of the Council (EU) 2019/1158 of 20 June 2019 on Work–Life Balance for Parents and Carers and Repealing Council Directive 2010/18/EU (Work–Life Balance Directive). Article 9 of this Directive,

6 If remote work is ordered by the employer, the employee is obliged, at the employer's request, to specify a suitable place of performance for remote work or to inform the employer that no such place is suitable.

7 See § 190(a) of the Labour Code.

8 This lump sum shall be specified by an Ordinance of the Ministry of Labour and Social Affairs. It is supposed to be approximately CZK 4.50 for each hour of remote work.

named 'Flexible working arrangements', states the obligation of Member States to take necessary measures to ensure that workers with children up to a specified age (at least eight years) and carers have the right to request flexible working arrangements for caring purposes. Flexible working arrangements shall include, besides flexible working schedules and a reduction in working hours, remote working arrangements (Recital to the Work–Life Balance Directive, point 34). The duration of such flexible working arrangements may be subject to reasonable limitations (Waddington & Bell, 2021 pp. 508–528).

It should be noted that the Labour Code amendment that entered into force on 1st October 2023 was adopted to implement the Work–Life Balance Directive. The new wording (§ 241(a)) lays down the employer's obligation to provide written reasoning for a decision not to provide remote work for employees who are parents or carers. The categories of employees entitled to the employer's reasoning for such a decision are as follows:

a) Apregnant employee,

b) An employee taking care of a child under nine years old,

c) An employee who on his/her own takes long-term care of a person who under the Act on Social Services is considered as a person being dependent on another individual's assistance, and such dependency is grade II (dependency of medium seriousness), grade III (serious dependency) or grade IV (full dependency).

It should be noted that the original draft proposal for the Labour Code amendment was even more strict; specifically, it contained the employer's obligation to comply with an employee's request for remote work under § 317 unless this is prevented by serious operational reasons.[9] However, this wording was finally refused, with the reasoning that it is not necessary to provide employees with such a high level of protection. The new legislation stating the employer's obligation to provide written reasoning for his/her decision not to provide remote work is considered rather controversial. Employers' representatives argue that all employers (both natural persons and legal entities) have the obligation to take into consideration the requests of employees taking care of children or another person, even in cases where it is obvious that it is not possible to enable them to transfer to remote work. There is strong criticism from the employers' side as regards the obligation to provide written reasoning for a decision not to provide remote work; most consider the new obligation an administrative burden.

9 Such an obligation is laid down by § 241 of the Labour Code as regards an employee's request for part-time work or any other suitable adjustment of weekly working hours.

4. The concept of remote working in Poland and employers' related obligations

4.1. The concept of remote working

Remote working is a new form of work organization in the Polish legal system; in April 2023, it appeared in the Polish Labour Code in place of telework. The concept of remote work has a legal definition in Article 67(18) of the Labour Code; according to this provision, work may be performed, in full or in part, at a place named by the employee, which may be the employee's place of residence, and at a time agreed upon with the employer, in particular with the use of means of direct communication over a distance. The parties may already agree on remote work at the time of the establishment of the employment relationship or during employment. Remote working shall be performed based on an employment contract.

As can be seen from this definition, the location of the remote work should be chosen by the employee, but s/he should always agree on this choice with the employer. This seems justified only because the employer has legal obligations related to remote working. For example, the place of remote working is relevant for assessing whether the employer can effectively carry out controls (Skreczko, 2023, p. 34). Agreement on the place of work is also relevant for determining the rights and obligations of the parties in the case of business trips, because the place of remote work determines where the business trip starts. This leads to the conclusion that the place of work should be specific, and means indicating the exact address of the place from which the employee works. The literature rightly emphasizes that the establishment of a specific place of work is important from the perspective of safe and hygienic working conditions (Prusik, 2023, p. 51) because, before remote working is allowed, the employee declares that safe and hygienic working conditions are ensured at this workplace. The employee's statement can only be verified if the employer knows the address at which the employee works.

It also follows from Article 67(18) that an employer cannot impose the place of work on an employee, especially if it involves the employee's home (Jaśkowski & Maniewska, 2023, art. 67(18)). Legal regulation protects the employee against such action by the employer. Firstly, the regulation prohibits the termination of the employment contract for refusal to agree to work remotely in the course of employment (Article 67(19)). Secondly, legal regulation prohibits discrimination against employees who refuse to work remotely (67(29)). The provisions of the Labour Code do not introduce specific regulations regarding the duration or period of remote working. It is therefore possible to introduce a hybrid way of working, partly remote and partly in a workplace. The rules for the introduction of a hybrid way of working are determined by the employer, in agreement with the employee. It is worth noting that

the Polish legislature has not yet regulated the right to disconnect (Miernicka, 2022, p. 123).

4.2. The employer's obligations regarding the implementation of remote working

The employer is obliged to determine the specific rules for remote working. The ways to define these rules are an agreement between the employer and the trade union organization, remote working regulations issued by the employer, an order of the employer or an agreement between the employer and the employee. If there are no trade unions at the employer or it has not been possible to negotiate an agreement, the employer is obliged to issue remote working regulations (Article 67(20) of the Labour Code). Remote working regulations shall be introduced by the employer after consultation with employee representatives and selected by the procedure adopted by the employer. The legislation does not indicate which specific entities have the right to consult on remote working; it should be agreed that these may be participatory bodies elected by the workforce or designated by the employer (Baran, 2022, p. 23). For example, this body could be an employee council.

The content of both the agreement and the regulations should primarily specify the group of employees covered by remote working (inter alia, by indicating specific positions). The identification of a selected group of employees entitled to remote working must not violate the principle of equal treatment in employment. In addition, rules should be established for the employer to cover certain costs: the employer is obliged to a) cover costs related to the installation, servicing, operation and maintenance of work tools, including technical equipment, necessary for the performance of remote work, b) cover the costs of electricity and telecommunication services necessary for the performance of remote work, and c) cover costs other than those mentioned above, but only directly related to the performance of remote work (Article 67(24) of the Labour Code). It is worth noting that work materials and tools may be provided by the employer, or rules may be established for the use of the employee's own materials and equipment.

If remote working is introduced at an employer, it is also necessary to adapt data protection provisions to the changing legal situation accordingly. To this end, the employer shall set out the procedures for the protection of personal data and provide, where necessary, training and instruction in this regard (Article 67(26) of the Labour Code). The agreement or regulations should also include the principles of control by the employer, which concerns the performance of work by the remote worker, safe and hygienic working conditions and compliance with security and information protection requirements, including procedures for the protection of personal data (Article 67(28) of the Labour Code) (Naumowicz, 2020, p. 28). Inspections shall be carried out in consultation with the employee at the place of remote work during the employee's working hours. The employer shall adapt the manner of inspection to where the

remote work is performed and the type of work. The performance of the inspection shall not violate the privacy of the employee performing the remote work or of other persons, nor impede the use of the home premises as intended. Any deficiencies noted during the inspection shall be remedied by the employee within the specified period. The employer may also revoke consent to remote working.

The rules according to which the employer controls the employee should not only refer to the place where the remote work is performed. They may also consist, in particular, of the use of such methods of control as email monitoring, videoconferencing (teleconferencing) and sending information to the employer on the facts and manner of performing tasks. The principles of control should preserve proportionality in the means used to the objective pursued and the provisions on the protection of personal data (Miłosz & Świątek-Rudoman, 2019, p. 32).

Before allowing remote working, the employer has a specific duty to assess the occupational risks and to inform the employee of the assessment. In addition, the employer should obtain documented confirmation from the employee that s/he has read the assessment that the remote workstation is organized in such way as to ensure safe and hygienic working conditions (Article 67(31) of the Labour Code). 'Occupational risk' is understood as the probability of the occurrence of undesirable work-related events causing losses, in particular, the occurrence of adverse health effects in employees as result of occupational hazards present in the work environment or through the way the work is performed.[10] This therefore requires a thorough examination and assessment by the employer of what in the workplace can cause harm to employees (Prusik, 2023, p. 219). It is worth emphasizing that, according to the Polish Labour Code, the occupational risk assessment should take into account not only the impact of remote work on the eyes or the skeletal-muscular system, but also the psychosocial conditions of this work. The literature, for example, points to the risks arising from the alienation of the worker from their team and their lack of contact with colleagues or superiors (Prusik, 2023, p. 219). Based on this assessment, the employer will have to establish rules for the safe performance of remote work and familiarize the employee with them.

An order to perform remote work is provided for emergencies, such as, for example, a state of emergency or a state of epidemic emergency. Furthermore, it may be issued during a period when it is temporarily impossible for the employer to ensure safe and hygienic working conditions at the employee's current workplace due to force majeure. The admissibility of issuing the order is subject to one further condition, which is the submission of a declaration by the employee that s/he has the premises and technical conditions to perform remote work. The form in which this declaration is made can be either on paper or electronically. The statement must be made imme-

10 Rozporządzenie Ministra Pracy i Polityki Socjalnej z 26.09.1997 r. w sprawie ogólnych przepisów bezpieczeństwa i higieny pracy (Dz. U. z 2003 r. Nr 169, poz. 1650 ze zm.).

diately before the order to perform remote work is issued, which makes it impossible to receive such statements 'in advance' (Sobczyk, 2023, art. 67(19)). It is worth noting that the employer must make a reasonable request to the employee to make the above statement. As noted in the literature, the Labour Code does not oblige the employee to make this statement (Jaśkowski & Maniewska, 2023, art. 67(19)).

Conclusions

Slovakia, the Czech Republic and Poland are all coping with the complexity of regulating remote work in the evolving landscape of modern employment. While there are positive aspects to these regulations, such as providing flexibility to employees and employers, there are also clear challenges and shortcomings that need to be addressed. In Slovakia, issues related to the organization of working hours, performance monitoring and health and safety at work have been highlighted as areas of concern. To ensure the successful implementation of telework, employers must establish clear internal policies and procedures that align with EU laws and case law. Furthermore, certain categories of highly autonomous employees should be allowed to telework without undue legal complications. The Czech Republic, on the other hand, has recently amended its regulations on remote work, stating the obligation for employers and employees to formalize remote work agreements. However, the legislation lacks specific provisions related to health and safety for remote workers, as well as the employee's right to disconnect, which are addressed in the legislation of many other EU Member States.

Remote work is a new form of work organization in the Polish legal system, regulated only after three years of its use in practice during COVID-19. Remote work replaced teleworking, which was quite rarely used by employers before the pandemic; they more often used outsourcing or self-employment than a telework contract. The Polish legislation has specified what remote working is. This solution should be evaluated positively, as there is currently no international definition of remote working and it is sometimes equated with telework; the Polish legislation makes a distinction between these concepts, with telework being closely related to the use of information technology and digital devices, and remote work being any work performed remotely. Currently, Polish law only regulates remote working. The *de lege lata* benefit for the employee is that remote work is voluntary. Moreover, the definition of remote work does not indicate any specific type of work that can be performed. Therefore, remote work may not only include work using new technologies for remote communication, but can also include small-scale production work. However, a disadvantage of the current state of the law in Poland is the lack of an employee's right to disconnect.

In light of these observations, it becomes clear that the countries discussed here can benefit from continually improving their labour laws to take into account the changing nature of work in the digital age. Balancing the needs and rights of both employers and employees is a complex task, but one that is crucial for creating a sustainable and harmonious work environment in the modern era. It is hoped that future legislative developments will take into account these considerations to ensure the well-being and productivity of the workforce in Slovakia, the Czech Republic and Poland.

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