

Can I refuse to work remotely? (3/43/20)

Under the present conditions, many employers are deciding to have their staff working remotely. Can a worker refuse this arrangement?

Provisions of the Employment Act

Under [section 40\(2\)\(4\) of the Employment Act](#), an employee's place of work is one of the elements that must be defined in their employment contract. If the contract specifies only one place of work, the employee has the right to carry out their duties at that place of work during working hours in order to perform their employment contract.

If the contract does not provide for working remotely, then remote work is only permitted if the employer and the worker agree on this in writing under [section 53\(1\) of the Employment Act](#). Accordingly, the parties should agree to amend the employment contract on remote work.

However, the employee's place of work as a mandatory element of the employment contract cannot be changed by the employer's order or internal rules.

A worker that refuses to work remotely must have objective reasons. For example, a company's accountant can refuse to work remotely if the employer fails to provide them with a company computer and appropriate business software at home. The employer cannot force the worker to use their own private computer for remote work. In this case the employer must allow the accountant to use a company computer for remote work.

The employer's risk in ignoring the statutory form of employment contract (a written agreement on the place of work) is administrative liability under [section 162 of the Employment Act](#), which requires entities to pay fines of up to 1,100 euros.

With remote work likely to be a frequent choice in the near future, it is important to remember that the parties should agree on remote work in writing by amending the employment contract.

We have informed [MindLink](#) readers on [how to assess workplace risks for staff working remotely](#).