

Zoltán Bankó\*

## THE SITUATION OF TELEWORK REGULATION IN HUNGARY\*\*

*The article analyses different forms of telework, which often present forms of work with radically different characteristics. Firstly, the paper examine the contents of the telework framework agreement concluded by ETUC, UNICE/UEAPME and CEEP on July 16 2002 provide guidelines for telework; which contains provisions for the special characteristics of this form of work. Showing the growing needs of employment practice in Hungary the main question is the differentiation between an employment relationship created for telework and the so-called “home office” employment. The increase of persons employed in the framework of telework it seems unavoidable to review and reconsider the regulation, the paper review directions where it is worth considering the (re)regulation of telework in Hungary.*

*Keywords: Telework, Home office, European telework framework agreement, Hungarian telework regulations*

### 1. THE IMPACT OF ANTI-EPIDEMIC MEASURES IN THE PLACE OF WORK

As a consequence of the anti-epidemic measures introduced in spring 2020, remote work, which was only a possibility until then, became a necessity. Several research papers and surveys have been trying to evaluate what percent of employees and in what ways were affected by working from home in Hungary during these months. These studies with different approaches are definitely uniform in that they show a significant increase in work performance from home. From the surveys already published, it can be concluded with a great degree of certainty that many more employees and employers were affected by home-

---

\* PhD, Senior research fellow of the MTA-PTE Comparative and European Employment Policy and Labour Law Research Group, associate professor of the Department of Labour Law and Social Security Law at the Faculty of Law of the University of Pécs. Email: [banko.zoltan@ajk.pte.hu](mailto:banko.zoltan@ajk.pte.hu).

\*\* This study was realised in the framework of the MTA-PTE Comparative and European Employment Policy and Labour Law Research Group. The research was funded by the NKFIH OTKA K 132085 “Private autonomy and collective autonomy in labour law” grant.

based employment than in the past. This fact justifies posing legislative questions and the supervision of legal provisions related to telework, which was already a topic intensively discussed in labour law literature.

## 2. APPROACHES TO THE CONCEPT OF TELEWORK, VARIOUS FORMS OF TELEWORK

Up to recently, a large number of forms were developed for work performed as telework, which often present forms of work with radically different characteristics. Therefore, the various forms of telework are usually presented in literature as a classification:

a) one of the aspects for classification is division on the basis of the location of work, considering which places can be used as remote workplaces;

b) another common grouping type is classification on the basis of the work to be performed;

c) finally, there are studies differentiating between forms of telework on the basis of the legal relationship providing its framework.

*ad a)* The location mentioned in the definition of telework as “a geographically separate location from the employer’s site” is most often the *home* of the person performing work. Later, the so-called *telecottages* (also called *local centres* or *neighbourhood centres*) were formed, with the primary aim to decrease social isolation of teleworkers working independently at home, and also to perform training tasks required for work. The idea was to bring modern IT and telecommunications tools close to the homes of people working in this way. These are usually computerised workplaces used in the suburbs; typically, teleworkers working here do not belong to the same employer, and the goal of these institutions is usually to help the spread of telework supported by state and municipality employment policies. The so-called *satellite office* is a remote office, and has an important feature of having been created by the employer for their own teleworkers. It can be compared to the traditional office because the satellite office creates the possibility of supervising remote work in a similar way to traditional offices.<sup>156</sup> Huws<sup>157</sup> raised the issue that it is very difficult to distinguish a satellite office belonging to an employer from a so-called *branch-office*, which only maintains telecommunications connection with the headquarters. In the case of *mobile telework*, there is no permanent, fixed workplace, it is a means of work made possible by portable IT and telecommunications devices. The so-called *transborder teleworking* and the question of the so-called *digital nomads* pose more complex problems (see section 6).<sup>158</sup>

---

156 John Stanworth – Celia Stanworth: *Telework: The Human Resource Implications*. Institute of Personnel Management, London, 1991. p. 14.

157 Ursula Huws: *New Technology Homeworkers*. *Employment Gazette*. 1984/1. p. 37.

<sup>158</sup> Digital nomads, from a labour law viewpoint, are employees who do not work at a defined workplace but at various places, even possibly on the basis of several legal relationships with several employers. See Jácint Ferencz: *A digitalizáció hatása a munkajogra, különösképpen a munkaidőszámítására és nyilvántartására*. (The Impact of Digitisation on Labour Law, with Special Regard to Calculating and Recording Working Time.)

*ad b)* Classification based on the tasks that can be performed include the range of tasks that can be performed with modern IT and telecommunications devices. There are numerous such classifications, but it is a generally valid statement that all labour tasks involved in the classification must include managing, entering or searching for information.<sup>159</sup> These classifications are more relevant from a labour organisation viewpoint, when groups are formed in the context of various professions, jobs, and forms of activity, but they illustrate well that in each case an essential element of telework is work performed by way of an IT device.

*ad c)* When examining this phenomenon (and creating regulations), it can also be of great importance to consider that the expression ‘‘telework’’ in itself does not answer the question of what kind of legal relationship or agreement this kind of labour requires when performed. [And another, separate question may be: which legal relationship(s) frameworks for telework does the legislation regulate].

### 3. THE REFERENCE POINT OF LEGISLATION – THE EUROPEAN TELEWORK FRAMEWORK AGREEMENT

Looking at the legal documents of the European Union, the contents of the telework framework agreement concluded by ETUC,<sup>160</sup> UNICE/UEAPME<sup>161</sup>, and CEEP<sup>162</sup> on July 16 2002 provide guidelines for telework; the agreement contains provisions for the special characteristics of this form of work. It must be emphasised in relation to this agreement that this is an agreement of the European social partners, the third one after the framework agreements on part time and fixed-term employment. The difference between this agreement and the former two is that they were later formulated as directives, but in the case of this agreement, the regulations came into force on a national level, by means of the social partners. According to the definition of the framework agreement, telework is a type of work where the person performing the work uses IT devices, and the work that could be performed on the premises of the employer is regularly performed remotely (see point 2 of the framework agreement). The framework agreement mentions the voluntary nature of telework early on (see point 3 of the framework agreement). Telework can be specified in the employment contract of the employee, but this option can also be chosen later, on a voluntary basis. According to this, if telework is not a part of the original job description, and the employer offers this form of work, the employee can accept or reject

---

In: Gyula Berke – Zoltán Bankó – Erika Tálné Molnár (ed.): *Quid juris? Ünnepekötet a Munkaügyi Bírák Országos Egyesületének megalakulásának 20. évfordulójára. (A Volume Celebrating the 20th Anniversary of the Formation of the National Association of Labour Judges.)* Kúria, Pécsi Tudományegyetem Állam- és Jogtudományi Kar, Munkaügyi Bírák Országos Egyesülete (Supreme Court, Faculty of Law of the University of Pécs, National Association of Labour Judges, Budapest), 2018, pp. 73–83.

<sup>159</sup> Stanworth – Stanworth *ibid.* p. 16.

<sup>160</sup> European Trade Union Confederation.

<sup>161</sup> Union of Industrial and Employers’ Confederations of Europe/European Association of Craft, Small and Medium-sized Employers.

<sup>162</sup> *European Centre of Enterprises with Public Participation and of Enterprises of General Economic Interest.*

this offer. If the employee expresses his or her desire to do telework, the employer can accept or reject this offer. Switching to telework in itself – since it only modifies the way of work – does not change the legal status of the employee. If the employee rejects the option of telework, this in itself cannot form the basis for the employer to dismiss the employee or change the conditions of the employment (see point 3 of the framework agreement). If telework is not a part of the original employment contract, the agreement on telework can be restored. Restoration means that the employee continues to work at the premises of the employer, either at the request of the employer, or the employee. The ways of restoration are fixed in an individual contract or a collective agreement (see point 3 of the framework agreement). Regarding the employment conditions of employees doing telework, the framework agreement first of all contains the prohibition of discrimination (see point 4 of the framework agreement). Conforming to data protection provisions and the notification obligation during telework, according to the framework agreement, it is declared to be the obligation of the employer (see point 5 of the framework agreement): the employer is responsible for providing adequate software related measures to protect the data used and processed by the teleworker in the scope of their job. The employer informs the teleworker about company regulations on data protection and the legislation in force, and the teleworker is obliged to conform to these. On the basis of the framework agreement, the employer may prescribe and notify the employees of any restrictions related to the use of information technology tools (for example related to internet use), and bear the sanctions for not observing these restrictions.

In the case of telework performed from home, the protection of the privacy of the teleworker is a fairly important question. In relation to this, it should be stated that any surveillance systems installed by the employer must meet Directive 90/270/EEC of 29 May 1990 on the minimum safety and health requirements for work with display screen equipment, and must be commissioned with regard to this regulation (see point 6 of the framework agreement). The provision of working equipment, and assuming overhead costs during telework is a question of crucial importance for the employees. Based on the framework agreement, as a general rule, we can conclude that the employer is obliged to provide, install and maintain the equipment for performing regular telework, except when the employer uses his or her own devices (see point 7 of the framework agreement). This issue is elaborated in detail in the framework agreement in order to protect the interests of the employees: if telework is performed on a regular basis, the employer is obliged to compensate for or to cover the immediate costs of work, especially costs related to data transfer and communication. The employer shall also provide appropriate technical background services for the employee. The teleworker is obliged to properly maintain the equipment provided to him or her, and must not collect or disseminate illegal content from/to the internet using this equipment. In relation to workplace health and safety, technical working safety provisions implicitly need to be observed by the employee. A closely related dogmatic labour law issue is the indemnification obligations of the employer in relation to the employment relationship of the teleworker (accidents, health damages away from the employer's premises). If legislation concludes that the employer is liable, regardless of negligence, protection is provided to the teleworker. A rule related to this issue is that the

employer, employee representative, and/or the relevant authorities must be granted free access to the place of telework to the extent permissible by national legislation and collective agreements. If the teleworker works from home, the employee must be notified in advance about the intention to access this area, and their consent must be obtained (see point 8 of the framework agreement). The next provision of the framework agreement assumes the position that the teleworker must be able to decide, whenever possible, how they wish to organise their work time (see point 9 of the framework agreement). An important feature of the most common forms of telework is the independent work schedule, but this principle does not have to be fulfilled in all circumstances.<sup>163</sup> The framework agreement itself is worded cautiously in this respect, mentioning the possibility of an independent work schedule “in the framework of the legislation in force, collective agreements, and the company’s regulation”. The isolation of teleworkers working remotely is often mentioned as a disadvantage of telework. According to this, the obligation of the employer to take measures against the isolation of the teleworkers from the other workers of the enterprise can be prescribed, for example in such a way that options for the employee to regularly meet co-workers, as well as access information related to the enterprise need to be provided (see point 9 of the framework agreement). Another issue related to this is the applicability of collective labour law institutions (trade union, collective agreement, works councils, works agreements, see below). Teleworkers must be given the same training and professional career possibilities as the employees at the premises of the company, and the same evaluation system must be used in relation to their work (see point 10 of the framework agreement). In many cases, telework-related collective labour law issues can also have an important role when performing the legal relationship. In this respect, the framework agreement in fact declares the prohibition of discrimination by stating that employees performing telework have the same rights as employees working at the employer’s premises. According to this requirement, the same conditions must apply to them in relation to employee involvement, and resorting to employee advocacy services. Teleworkers must also be taken into consideration when calculating the threshold values for employee advocacy institutions, according to European national legislation, collective agreements, and relevant practice. The organization for the representation of the collective rights of the teleworker must be determined at the beginning of the employment relationship. The employee representatives must be informed, and they should be consulted according to the European and national legislation, collective agreements, and relevant practice at the introduction of the telework system (see point 11 of the framework agreement).

---

<sup>163</sup> This is with special respect to the employee protection nature of rules pertaining to work schedule. Naturally, the observation of rules on work schedule (and its supervision) poses several further questions.

#### 4. EMPLOYMENT RELATIONSHIP ESTABLISHED FOR TELEWORK IN THE LABOUR CODE

In Hungary, Act XXII of 1992 on the Labour Code (hereinafter: Labour Code of 1992)<sup>164</sup> already from 2004 provided special provisions for employees performing telework.<sup>165</sup> The general opinion in Hungarian literature about this regulation is that Hungarian rules for telework are adequate, they conform to EU requirements, but they can be realised in very few cases because of the low volume of telework.<sup>166</sup> There are only a few examples in Europe of such a detailed legislative regulation of the contents of the framework agreement; this happened in national legislations where social partners did not wish to express them by national level agreements but rather thought that they should seek the help of legislators.<sup>167</sup> According to the definition in Act I of 2012 on the Labour Code, currently in force (hereinafter: Labour Code), telework encompasses any activities performed regularly, at a separate location from the employer's premises, carried out with an IT device, and the result of which is transmitted electronically [Labour Code, Section 196, Paragraph (1)]. The Labour Code sets forth the special contents of a work contract about telework: the employment contract must contain that the employee shall be employed in the form of telework [Labour Code, Section 196, Paragraph (2)]. The employer – in addition to the provisions set forth in Section 46 of the Labour Code – shall inform the employee

a) about the rules on supervision by the employer,

b) about the rules on restricting the use of information technology or electronic devices,  
and

c) about the organisational unit the employee belongs to, in relation to his or her work [Labour Code, Section 196, Paragraph (3)]. The rule about equal treatment of teleworkers is that the employer must provide all the information to teleworker employees that they provide to other employees [Labour Code, Section 196, Paragraph (4), see also Act CXXV of 2003 on equal treatment and promoting equal opportunities]. The employer is also obliged to ensure that the employee is allowed to enter the employer's premises and maintain contact with other employees [Labour Code, Section 196, Paragraph (5)]. As a rule, the legislator allows to parties to differ, even in stating that the employer's right to give

---

<sup>164</sup> Between 2004 and 2012, Section 192/C–193/A of the Labour Code of 1992, from July 1 2012, Section 196–197 of the Labour Code.

<sup>165</sup> This solution where issues dealt with in the framework agreement are defined in the labour code is evident in Hungary in recent times; nevertheless, in other member states it is rather exceptional. See for example Manfred Weiss: Germany. In: Roger Blanpain (ed.): European Framework Agreements and Telework. Law and Practice, A European and Comparative Study. Kluwer, Alphen anndenn Rijn, 2007. For the specific solutions of the member states, see also Jelle Visser and Nuria Ramos Martin: Expert Report on the Implementation of the Social Partner's Framework Agreement on Telework. University of Amsterdam, Amsterdam, 2008.

<sup>166</sup> Tamás Gyulavári: A szürkeállomány. A gazdaságilag függő munkavégzés a munkaviszony és önálló foglalkoztatás határán. (The Grey Matter. Economically Dependent Labour on the Border of Employment Relationship and Self-employment.) Pázmány Press, Budapest, 2014, p. 108.

<sup>167</sup> The Czech Republic, Poland, Hungary, and Portugal can be mentioned as examples where legislative regulation of telework is present. Roger Blanpain (ed.): European Framework Agreements and Telework. Law and Practice, A European and Comparative Study. Kluwer, Alphen anndenn Rijn, 2007, 53. o. Regulation through collective agreements is much more typical.

instructions – if the parties do not agree otherwise – and this applies only to specifying the tasks assigned to the employee [Labour Code, Section 197, Paragraph (1)]. Another such provision is that the work schedule of the employee is flexible if the parties do not agree otherwise [Labour Code, Section 197, Paragraph (5)]. Nevertheless, it must also be noted that in the case of a flexible schedule, this is only a possibility for the employee to freely determine his or her work schedule, and not a possibility to not conform to the binding regulation on work schedule.<sup>168</sup> In the absence of other agreement, the means of supervision, as well as the shortest interval between the notification about supervision at the property serving as the place of work and its actual onset is determined by the employer. The supervision cannot pose undue burden to the employee, or other persons using the property serving as the location of work [Labour Code, Section 197, Paragraph (4)]. The willingness for employment in the form of telework in Hungary (the conclusion of employment contracts with such contents) is also largely influenced by the common law system and specifically the labour protection rule system. Section 86/A of Act XCIII of 1993 on occupational safety (hereunder: Occupational Safety Act) prescribes that special rules must be applied to telework. The Occupational Safety Act sets forth that in case of telework the workplace is a room agreed upon by the parties in the employment contract where the employee performs work regularly with an information technology device [Occupational Safety Act, Section 86/A, Paragraph (8)]. At the workplace, the employee may not change circumstances relevant from a labour safety perspective without the consent of the employer [Occupational Safety Act, Section 86/A, Paragraph (3)]. Telework – based on the agreement with the employer – can also be performed by means of the employee's own equipment. In case of such a working equipment, the employer ascertains that the equipment is safe during a risk assessment. In this case, the employee shall ensure the safe status of the working equipment [Occupational Safety Act, Section 86/A, Paragraph (2)]. The employer shall inform the employee about workplace safety and advocacy possibilities and practice, as well as the persons responsible for carrying out such activities, and their contact information. The labour safety representative can enter the property serving as the workplace and stay there only with the employee's consent [Occupational Safety Act, Section 86/A, Paragraph (6)]. The supervisory body can only perform an official audit on working days, between 8 a.m. and 8 p.m. The labour safety authority shall notify the employer and the employee at least three working days prior to the onset of the audit. The employer shall acquire the consent of the employee for entering the property that serves as the working place at least by the time of the beginning of the audit [Occupational Safety Act, Section 86/A, Paragraph (7)].

---

<sup>168</sup> Gyula Berke – György Kiss: Kommentár a munkatörvénykönyvéhez. (Commentary for the labour code.) Complex, Budapest, 2012, p. 497.

## 5. THE SO-CALLED “HOME OFFICE” AGREEMENTS AND EMPLOYMENT RELATIONSHIPS ESTABLISHED FOR TELEWORK IN HUNGARIAN LABOUR LAW LITERATURE

Work activities performed during telework can be carried out in the framework of an employment relationship, but a service contract, a works contract, or an employment contract can also be concluded for these activities. Based on German labour law literature, Tamás Prugberger was the first in Hungary to analyse the question of distinction between telework and home working legal relationship in 1998, well before the codification of telework.<sup>169</sup> The basic proposition – according to which whenever the parties can decrease their expenditures by choosing this contract type, it is the normal and reasonable for the labour market operators to opt for the cheapest contract type<sup>170</sup> – is perhaps the most evident in the case of telework, which is also manifested recently.<sup>171</sup> It is not possible to cover the question of differentiating between various employment legal relationships from each other in this study,<sup>172</sup> but it can nevertheless be stated that in case of telework, the location of work, the nature of activities, the relationships between the parties, etc. in most cases display many characteristics that are usually not mentioned as traits of the employment relationships when making this differentiation. Telework performed in the framework of an employment relationship is an important question examined by several authors in the recent Hungarian labour law literature and shows the growing needs of employment practices in this respect. This question differentiates between an employment relationship created for telework and the so-called “home office” employment.<sup>173</sup> Opinions can be considered uniform in the respect that “home office”, i.e. work performed from home should be dogmatically distinguished from certain atypical employment forms, especially from telework.<sup>174</sup> According to the definition in studies on the subject, we consider the “home office” phenomenon as an exceptional situation when an employee working in a traditional employment relationship (full time work in the framework of an employment contract with an indefinite duration), temporarily, on an exceptional basis, is authorised by the employer to perform work at another location than the permanent workplace, which is usually the home of the employee. Therefore, this type of work is different from

---

<sup>169</sup> Tamás Prugberger: A házibedolgozás és a távmunka. (Home working and telework.) Munkaügyi Szemle (Labour Law Review), 1998/12.

<sup>170</sup> Gyulavári: *ibid.* p. 110.

<sup>171</sup> See for example Ildikó Breinerné Varga: A távmunka humánpolitikája. (Human Policy of Telework.) Emberi Erőforrás- menedzsment Módszertani Füzetek (Human Resource Management Booklets), 2004/6; Csaba Makó – Roland Keszi – Dániel Mester: Munkáltatói vélemények a távmunka bevezetésének előfeltételeiről és gyakorlatáról. Kutatási jelentés. (Employer Opinions on the Preconditions and Practice of the Introduction of Telework. Research report.) Társadalomkutatás (Society Research), 2004/2–3, pp. 203–243.

<sup>172</sup> On contract related differentiating questions, see for example György Gellért (ed.): A polgári törvénykönyv magyarázata (Explanation of the Civil Code). Wolters Kluwer, Budapest, 2012, p. 1624.

<sup>173</sup> Lajos Pál: A szerződéses munkahely meghatározása – a „home office” és a távmunka (Determining the Contractual Workplace – “Home Office” and Telework). Munkajog (Labour law), 2018/2, p. 59, Ferencz: *ibid.* 2018, pp. 73–83

<sup>174</sup> Pál: *ibid.* p. 59.

telework because a person employed in telework concludes the employment contract in a way that performing work in a different location than the site of the employer is not a possible choice but an expectation.<sup>175</sup> An essential element of the employment contract forming the basis of telework is that the employee performs the work at a workplace that is separate from the employer's premises. Thus, in this case the parties specify the contractual workplace as in the case of a typical employment relationship; nevertheless, this is never the employer's premises but usually the home of the employee. In the case of the so-called "home office", the place of fulfilment is probably also the home of the employee, but in this case the employee can choose this, while in the case of a telework contract it is specified in the contract by the parties.<sup>176</sup> Studies emphasise that in case of telework the special rules of the Occupational Safety Act (Section 86/A) are the responsibility of the employer, and on this basis the employer is obliged to provide labour safety of the workplace and work, and – as we could see earlier – they are obliged to verify the conditions. On the other hand, there is no such obligation when giving up determination of the fulfilment site (*home office*). As a consequence of the verification obligation, obviously the employer's liability for damages can/should also be judged in a different way.<sup>177</sup> Another significant difference compared to the "home office" is that the employer's right to give instructions – if the parties do not agree otherwise – applies only to the extent of specifying the tasks assigned to the employee. Another important difference is the working schedule, since as a main rule, in case of telework the employees work with flexible working hours.<sup>178</sup>

In the differentiation, from a practical aspect it would be helpful to have a Supreme Court decision where it would be decided if the agreement of the parties was in accordance with the legal definition of telework. Up to now, there has been no such Supreme Court decision. It is even more difficult to decide this question because in lower level judicial law enforcement in Hungary, the concept of telework is not presented uniformly.<sup>179</sup> For example, according to the reasoning from November 2008 decision of the Veszprém Labour Court, by the most general definition of telework, a teleworker is a person employed in a way that he or she spends at least 50 percent of his or her working time away from the main site of the employer, using a computer and a telecommunications link for his or her work.<sup>180</sup> According to the reasoning of another decision of the Veszprém Labour Court, in case of a telework contract, the essence of telework is that the employer and the employee are spatially separated, i.e. the employer does not have an organizational unit at a given location where the employee could perform work.<sup>181</sup> In my opinion, if it is disputed if an

---

<sup>175</sup> Ferencz: *ibid.* 2018, p. 75.

<sup>176</sup> Pál: *ibid.* p. 59.

<sup>177</sup> *Ibid.* See also the opinion of Jácint Ferencz on the exemption possibility from the employer damages liability, Ferencz: *ibid.* 2018, p. 73.

<sup>178</sup> Pál: *ibid.* p. 59.

<sup>179</sup> Ferencz: *ibid.* 2015, p. 82.

<sup>180</sup> M.187/2008/14, referenced by Ferencz: *ibid.* 2015, pp. 82–83.

<sup>181</sup> Mf.20071/2009/5, referenced by Ferencz: *ibid.* 2015, pp. 82–83 Agreeing to the opinion of Jácint Ferencz, these two decisions are contradicting each other, and none of them reflects the actual legal contents (Ferencz: *ibid.* 2015, p. 83).

employment relationship aimed at telework was concluded between the parties, when examining essential elements of the codified law definition (apart from the place and tools for performing work) the concept of “regularity”<sup>182</sup> must be prudently evaluated in law enforcement.

## 6. ASPECTS OF (RE)REGULATING WORK PERFORMED AT HOME

Opinions in Hungarian literature can be considered uniform in that with the increase of persons employed in the framework of telework, it seems unavoidable to review and reconsider the regulation. In my opinion, there are at least two directions where it is worth considering the (re)regulation of telework: *a*) taking that telework cannot only be performed in the framework of an employment relationship, one direction can be to consider legislative actions going beyond the borders of this branch of law (primarily by supporting this kind of employment, and defining basic guarantees); *b*) the other direction can be a new regulation of labour law and labour safety provisions.

*ad a*) According to the opinion of Jácint Ferencz, the phenomenon that will eventually make the framework of traditional employment relationships inappropriate is the employment of digital nomads, considered special even in the scope of telework.<sup>183</sup> Agreeing to this, it must also be stated right away that while the questions generated by digital nomads will “eventually” make the traditional framework inappropriate, every manifestation of telework will also necessarily require thinking beyond the employment relationship framework for labour law legislation.<sup>184</sup>

*ad b*) When regulating the labour law and labour safety rule set, the most urgent task is to consolidate the relationship of work performed at home (see section 5), telework employment relationship, and home worker employment relationship, which must include the re-structuring of the theoretical framework, helping provide the often mentioned flexible employment forms and settling basic guarantees. After this, the provisions of the Occupational Safety Act can also be reviewed.

---

<sup>182</sup> The Labour Code does not contain either a reference to the actual working time nor a ratio about how much time the teleworker spends away from the employer’s premises, only that he or she regularly performs work this way. For a more detailed interpretation of “regularity”, see László Román: A munkajogalapintézményei. (Basic Institutions of Labour Law). Vol. II PTE ÁJK, Pécs, 1996, p. 132.

<sup>183</sup> Ferencz: *ibid.* 2018, p. 73.

<sup>184</sup> For a general approach to the issue, see for example Gyulavári: *ibid.*, GáborKártyás: A munkajogújkihívásai a XXI. századelején, különösképp a munkaerő-piackettészakadásáraésazatipikusfoglalkoztatásra. (New Challenges For Labour Law at the Beginning of the 21st Century, with Special Regard to the Split in the Labour Market and Atypical Employment.) In: György Kiss – GyulaBerke – ZoltánBankó – Edit Kajtár (szerk.): Emlékkönyv Román Lászlószületésének 80. évfordulójára. (Commemorative Book for the 80th Anniversary of László Román’s Birth.) PTE ÁJK, Pécs, 2008., György Kiss: The Problem of Person having a Similar Legal Status as Employees (Workers) and the Absence of Regulating this Legal Status in the Hungarian Labour Code, In: György Kiss (ed.): Recent Developments in Labour Law – Studies of Constitutive Meeting MTA-PTE Research Group of Labour Law. AkadémiaiKiadó, Budapest, 2013, pp. 259–279.

## LIST OF REFERENCES

- Berke, Gy. & Kiss, Gy. 2012. *Kommentár a munkatörvénykönyvéhez. (Commentary for the labour code.)* Budapest: Complex.
- Blanpain, R. (eds.) 2007. *European Framework Agreements and Telework. Law and Practice, A European and Comparative Study.* Alphen anndenn Rijn: Kluwer.
- Breinerné Varga, I. 2004. A távmunkahumánpolitikája. (Human Policy of Telework.) *Emberi Erőforrás- menedzsment Módszertani Füzetek (Human Resource Management Booklets)*, 6.
- Ferencz, J. 2018. A digitalizáció hatása a munkajogra, különösképpen a munkaidőszámítására és nyilvántartására. (The Impact of Digitisation on Labour Law, with Special Regard to Calculating and Recording Working Time.) In: Berke, Gy. and Bankó, Z. and Tálné Molnár, E. (eds.): *Quid juris? Ünnepeket a Munkaügyi Bírák Országos Egyesülete megalakulásának 20. évfordulójára. (A Volume Celebrating the 20th Anniversary of the Formation of the National Association of Labour Judges.)* Budapest: Kúria, Pécsi Tudományegyetem Állam- és Jogtudományi Kar, Munkaügyi Bírák Országos Egyesülete (Supreme Court, Faculty of Law of the University of Pécs, National Association of Labour Judges), pp. 73–83.
- Gellért, Gy. (eds.) 2012. *A polgártörvénykönyv magyarázata (Explanation of the Civil Code).* Budapest: Wolters Kluwer, p. 1624
- Gyulavári, T. 2014. *A szürkeállomány. A gazdaságilag függő munkavégzés a munkaviszony és az önfoglalkoztatás határán. (The Grey Matter. Economically Dependent Labour on the Border of Employment Relationship and Self-employment.)* Budapest: Pázmány Press.
- Kártyás, G. 2008. A munkajogújkihívásai a XXI. század elején, különösképpen a munkaerő-piaci tendenciák és az atypikus foglalkoztatásra. (New Challenges For Labour Law at the Beginning of the 21st Century, with Special Regard to the Split in the Labour Market and Atypical Employment.) In: Kiss, Gy. and Berke, Gy. and Bankó, Z. and Kajtár, E. (eds.): *Emlékkönyv Román László születésének 80. évfordulójára. (Commemorative Book for the 80th Anniversary of László Román's Birth.)* Pécs: PTE ÁJK.
- Kiss, Gy. 2013. The Problem of Person having a Similar Legal Status as Employees (Workers) and the Absence of Regulating this Legal Status in the Hungarian Labour Code, In: Kiss, Gy. (eds.): *Recent Developments in Labour Law – Studies of Constitutive Meeting MTA-PTE Research Group of Labour Law.* Budapest: Akadémiai Kiadó, pp. 259–279.
- Makó, Cs. & Keszi, R. & Mester, D. 2004. Munkáltatói vélemények a távmunka bevezetésének előfeltételeiről és gyakorlatáról. Kutatási jelentés. (Employer Opinions on the Preconditions and Practice of the Introduction of Telework. Research report.) *Társadalomkutatás (Society Research)*, 2–3, pp. 203–243.

- Pál, L. 2018. A szerződéses munkahely meghatározása – a „home office” és a távmunka (Determining the Contractual Workplace – “Home Office” and Telework). *Munkajog (Labour law)*, 2.
- Prugberger, T. 1998. A házibedolgozás és a távmunka. (Home working and telework.) *Munkaiügyi Szemle (Labour Law Review)*, 12.
- Román, L. 1996. *A munkajog alapintézményei. (Basic Institutions of Labour Law)*. Vol. II. Pécs: PTE ÁJK.
- Stanworth, J. & Stanworth, C. 1991. *Telework: The Human Resource Implications*. London: Institute of Personnel Management.
- Visser, J. & Ramos Martin, N. 2008. *Expert Report on the Implementation of the Social Partner's Framework Agreement on Telework*. Amsterdam: University of Amsterdam.
- Weiss, M. 2007. Germany. In: Blanpain, R. (eds.): *European Framework Agreements and Telework. Law and Practice, A European and Comparative Study*. Alphen an den Rijn: Kluwer.