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WORK OUTSIDE THE EMPLOYER'S PREMISES: A RECENT FORM OF EMPLOYMENT

ABSTRACT: This research deals with a current type of employment, work from home and remote work, which are special forms of employment performed outside the employer's premises. The Labour Law of the Republic of Serbia regulated this issue in its original form as early as 2005. In recent years, the global development of the labour market, especially in the conditions of the still ongoing COVID-19 pandemic, opened the possibility for the expansion of this way of employment. Working from home and remote work have proven to be not only economical and efficient ways of performing tasks and achieving business goals, but also as forms of work and an efficient measure to for the health and safety of employees and their family members during the pandemic. This type of employment has many advantages and benefits and can be expected to become even more commonplace in the future. Therefore, we believe that this type of employment deserves more attention and discussion among scholars and professionals, for the sake of further innovation and improvement.

KEYWORDS: work outside the employer's premises, work from home, remote work, rights and obligations of employees and the employer

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1. Introduction

Employment relationships is a subject that has long exceeded the framework of legislation and jurisprudence. With the development of society and new technologies, the forms of work are being changed and revised as well. Although the work outside the employer's premises (primarily in the form of working from home), also existed in the past, with the progress of information technology and Internet (the so-called digital revolution in the process of work), remote work has expanded significantly. In the last decade, especially during the period of still current COVID-19 pandemic, significant number of work organizations have changed their work process and implemented work from home as an additional or the only way of performing business tasks.

Work outside the employer's premises in national legislation is defined and regulated by the Labour Law (2005), which states that this form of employment relationship encompasses remote work and work from home. Work from home and remote work can be classified into the same category considering that the work is not being done in the employer's premises. However, these are two different types of jobs which will be distinguished in this paper. The Labour Law (hereinafter: LL) does not treat each of these types separately, yet it contains common provisions on the contents of the contract and the general elements which are related to wages, distribution of working hours and holidays.

Given the current situation and capacities of the labour market, the author believes that the already existing LL is incomplete and that it needs to be revised. Secondly, all advantages and potential risks of this type of work should be taken into consideration, primarily regarding the topic of protection of rights of both employees and employers. Lastly, it would be very important to properly organise and regulate tasks and jobs, employees' health and safety, business resources and expenses, etc.

In this paper, the author will examine the existing international and national legislation on this issue, as well as the determination and application of work outside the employer's premises in practice.

2. Work outside the employer's premises: the definition

Work outside the employer's premises is not typical employment. As the name clearly indicates, work tasks are not carried out in the employer's premises, but in the space provided by the employee himself as the owner, tenant, lessee or lessor (Ivošević, 2019, p. 80).

Typical employment implies working in the employer's business premises in which the employer performs his duties and supervision of employees. However, with this special type of employment, the situation is somewhat different. Direct management and control of the employee by the employer are adjusted to conditions and possibilities of interaction, which creates the impression of increased autonomy of the employee. For this reason, some legal theorists classify this type of engagement into the category of independent work (Kovačević, 2013, pp. 315–316).

In view of the existing provisions of the LL, the author favours the theory which defines work outside the employer's premises as a type of employment relationship with the employer, in which the employee does not enjoy neither the economic nor business freedom that an entrepreneur has, and that he/she is almost completely dependent on the employer. In this case we must stress that this refers to only those types of jobs for which the manner and organization of business is exclusively regulated by the employer, who, therefore, bears the burden of responsibility for the performance of business tasks towards third parties, i.e., clients and business partners.

As previously stated, and in accordance with Art. 42 para. 2 LL (2005), the employment contract for this type of employment relationship can take two forms - as a work-from-home contract and a remote work contract.

Work from home represents the type of engagement in which the employee performs his work duties for the employer, in his own house, apartment or rented space (Ivošević, 2019, p. 81). Therefore, the work is not being conducted inside the employer's premises and the work office and the personal business environment are provided by the employee. The work and business tasks are provided by the employer who pays

wages to the employees. The individuals who perform this type of work are often not considered to be regularly employed persons by the employer, given the absence of legal subordination. However, international standards on this matter generally tend to equalize the status of these persons with the status of the employees, in terms of both individual and collective rights related to employment relationship (Lubarda, 2021, p. 134). In the past, the term work from home referred to jobs that were related to manufacturing, i.e., the folding up of certain products. In the digital era, Internet, and the wide use of modern technologies in everyday life, this type of engagement largely implies the performance of services for the employer and doing work via computer, so it is often used interchangeably with a remote contract.

Remote work is the form of employment relationship carried out outside the employer's premises as well, at home or other premises of the employee. Primary feature of this type of work is that it is being performed using the computer, equipment with a screen, video devices, telephone or with other means of information technology (Ivošević, 2019, p. 81). This type of employment is characterized by a greater degree of autonomy for the employee, primarily in terms of performing and organizing the business tasks and organization of the working hours schedule as well. Even though the employee has such a degree of independence in his/her work, he/she performs remote work in the name and at the expense of the employer, so that he/she is not considered to be a self-employed person (Lubarda, 2021, p. 133). Remote work is legally defined as a concept that, in addition to working from home, also includes some other forms of work, such as mobile remote work, virtual remote work, and the like (Urdarević, 2021, p. 206). Although it does have certain similarities with the concept of working from home, remote work has a broader meaning, primarily in terms of specific features related to the use of modern technologies for performing work, performing work on the move or the work on the road. However, despite the different interpretations and the distinction made by legal theory, in practice these two forms are seen as identical.

The mandatory content of the employment contract, concluded for both types of work performed outside the employer's premises, is somewhat regulated in the Labour Law (will be discussed in more detail

in the next section). Here we must restate the necessity of revising the provisions governing this type of work, having in mind its evolution and increasing presence in business.

In the area of employment relationships, the status of digital workers, i.e., freelancers, is a current issue. These people usually earn their wages by working for a foreign employer whose business has not been registered according to the legislation of the country where the work is performed (Radović-Marković et al., 2021, p. 172). The work of freelancers is mainly carried out through digital platforms, and the jobs they most frequently perform in practice are: teaching, jobs related to information technology, translation, media and marketing, consulting, administrative jobs, writing, etc. Since neither the Labour Law nor any other general act do not regulate this form of work, the legal status, position, licenses, and obligations of workers on digital platforms, these persons are formally “invisible” to the legal system. The state should certainly become more actively involved in the regulation of this issue, taking into account the progressive growth of this category of employees, and the issue of protecting their rights and obligations. Regulating the status of these persons should be important and necessary for Serbia, especially in terms of paying their taxes.

3. International sources of work outside the employer’s premises

The concept of working outside the employer’s premises is not a product of the modern era of business, but it existed as a form of employment relationship even before the digital “revolution”. Manufacturing work from home, most often performed in the form of producing individual items for a specific client, within the trades that individuals were engaged in, certainly has its own long history. In the following section of this chapter, the most significant acts on the global and regional level, which regulate the acts of working from home and working remotely, will be discussed.

3.1. Acts of the International Labour Organization

The International Labour Organization, founded in 1919, is a specialized agency of the United Nations that deals with the improvement of working conditions on a global level and today it includes 187 member states. It performs its normative activity by adopting general legal acts in the form of recommendations and conventions. The recommendations, apart from political and moral authority, do not possess binding legal force for members, considering that they offer guidelines, advice, ideas, attitudes, and values on a specific legal issue in the field of employment relationships. On the other hand, the conventions oblige the member states to coordinate their internal legal acts with the prescribed provisions. The 1928 Convention no. 26, which regulates the system of determining the minimum wage, is the first act in which the work outside the employer's premises is officially mentioned. Therefore, within the first article of this act, it is stated that each country that is a signatory to the Convention is obliged to establish a system for determining the minimum wage for employees in certain trades, especially for the people working from home.

Home Work Convention no. 177, published in 1996, was the first global act that regulated employment relationship outside the employer's premises. Within the framework of this act, the term "work from home" defines the work performed by a person in his home or in other premises of his/her choice, except for the workplace of the employer, for appropriate compensation. Such work results in creating a product or providing a service, regardless of who provides the equipment, materials or other means that are used, unless the worker has such a degree of autonomy and economic independence which is necessary for him/her to be considered an independent self-employed worker, i.e. an entrepreneur, according to national laws, regulations or court decisions.

Also, those persons who only occasionally perform their work at home, and who use their employer's premises as the place where they actively work most of the time, are not considered to be workers from home (Art. 1). The convention also proclaims the equal treatment for people working from home and other workers, including the right to:

trade union organising, protection from discrimination, health protection and safety at work, amount of earnings, mandatory health insurance, the possibility of professional training and development, age for establishing an employment relationship and maternity protection (Art. 4). It was also established that the organization of this institute at the level of national legislation would be implemented on the basis of laws and regulations, collective agreements, arbitration decisions or in any other appropriate way, in accordance with national practice (Art. 5).

Along with the mentioned convention, the Home Work Recommendation no.184 was adopted as well, which provided certain guidelines for regulating this type of work at the level of national legislation. This way, it was determined that the state (if necessary) at the regional or local level should ensure the registration of employers who hire people that work from home and all intermediaries used by these employers. For this purpose, such an authority should determine the information that employers should provide or keep available to an authority (Art. 6). It is further stated that the obligation of employers is to inform the supervisor when they hire a person working from home for the first time, as well as to keep these worker's records in which the following information is stated: working hours, amount of compensation/earnings, expenses made by the employee, gross compensation due and paid net compensation with the date of payment (Art. 7). In this way, a special system of supervision over work from home would be established. When it comes to determining the minimum age of workers that are working from home, it should be the same as in the general conditions for establishing a regular employment relationships, which are already established by national regulations. Also, it was established that there must not be any obstacles for Trade Union association and performance (Article 8). The recommendation also indicates that the amount of the minimum wage must be determined through social dialogue, and protection is foreseen for those workers who work according to their performance as well. In addition to the topic of wages, workers should also receive compensation for costs incurred in connection with their work, such as those related to the use of energy and water, communication and maintenance of machinery and equipment, as well as for the time spent in the maintenance of machinery and equipment, changing of tools,

sorting, unpacking and packing and other similar operations. The payment time is determined so that the workers should be paid either upon the submission of each completed work task or at regular intervals, not longer than a month. When it comes to safety and health protection at work, the role of the employer and the employee is particularly emphasized, as it is also the case when it comes to general employment regime. Also, it is foreseen to respect the right of workers from home for daily, weekly, and annual leave, as well as temporary absence from work due to illness.

Workers from home are guaranteed the right to social and maternity protection, as well as the protection in case of termination of employment, in all respects equal to the rights of workers who work in the employer's premises. In this sense, the signatory state would undertake the obligation to amend the general acts regulating the social insurance system, with the possibility of establishing special units or funds for employees from home. The state also binds to provide mechanisms for resolving disputes that may arise between people working from home and employers. Lastly, the signatory state's obligation is to positively influence this type of work through appropriate activities and support in the form of training programs, informing on rights and raising awareness, and issues important for both employers and workers, for the sake of easier realization of the complete body of rights in the field of labour.

The Home Work Convention has been ratified by only thirteen ILO member countries, not including the Republic of Serbia.

3.2. Regional Acts (EU)

Regarding regional acts at the European level, the most significant one for the employment outside of the employer's premises is the 2002 Framework Agreement on Remote Work. An initiative of the European Council preceded this agreement which was addressed to the social partners to enter negotiations in order to conclude an agreement that would modernize the organization of work, including flexible forms of work, especially remote work. Representatives of the Association of Employers and Industrial Confederations of Europe (UNICE), the Eu-

ropean Association for Transport and SMEs (UEAPME), the European Centre for Publicly Owned Enterprises or Enterprises of General Public Interest (CEEP), and the European Trade Union Confederation (ETUC) participated in the negotiations and the final signing of this agreement. The remote work agreement was signed on July 16, 2002, and is the first European autonomous agreement.

The framework agreement on remote work defines remote work as a form of organization or performance of work with the use of information technologies within the scope of the work contract in which work that could be performed on the employer's premises is regularly performed outside of those premises. Willingness is clearly emphasized in the Agreement as the basis of such arrangement. If remote work is not included in the original job description, and the employer offers remote work, the employee can accept or reject the offer. If the employee wants to work remotely, the employer can also accept or deny that request. Changes to the individual or collective employment contract must accompany any transfer of an employee to remote work. It is emphasized that remote workers enjoy the same rights from the employment relationship, guaranteed by law or collective agreement, just as comparable workers who work in the business environment at the employer's premises. It is further stated that the employer is obliged to provide, install, and maintain the equipment necessary for remote work. If the employee uses his equipment, the employer must compensate for all the costs of operating and maintaining the equipment. The right of remote workers to manage and organize their working hours themselves is also proclaimed, as well as the right to education and advancement and the same collective rights that other workers who work on the employer's premises have. In this way, applying principles of equality is guaranteed, and discrimination against these workers is excluded pertaining to the body of law in the field of labour and social security.

One of the regulations that handle work outside the employer's premises, Directive of the European Economic Community no. 90/270/EEC on minimum safety and health protection requirements at work using screen equipment from 1990 is also essential. By this act, employers must analyse workplaces and assess the dangers to which employees who use screen equipment are exposed at work, primarily con-

sidering the risks related to vision, mental health, and stress at work and take appropriate measures to eliminate the detected threats, considering additional or the combined effects of such found risks.

4. Serbian legislation

Work outside the employer's premises is regulated by the Labour Law of the Republic of Serbia, within Articles 42 and 44. This work is treated explicitly by the Serbian legislator as an employment relationship based on the employment contract. This type of employment includes working from home and remote work. The law itself did not make a more apparent distinction between these, essentially, different categories of work. Thus, uniquely, the legislator determined that the employment contract, which is concluded in these forms of work, contains, in addition to mandatory elements: duration of working hours, according to work norms; the way of supervising the work and the quality of employee's work performance; equipment for doing the work which the employer is obliged to acquire, install and maintain; use of funds for the employee's work and reimbursement of expenses for their use; compensation of other labour costs and the method of their determination and other rights and obligations. It is further defined that the basic salary of an employee cannot be determined in a smaller amount than the basic salary of an employee who does the same work on the employer's premises. Also, within the additional two paragraphs, the subsidiary application of the general provisions of the Labour Law in regard to this type of employment contract related to the schedule of working hours, overtime work, redistribution of working hours, night work, vacations and absences, and the right to rest during daily work, daily, weekly and annual leave was discerned. A special article within this category of work, considering the protection of the safety and health of employees, stipulates that the employer can contract only those jobs outside its premises that are not dangerous or harmful to the health of the employee and other persons and do not endanger the environment.

In addition to this modest legal framework, we can also mention the Guide for safe and healthy work from home, which was adopted by

the Directorate for Occupational Safety and Health of the Ministry of Labour, Employment, Veterans and Social Affairs in 2021. As stated in the introductory part of this act, the Guide was adopted to make it easier for employers and employees to work in the new situation caused by the COVID-19 pandemic. Thus, for employers who have provided work from home for their employees, this guide offers practical guidelines, such as the obligations and responsibilities of employers and employees, the conditions that the workplace, which is decided to be a workplace at home, should meet, the employer's care of the health of their employees, including mental health, risk assessment and monitoring of occupational safety and health of employees working from home, reporting injuries at work while working from home, etc.

Therefore, as stated in the previous sections, according to the author's opinion, the existing Serbian legislation is not adequate, complete, and precise, and it should be amended as soon as possible and adapted to the actual market conditions and capacities of this unique and progressive form of work.

5. Current situation and potential of this form of work: advantages and disadvantages

Work outside the employer's premises, which is increasingly used in many industries, gained importance, especially during the COVID-19 pandemic. Through appropriate measures and acts adopted by individual countries, this form of employment has evolved and gained an important role in the functioning and preservation of regular business and health protection.

At the beginning of the pandemic, during March 2020, almost all countries in the world introduced specific restrictive measures in order to suppress the spread of the disease caused by the coronavirus, which limited certain fundamental rights and freedoms of citizens. The field of work was not exempt.

In the Republic of Serbia, on March 15, 2020, a state of emergency was introduced based on the constitutional provision (Article 200 of the Constitution of the RS), which provides that due to public danger that

threatens the survival of the state or citizens, there is a possibility of deviating from certain guaranteed human and minority rights. Due to the impossibility of the National Assembly meeting at that time, the Government of the Republic of Serbia decided to declare a state of emergency, with a decree signed by the President of the Republic of Serbia. In that moment, the government adopted the Decision to declare the disease COVID-19 caused by the SARS-CoV-2 virus as an infectious disease, the prevention and suppression of which is of interest to the Republic of Serbia in order to prevent the occurrence, spread, and suppression of the infectious disease COVID-19 and to protect the population from this disease. According to this decision and its amendments, the measures prescribed by the Law on the Protection of the Population from Infectious Diseases, the Law on Health Care, the Law on Public Health, as well as other measures called upon by the nature of the disease were applied in accordance with the epidemiological situation. Considering the state of emergency introduced and the resulting circumstances, which imply the restriction of the movement of the population and thus the employees, employers were forced to shorten working hours, redistribute working hours, introduce work from home, or the worst option – to suspend work while the state of emergency is in force.

With the declaration of the state of emergency, the Government of the Republic of Serbia, with the co-signature of the President of the Republic of Serbia, passed the Decree on organizing the work of employers during the state of emergency, which regulates the special way of working and organization of work for employers on the territory of the Republic of Serbia during the state of emergency. This regulation introduced the employer's duty to enable employees to perform work outside the employer's premises (remote work and work from home) in all workplaces where it is possible to organize such work following the general act and employment contract. If these acts did not provide for such a way of working, in that case the employer could, by a decision, enable the employee to perform work outside the employer's premises if the organizational conditions allow it, with the fact that the decision had to contain the working hours and the method of supervising the employee's work. This by-law was transitional and a temporary solution, in the author's opinion, relatively modest and incomplete, and the main

shortcoming of this act can be specified as the failure to determine the essential elements of the work, such as procurement, installation, and maintenance of work equipment, reimbursement of the costs of using the Internet, telecommunication equipment, computer equipment, etc. Since it ceased to be valid after fifty-two days, there is no need for further elaboration of its content.

In the era of technological revolution and digitization of business systems, working relationships are indeed undergoing transformation and adaptation to new market requirements. Working from home and remote work are increasingly prevalent forms of work arrangement and employment. These are mostly jobs for which an adequate computer and a functional internet connection are necessary as the primary means of work.

Most often, as advantages of this type of work, economic reasons are mentioned, which are favourable for the employer, such as less (or complete absence of) expenses for the costs of office space, exemption from the obligation to pay transportation costs to and from work (travel expenses) and expenses for food of the employee. More significant are certainly the advantages of a personal and professional nature that relate to the employee himself. They concern greater autonomy in work (working hours, workspace, independence), easier management of family and professional obligations, saving time spent in transportation to work and home, the possibility of doing work in any place that suits the employee, freedom to wear whatever the employee wants during work etc.

On the other hand, working outside the employer's premises also entails certain deviations from the regular and usual work environment, which in some instances can be stimulating and motivating for the employee, but also favourable in terms of socialization, activism, and relaxation from family and personal problems. The negative consequences of this kind of work refer, first of all, to: reduced possibility of communication and socialization with other workers; feeling of loneliness and isolation which can affect the mental health of the workers; reduced ability of trade union action; absence of boundary between work environment and private life; absence of specific established working hours and rest time; security and protection of personal data and information about the worker during work on the network and platform etc.

Taking into account previously mentioned and the fact that this form of work is expanding and increasingly present in the sphere of labour relations, it is completely justified to expect that, as such, it deserves a normative framework that would in an adequate, contemporary, functional and practical way regulate and specify rights, obligations and responsibilities of the employee and the employer when working from home and working remotely.

6. Concluding remarks

Working outside the employer's premises saw a wide use in the actual sphere of work at the global level during the digital revolution. The still ongoing COVID-19 pandemic significantly affirmed its importance and role both in the performance of work tasks as well as in preserving collective health.

In the international legislation, this form of work is regulated and standardized as a flexible type of work within the unique and atypical categories of work-from-home or remote work. The Serbian legislator classifies work from home and remote work in the same category of work outside of the employer's premises, with the fact that it did not separately regulate each type of work. Instead, it contains mutual provisions on the content of the contract and general elements related to earnings, distribution of working time and vacations.

In view of the wide use and potential of these atypical forms of work, the author of this paper believes that the existing regulation is not adequate and that it deserves amendment. When the amendment takes place, all the advantages as well as potential dangers of this type of work should be taken into account, primarily in regard to protecting the rights of both employees and employers. Also, it would be essential to regulate the organization of work tasks and jobs, employees' health and safety, work tools and equipment, business expenses, and the like.

References:

- Council Directive 90/270/EEC of 29 May 1990 on the minimum safety and health requirements for work with display screen equipment, <https://eur-lex.europa.eu/eli/dir/1990/270/oj>, Accessed 15/10/ 2022
- International Labour Organization <https://www.ilo.org/global/about-the-ilo/lang--en/index.htm>, Accessed 14/10/2022
- Ivošević Z. (2019), *Radno pravo*, JP Službeni glasnik i Pravni fakultet Univerziteta Union u Beogradu.
- Home Work Convention, 1996 (No. 177) https://www.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100::NO:12100:P12100_ILO_CODE:-C177:NO, Accessed: 14/10/2022
- Minimum Wage-Fixing Machinery Convention, 1928 (No. 26) https://www.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100_ILO_CODE:C026 Accessed: 14/10/2022
- Kovačević LJ. (2013), *Pravna subordinacija u radnom odnosu i njene granice*, Pravni fakultet Univerziteta u Beogradu.
- Lubarda B. (2021), *Uvod u radno pravo*, Pravni fakultet Univerziteta u Beogradu
- Odluka o proglašenju bolesti COVID-19 izazvane virusom SARS-CoV-2 zaraznom bolešću, „Sl. glasnik RS“, br. 23/2020 i 24/2020 [Decision on declaring the disease COVID-19 caused by the SARS-CoV-2 virus as an infectious disease, *Official Gazette of the Republic of Serbia*, No. 23/2020 and 24/2020]
- Framework Agreement on Telework
- https://resourcecentre.etuc.org/sites/default/files/2020-09/Telework%202002_Framework%20Agreement%20-%20EN.pdf, Accessed: 15/10/2022
- Home Work Recommendation, 1996 (No. 184) https://www.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100_ILO_CODE:R184, Accessed: 15/10/2022
- Radović-Marković M., Radulović D., Đukanović B., (2021), *Rad (k)od kuće – ekonomski, pravni i socijalno-psihološki aspekti*, Izdavačka knjižarnica Zorana Stojanovića, Novi Sad.
- Rezultati ankete: frilenseri, problemi, potrebe i očekivanja [Survey Results: Freelancers – Issues, Needs, and Expectations], <https://uri.rs/2021/07/30/rezultati-ankete-frilenseri-problemi-potrebe-i-ocekivanja/>, Accessed: 12/10/2022
- Urdarević B., (2021), *Rad na daljinu kao specifičan način organizacije rada*, Pravni fakultet Univerziteta u Kragujevcu.

- Uredba o organizovanju rada poslodavaca za vreme vanrednog stanja, „Sl. glasnik RS“, br. 31/2020. [Decree on organizing the work of employers during a state of emergency, *Official Gazette of the Republic of Serbia*, No. 31/2020]
- Ustav Republike Srbije, „Sl. glasnik Republike Srbije“, br. 98/2006. [Constitution of the Republic of Serbia, *Official Gazette of the Republic of Serbia*, No. 98/2006]
- Vodič za bezbedan i zdrav rad od kuće [Work from Home Health and Safety Guidelines], <https://www.paragraf.rs/100pitanja/posao/vodic-za-bezbedan-i-zdrav-rad-od-kuce.html>, Accessed: 15/10/2022
- Zakon o radu, „Sl. glasnik RS“, br. 24/2005, 61/2005, 54/2009, 32/2013, 75/2014, 13/2017 – odluka US, 113/2017 i 95/2018 – autentično tumačenje [Labour Law, *Official Gazette of the Republic of Serbia*, No. 24/2005, 61/2005, 54/2009, 32/2013, 75/2014, 13/2017 – Constitutional Court Decision No. 113/2017 and 95/2018 – authentic interpretation]

RAD VAN PROSTORIJA POSLODAVCA KAO AKTUELNI OBLIK RADNOG ODNOSA

REZIME: U okviru rada analizirana je aktuelna vrsta radnog odnosa – rad od kuće i rad na daljinu, koji se, kao posebni oblici rada, obavljaju van prostorija poslodavca. Pored činjenice da je Zakon o radu Republike Srbije posebno uredio ovo pitanje još u izvornom obliku 2005. godine, globalni razvoj tržišta rada, posebno u uslovima još uvek aktuelne pandemije COVID-19, otvorio je mogućnost za ekspanziju ovog načina zaposlenja. Rad od kuće i rad na daljinu svakako predstavljaju vrste radnog odnosa koji su se pokazali ne samo kao ekonomični i efikasni načini realizacije zadataka i ostvarenja poslovnih ciljeva, već i kao oblici rada i uspešna mera prevencije zdravlja zaposlenih i članova njihove porodice u uslovima pandemije. Imajući u vidu prednosti i pogodnosti ove vrste radnog odnosa, kao i njegovu perspektivu kako u trenutnim, tako i u budućim poslovnim okolnostima, rad van prostorija poslodavca zaslužuje posebnu pažnju i veći prostor za naučnu i stručnu raspravu, pre svega u pogledu noveliranja i unapređenja.

KLJUČNE REČI: rad van prostorija poslodavca, rad od kuće, rad na daljinu, prava i obaveze zaposlenih i poslodavca.