ACAR&ERGÖNEN
ATTORNEY PARTNERSHIP

Maslak Mah. Eski Büyükdere Cad. No:7
Giz 2000 Plaza Kat: 17 34398 Sarıyer İstanbul
T: +90 (212) 358 07 00
F: +90 (212) 358 07 05
W: acarergonen.av.tr

Amendment to the Regulation on Remote Working: Contractual Certainty in Hybrid Working Arrangements

I. Introduction

The Regulation Amending the Regulation on Remote Working (the "**Amending Regulation**") was published in the Official Gazette dated 25 September 2026 and numbered 33381 and entered into force on the same date. The Amending Regulation introduced a second paragraph to Article 9, titled "Determination of Working Time", of the Regulation on Remote Working (the "**Regulation**"), which was issued pursuant to Article 14 of Labour Law No. 4857 (the "**Labour Law**") and published in the Official Gazette dated 10 March 2021 and numbered 31419. No transitional period has been provided for under the Amending Regulation.

The Amending Regulation expressly addresses the hybrid working model, under which an employee performs their work partly at the workplace and partly remotely. In this context, it has become mandatory to specify in the employment contract the days on which the employee will work at the workplace and remotely, as well as their working hours.

II. Legal and Practical Implications of the Amendment

1. Express Regulation of the Hybrid Working Model

Pursuant to the second paragraph added to Article 9 of the Regulation, *"The parties may agree that the employee shall perform part of their work at the workplace and part of it remotely. In such cases, the days on which the employee will work at the workplace and remotely, as well as their working hours, shall be specified in the employment contract."* This provision expressly regulates the working arrangement commonly referred to in practice as "hybrid working".

It should, however, be noted that hybrid working was already covered by the Regulation prior to the Amending Regulation, as Article 4(1)(b) of the Regulation defines a "remote worker" as "an employee who performs all or part of their work remotely". Accordingly, the principal innovation introduced by the amendment is not the recognition of hybrid working as a permissible arrangement, but rather the express

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requirement that the days on which work is to be performed at the workplace and remotely, together with working hours, be specified in the employment contract.

The new paragraph should be read in conjunction with the first paragraph of the same Article. Under that paragraph, the time periods and duration of remote work must be specified in the employment contract; the parties may agree to changes in working hours, subject to the limitations prescribed by applicable legislation; and overtime work may be performed upon the employer's written request and with the employee's consent. Furthermore, pursuant to Article 14 of the Labour Law and Article 5 of the Regulation, a remote working arrangement must be established in writing. Therefore, the days and hours applicable to hybrid working must also be set out in a written employment contract or a written protocol forming an annex thereto.

2. Specification of Workplace and Remote Working Days and Working Hours in the Employment Contract

The most significant implication of the new provision is that hybrid working arrangements may no longer be left solely to actual practice; rather, the relevant working days and hours must be expressly agreed upon in the employment contract.

The provision is considered important not only in enhancing the predictability of working arrangements between the parties, but also in preventing disputes concerning working days and hours.

With respect to flexible or rotating hybrid working models, which are commonly encountered in practice and are not tied to fixed days of the week, the wording of the provision requires working days to be "specified" in the employment contract. For such models, it is recommended that the contract establish, at a minimum, the number of days to be worked at the workplace and remotely within a given period, together with objective and predictable arrangements governing who will determine the relevant days, how far in advance they must be determined and the procedure to be followed. General provisions leaving the determination of working days entirely to the employer's discretion should be avoided.

Although the Regulation does not prescribe a separate sanction, non-compliance with the provisions governing remote working may give rise to an administrative fine for each employee pursuant to Article 99(1)(c) of the Labour Law. Furthermore, failure to specify working days and hours in the employment contract may give rise to evidentiary difficulties in potential disputes.

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3. Review of Existing Hybrid Working Arrangements

The Amending Regulation may necessitate a review of existing contractual arrangements, particularly for employers that already operate under a hybrid working model. Accordingly, it is important to assess whether the days on which employees are required to work at the workplace and remotely, as well as their working hours, are specified with sufficient clarity in existing employment contracts, remote working protocols or other written arrangements entered into between the parties. Where these matters are not sufficiently clearly defined, the necessary contractual amendments should be made.

However, documenting existing working arrangements in writing must be distinguished from making changes to existing working conditions. In circumstances such as reducing the number of days worked remotely, discontinuing remote working or otherwise changing working arrangements to the employee's detriment, the provisions of Article 22 of the Labour Law governing changes to working conditions may also need to be considered, depending on the circumstances of the particular case. In such circumstances, the employer must notify the employee of any material change in writing, and any change not accepted by the employee in writing within six working days will not be binding on the employee. Nevertheless, in our view, not every change in the allocation of working days should be regarded as a material change within the meaning of Article 22 of the Labour Law. Whether the change is temporary or permanent, whether it is based on an objective need and its actual impact on the employee should be assessed separately on a case-by-case basis.

In this regard, it should also be recalled that, pursuant to Article 14 of the Regulation, the conversion of an employment contract involving work performed at the workplace into a remote working contract is subject to mutual agreement between the employee and the employer. An employee who has transitioned to remote working may submit a written request to return to working at the workplace, which the employer is required to consider as a priority. However, where remote working is implemented throughout all or part of the workplace due to compelling reasons specified in the applicable legislation, the employee's request or consent is not required.

4. Implications for Working Time and Employer Obligations

The clear specification of working days and hours is important not only for the organisation of work, but also for monitoring working time and assessing overtime arrangements. Indeed, pursuant to Article 9(1) of the Regulation, overtime work may also be performed under remote working arrangements upon the employer's written request, with the employee's consent and in accordance with the applicable legislation.

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As actual working hours on remote working days may differ from those specified in the employment contract, it would also be advisable to establish a system for recording working time.

Furthermore, identifying the periods during which an employee works at the workplace and remotely may be relevant to the assessment of occupational health and safety obligations and legal issues arising from occupational accidents. Pursuant to Article 12 of the Regulation, the employer is also obliged, in respect of remote workers and taking into account the nature of the work performed, to provide information on occupational health and safety measures, deliver the necessary training, ensure health surveillance and take the necessary occupational safety measures in relation to the equipment provided by the employer. In determining whether an incident occurring during remote working constitutes an occupational accident within the meaning of Article 13 of Social Insurance and General Health Insurance Law No. 5510, it may also be relevant whether the incident occurred during the working days and hours specified in the employment contract. Accordingly, hybrid working arrangements should specify working days and hours in concrete and unambiguous terms, rather than relying on general wording.

5. Recommendations for Employers

In light of the Amending Regulation, employers are advised to consider the following:

- Reviewing the employment contracts and remote working protocols of employees currently working under a hybrid model to verify whether the days on which work is to be performed at the workplace and remotely, together with working hours, are specified with sufficient clarity;
- Preparing the necessary contractual amendments or supplementary protocols where deficiencies are identified in existing arrangements;
- Where a flexible or rotating working-day model is implemented, ensuring that the number of working days and the procedure for determining those days, including the authority to determine them and the applicable notice period and notification method, are objectively defined in the employment contract;
- Maintaining working time and overtime records covering remote working days and documenting occupational health and safety information and training covering the remote working environment;
- Complying with the written notification and acceptance procedure prescribed under Article 22 of the Labour Law where changes to the existing allocation of working days are contemplated to the employee's detriment; and
- Ensuring that the hybrid working model is aligned with the company's internal policies and practices.

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III. Conclusion

As the Amending Regulation entered into force on the date of its publication without providing for any transitional period, employers, particularly those already operating under a hybrid working model, are advised to carefully review their existing employment contracts and remote working arrangements in light of the new provision and to make the necessary contractual amendments where working days and hours have not been specified with sufficient clarity. In this context, particular importance should be attached to objectively defining in the employment contract the procedure for determining working days under flexible or rotating working-day models, ensuring that working time, overtime and occupational health and safety procedures also cover remote working days, and complying with the procedure prescribed under Article 22 of the Labour Law when making changes to the allocation of working days to the employee's detriment.

Av. Dr. Iur. Onur Ergönen, **Managing Partner**
Gamze Güngör Bulut, **Senior Associate**
Şule Karakuş, **Trainee Lawyer**