


Homework in the Countries of the Visegrad Group (V4): A Comparative Legal Study


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Abstract: Derived from the traditional cottage industry, homework has played a significant social and economic role in Europe for centuries. In the digital economy era, homework is acquiring new significance, particularly in the context of flexible forms of work, such as remote working or home-based platform work. This article focuses on the Visegrad Group countries, analyzing the regulation of homework within each country’s national legal system. This analysis will help determine the status of homework within labor law and its legal position. To this end, the authors employed a historical approach to examine the evolution of homework, a dogmatic approach to establish its legal standing in relation to the employment relationship and contract, and a comparative approach to identify convergences in national regulations. The final result of the comparative study reveals the diversity of homework regulations within the Visegrad Group. These range from a shift towards remote work (Czech Republic), through to separate yet compatible regulations on telework and homework within the employment relationship (Slovakia and Hungary), to the distinction between remote work and homework (Poland).

Keywords: homework, Visegrad group countries, comparative legal analysis, remote work, labor law

1. Introduction

Homework, derived from the traditionally understood cottage industry, has played a significant social and economic role in Europe for centuries. It enabled individuals who, for various reasons, could not take up employment in industrial establishments to earn an income, such as those caring for family members or artisans working from home (typically in rural areas). During industrialization, homework served as an important transitional element between agricultural labor and the factory system. Today, in the era of the digital economy, homework is assuming new significance, particularly in the context of flexible forms of work (e.g., remote work). Homework, teleworking, and home-based platform work have a particular common feature. They are all types of work that are not tied to the employer’s workplace but can be done anywhere, most often at the employee’s home or in coworking facilities. Essentially, the distinction between homework and teleworking was the use of information and communication technologies and where work, which

could also be performed at the employer's premises, is carried out away from those premises regularly.¹ Home-based platform work operates through digital labor platforms that connect service providers with potential customers. Additionally, work performance is mainly task-based ("gig economy") and coordinated by algorithms rather than traditional management.²

Due to the lack of uniform national regulations and terminological differences already apparent at the conceptual level, and to avoid creating an artificial definition for this study, the comparative legal analysis conducted herein refers to the definition of homework laid down in Article 1(a) of the International Labour Organisation (hereinafter: ILO) Convention No. 177 on Home Work.³ According to the text of that Convention, the term "homework" means

work carried out by a person, to be referred to as a homeworker, (i) in his or her home or in other premises of his or her choice, other than the workplace of the employer; (ii) for remuneration; (iii) which results in a product or service as specified by the employer, irrespective of who provides the equipment, materials or other inputs used, unless this person has the degree of autonomy and of economic independence necessary to be considered an independent worker under national laws, regulations or court decisions.

In many European countries, the legal nature of homework has raised serious doubts for years, necessitating an analysis of existing regulations across different legal systems. Above all, classifying the homework contract within the labor law regime proves problematic – particularly in determining the extent to which labor law provisions may apply to homework.⁴

The primary objective of this study is to answer the question of whether, in the countries of the Visegrad Group (V4), homework constitutes merely a social fact or whether it functions within the respective legal system as a distinct legal category (and if so, whether this category falls within the labor law regime). Answering this fundamental question allows for a detailed comparative legal analysis in the following areas: (1) the possibility of identifying features of the national employment relationship in the context of homework (e.g., the personal performance of work or a level of subordination at least resembling that found in employment relationships); (2) whether the legal basis of homework is a best-effort contract or a result-based contract; and (3) the role of homework as a means of feminizing work performance (e.g., within the framework of the flexicurity employment model).⁵ It must be emphasised that the legal regime alone does not definitively

¹ Compare with ETUC, UNICE/UEAPME, and CEEP, *Framework Agreement on Telework* (Brussels, 16 July 2002).

² Cf. Steven Vallas and Juliet B. Schor, "What Do Platforms Do? Understanding the Gig Economy," *Annual Review of Sociology* 46, no. 1 (2020): 273–94, <https://doi.org/10.1146/annurev-soc-121919-054857>.

³ International Labour Organization, *Home Work Convention, 1996 (No. 177)* (Geneva, 1996). It should be noted that none of the V4 countries has yet ratified the Convention and is therefore not obliged to comply with its provisions.

⁴ Teresa Wyka, "Sytuacja prawna osób wykonujących pracę nakładczą," *Acta Universitatis Lodziensis. Folia Iuridica* 25 (1986): 5 and the literature cited therein.

⁵ Flexicurity can be defined as "an integrated strategy to enhance, at the same time, flexibility and security in the labour market." See also: European Commission, *Towards Common Principles of Flexicurity: More and Better Jobs through Flexibility and Security*, COM(2007) 359 final (Brussels, 2007). Flexicurity is a concept

determine the legal nature of a given contract. In conclusion, resolving the aforementioned issues – i.e., determining the legal nature of homework in each V4 country – at the national level will allow for an assessment of whether a homeworker is, or should be, considered an employee.

The choice to analyze the Visegrad Group countries in this comparative legal study, aside from limits imposed by the scope of such a work, stems from several important factors. Firstly, these countries share a similar history of systemic transformation, which has shaped the development of their legal systems – including regulations concerning atypical forms of work. Secondly, all V4 countries are members of the European Union, which requires them to implement EU labor law. The absence of a unified concept of homework under EU law makes the analysis of national solutions particularly relevant. Thirdly, the observed diversity of approaches within the V4 provides an opportunity to better evaluate the effectiveness of existing regulations. Studying the V4 legal systems may also help identify directions for future reforms, especially given the growing importance of flexible forms of work (e.g., remote work) and new EU labor law regulations (e.g., concerning home-based platform work).

2. Legal Regime of Homework in Visegrad Group Countries (V4)

2.1. Legal Regime of Homework in Czechia

To lay the basis for the homework in the Czech and Slovak labor law system, it is necessary to consider the first regulation introduced to the newly formed Czechoslovak state – the Act on the Regulation of Labour and Wage Conditions of Homework.⁶ Section 2(a) of the Act defined homeworkers as “persons engaged in the production or processing of goods away from the premises of their employers, generally in their own homes, and do not carry on trades under the trade regulations.”⁷ After the end of the Second World War and with the changes in the economic system underway, there was a tendency to gradually reduce homework due to work safety concerns and the impossibility of ensuring sufficient control over work performance.⁸ Also worth mentioning is the ruling of the Supreme Court of Czechoslovakia from July 4, 1959⁹ (before the definition of homeworker was

that has to be defined as part of an ongoing process. It should not be a standardized model that can be applied in the same way, for example, across all European Union Member States. Cf. Michał Barański, “Employment Flexibility in Times of Crisis,” *Studia Iuridica*, no. 95 (2023): 12, <https://doi.org/10.31338/2544-3135.si.2022-95.1>; it should be emphasized that the meaning of the flexicurity concept has evolved in response to changing economic, technological, and social conditions. See also: European Commission, *Establishing a European Pillar of Social Rights*, COM(2017) 250 final (Brussels, 2017).

⁶ Act on the regulation of working and wage conditions for domestic work of 12 December 1919, No. 29/1920 Coll.

⁷ Cf. Jan Pichrt, “Několik Poznámek k Pracovním Vztahům Domovníků, Obchodních Pomocníků a Domáckých Zaměstnanců v Období První Republiky,” in *Caro Amico: 60 Kapitol pro Michala Skřejpka Aneb Římské Právo Napříč Staletími*, eds. Petr Bělovský and Kamila Stloukalová (Praha: Auditorium, 2017), 312–23.

⁸ Martin Štefko, “§ 317,” in *Zákoník Práce. Komentář*, eds. Miroslav Bělina and Ljubomír Drápal (Praha: C.H. Beck, 2019), 1254–56.

⁹ Own translation, Decision of Czechoslovak Supreme Court of 4 June 1959, Cz 176/59.

introduced in the labor code in 1965)¹⁰ that consider on the legal nature of homework. It stated that:

It is not possible to reach the conclusion that a contract under which a particular employee undertakes to perform specific work, or to perform specific work at home, is always a contract of employment, if a number of differences can be identified compared with a contract of employment. (...) It follows from the above that neither by the nature and content of the arrangement, the subject of which is the work performed by the employee concerned at home, nor by the applicable statutory provisions, can the conclusion be reached that work performed at home will always be the subject of an employment contract.

Nonetheless, with the new labor code of 1965, Czechoslovak lawmakers introduced an atypical form of work, i.e., work performed outside the employer's premises. According to Article 267(2) the homework, understood as the work of

employees (so-called "homeworkers," Czech: *domáční zaměstnanci*) who do not work at the employer's workplaces but, according to the terms and conditions agreed in the employment contract, perform agreed work for the employer at home during their own working hours was governed by the labor code.

However, these regulations diminished certain employee rights, including those concerning fixed weekly working time, downtime compensation, overtime pay, and holiday pay. The government also retained the power to introduce further derogations for homeworkers via regulation, or to grant compensation for significant personal work hindrances, should their unique working conditions necessitate such adjustments.

Along with the transition to a new economic system and the dissolution of Czechoslovakia in 1991, newly established countries introduced new labor codes that again sought to regulate homework, with particular changes driven by technological development. From this point on, we will focus on the Czech regulation on homeworking. The section on the Slovakian regulation is addressed in the following subchapter.

With the new Czech Labour Code (Czech: *Zákoník práce*, hereinafter: CZP), introduced in 2006,¹¹ the legislator has regulated work performed outside the employer's premises in Article 317. Despite the explanation to the new CZP stating that the new regulation implements new forms of employments,¹² but employment differently, in reality, it is a closely similar regulation adapted to the new economic and technological

¹⁰ Act on Labor Code of 30 June 1965, 65/1965 Sb.

¹¹ Act on Labor Code of 7 June 2006, 262/2006 Sb.

¹² Explanatory memorandum to Act No. 262/2006 Coll., Labour Code, p. 40, accessed May 20, 2025, https://vlada.gov.cz/assets/urad-vlady/poskytovani-informaci/poskytnute-informace-na-zadost/Priloha_3_Duvodova_zprava.pdf.

(telework) environment.¹³ Nonetheless, the legislator did not follow the telework criteria set out in the Framework agreement on telework.¹⁴

In October 2023, Article 317 was changed completely. After the amendment, the article in simplified version states that the “performance of remote work (Czech: *práce na dálku*) is only possible based on a written agreement between the employer and the employee,” without specifying the content of the agreement.¹⁵ Paragraph 2 of Article 317 sets out a relative dispositive norm granting the parties greater autonomy in terminating the remote work agreement. In similar matters as the previous regulation, para. 4 changed for the employees whose working time is scheduled by themselves, the scope of application of provisions regarding the scheduling of working hours, downtime or interruptions of work due to inclement weather shall apply; compensation for wages or salary, in the event of other important personal obstacles to work. However, with effect from January 1, 2025, para. 4 of Article 317 was repealed, and for remote work, the general provision of Article 87a (scheduling of working time by the employee) was found in force.¹⁶

2.2. Legal Regime of Homework in Slovakia

Article 52 of the Slovak Labour Code (Slovak: *Zákonník práce*,¹⁷ hereinafter: SZP) regulates homework and telework (Slovak: *Domácka práca a telepráca*) as a single provision. The current provision is a result of COVID-19, which has led to an amendment of the Labour Code in 2021,¹⁸ making it more flexible by allowing employees to organize their own working time.¹⁹

Homework is understood as work that can be performed at the employer’s workplace and is performed regularly within the scope of the prescribed weekly working time, or part of it, from the employee’s home. However, the legislator broadened the definition of employee’s house to “the agreed place of work outside the employer’s place

¹³ According to Article 317 of the CZP, this Act covers employees who work remotely and set their own hours and conditions, provided they are not subject to regulations regarding work scheduling, downtime or weather-related interruptions. Furthermore, unless implementing legislation specifies otherwise, such employees are not entitled to compensation for wages during personal work obstacles, overtime pay/time off, or extra pay for public holiday work; see also: Eva Dandová, “Práce na dálku,” *BHP – Bezpečnost a Hygiena Práce*, no. 7/8 (2025): 14–77.

¹⁴ Cf. European Commission, *Report on the Implementation of the European Social Partners’ Framework Agreement on Telework*, SEC(2008) 2178, accompanying COM(2008) 412 final (Brussels, 2008), accessed May 20, 2025, <https://eur-lex.europa.eu/legal-content/en/txt/?uri=celex%3a52008sc2178>.

¹⁵ Previous draft proposals recommended that remote working agreements should detail how employers assign tasks, monitor performance and ensure health and safety in the workplace, cf. Aneta Giedrewicz-Niewińska, Viktor Križan, and Jana Komendová, “The Obligations of the Employer in the Implementation of Remote Work: The Examples of Slovakia, the Czech Republic and Poland,” *Białostockie Studia Prawnicze* 29, no. 2 (2024): 89, <https://doi.org/10.15290/bsp.2024.29.02.07>.

¹⁶ Margerita Vysokajová, “§ 317,” in *Zákonník práce: komentář*, eds. Petr Hürka et al. (Praha: Wolters Kluwer, 2025): 731–35.

¹⁷ Act on Labor Code of 8 August 2001 č. 311/2001 Z. z.

¹⁸ Act on amending Act No. 311/2001 Coll. Labor Code, as amended, and amending certain acts of 4 February 2021.

¹⁹ Helena Barancová, “Nová právní úprava domáckej práce a telepráce,” *Právny Obzor* 105, no. 1 (2022): 3, <https://doi.org/10.31577/pravnobzor.2022.1.01>.

of work” (Article 52(3) SZP). Telework differs from homework in that it requires additional conditions to perform the work using information technology and to transmit electronic data regularly at a distance.²⁰ The performance of homeworking or teleworking shall require the agreement of the employer with the employee in the employment contract. Parties were granted higher scope of the autonomy regarding the agreement on performing homework or telework, which extend to exclusivity of performing work in whole or in part whole or in part at a place designated by the employee, if the nature of the work so permit (Article 52(5) SZP), compliance with scheduled working time or flexibility of working hours (Article 52(6) SZP).²¹ Slovak regulations also oblige the employer to provide work tools (as a rule) and data protection (Article 52(8) SZP). Moreover, employees performing homework or telework shall have the “right to disconnect,”²² and the “employer shall not treat as a failure to perform an obligation if an employee refuses to perform work or comply with an instruction at that time” (Article 52(9) SZP). Significantly, Article 52(2) SZP excluded from the scope of the homework or telework occasional “home office.”²³

2.3. Legal Regime of Homework in Hungary

The first attempt to regulate homework (Hungarian: *A bedolgozói munkaviszony*) in the Hungarian legal system was introduced in 1967,²⁴ and amended in 1981²⁵ by the ministerial Decrees on homework. The homeworker in both Decrees may be any natural person who independently performs physical or non-physical (so-called “intellectual”) work for which the performance requirement can be specified as a work standard or other quantitative or qualitative indicators. The workplace of the homeworker was outside the employer’s premises, typically the homeworker’s house. Remuneration is linked to the rates of full-time employees for similar work, and the parties are obliged to determine pay at the time of assignment. The material liability of the homeworker for the resources assigned to him, except when the damage is due to unrelated causes, refers to the general principles of labor law. Both Decrees provide mechanisms for reimbursing costs incurred by the homeworker in connection with the work performed. Finally, the employer retains his right to control the work performed and to give instructions regarding the materials entrusted.

²⁰ Iveta Matlovičová, “Pravidelná a príležitostná práca z domácnosti zamestnanca,” *Dane a Účtovníctvo v Praxi* 26, no. 5 (2021): 47–48.

²¹ However, according to Article 52(7) SZP, if the employee determines his own working time, his employment is subject to the exceptions to the working time and the related rights to remuneration, cf. Zuzana Homer, “Vykon domácej práce a telepráce v kontexte aktuálnej aplikačnej praxe,” in *Zamestnanec v digitálnom prostredí*, eds. Monika Minčíčová, Marcel Dolobáč, and Jana Žulová (Košice: Univerzita Pavla Jozefa Šafárika, 2021), 120–21.

²² Unless on-call or overtime work is ordered or agreed with him at that time, during the taking of leave, on a holiday for which the work has fallen away, and during a hindrance to work.

²³ Para. 8(b) and paras. 9 to 11 shall apply *mutatis mutandis* to this type of work, cf. Jozef Toman, “§ 52. Domácka práca a telepráca,” in *Zákoník práce, Zákon o kolektívnom vyjednávaní – Komentár*, 5th ed., eds. Marek Švec and Jozef Toman (Bratislava: Wolters Kluwer 2023), points 10–11.

²⁴ Decree No. 16/1967 (XII. 27.) on the employment of home workers.

²⁵ Decree No. 10/1981 (IX. 29.) on the employment of home workers.

In the aftermath of the economic system's transformation, a new Decree on homework relationship was promulgated in 1994,²⁶ with effect until 2012, which was then incorporated into the Labour Code (Hungarian: *a munka törvénykönyvéről*, hereinafter: Mt.) from 2012.²⁷ The major change with the incorporation of this regulation was the removal of the possibility for the homeworker to use the work of assistants (in this case, family members). Additionally, the employer has no right to give the employee instructions that exceed the techniques used and the way of working. The homework employment relationship is set out in chapter XV of the Mt., which comprises the special provisions relating to employment relationships by type.²⁸

Section 198–200 Mt. considers the homework as a work that can be performed independently and for which remuneration is based solely on the work performed. An employee's work performance is remunerated on a performance-based wage under Section 137(2) Mt. Additionally, Section 199 regulates the reimbursement of employee expenses and the payment of remuneration. The parties can decide on the homeworker's workplace, but it need not be the homeworker's home. The employer's right of control/instruction, unless otherwise agreed, is limited to the specification of the technique and work processes to be used by the employee. The Mt. states that, as a rule, the employee shall carry out the work using his own means, and his working arrangements should not be fixed. The employment contract shall, at least, define the work performed by the employee, the place where work is carried out and the method and extent of covering expenses. Section 200(2) Mt. stipulates that, in the event of performance that does not align with the negotiated requirements and is attributable to the employee, no remuneration or reimbursement of expenses should be granted. However, if the employer may use all or part of the results of the work, the employer shall pay reduced remuneration and reimburse expenses.

Telework, as the second category that allows employees to perform work outside the traditional workplace, is regulated by Section 196 Mt. Currently, telework means “where the employee works at a place other than the employer's facilities in some or all of the working time.”

2.4. Legal Regime of Homework in Poland

Historically, Polish legislation initially employed exclusively the term “homework” (Polish: *praca nakładcza / praca chałupnicza*) in generally applicable legal acts. The first definitions of *praca chałupnicza* (cottage work) raised many doubts in distinguishing a cottage worker (Polish: *chałupnik*) from a craftsman or a laborer.²⁹ It was not until the 1937 Regulation of the Minister of Industry and Trade that cottage work, which had been excluded from the scope of industrial law, was defined as gainful employment and listed

²⁶ Government Decree No. 24/1994 (II.25.) on the employment of home workers.

²⁷ Act on the Labour Code of 13 December 2011, 2012. évi I.

²⁸ That chapter regulates, for instance, fixed-term employment relationships, call for work, job sharing, employee sharing, teleworking, and the situation of incapacitated employees, etc.

²⁹ Teresa Wyka, “Społeczno-ekonomiczne przesłanki rozwoju nakładztwa w Polsce,” *Z Problematyki Prawa Pracy i Polityki Socjalnej*, no. 3 (1980): 172.

alongside folk and domestic industry.³⁰ In that regulation, cottage work was precisely defined as:

professional and gainful employment of natural persons, performed in the worker's own dwelling or in another place where the working regime is not imposed by the principal, consisting in the production, processing or finishing of any type of goods, based on a contract concluded with the principal, on his order and at his expense – provided that the work is carried out independently or solely with the assistance of family members and cohabitants.³¹

Nevertheless, in practice, cottage industry in the interwar period encompassed such a wide variety of forms that it was often difficult to determine whether it should be classified as independent craftsmanship, folk industry, or domestic production.³²

Immediately after World War II, homework continued – at least at the regulatory level – to be recognized as a form of production alongside domestic industry, folk industry, and craftsmanship, and was excluded from the scope of industrial law. At that time, homework was defined as

gainful work performed by natural persons, on commission and at the expense of entities in the socialized economy (principals), consisting of: (1) the production of goods, items, or their parts from materials supplied by the principal; (2) the finishing, refining, repair, and maintenance of goods, items, or their parts, as well as the provision of other services.³³

The term “homework contract” (Polish: *umowa o pracę nakładczą*) first appeared by name in the Polish Labor Code (Polish: *Kodeks pracy*, hereinafter: KP),³⁴ which, despite numerous amendments, remains in force to this day. Only upon the Labor Code's entry into force (on January 1, 1975) did “the homework contract cease to be merely a social phenomenon and was recognized by the legislator as a legal category (...).”³⁵

The current legal regime governing the homework contract is laid down in Article 303 §1 KP, which states: “The Council of Ministers shall specify, by way of regulation, the scope of the application of labor law provisions to persons performing homework, with modifications resulting from the specific conditions of this form of work.” Based on this statutory delegation, the Council of Ministers issued the Regulation on the employment rights of persons performing homework.³⁶ This regulation specifically addresses,

³⁰ Regulation of the Minister of Industry and Trade of 27 November 1937, issued in consultation with the Minister of Social Welfare, on defining the essential characteristics of folk industry, domestic industry, and cottage work as gainful employment excluded from industrial law regulations, *Journal of Laws* 1937, No. 83, item 605.

³¹ More broadly, on the historical approach to homework regulation, cf. Teresa Wyka, “Zatrudnienie niepracownicze na podstawie umowy o pracę nakładczą,” in *System prawa pracy*, ed. Krzysztof Wojciech Baran, vol. 7, *Zatrudnienie niepracownicze* (Warszawa: Wolters Kluwer Polska, 2015), 191–93.

³² Wyka, “Społeczno-ekonomiczne przesłanki rozwoju nakładztwa w Polsce,” 169.

³³ Regulation of the Chairman of the Committee for Small-Scale Production of 14 May 1966 on defining the essential characteristics of homework as employment excluded from the scope of industrial law, *Journal of Laws* 1966, no. 18, item 117.

³⁴ Act on Labor Code of 26 June 1974 *Journal of Laws* 2025, item 277, as amended.

³⁵ Wyka, “Zatrudnienie niepracownicze na podstawie umowy o pracę nakładczą,” 192.

³⁶ Regulation on the employment rights of persons performing homework of 31 December 1975, *Journal of Laws* 1976, No. 3, item 19, as amended.

among other issues, the right to annual leave, remuneration, and the termination of the legal relationship.

Unfortunately, at the statutory level, the regulation concerning the homework contract remains extremely concise. Article 303 §1 KP does not define the scope of labor law provisions applicable to homework. Moreover, neither the KP nor the above-mentioned regulation clarify the semantic scope of the term “homework.” The literature emphasizes that this necessitates reference to doctrinal developments, case law, and the term’s colloquial understanding.³⁷ On that basis, M. Bosak essentially equates homework with the definition contained in Article 1(a) of ILO Convention No. 177, as mentioned above.³⁸

In addition to the homework regulations, the Polish legislator introduced provisions on remote work into the Labor Code (in Chapter IIc). These provisions entered into force on April 7, 2023, replacing the previous statutory provisions on telework³⁹ (incorporating the legal construction of telework) and the regulations on remote work introduced under the Anti-Crisis Act during the COVID-19 pandemic.⁴⁰ According to the current Article 67(18) of the Labor Code,

work may be performed entirely or partially at a location indicated by the employee and agreed upon with the employer on each occasion, including at the employee’s place of residence, in particular using means of direct remote communication (remote work).⁴¹

3. Legal Nature of the Homework Contract in Visegrad Group Countries (V4)

When considering the legal nature of the homework contract, and further developing the earlier discussion on its legal regime, the first issue to be resolved is whether the homework contract constitutes a basis for establishing an employment relationship.

Employment relationship characteristics in Czech labor law are described through the concept of dependent work (Czech: *Závislá práce*). Dependent work is work that is performed in the relationship of the superior of the employer and the subordination of the employee, on behalf of the employer, according to the instructions of the employer, for the employer, and the employee performs. Such work must be performed for a wage, salary or remuneration for work at the expense and responsibility of the employer, during

³⁷ Maria Bosak, “Komentarz do § 1 rozporządzenia z dnia 31 grudnia 1975 r. w sprawie uprawnień pracowniczych osób wykonujących pracę nakładczą,” in *Akty wykonawcze prawa pracy. Komentarz*, ed. Krzysztof Wojciech Baran (Warszawa: Wolters Kluwer, 2016), 876.

³⁸ Ibid.

³⁹ According to the repealed Article 67(5) §1 KP, “work may be performed regularly outside the employer’s establishment, using electronic communication means within the meaning of the provisions on the provision of services by electronic means (telework).”

⁴⁰ Act on special solutions related to the prevention, counteraction, and eradication of COVID-19, other infectious diseases and crisis situations caused by them of 2 March 2020, Journal of Laws 2024, item 340, as amended.

⁴¹ Cf. Leszek Mitrus, “Pojęcie i rodzaje pracy zdalnej w świetle nowelizacji kodeksu pracy z dnia 1 grudnia 2022 r.,” *Praca i Zabezpieczenie Społeczne*, no. 11 (2023): 40–48, <https://doi.org/10.33226/0032-6186.2023.11.5>; Ludwik Florek, “Prawne ramy pracy zdalnej,” *Z Problematyki Prawa Pracy i Polityki Socjalnej* 19, no. 2 (2021): 1–14, <https://doi.org/10.31261/zpppips.2021.19.06>.

working hours at the workplace of the employer, or at another agreed place (§ 2 (1) and (2) CZP). The current Czech labor code regulates homework and the various ways in which work can be carried out outside the employer's premises, with one general provision. Nonetheless, the basis of performing homework is an employment contract, which regulates the conditions of performing that specific type of work. Employment relation characteristics in Slovakian labor law are described through the concept of dependent work (Slovak: *Závislá práca*). Dependent work is "work performed in a relationship of superiority of the employer and subordination of the employee, personally by the employee for the employer, under the direction of the employer, on behalf of the employer" (§ 1 (2) SZP). In Slovak regulations, both homework and telework form the basis of the employment relationship, and the parties to the employment relationship shall conclude an agreement on homework or telework in the employment contract.

Characteristics of employment relationship in Hungarian labor law are the obligation of the employee's work as instructed by the employer and the obligation of the employer to provide work for the employee and to pay wages (Section 42(2)(a) and (b) Mt). In the Hungarian labor code, homework is regulated as an atypical employment relationship that should be concluded by an employment contract, which specifies the activity to be performed by the employee, the place of work, the method and amount of reimbursement. Previously, the Hungarian doctrine considered two different approaches to homeworking. It has been pointed out that homework has many characteristics of a project contract, and that it should be considered a result-based contract. On the other hand, the high economic dependence on a single employer brings the homework employment relationship closer to the classic employment relationship. Thus, a majority approach views the homework as a "mixed" legal relationship that has characteristics of both a project contract and an employment contract.⁴² T. Gyulavári argues that the homework, prior to its incorporation into the Labor Code, is a *sui generis* employment relationship, combining features of both civil contracts and employment contracts.⁴³ Nonetheless, the legislator has decided to include homework employment relationships under the Labor Code in the chapter on atypical employment relationships, in a partially amended version of the 1994 Decree (in the context of personal performance of work and lack of direct subordination to the employer).

Polish employment relationship is characterized as a relationship in which

an employee assumes the obligation to perform specific work for the employer and under the employer's direction at a place and time specified by the employer, and the employer assumes an obligation to employ the employee against payment of remuneration.

⁴² Cf. Katalin Dudás, "Önfoglalkoztató – kényszervállalkozó – munkavállaló. Menekülés a munkajog hatálya alól," in *Tanulmányok a munkajog jövőjéről*, eds. Réka Rácz and István Horváth (Budapest: Foglalkoztatáspolitikai és Munkaügyi Minisztérium, 2004), 168; György Kenderes, *A munkaszerződés hazai szabályozásának alapkérdései* (Miskolc: Novotni Kiadó, 2007), 155. In the doctrine the minority view attached the status of the homeworker as a specific form of employment relationship; György Kiss, *Munkajog* (Budapest: Osiris Kiadó, 2005), 120–21.

⁴³ Tamás Gyulavári, "A foglalkoztatási jogviszonyok új dimenziója," *Esély*, no. 1 (2011): 6–7.

Meanwhile, in Poland, it is the legislator's clear intention that the homework contract, although governed by a regulation issued under the Labor Code, does not constitute a basis for establishing an employment relationship (a person performing homework under such a contract is not considered an employee within the meaning of the Polish Labor Code).⁴⁴ According to the Polish Supreme Court, incorporating a range of employee rights into the homework contract under the 1975 Regulation does not negate its civil law character.⁴⁵ Additionally, the Supreme Court indirectly stated that the homework contract constitutes a distinct type of contract, alongside a contract for services and a project contract (Polish: *umowa o dzieło*). According to the Court, an essential element of the homework contract is the definition of a minimum monthly work requirement, thereby guaranteeing the worker a specific level of remuneration.⁴⁶ The episodic nature of the work, therefore, precludes classifying the agreement as a genuine homework relationship.⁴⁷ In a similar vein, the Supreme Court noted in another decision that the homework contract, like a project contract, is a result-based contract, which is the key distinguishing feature from an employment contract (the latter being a best-effort contract).⁴⁸

In contrast, Polish labor law scholarship demonstrates far greater uncertainty regarding the legal nature of the homework contract. Extremely divergent views are presented – depending on which features are emphasised, opposing conclusions are drawn.⁴⁹ It has been argued, for instance, that the homework contract should be classified as a type of contract for specific work. According to P. Prusinowski, it is clear that “this obligation exhibits features characteristic of both the contract for specific work (the duty to achieve a result) and the employment contract (continuity of service provision, and risk largely borne by the principal).”⁵⁰ At the same time, the author emphasizes that “one cannot ignore the fact that this contract also possesses autonomous features. The duty of personal performance of work is limited under it (...).”⁵¹ Other voices claim that it is not an independent contract type at all, but merely a specific subtype of various civil law service contracts.⁵² According to A. Świątkowski, in a homework contract – unlike in a project contract, where the essential element is the completion of a defined result for the client – the parties agree that the homeworker will receive a specified level of remuneration for

⁴⁴ The Council of Ministers has not made use of its ability to specify, by regulation, the scope of labor law provisions to persons regularly performing work on a basis other than an employment relationship or homework contract (Article 303 § 2 of the Labour Code). This provision and the closed list of legal bases for establishing an employment relationship clearly indicate that a homework contract is not among them.

⁴⁵ Judgment of the Supreme Court of 9 January 2008, Ref. No. III UK 76/07, LEX no. 465905. It should be noted that in Poland, alongside employment based on an employment relationship, several forms of “non-employment work” (i.e., outside the employment relationship and the labor law regime) are permitted, including “non-employment civil law contracts.”

⁴⁶ *Ibid.* See also: judgment of the Supreme Court of 8 October 2013, Ref. No. III UK 126/12, OSNP 2014, no. 9, item 135.

⁴⁷ Judgment of the Supreme Court of 22 October 2013, Ref. No. III UK 156/12, LEX no. 1463910.

⁴⁸ Judgment of the Supreme Court of 8 October 2013, Ref. No. III UK 126/12, OSNP 2014, no. 9, item 135.

⁴⁹ Piotr Prusinowski, “Komentarz do art. 303,” in *Kodeks Pracy. Komentarz*, vol. 2, Art. 94–304(5), ed. Krzysztof Wojciech Baran, 6th ed. (Warszawa: Wolters Kluwer Polska, 2022), 2275–81.

⁵⁰ *Ibid.*

⁵¹ *Ibid.*

⁵² Judgment of the Supreme Court of 9 January 2008, Ref. No. III UK 73/07, LEX nr 356045.

the work performed; therefore, such a contract should be classified as a contract for the provision of services (as a best-effort contract and not a contract of result).⁵³

The authors of this study are persuaded by a view that differs from that of the Supreme Court and parts of Polish labor law doctrine – namely, that the homework contract, due to its specifically shaped legal regime and structural resemblance to an employment relationship (in terms of how the work is performed), should be described as a labor law contract, even though it involves only a weakened form of subordination resembling, but not amounting to, that of an employment relationship – even assuming it is a result-based contract (which is by no means obvious).⁵⁴

That said, it remains the case that while in the Czech Republic, Slovakia and Hungary homework is, in various ways, incorporated into the employment relationship (either as a specific form of work organization or as an atypical form of employment), in Poland, regardless of the specific legal framework and debates about the legal nature of the homework contract, homework remains outside the employment relationship.

When considering a homework contract as the basis for establishing an employment relationship, it is crucial to take into account the defining features of an employment relationship, such as the employee's personal work performance, their subordination to the employer's instructions, the workplace and working hours, and the nature of the work (whether it is result-based or best-effort).

To Czech's remote work, as currently that legal concept is ascending after the homework and telework, applies the standard criteria of dependent work that require the employee to perform their work personally. Slovakian regulations on homework and telework consider only dependent work performed personally within the employment relationship. Outside the scope are agreements on work performance outside the employment relationship.⁵⁵ Currently, in Hungarian labor law, the homework employment relationship is limited to a specific type of homework that requires personal performance of work.⁵⁶ The Polish Regulation on the homework contract, despite the majority consent that, in the homework relationship (as in other civil law agreements), it is permitted to seek the help of third parties, does not expressly state whether the work should be carried out personally. However, in the authors' view, the Regulation includes provisions that could be used to argue that homework is personally performed work. For instance, a homework contract can be terminated without notice if there is a serious breach of obligations, faulty work performance, non-compliance with health and safety rules or if the agreed work has not been carried out for three months (§ 6 (1)). The personal nature

⁵³ Andrzej Marian Świątkowski, "Komentarz do art. 303," in *Kodeks Pracy. Komentarz*, 5th ed., eds. Andrzej Marian Świątkowski (Warszawa: C.H. Beck, 2016), 1567; affirmatively see: Artur Rycak, "Komentarz do art. 303," in *Kodeks Pracy. Komentarz*, 34th ed. (Warszawa: C.H. Beck, 2025), Legalis; contrary view – cf., Judgment of the Supreme Court of 1 July 2020, Ref. No. I UK 400/18, LEX no. 3054431.

⁵⁴ Mieczysław Piekarski and Adam Żabski, *Umowa o pracę nakładczą* (Warszawa: Instytut Wydawniczy Związków Zawodowych, 1986), 51–61; Prusinowski, "Komentarz do art. 303"; Michał Barański, "Nienazwane umowy o świadczenie pracy na gruncie prawa pracy," *Rejent*, no. 11 (2012): 9–29; Michał Barański, "Praca zdalna a umowy cywilnoprawne," in *Praca zdalna w polskim systemie prawa pracy*, ed. Małgorzata Mędrala (Warszawa: Wolters Kluwer, 2021).

⁵⁵ Barancová, "Nová právna úprava domácej práce a telepráce," 5–6.

⁵⁶ Gyulavári, "A foglalkoztatási jogviszonyok új dimenziója," 4.

of the contract is further supported by homeworkers' entitlement to annual paid holiday leave (§ 14) and to maternity leave for pregnant women (§ 18). Furthermore, an employer's right to terminate a contract with a homeworker who is a trade union board member is restricted and requires union consent, unless specific conditions apply (§ 5(3)). In terms of occupational health and safety, employers must reassign homeworkers who, based on a medical certificate, develop symptoms of an occupational disease to work free from the harmful factor (§ 24 (2)). Furthermore, if a homeworker is unable to perform their previous duties due to an accident at work or an occupational disease, the employer must provide them with other suitable work (§ 25). Conversely, homeworkers can terminate their contract without notice if their health is negatively affected by their work and the employer fails to provide suitable alternative work within a month (§ 8(1)).

Regarding subordination in Czech labor law, an employee performing remote work is in a relationship of superior-subordinate between the employer and the employee; work performed during working hours at the employer's workplace or at another agreed location. However, due to the nature of remote work, the place of work can be only another agreed location, which may differ from the employee's typical homework premises, which were the employee's home. Regarding the working time, Article 87a allows the employee to define their own working time. The two classical indicators of subordination (workplace and work time) in remote work are strictly limited, or absent altogether.

According to Slovak labor law, an employee who performs homework or telework is merely subordinated to the employer, primarily because the work is performed regularly outside the employer's premises. An employee could agree in the employment contract that his work is performed in whole or in part at a place designated by the employee, if the nature of the work permits. Additionally, because the employer's right to control is restricted by the performance of work outside his workplace, an employer and employee may also agree that the employee will independently schedule his work time or that the work will be performed flexibly. As H. Barancová points out,

when homeworking or teleworking in the form of self-scheduling by the employee, the employee is responsible for the result of the work and not for the way in which the working time is organized that leads to the result of the work.⁵⁷

This is further strengthened by the amendment to the Slovak Labor Code, which came into force on January 1, 2026⁵⁸ and changed the criteria for defining dependent work. Therefore, the criterion of performing work at a time determined by the employer has been removed.⁵⁹

Regarding employee subordination, Section 198(1) Mt., in its textual meaning, allows homework employment for work that can be performed independently by the employee. In most situations, if not agreed differently, the employee uses his one means

⁵⁷ Barancová, "Nová právna úprava domácej práce a telepráce," 12.

⁵⁸ 261/2025 Z. Z Act of 24 September 2025, amending certain acts in connection with the consolidation of public finances.

⁵⁹ Cf. Ivana Glazelová, "Tretí balík konsolidačných opatrení – prehľad zmien," *Dane a Účtovníctvo v Praxi* 12 (2025).

of production, and the necessary materials are provided by the employer. Moreover, the workplace is the employee's place of residence or another place determined by the parties. The employer has a limited right to control the employee's work performance, extending only to determining the techniques and methods of work. Thus, the scope of an employee's organizational subordination in a homework relationship is limited and attenuated compared to a classic employment relationship; nonetheless, it is not an obstacle to including the homework relationship within labor and employment law.⁶⁰

The Polish Regulation on the homework contract presents a limited personal subordination of the homeworker, but organizationally, the homeworker can be seen as economically dependent and subordinated to the employer. That is reflected in the fact that the employer is obliged to provide the homeworker with materials, as well as tools, machines and equipment necessary to perform the homework (§ 11 (1)). The employer is obliged to show concern for safe and hygienic working conditions, which involves, in particular, issuing instructions to remedy any identified deficiencies in this regard and monitoring their implementation (§ 21 (2)). In an employer's organization, if there are at least 20 homeworkers, work regulations for contract work must be established. Work regulation should specify the mutual obligations of the employer and the homeworker, in particular the rules and procedure for the allocation of work, payment and reimbursement methods, material and end-product logistics, etc. (§ 31 (2)).

When we discuss remuneration under Czech labor law, remote work, as dependent work, must be performed for a wage, salary, or remuneration under an agreement. Wages and salaries shall be paid according to the complexity, responsibility, and exertion of the work, as well as the difficulty of the working conditions. Additionally, it should be noted that the work performance and results achieved (§109(4) CZP). The remuneration from an agreement is a monetary payment provided for work performed based on an agreement to perform work or an agreement on work activity (§ 109(5) CZP).

In the Slovak regulation for homeworkers and teleworkers, as for the regular employee according to § 119(3) SZP, the employer shall agree in particular on the forms of remuneration for employees; the amount of the basic component of the salary and other components of benefits provided for work and the conditions of their provision. The basic component of the wage is the component provided according to time worked or performance achieved.

Homework in Hungarian labor law retained its characteristic features regarding the way of performance. Remuneration is calculated exclusively on performance-based wages. However, for employees whose wages are performance-based, a guaranteed wage of at least half the base wage is to be established. Moreover, if an employee's work does not meet the required quality standards due to their own fault, they typically do not receive remuneration or expense reimbursement. However, if the employer can still make use

⁶⁰ See also: Nóra Jakab, "Munkavégzők a munkavégzési viszonyok rendszerében," *Jogtudományi Közlöny*, no. 9 (2015): 427–28.

of the work, even if it is imperfect, the employee keeps the right to compensation, which is reduced proportionately.⁶¹

In favor of considering the homework contract in Polish context as a best-effort contract is the fact that Regulation on homework contract mandates the homeworker will receive a specified level of remuneration for the work output of at least 50% of the minimum wage, however if it's their primary and sole income source it should be set no less than the minimum wage (§ 3 (1)). Moreover, a homeworker is entitled to remuneration for the work performed; nonetheless, when justified by the type of work, it's possible to use another appropriate form of remuneration for this work, as specified in the contract or in the rules for remunerating homeworkers applicable at the given employer (§ 12).⁶² The employer may terminate the contract without notice due to the homeworker's fault in the event of a serious breach of his obligations under the contract, in particular, faulty carry out of the work assigned to him through his own fault (§ 6 (1)(1)). Furthermore, the liability regime for homeworkers in the event of damage resulting from the improper or non-performance of contractual obligations, or from damage to entrusted property, is designed in the same way as that for employees towards their employer (§ 30).

In the context of the legal nature of homework in V4 countries, it is worth noting the amendments to telework legislation in Hungary and Poland. Firstly, we discuss the Hungarian amendment passed in 2021. The changes to the definition of telework were dictated by a state of emergency declared as a consequence of COVID-19. The previous definition of telework highlighted the regularity of work performed away from the employer's premises, using computer equipment and with the obligation to send the results of this work electronically. Under Government Decree on the application of rules related to teleworking during the state of emergency⁶³ and the subsequent confirmation of the telework paradigm shift through the amendment of Mt., telework began to come closer in subject matter to homework. Under the current regulation, teleworking means that the employee works from a location other than the employer's premises for some or all of their working time. Both the criterion of regularity of teleworking⁶⁴ and the use of electronic devices and data transmission for teleworking were removed from the definition of teleworking. Thus, this leads us to the observation that, as the regulation currently

⁶¹ Anna Kozma, György Lőrincz, and Paul Lajos, *A Munka Törvénykönyvének magyarázata*, Második, aktualizált kiadás, ed. Zoltán Petrovics (Budapest: Orac Kiadó, 2023).

⁶² It is worth mentioning that §12 also regulates rules regarding the protection of homeworkers' remuneration, specifically referring to remuneration for work performed personally (or, in the event of illness, remuneration during periods of incapacity for work), as if they were employees.

⁶³ Government Decree 487/2020 (XI. 11.) on the application of rules relating to remote working during emergencies.

⁶⁴ Although it is noted that regularity – and consequently, the continuity of work – is embedded in the organizational subordination characteristic of telework (cf. Zoltán Bankó, "A távmunka és az úgynevezett 'home office' munkavégzés szabályozásának helyzete Magyarországon," in *Visegrád 17.0. A XVII. Magyar Munkajogi Konferencia Szerkesztett Előadásai*, eds. Lajos Pál and Zoltán Petrovics [Budapest: Wolters Kluwer, 2020], 76; an opposing view is presented, for instance, by T. Gábor Fodor and Kristóf Tóth, "Occam borotvája, avagy a 'home office' mint a munkajog unikornisa," *Munkajog*, no. 4 [2021]: 36).

stands, the differences originally defining both telework and homework are beginning to converge, if not to blur completely.⁶⁵

At the same time, the recent introduction into the Polish Labor Code of the entirely new legal construction of remote work (replacing telework), as discussed earlier in this study, has further intensified the fundamental uncertainties regarding homework in Poland. While telework, as a flexible form of work organization, was defined as work regularly performed outside the employer's establishment using only electronic communication tools, remote work not only absorbed the legal structure of telework but also extends to include the performance of material production or service tasks. It should be noted, however, that even during the period in which telework was regulated, it was emphasised that it shared "certain essential similarities with homework arrangements, in which work is regularly performed outside the workplace."⁶⁶ In the legal literature, it is noted that the introduction of remote work into the Polish legal system has, in specific factual circumstances, led to significant difficulties in distinguishing remote work from homework.⁶⁷ For both legal constructs, the key issue is whether the physical tasks in question can, in fact, be performed – above all – in a home-based environment. Yet in individual cases, it is often difficult to verify that remote work is genuinely performed under subordination and personally, and thus within the employment relationship.⁶⁸ One might even speculate that, in introducing the provisions on remote work (as a specific form of work organization within the employment relationship), the Polish legislator may have overlooked the need to repeal or amend the existing homework regulation. Ultimately, aside from the practical challenges, when comparing remote work (performed within the employment relationship) with homework (which exists outside of it), it becomes clear that it is up to the parties themselves to choose the basis of employment – guided more by the manner in which the work is performed than by its subject matter.⁶⁹

4. Conclusion

To summarize the above, the Czech Republic, Slovak Republic and Hungary have not only incorporated homework into the labor law framework initially through Regulations and later in the Labor Codes, but also included homeworking into the employment relationship, qualifying it as a separate way of organizing subordinate work performed outside the workplace. In Poland, despite uncertainties about the very nature of the legal relationship (civil law contract or labor law contract that are not the basis of the employment relationship), homework has developed strong links with labor law through the regulation

⁶⁵ Zoltán Bankó, "Section 198."

⁶⁶ Walerian Sanetra, "Komentarz do art. 303," in Józef Iwulski and Walerian Sanetra, *Kodeks pracy. Komentarz*, 3rd ed. (Warsaw: LexisNexis, 2013), LEX/el.

⁶⁷ Barański, "Praca zdalna a umowy cywilnoprawne," 234; see also: Michał Barański, "Praca zdalna w czasach COVID-19," in *Moda i design w świecie COVID-19*, vol. 7, eds. Marlena Jankowska and Mirosław Pawelczyk (Katowice: Instytut Prawa Gospodarczego Sp. z o.o., 2020), 467.

⁶⁸ Ibid.

⁶⁹ Judgment of the Supreme Court of 13 April 2000, I PKN 594/99, OSNP 2001, no. 21, item 637; see also: Barański, "Praca zdalna a umowy cywilnoprawne," 236.

of Article 303 KP, which delegates to the Council of Ministers the obligation to determine the conditions for performing homework.⁷⁰

Homeworking in the Czech Republic, Slovakia, and Hungary is regulated in a way that identifies the typical characteristics of the employment relationship, while preserving the distinctive features of this type of work. The most profound integration of contract work into the employment relationship can be observed in the Czech Republic, where remote work is regulated under § 317 CZP (Czech: *práce na dálku*). At the time of the adoption of the new Labour Code in 2006, newly regulated telework (albeit without the characteristics contained in the framework agreement on telework) absorbed homeworking and modernized work performed outside the employer's premises.

Both Slovakia and Hungary have retained the concept of teleworking in their labor codes, but with some distinctions. Slovakia has adopted a solution that regulates homeworking and teleworking in a single provision, which differentiates between two distinct forms of work performance (with or without electronic devices and an obligation to regularly send work results), but, in practice, grants both home workers and teleworkers the same rights and obligations. Hungary, at the same time, separates telework from homework in a chapter that regulates "atypical employment relationships." However, telework currently, without classical obligations of telework (using an electronic device and the obligation to regularly send results of work) raises the question about the sense of separation of the two institutions. The legislator should consider regulating remote work to cover both telework and homework, especially with protective measures for former homeworkers.

Poland, as an exception in V4, has not included homework in the employment relationship. At the same time, it regulated telework in accordance with the framework agreement on telework and, recently, introduced the regulation of remote work into the Polish legal order, which constructively absorbed telework. Even though the parties concerned are the ones who choose the basis of employment, guided in this respect by the directive of the manner in which the activities are performed rather than their object, at a practical level, due to the limited possibilities of verifying the actual manner in which the work is performed, such regulatory dualism represents a legislative flaw in the legislative act.

The cited regulations indicate that contractual work in the Czech Republic and Slovakia is of a best-efforts character. However, for clarity, the Hungarian regulation of homework provides a particular exception. For instance, provisions regarding remuneration, which is a performance-based wage expressly included in the employment contract and that shifts the burden of liability when we talk about the results of the work.⁷¹ Nonetheless, as we previously mentioned, the peculiarities of the homework relationship were incorporated by the lawmakers into the employment relationship and the Hungarian labor code, as the subordination of the worker and economic dependence predominated over

⁷⁰ This is particularly evident when considering the standards of the aforementioned ILO Home Work Convention.

⁷¹ However, when we consider Polish regulation regarding the employee's liability for damage (Article 82 KP), it shows many similarities with the Hungarian regulation regarding homework.

the classically understood employment relationship. In Poland, the legal nature of the homework contract in this respect remains highly ambiguous. The prevailing view is that the homework contract constitutes a result-based contract (as opposed to the employment contract, which is considered a best-effort contract). Contrary to the position of the Polish Supreme Court and some representatives of labor law doctrine, the authors of this study believe that arguments can be made in favor of classifying the homework contract as a best-effort contract (in line with A. Świątkowski). The presented analysis of the regulation on homework contracts confirmed not only that the homework contract has features of a best-effort contract, but also that the work shall be performed personally. The authors take the view that, in the case of homework regulation, the regime of that relationship and its protective provisions shaped the nature of the homework relationship differently from how it is commonly presented in academia. Homeworke's personal and economic dependence, with explicitly regulated personal protective provisions regarding the leaves, occupational health and safety or liability for contractual damage, explains the specific placement of homework regulations within the Polish Labor Code. That structural similarities with the employment contract only strengthen the argument that the homework contract should be regarded as a labor law contract – albeit one that does not establish an employment relationship.

The authors' research into homeworking regulations and their historical evolution in V4 countries suggests that homeworking is a step towards more flexibly reshaping traditional employment relationships, particularly regarding the place of work and work organization processes. This is evident in the Czech Republic and Slovakia, and, following the amendment to the definition of teleworking, in Hungary as well. The current Polish regulations – marked by an inexplicable dualism consisting of the coexistence, within the labor law system, of provisions on remote work (within the employment relationship) and homework (outside the employment relationship) – give rise to virtually irresolvable practical problems and require immediate legislative intervention. Following L. Mitrus, it should be noted that a new perspective on the concept of the employment relationship is needed, and it would be desirable to amend, among other things, the Polish definition of the employment relationship to reflect the nature of long-distance work.⁷² Assuming the definition of the employment relationship in Poland is expanded, while still maintaining the absolute requirement of personal performance of work within that legal relationship, the provisions concerning homework should be largely replaced by the statutory regulation of remote work. Only work corresponding to the current model of homework, performed with the help of other persons, could continue to fall outside the scope of employment – possibly with the appropriate application of selected labor law provisions.⁷³ In Poland,

remote work constitutes yet another example of the normative convergence of employment and non-employment constructions that enable the performance of work outside the employment

⁷² Leszek Mitrus, "Praca zdalna *de lege lata* i *de lege ferenda* – zmiana miejsca wykonywania pracy czy nowa koncepcja stosunku pracy? Część 2," *Praca i Zabezpieczenie Społeczne* 11 (2020): 3–10, <https://doi.org/10.33226/0032-6186.2020.11.1>.

⁷³ Barański, "Praca zdalna a umowy cywilnoprawne," 237–38.

relationship. Considering that civil-law employment in its current scope is undesirable, the statutory regulation of remote work could significantly reduce its prevalence.⁷⁴

The reduction of disparities in the attractiveness of civil-law employment should be achieved, among other things, by increasing labor law's flexibility.⁷⁵

[Since] the relationships between the parties to the employment relationship are evolving towards organizational subordination, in which the strictly hierarchical model of work performance is losing significance, the shape of labor law must be adjusted to the current needs of the labor market.⁷⁶

The analysis, particularly from the perspective of Polish labor law, demonstrates the continued relevance of homework and its relationship with remote/teleworking. Despite the previously mentioned minor significance of homework, maintaining a legal dualism for homework and remote work does not promote regulatory certainty. Examples from V4 countries clearly highlight issues with Polish regulations and could encourage a responsible approach to addressing this matter. To achieve the aims of labor law, which are to regulate subordinated employment relationships and ensure human rights in employment, the legislator should take legal action to address the current situation.

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⁷⁴ Barański, "Praca zdalna a umowy cywilnoprawne," 238.

⁷⁵ Izabela Florczak, "Granice rozszerzania instytucji prawa pracy na zatrudnienie cywilnoprawne," *Folia Iuridica Universitatis Wratislaviensis* 4, no. 1 (2015): 249.

⁷⁶ Barański, "Praca zdalna a umowy cywilnoprawne," 238.

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