Europejski Przegląd Prawa i Stosunków Międzynarodowych
Europejska Wyższa Szkoła Prawa i Administracji w Warszawie
nr 4/2025/76

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Hybrid Remote Work: Social and Legal Aspects. Part 2***

[Praca zdalna hybrydowa: kontekst społeczny i prawny. Cz. 2]

Abstract
The article discusses the concept of hybrid remote work, which was introduced into the Polish legal system by an amendment to the Labour Code (effective from 7 April 2023), adding Chapter IIc on remote work. The aim is to analyze the new legal institution and assess its shape in the context of social changes, the reconciliation of professional roles and work-life balance, the consequences of its implementation for international mobility, including the situation of Ukrainians on the labour market, the position of privileged persons in terms of a binding request to the employer, the importance of remote work for the labour market and employment, as well as for the possibility of maintaining continuity of work by Ukrainians, who are sometimes forced into *ad hoc* mobility due to the difficult political situation.

Keywords: remote work, labour market, employment, privileged persons, work-life balance, binding employee request, Ukrainians on the labour market.

[...]

Admissibility of Refusing a Remote Work Request

As a general rule, the employer can always refuse to accept any type of remote work request – whether complete, hybrid, or occasional.

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*** The first part of the article was published in the previous issue of ERL&IR (3/2025/75) [*ed.*] / Część pierwszą artykułu zamieszczono w poprzednim numerze EPPiSM (3/2025/75) [*red.*].

The exception to this rule is the employee's right to perform remote work under Article 67[19] § 6 and 7. In such a case, the employee's request is binding on the employer and they cannot refuse to accept it unless one of the two premises indicated in the provision occurs – remote work is not possible due to its type or organization.

A. Sobczyk, commenting on Article 67[19] in the context of grounds for rejecting a binding remote work request, unequivocally states that "The employer may refuse to accept the request when work 'is not possible' due to work organization or the type of work performed by the employee (as discussed earlier). This impossibility is something more than an impediment, which is associated with every case of remote work."[1] This commentary clearly indicates that both employee and employer must accept the possibility of occasional communication difficulties during remote work, which however cannot be a reason for rejecting a binding request. The employer should therefore show understanding for situations such as returning calls after coming back to the desk or delays in reading and responding to email messages. Delayed employee response may have various justified reasons, such as ending work and being offline, needing time to think about a response, taking a break provided for in the Labour Code, or returning to a previously started task instead of immediately checking minimized email. These circumstances cannot constitute grounds for rejecting the employee's binding request. The legislator's intention seems to be the opposite – through the recent introduction of remote work into the Polish legal system as a more flexible form than the previous telework, they aimed to facilitate the reconciliation of professional and family obligations, being aware that this might sometimes cause short-term communication difficulties.

Permission for remote work is not a mechanism for employee control nor an element of the system of penalties and rewards for good behaviour. Such purposes are served by control mechanisms and the system of penalties and rewards implemented in the workplace, and in the case of an employee performing remote work under Article 67[19] § 6 and 7, the employer's lack of consent for remote work in the absence of one of the two premises indicated in the provision by the employer – is not possible.

If the employer has concerns regarding the frequency of contact with a remote employee, the quality of their work, its effectiveness, compliance with health and safety rules or information security, or doubts whether the employee is actually performing their duties outside the company premises, labour law provisions provide appropriate control tools to verify these doubts. Article 67[28] grants the employer the right to control the remote employee in terms of health and safety and compliance with security and information protection rules, including personal data protection procedures, in accordance with the principles

[1] A. Sobczyk [in:] A. Sobczyk (ed.) Labour Code. Commentary, C.H. Beck 2023, Legalis [accessed: 27.12.2024].

specified in the order, agreement, or regulations referred to in the previously mentioned provisions of the Labour Code.[2] The control must be carried out in agreement with the employee,[3] at the place of remote work and during their working hours, while the manner of its implementation should be adapted to the location and nature of remote work, and the control activities themselves cannot violate the privacy of the employee and other persons or interfere with normal use of residential premises. In a situation where during the control the employer detects irregularities in compliance with health and safety rules specified in the provided information or in terms of security and information protection, including personal data protection procedures, they may require the employee to remove these deficiencies within a specified deadline or withdraw consent for remote work,[4] resulting in the employee's return to their previous workplace within the deadline specified by the employer.

Also, if the employer has doubts about the employee's skills – they can direct the employee to training (including online), aimed at improving skills in the area noticed by the employer.

Failure to Meet the Statutory Deadline for Refusal

According to Article 67^{19} § 6 of the Labour Code, the employer must inform the employee about the reason for refusing the request in paper or electronic form within 7 working days of its submission. It is worth emphasizing that when introducing remote work regulations to the Labour Code, the legislator added a specific 7-day deadline for issuing a refusal, which is intended to mobilize the employer to react quickly. In previous telework regulations, the employer was obligated to provide the employee with the reason for potential refusal, but without a specified deadline, which indicates the legislator's intention for the employer to make decisions quickly and not prolong the employee's state of uncertainty.

Rejection of a binding request after the designated 7-day deadline constitutes a response made without maintaining the form provided for refusing requests submitted under Article 67^{19} § 6 of the Labour Code, which is a violation of labour law by the employer. In doctrine, it is accepted that the lack of refusal within the statutory 7-day period, meaning the employer's silence until the designated deadline expires, is equivalent to accepting the employee's request, provided it was sufficiently precise.[5]

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2 Article 67^{28} § 1 in connection with Article 67^{19} § 5, Article 67^{20} of the Labour Code.
3 *Ibid*.
4 Article 67^{28} § 3 of the Labour Code.
5 A. Sobczyk (ed.) Labour Code. Commentary, C.H. Beck 2023, Legalis [accessed: 27.12.2024].

This interpretation is also supported by the purposive interpretation of the new provisions – since the legislator imposed a deadline on the employer only in case of request rejection (without specifying a deadline for its acceptance), exceeding this deadline causes the refusal to be ineffective and means the employer's tacit consent. The employer's negligence in exceeding the deadline for rejecting the request cannot work to the employee's disadvantage and prolong the state of legal uncertainty, and the principle of equity is to prevent a situation where the employer would benefit from their own negligence (exceeding the deadline), while the employee would bear the negative consequences of their untimely action. The employer's obligation to meet the statutory deadline for rejecting the request should also be interpreted in the context of the principle of tacit consent (*qui tacet, consentire videtur*) to the binding request submitted by the employee.

Due to the well-understood interest of the employer, when submitting a request, the employee should be guided by principles of good cooperation and not suddenly place the employer before the necessity of consenting to remote work from day to day, as this may cause temporary organizational difficulties. Although the legislator does not specify a concrete deadline (e.g., minimum period from request submission to its implementation), the doctrine indicates the need for such an approach. For example, E. Suknarowska-Drzewiecka states: "The employee, due to the duty of care for the workplace's welfare, should not demand the introduction of remote work from day to day. *De lege ferenda*, a good solution seems to be a period not shorter than 21 days before starting telework. Such a deadline was adopted, among others, regarding the request to combine parental leave with work (Article 1821e § 2 LC)."[6] The authors share this position, as the lack of such regulation may lead to unnecessary conflicts between employee and employer.

Consequences of Missing the Deadline

In legal doctrine, deadlines are subject to various classifications, with the basic division distinguishing material law deadlines (including prescription or adverse possession, which cannot be modified or restored) and procedural law deadlines (including statutory, instructional, and court deadlines), where the nature of the deadline is determined by the legal effects of its expiry – if it leads to the creation, modification, or expiration of a subjective right, it is considered a material deadline, while when it relates to the possibility of performing actions in proceedings, it has a procedural character, which is

[6] E. Suknarowska-Drzewiecka [in:] K. Walczak (ed.), Kodeks pracy. Komentarz [Labour Code: Commentary], Warszawa 2023, Legalis [accessed: 27.12.2024].

particularly significant in the context of analyzing deadlines occurring in labour law, where alongside statutory deadlines (resulting from code provisions and specific acts, not subject to modification) and court deadlines (established during proceedings by the court or chairperson), civil process doctrine in classical approach additionally distinguishes contractual and instructional deadlines, and from another perspective – dilatory deadlines (subject to restoration) and preclusive deadlines (where exceeding results in definitive loss of ability to perform actions, without the possibility of requesting deadline restoration).

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The deadline for conveying refusal to the employee for their binding request is a statutory deadline of material law and differs from a procedural deadline in the following key aspects: (1) it directly concerns the essence of subjective right (its creation, modification, or expiration), (2) the effect of its expiry is automatic loss of substantive law entitlement, (3) it is not subject to restoration or extension, even by court, (4) its expiry is considered by court *ex officio*.

In the area of labour law, one can indicate characteristic examples of statutory deadlines which, due to their nature, have significant importance for shaping employment relationships. A particular illustration is the regulation contained in Article 109 § 1 of the Labour Code, specifying the deadline within which an employer can apply disciplinary punishment to an employee – its expiry results in definitive expiration of the employer's right to punish the employee for a specific violation of order. As indicated in the doctrine,[7] these deadlines are final and not subject to restoration.

An analogous legal construction was applied in Article 112 of the Labour Code regarding the deadline for an employee to file an objection against imposed disciplinary punishment, where its exceedance, as emphasized by M. Gładoch,[8] releases the employer from the obligation to consider the objection, regardless of circumstances that prevented the employee from filing an appeal, including even employee illness, and the impossibility of restoring this deadline results directly from the lack of appropriate regulation in the Labour Code. Following this line of reasoning, it should be assumed that by introducing into the new provisions an obligation for the employer to observe the statutory 7-day deadline for refusing to accept the employee's binding

[7] K. Nałęcz [in:] W. Muszalski, K. Walczak (eds), Kodeks pracy. Komentarz [Labour Code. Commentary], Warszawa 2024.

[8] M. Gładoch [in:] A. Sobczyk (ed.), Kodeks pracy. Komentarz [Labour Code. Commentary], Warszawa 2023.

request, the legislator wanted to regulate and clarify situations that could previously cause various types of problems, i.e., the lack of a deadline for the employer's refusal to such a request (during the period when telework provisions were in force, the legislator did not set any statutory deadline for refusing to accept an employee's request). In light of the legislator's initiative to set a specific deadline for the employer and in light of the substantive law nature of the 7-day deadline for refusal, as well as in light of the above analysis of literature in this area – it should be assumed that the employer's exceeding of the 7-day deadline for refusing to accept a request binding on the employer results in ineffectiveness of the employer's refusal.

Remote Work: Socio-Economic Conditions

Specialists indicate[9] that the growing popularity of performing duties remotely and the lack of necessity for physical presence in the office may lead to significant changes in social structure, resulting in population outflow from overcrowded metropolises. The possibility of performing work remotely means that employment, for example, in the Warsaw market no longer requires residing in the capital or its vicinity. From the perspective of companies that use remote work, the possibility of performing duties remotely eliminates territorial limitations in searching for qualified specialists, and in the longer term may reduce costs associated with maintaining office space.

As long as organizational solutions don't stand in the way, there is also the possibility of providing remote work on an international scale, although of course one cannot forget that such possibilities appeared earlier as well, but to a limited extent. The changes in the Labour Code from 2023 determine changes in the legal situation of employees in many dimensions, and EU freedoms that we are subject to as citizens of an EU member state (freedom to provide work, freedom to provide services) give the phenomenon an even broader dimension. Previously, while someone could provide work abroad being an employee employed under Polish law, currently employees can take up work with foreign employers while formally remaining residents of Poland and having their center of life here (place of residence, family, property/real estate). In such a situation, problems may arise in case of a dispute between the employee and employer on the grounds of labour law and social insurance. It

[9] See: S. Wyrwich-Płotka, *Praca zdalna jako element koncepcji inteligentnego miasta* [Teleworking (*sic!*) as an Element of the Smart City Concept], „Studia Miejskie" ['Urban Studies'] 2020, 39, G. Rosalsky, Why Your Bad Boss Will Probably Lose the Remote-Work Wars, 2022, Sept. 20, NPR.ORG, https://www.npr.org/sections/money/2022/09/20/1123560338/bad-boss-lose-remote-work-warsv [accessed: 15.01.2025], M. Jarząbek, Praca zdalna i hybrydowa w IT. Jak pracujemy w 2022 roku? – raport [Remote and Hybrid Work in IT. How We Work in 2022? – Research Report], Gdynia 2022.

may also be that a foreigner having their center of life in their country of origin is employed by a Polish employer under Polish law but will provide work from their country of origin. In such a situation, private international law provisions should operate efficiently, regulating which country's legal system (domestic or foreign) is appropriate for making legal assessment of a specific situation and choosing the legal system according to which potential disputes will be resolved, for example in the field of civil, family, or labour law, which may complicate the situation of an employee providing work for a foreign entity under the law of a foreign state.

The increase in remote work usage in the above scope will also result in intensified use of social security systems coordination in all aspects of using social benefits in the country of work performance (but also in the country of residence/life center) under EU law, with the necessity to indicate the appropriate legal order in specific cases (employment, civil, and others). The broad spectrum of social and legal consequences resulting from the introduction of new forms of work performance to the Polish Labour Code in 2023 will likely only become clear over time, as the international dimension of remote work will also require adjustment of tax and insurance regulations, which currently do not correspond to emerging needs. Just for example: What to do in a situation where an employee would work remotely under an employment contract subject to Polish labour law provisions in the context of occupational medicine or health and safety obligations? In such cases, regulations concerning these issues would apply to them to the same extent as employees working in Poland. In the context of hybrid remote work, legal doctrine makes the place of paying contributions and taxes dependent on the proportion of working time performed in Poland and abroad in a given calendar year. It is assumed that if the dominant place of work performance is the territory of Poland, both insurance contributions and PIT tax should be transferred to Polish institutions. In the opposite situation, when work performed outside the country prevails, the obligation to pay contributions and taxes rests with appropriate foreign institutions. Here's a rephrased version of your text in English, keeping the meaning intact but restructuring the sentences:

In principle, every EU citizen falls under the legislation of the country in which they are employed. Nevertheless, workers from other Member States may carry out their jobs in Poland without switching their social insurance system, provided they hold an A1 certificate. The difficulty, however, is that not all states agree to issue this certificate when it comes to remote work. If the A1 form is not granted, there is a possibility that the Polish Social Insurance Institution will require the payment of contributions for work carried out in Poland.

In situations like this, the employer must be registered as a contribution payer with the Polish Social Insurance Institution and also obtain a tax iden-

tification number. Furthermore, the employer is obliged to report the remote worker within 7 days of the start of their employment in Poland. The employee, on the other hand, may represent the payer in certain matters, such as making contribution payments.

If the employer comes from outside the EU, it should be checked whether Poland has concluded a bilateral agreement with that country regulating the rules concerning social.[10] An analogous principle applies to payments for employee pension programs (PPE) and employee capital plans (PPK) – the obligation to pay them exists only with dominant work in Polish territory (when insurance contributions go to Polish authorities), while it ceases with prevalent foreign work (when insurance contributions are paid to foreign institutions).[11]

The necessity to refer to public international law norms and private international law indicating the legal system appropriate for legal determinations and resolutions becomes even more complicated considering that public and private law provisions are also not perfect, and constitute an additional level that needs to be reached to know what procedures to ultimately apply in a given case of a specific person under a specific legal order in a given matter.

From a social perspective – changes in regulations regarding the use of remote work – may in specific cases lead to situations where social life (or resolutions and decisions related to civil matters, e.g., divorces, child custody, property matters, inheritance, but also employment matters) can and will become more complicated.

Beyond the perspective of the employee-individual, the implementation of remote work by company employees can also carry a series of surprising, sometimes unfavorable, implications for employers. Lack of direct supervision over the employee, lack of direct control capability, or independent work organization by the employee performing remote work – will not proceed without complications in every case. Additionally – the prospect of periodic communication difficulties resulting from technical problems that can and have the right to occur during work performance – sometimes also causes uncertainty and concern among employers, especially if a task/service must be completed by a specific deadline.[12] In such cases, employer frustration may increase in situations where exceeding the task completion deadline for a client may generate specific legal or financial consequences. However, as indicated in the literature – the nature of remote work inherently includes both independent organization of the workday by the employee performing tasks remotely, as well as certain minor communication difficulties that should always be taken into account.

[10] Cross-Border remote Work FAQs Poland, 05.04.2023, https://leglobal.law/countries/poland/poland-remote-work-faq/ [accessed: 13.01.2025].

[11] *Ibid*.

[12] See also: J. Moczydłowska, Nowe trendy na rynku pracy – praca w systemie home office w percepcji polskich menedżerów [New Trends on the Labor Market: Work in the *home office* system as perceived by Polish managers], „Marketing i Rynek" ['Journal of Marketing and Market Studies'] 2021, XXVIII, 4, *passim*.

Currently, work performed remotely does not mean the necessity of ongoing communication with the employer, as previously stipulated by telework regulations. Both parties to the employment relationship must always keep in mind that it is most often performed based on technical equipment (computers, tablets, phones, internet connections, transmitters), and therefore one should expect that periodic communication difficulties may occur. However, this does not disqualify the performance of remote work.

Another important context of intensively transforming employees' office work into remote work is the socio-economic environment of the entrepreneur who transforms their employees' stationary employment into remote employment. The transformation of stationary work into remote work may result in a temporary increase in labour costs for the employer. Usually, the key factors are long-term financial burdens associated with running a business, such as rented halls, warehouses, delivery contracts, and other long-term decisions with economic consequences. For office workers, these will be obligations related to office space rental, employee parking, or other infrastructural commitments. When consenting to remote work, the employer is obligated to provide the employee with the means to perform it in the form of equipment and reimburse incurred costs (lump sum). At the same time, they still bear the costs of physically maintaining the office and office equipment. Long-term rental contracts, often without the possibility of flexible changes, meant that isolation during the 2020 pandemic and the mass transition of employees to remote work was a real surprise for companies. Business and legislation were not prepared for such a situation. Currently, some employers have reorganized their office contracts or changed locations, but not everyone has such possibilities. Building maintenance costs, room heating – sometimes remain at a constant level or even increase. Not all employees in a given industry can simultaneously transform into remote workers, so there are cases where costs for employers may increase instead of decrease, which is why the Confederation of Polish Employers Lewiatan, in reviewing the amendment bill, rightly raised that it's worth considering establishing a lump sum amount for reimbursing costs incurred by employees in connection with performing remote work. It was proposed that employers could establish the lump sum amount paid to employees at a certain general level for specific administrative groups and not settle with employees individually. It was argued that the necessity to establish a lump sum for each employee separately would lead to disproportionately high administrative costs of remote work,[13] which would discourage employers from granting consent to employees.

Additionally, the business environment around employers' offices may suffer from moving workers and their work to the cloud. Office catering, local

[13] Confederation of Polish Employers Lewiatan, Opinion on the government draft act amending the act – Labour Code and certain other acts (printed matter 2335) dated 21.06.2022 (ref. KL/237/116/RL/2022).

restaurateurs, small shops – entities that derived profits from office workers making purchases from them on their way to work or during work hours, and other entities from the business-market environment of offices and institutions that direct workers to remote work – are closing their businesses or limiting their sales assortment due to a permanent decrease in consumer demand and noticeable decline in profits.

Remote work, even forced by the COVID-19 pandemic, would not be possible without technological development, whose tools transform our living space into a smart space, of which using telecommunications tools and forms enabling remote implementation is just one element. IT solutions currently support city functioning on many security levels: remote handling of official matters, biometric access control, medical visits in the form of telehealth, monitoring of human clusters and infections, or development of videoconferencing tools enabling effective remote communication. Remote work seems to be a logical complement to the smart city idea, which fits very well with the intelligent city concept. Therefore, it should be noted that while the introduction of remote work regulations into the Polish legal system was the result of the need for urgent reaction to the pandemic, the intensive maintenance of this form of work will be a natural consequence of the development of smart homes, smart cities, smart work, or more broadly – smart.

As a result – remote work gains recognition from employees who use it, however, it also has opponents – even, it would seem – among progressive businessmen developing activities in the IT industry and operating in the IT environment.

Sam Altman[14] stated that complete remote work is a failed experiment conducted during the pandemic. In one of his tweets, he wrote: "Some remote, but mostly in person in most tech companies who rushed to full remote permanently made a big mistake, and the cracks are starting to show (works for some!) hard work is even less fashionable than in person work, but I still really believe in that too!"[15]

A. Michno[16] quotes Larry Fink's (CEO BlackRock) assertion that [remote work – author's note] is so harmful to employee productivity that only forcing them to work from the office will cause it to increase, while controversial billionaire Sam Zell described it as "nonsense."[17]

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[14] American entrepreneur, investor, and programmer. Co-founder of Loop and CEO of Open AI. From 2014–2019, he served as president of Y Combinator and was CEO of Reddit for several days.

[15] https://x.com/sama/status/1617629569628123136?mx=2.

[16] Recently deceased American billionaire, businessman, and philanthropist mainly dealing with real estate investments. Companies founded or controlled by Zell included Equity Residential, Equity International, EQ Office, Covanta, Tribune Media, and Anixter.

[17] A. Michno, Praca zdalna vs. praca hybrydowa. Co stoi za powrotami do biur? [Remote Work vs. Hybrid Work. What's Behind the Returns to Offices?], https://nofluffjobs.com/insights/praca-zdalna-vs-praca-hybrydowa-powroty-z-home-office/ [accessed: 05.01.2025].

However, on the other hand – performing duties remotely can also generate significant conveniences and a range of benefits, both for the employer and employee. It also leads to employment flexibility, changing the way we perceive and define work.

In this context, it's also worth emphasizing that under labour law itself, numerous aspects of this form of employment have not yet been legally regulated, although problems associated with them are beginning to become visible. Even just on the grounds of labour law, challenges emerge related to monitoring working time and employee supervision. This problem has a dual nature. First, it concerns the possibility of effectively verifying the use of working time by employees. Second, it relates to ensuring employees protection against exceeding working time norms and the blurring of boundaries between professional and private life. Regarding remote work and doubts that emerge on the grounds of legal solutions resulting from its introduction and application, it should be emphasized that when constructing remote work provisions, previous telework regulations were used, which were consumed by the new provisions, however, because telework was not previously a commonly used form, many actual/practical problems that could have been noticed earlier and considered in work on the shape of new provisions enacted at the end of 2022 were not observed. The outbreak of the pandemic and the previously unpredicted phenomenon of social isolation on a very broad scale led ultimately to an urgent and spontaneous reorganization of thinking about work performance.

Remote Work in Alternation?

Hybrid remote work is sometimes implemented in the form of a regular schedule and then sometimes referred to as alternating. According to regulations, remote work performance depends on the employer's decision (except for the procedure from Article 67^{19}), and its implementation schedule is established with the employee(s). The very definition of remote work directly indicates that it can be work performed permanently or partially/hybrid and then alternately, with work at the employer's premises or another place where work is organized by them. Alternation can occur over the course of a week but also longer time periods. It would be fully possible to perform it, for example, for several weeks remotely and then for several weeks in the office.

The employer can establish rules for alternating remote work in agreement with trade unions or in regulations, however, it is difficult to determine rigid proportions of such work in advance (unless one universal solution is adopted for all employees covered by the same working time system). Detailed sched-

ules specifying not only the dimension of remote and office work but also specific days or periods of their performance should be established individually. It is also possible to write in the agreement or regulations that the employer will decide on the distribution of remote and office work (possibly considering employee proposals) based on organizational needs and work demand. If not otherwise established in internal workplace regulations, the hybrid remote work schedule can also be established individually with the employee according to individual needs of the employer and employee. Hybrid remote work terms can also be established *ad hoc* – in each month or week, if such formula is beneficial for both the employee and employer. Statutory-level regulations leave these issues of time organization to internal workplace regulations or individual arrangements between employer and employee.

Worth addressing finally is the matter of combining remote work with office work on the same day. Although national-level regulations do not prohibit combining remote and office work on the same day, such a solution usually complicates working time accounting. Performing work in both modes in one day is permissible, however, it affects the actual effective working time. The commute time between work performance locations will be included in working time and fall within regulatory working hours. As a result, it is impossible to set a sharp boundary between office and remote work (e.g., office work until 13:00, and remote work from 13:00), because the employee physically cannot start remote work exactly at the designated time, and additionally, the time spent on commuting – which can be significant – must be included in working time, which translates into fewer hours of actual work during the day.

Conclusions

Solutions regarding remote work provision in their current form have been functioning in the Polish legal order for a relatively short time, however, already at the legislative process stage, controversies could be observed regarding establishing the scope of employee and employer responsibilities, the possibility of refusing consent for remote work, or the possibility of recalling an employee from remote work. Issues related to working time and the possibility of combining remote work with office work in one day, tax law provisions, social insurance provisions, matters related to health and safety responsibility and remote workstation equipment, workplace accidents and the possibility of conducting post-accident inspection, as well as employer expectations and understanding that with task implementation in the form of remote work, the work paradigm changes according to which the employee

ceases to be under direct supervisor control such as the moment of answering a phone call or speed of response to an email sent to the supervisor also require specification and refinement. The hour of phone call or email sending and the speed of employee response cannot be treated as tools for employee work control and constitute, for example, a basis for refusing consent for remote work. Emerging doubts in this area will over time establish jurisprudential lines and directions for interpreting the application of provisions in this scope. However, there is no doubt that it was and is the legislator's will to enable employees to achieve work-life balance and combine professional and social roles, as well as facilitate employees' protection of health and life of themselves and their families through work implementation in the form of remote work. The shape of provisions designed and introduced to the Labour Code in 2003 and also the direct reasons for undertaking work on transforming the telework provisions previously in force in the labour code based on experiences from the COVID-19 period clearly indicate that the legislator's goal in introducing these provisions was to care for employee well-being in terms of implementing their professional tasks in combination with personal obligations. It seems reasonable to conclude that in case of interpretative doubts regarding new legal regulations – doubts should be resolved in favor of the employee.

Despite numerous areas that still require refinement and specification of provisions as well as the formation of something that could be called a culture of remote work implementation in the workplace (getting used to certain soft rules of cooperation in the new formula) – remote work, fitting into the concept of civilizational progress and social life, where more and more areas can be described as smart – has a chance to remain in the realm of social and employee implementation for many years to come.

What determines the potential success of remote work in a place where telework did not succeed? Historical circumstances may be key. The COVID-19 pandemic forced the introduction of remote work on an unprecedented scale and at an unprecedented pace, presenting entrepreneurs with an alternative: suspend operations or allow work from home. This experience, despite various assessments, shook the previously common belief in many organizations about the necessity of direct supervision over the workplace by the employer.

The innovative nature of remote work is manifested in moving away from the conventional understanding of the employment relationship, which assumed employer's authority over the physical space of work performance. This idea is strongly embedded in the definition of employment relationship (Article 22 § 1 of the Labour Code), according to which an employee performs work under the employer's direction, at a place and time determined by them. In the traditional employment model, the employee physically moves to the

workplace, uses a workstation prepared by the employer, functions within strictly defined spatiotemporal frameworks and according to precisely defined and enforced rules. Remote work, like its predecessor telework, departs from this scheme while maintaining fundamental labour law institutions, and its flexibility is a value that employers should use to increase productivity and effectiveness of company goals.

Abstrakt

Artykuł omawia zagadnienie pracy zdalnej o charakterze hybrydowym, która została wprowadzona do polskiego systemu prawnego nowelizacją kodeksu pracy (obowiązującą od 7 kwietnia 2023 r.), dodającą rozdział IIc o pracy zdalnej. Celem jest analiza nowej instytucji prawnej oraz ocena jej kształtu w kontekście: zmian społecznych, godzenia ról zawodowych i *work-life balance*, konsekwencji jej realizacji dla mobilności międzynarodowej, w tym także dla sytuacji Ukraińców na rynku pracy, pozycji osób uprzywilejowanych w zakresie wniosku wiążącego pracodawcę, znaczenia pracy zdalnej dla rynku pracy i zatrudnienia, jak również dla możliwości utrzymania ciągłości świadczenia pracy przez Ukraińców, na których trudna sytuacja polityczna wymusza niekiedy mobilność *ad hoc*.

Słowa kluczowe: praca zdalna, rynek pracy, zatrudnienie, osoby uprzywilejowane, *work-life balance*, wiążący wniosek pracownika, Ukraińcy na rynku pracy.

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