| Chapter 9 |

Hungary: Contracts in Labor Law

Nóra JAKAB

ABSTRACT

The employment contract and collective agreement have force if parties disclose this. Behind them is the freedom of individual and collective will. In fact, the new employment relationships reflect this autonomy and the desire for it. For me, examining the dogmatics of the employment contract is not a matter of adapting Anglo-Saxon solutions, but of looking for the key to a solution in our rich private law literature. Indeed, in the field of civil law, this individual self-government is widespread, whereby legal entities themselves create the law for life relationships not compellingly regulated by law, or for unregulated parts of them. In labor law, therefore, I believe that it is in the employment contract that the law-making power of individuals must be rediscovered, for which the principle of partnership is essential. And the collective agreement is the key to the fulfillment of this partnership.

KEYWORDS

codification, employment contract, collective agreement, atypical employment law, relationship between labor law and civil law

1. Introduction

The aim of this chapter is to provide an insight into the basics of Hungarian labor law by illuminating three areas. The main question of the first part is how the codification of labor law finally developed, has the regulation emphasizing the autonomy of the parties been strengthened? I considered it important to elaborate on this because the Hungarian labor law codification took place at the same time as the civil law codification, and in Hungarian discourse experts dealt in depth with the nature of the employment contract and the collective agreement and the connection of labor law with civil law. Examining the relationship between labor law and civil law raises the question of the contractual and legatory sources of labor law, as labor law regulation is approaching civil law rules in times of employment crisis. An employment contract can become a zealous source of breach of duty if the parties are able to flexibly shape the content of the legal relationship. The last three years have been defined by COVID, which also has an impact on the world of work. Here I consider it important to mention the granting of leave, breaks between work, wages, unpaid leave, absence

Jakab, N. (2022) 'Hungary: Contracts in Labor Law' in Jakab, N. (ed.) *Fundamentals of Labor Law in Central Europe.* Miskolc–Budapest: Central European Academic Publishing. pp. 205–226. https://doi.org/10.54171/2022.nj.fullce_10

at the initiative of the employee, unilateral imposition of a working time limit of up to twenty-four months, support for reduced working hours, vaccination obligations during emergencies. However, I am going to talk more about the differentiation of telework. There is a lot to read in the literature about the birth of atypical working relationships, and now with the proliferation of the home office, we are facing a regulatory dilemma. It is true that the regulation of atypical forms of work seems to be a never-ending activity, because if the legislature succeeds in setting the boundaries of the employment relationship, it is certain that an atypical new employment relationship will appear immediately, frustrating the newly created regulations.[1] Finally, I collected data to make collective bargaining coverage visible in Hungary.

2. Dogmatic Issues

As a result of the economic changes, a radical transformation of labor law was needed in Hungary, which, according to György Kiss, had to take place with a conceptual revision of civil law. Professor Vékás also believed that the comprehensive reform of the Mt. (Act I of 2012 on the Labor Code, furthermore, referred to as 'Labor Code' or 'Mt.') (including the continuous fulfillment of the requirements of European Community law) and the new Civil Code. (Act V of 2013 on the Civil Code, furthermore, referred to as 'Civil Code' or 'Ptk.') should be a mutually coordinated process.[2]

The question then is how did the codification of labor law finally develop? Has the regulation giving priority to the parties' autonomy become stronger?[3]

In the dogmatic placement of the labor law regulation, the solution prevailed was that the Civil Code does not refer in any way to an employment contract, a collective agreement, an employment agreement either in the general part of the obligation or in the special part of the obligation. The two codifications took place side by side. The Civil Code regulates the property and personal relationships between persons based on equality (Section 1:1), which is why a separate law regulates the employment relationships based on subordination and the individual and collective rules applicable to them.

At the same time, the sharp separation of the two regulations was resolved by the Labor Code, as the Labor Code changed the silence of the previous regulations and explicitly states the possibility of applying certain rules of the Civil Code. According to Section 31 of the Labor Code, for example, legal declarations, unless otherwise provided by law, are subject to the provisions of Ptk. listed in Mt. The rules that can be

1 Countouris, 2007, pp. 43–44.

2 Vékás, 2006, p. 393. On the 1992 Labor Code, György Kenderes wrote: 'Due to the starting point of the corporate model, the labor law regulation is too… employee-centric and in many places leaves little room for free agreement between the parties involved in the employment relationship; that is to say, it is in any event in breach of the principle of civil law, which emphasizes the autonomy of the parties' (Kenderes, 2001, p. 280).

3 For a change in the regulatory concept of the employment contract appearing during the Civil Code codification, see Prugberger and Kenderes, 2011, pp. 188–191; Prugberger, 2008, pp. 20–22.

utilized from the point of view of Mt. has been incorporated into the Mt. and the Civil Code is selectively considered as an underlying or additional legal act. Many labor law institutions have been given a strong civil law character (liability for damages: scope of control,[4] predictability[5]), and several civil law rules have been incorporated into the Introductory Provisions of the Labor Code. Thus, due to the nature of the main service that is the subject of the employment relationship, labor law is indeed a separate branch of law, a relatively independent law, part of private law within the legal system, with stronger civil law connections in Act I of 2012.

With all this, the codification of labor law took place in the way indicated by György Kenderes that the rules of Civil Code which can be utilized from the point of

4 As the employer's liability for damages has essentially been taken over by the Civil Code, it is worth examining what is meant by the scope of control in civil law matters. The concept of the scope of control is defined in the Civil Code. However, as the concept appears within the scope of responsibility, the approach to responsibility must emerge when exploring its meaning. The objective liability approach requires that the subjective assessment of the conduct should not be the basis for legal liability for the damage caused, but that the damaging facts cannot be separated from the 'person' of the offender. Thus, in the context of the conduct of the party in breach of contract, the scope of review draws attention to a relatively objective judgment, not closely to the conduct, but to a circumstance which may be linked to the breach of contract. It therefore requires an examination of whether the circumstance causing the damage falls outside the control of the person held liable. The scope of control roughly covers the group of circumstances over which the contractor may have influence, or at least can influence it. They are therefore outside the scope of control like natural disasters: earthquake, fire, epidemic, drought, frost damage, flood, windstorm, lightning, etc., as well as certain socio-political events: uprising, sabotage, war, revolution, traffic closure. In addition, certain state measures can be listed: import-export bans, embargo, boycott. However, organizational, or other disturbances in the breaches of the contract by the party in breach of contract, the conduct of the party's employees, difficulties in obtaining a market, etc., shall not be considered to be outside the scope of the control (Leszkoven, 2016, pp. 150–152). EBH2016. M.10. says: Ensuring the adequacy of the working method, work equipment, materials, number of employees and skills is the responsibility of the employer, so it has an influence on it. Exploring all this may be necessary to determine the scope of the audit [Labor Code, Section 166 (1), (2)] the Curia stated that the scope of the audit limits the employer's liability for damages to the extent in which it has the opportunity and obligation to take the necessary measures to prevent the damage. The scope of control should be understood as all objective facts and circumstances that the employer has had any opportunity to shape. There may be an overlap between the scope of control and the scope of operations, but the scope of operations may also include circumstances over which the employer has no indirect influence.

5 The Civil Code requires that a circumstance outside its control be unforeseeable at the time of the conclusion of the contract. Grosschmid calls this a branch of factual foresight. As a conjunctive condition, it is related to being outside the scope of control. It follows that proof of being outside the scope of the control does not result in a successful rescue if the harmful circumstance had to be foreseen and foreseen by the offending circumstance. Here, the yardstick is like the objectified form of expected conduct, since foreseeability is judged by the expected conduct of a reasonably prudent third party in place of the party in breach of contract. The same is true of the Curonian interpretation of the scope of control. (Vékás and Gárdos, 2014, p. 1536; Leszkoven, 2016, p. 152). Its obligation to reimburse is limited to that, which means a practical benefit of predictability (Farkas, 2009, pp. 189–203). If he could not have foreseen the occurrence of the damage event and the damage in any way, and of course outside the scope of control, he could be released from liability.

view of Mt. have been incorporated into the Mt. and the Civil Code was considered as an additional legal act.[6]

The above has the following consequences: due to the nature of the main service, which is the subject of the employment relationship, labor law is indeed a separate area of law within the legal system. However, the employment contract is governed by the principles of civil law contracts. Due to the special subject of the employment relationship, these principles appear more differentiated in the Labor Code. Because of the above, we can repeatedly feel that there is a duplication of regulation in the two codes, for example in the case of validity theory, which is a matter of legal theory and not law specific. In my opinion, however, the legal separation of labor law may justify the adoption of the full text of the civil legislation instead of the rule referring in the Labor Code. This is because there are always service-specific differences. At the same time, there has been no consistent separation of contractual institutions and public law provisions in labor law.

Further, I examine what changes can be seen as bringing labor and civil law regulations closer together:

ad1. From 1 July 2012, with the entry into force of the Mt. the general rules of conduct laid down in Ptk. have been applied in full, apart from the prohibition of abuse of rights. Thus, the Mt. does not contain a referring rule, but repeats the text of Civil Code with specific differences in labor law.
ad2. The legal declarations and the method of making legal declarations. contains several general rules of obligation of the Ptk., in Section 31 of the Mt. the provisions of the Civil Code apply to legal declarations. György Kiss's demand in 2000 for the incorporation of unilateral declarations into law and for the regulation of condition, representation and formality was fulfilled. However, the regulation of the institution of the offer and the binding nature of the offer, the preliminary contract and the general terms and conditions was not followed.[7]
ad3. In terms of validity, civil and labor law regulations are almost doubled.[8] Instead of the unconditional and conditional invalidity proposed in 2000, the category of nullity and voidability remains unchanged. The objective time limit for an appeal is six months instead of one year in civil law. The difference is thought-provoking. If we start from the specialty of the employment relationship and the situation of the parties, it would be that a one-year deadline would be justified. However, we can look at the issue differently: legal certainty requires the invalidity to be settled as soon as possible, yet the

6 See Prugberger and Jakab, 2014, pp. 477–485.
7 Problems arising from the lack of a pre-contract, see Kenderes, 2007, pp. 115–117; Rácz, 2008, pp. 681–692.
8 Tamás Prugberger considers the duplication unnecessary (Prugberger, 2001, pp. 172, 176).

shorter deadline can be seen as a risk to the employee, which is in line with the Western European regulatory process.
ad4. The employee is in a vulnerable position compared to the employer. This vulnerability means personal and economic dependence. In my opinion, this dependence is different in nature from that which binds the consumer to the economic entity, but by analogy *iuris*, both the employee and the consumer should enjoy similar protection.[9] Dependence can be explained not only by vulnerability but also by subordination. At the same time, the principle of subordination is constantly changing because of economic and social changes, and it would be appropriate to extend some or all of the labor law legislation to protect economically dependent workers in general. Economically dependent workers are those employed in the grey zone who are not personally dependent but are economically dependent. They are persons with a legal status like that of employees, for which provision was made in the draft Labor Code but was no longer included in the existing text. In my opinion, the change in the concept of subordination, the extension of the scope of atypical employment relationships, and the new provisions of the Labor Code is one of the signs that labor law is moving toward civil law.
ad5. The Mt. encourages the parties, including the employee, employer, union and works council, to negotiate with each other. This aims to freely determine the contractual terms and conditions and increases the contractual autonomy of the parties.

Act CCLII of 2013 brought to the fore one of the long-standing issues of Hungarian labor law. By amending the Mt., this law, among other things, designates the rules of the Civil Code that are also applicable in labor law. As a result of the amendment, such reference rules are contained in Sections 9, 31, 160, 177, 228–229, 286 of the Labor Code. Reviewing these rules, it can be concluded that they are provisions (mainly contract law) that can be applied without concern in labor law. A related problem is the scope of the General Provisions of Mt. These are the general rules of conduct—in part applying the rules of the Civil Code with the same content—mainly applicable to the individual employment relationship. The undoubted shortcoming of the Mt. is therefore that it does not clearly (specifically) apply the rules of civil law in collective labor law, particularly in the law of collective agreements. This necessarily raises the question of whether the rules of civil law apply (in particular) to collective agreements. In the absence of the relevant provisions of the Mt. according to Gyula Berke and György Kiss, this principle of labor law should be applied to collective agreements even after the entry into force of the Mt. The reason for this is that the Mt. does not contain any reference rules on this subject, in other words: the legislature, unlike the employment relationship, did not want

9 On the protection of the vulnerable party see Prugberger, 2006, pp. 72–83; Nádas, 2019, pp. 105–120.

to create a provision on this subject. On the other hand, a collective agreement, although it has a normative content, has (also) the characteristics of a contractual obligation. There is no doubt that the situation created by the entry into force of the Labor Code may pose several difficulties for the judiciary, since—similarly to the situation in the employment relationship under the 1992 Labor Code—the court will be forced to decide on a case-by-case basis whether the applicable civil law principle or rule is contrary to the principles of labor law in matters not regulated by the Labor Code.[10]

The special system of labor law norms in Hungarian law perfectly shows the way in which the legislature tries to strengthen the individual self-government of the parties in the labor law regulation, despite the existence of public law elements.[11]

The Mt. seems to be pursuing a policy of social policy based on the prominent role of the social partners and social dialogue, and employment policy objectives aimed at strengthening competitiveness and raising employment levels, or at least their dominance can be observed. Thus, Hungarian labor law has a market corrective and market stimulating function, going beyond the market restricting function defined by Deakin, i.e., the protection of dependent subject.[12] This is essentially in line with the changes also taking place in Europe. The subjects of labor law regulation are increasingly excluded from labor law protection,[13] they take mutual risks,[14] and thus the civil law regulatory nature of the labor law regulation is strengthened, the freedom of contract and decision of the parties comes to the fore, the parties

10 Berke and Kiss, 2015; Kiss, 2020.

11 I must refer to György Kiss's statement that labor law is a 'political barch of law,' a right of 'advances and retreats.' It can be seen from the above that the labor law literature of the last decade has determined the relative independence of labor law and its connection to civil law based on a double model.

12 See Deakin and Morris, 2012, pp. 30–37, 131–190.

13 A good example of this is that an employee redeems employment protection by purchasing a certain number of shares, as he or she is not entitled to severance pay and protection in the event of unlawful termination from the time of purchase. In fact, this regulation provides a minimum level of protection for an employee against other non-shareholder employees. Jobs are repeatedly offered to a job seeker in such a way that they can fill the position, but only as shareholder employees. Jeremias Prassl pointed out that no other category of workers was born with this regulation. Rather, the parties, by exercising their freedom of contract, contract themselves out of traditional employment and social protection. A high level of protection is directly proportional to subordination. Outsourcing also reduces subordination. Based on a presentation by Jeremias Prassl (Corpus Christi College, Oxford) at the November 2013 conference 'The Labor Code in the Light of International Labor Law'.

14 On mutual risks see Freedland and Countouris, 2011, pp. 439–440. The work of Freedland and Countouris is separate from the dichotomy previously used, notably from the binary model of those working in the subordination we also mentioned and the self-employed. It exceeds the summary works we have read so far in Hungarian, English and German. They begin to think completely differently about labor law, treat personal employment relationships as a unit and look at the employee himself for a lifetime, rather than at a particular point in time and in a particular legal system. They do not see the employment relationship as the starting point of any employment relationship, not as if a force were all drifting in and out of here.

move from a subordinate position to a more side-by-side (but not side-by-side) position.[15] The reduction in protection is in the spirit of mutual risk-taking, if we accept that the employer now has the means to determine working conditions. However, the limits to contractual freedom are imposed by the provisions of the cogens, the individual relative dispositive labor law rules, where deviations to the detriment of the employee are limited or unlimited, and the employment contract may deviate from the collective agreement only based on the welfare principle. *Freedom of contract is therefore also provided in labor law.* As defined in the Fundamental Law, everyone is free to choose their job and occupation freely. The parties have an effect on the shaping of the legal relationship, as pursuant to Section 43 (1) of the Labor Code, the employment contract may deviate from the individual employment law rules and the employment relationship rule in favor of the employee, unless otherwise provided by law. According to (2), the derogation must be assessed by comparing the interrelated provisions. The *different agreement* stipulated in the Mt. contains when the agreement of the parties may not deviate from the provisions of the Labor Code.[16] According to the commentary, interdependent provisions are to be understood as rules or elements of an agreement having the same purpose (the raisin principle—*Rosienentheorie*—does not apply, as is the case in judicial practice). However, the limits of the freedom of contract are the mandatory provisions, the individual relative dispositive labor law rules, when it is possible to deviate to the detriment of the employee with limited or no restrictions, or to deviate from the collective agreement only based on the welfare principle.[17] According to Section 13 of the Labor Code, the basic sources of labor law are the rules on employment: the law (law, exceptionally and additionally a government decree, possibly a ministerial decree), the collective agreement and the works agreement, as well as the binding decision of the conciliation committee as provided for in Section 293. The three normative parts of the latter are employment relationship rules:

15 Tamás Prugberger described the escape from long-term business and agency contracts as circumvention of social security rules and labor law social rule. Prugberger, 2014, pp. 65, 70–71. Tamás Gyulavári is of the same opinion: 'There are two reasons for the spread of sham civil law contracts: on the one hand, the circumvention of labor law rules and thus the reduction of indirect costs, on the other hand, the exploitation of lower tax and contribution burdens. minimizing expenses. As the former is the essence of labor law, the costs of labor law inevitably arise from the application of even the lowest level of labor law' (Gyulavári, 2014, p. 59).

16 It is important to emphasize that Section 43 (1) of the Labor Code only stipulates the relationship of the employment contract to the employment rule. However, a higher source of labor law may change the rights and obligations related to the employment relationship not explicitly stipulated in the employment contract to the detriment of the employee. The employment relationship, at least the non-contractual parts thereof, may be modified by a higher-ranking source of collective labor law to the detriment of the employee. In practice, this legal principle is also expressed in such a way that the principle of 'acquired rights' does not apply in the employment relationship, ie the employment rule may change the employment relationship to the detriment of the employee (collective agreement and employment agreement—by definition—only within legal limit (Berke and Kiss, 2015; Nádas, 2019, pp. 105–120).

17 Gyulavári, 2014, pp. 59–60.

- Quasilegal norms for employment relationships: a collective agreement, which is created on a consensual basis like a private contract, but has the force of law, i.e., it has a dual legal nature.
- Works agreement: an agreement between a works council and an employer which may contain a rule on the employment relationship if the employer is not covered by a collective agreement concluded by the works council or if the employer does not have a trade union entitled to conclude a collective agreement.
- A binding decision of a conciliation committee, regulated by Section 293 of the Labor Code: the employer and the works council or the trade union may agree in writing in advance to submit to the decision of the committee. In this case, the decision of the committee is binding. In the event of a tied vote, the chairperson shall have a casting vote.

György Kiss emphasizes that the content of the employment contract depends solely on the agreement of the parties to the contract (legal fact), while its legal effect and the employment relationship are influenced by several factors. These are the most legal sources of law. That is, we see that there are differences in the content of the employment contract and the employment relationship: the employment contract changes according to the economic environment, while the content of the employment relationship is generally constant. It would be important to treat the legal fact and the legal effect in unity. According to Tamás Prugberger, a contract is a legal norm in a narrow context, while a regulation within an organization is a legal norm in a broader context, while a public legal norm emanating from a public authority is a statutory norm. However, the distinction between legal norms cannot be treated rigidly. In his view, an employment contract is a source of law within a limited scope, i.e., between the parties, in the substantive sense.[18]

It can be seen, therefore, that the employment contract has the potential to expand individual self-government, making it flexible in line with economic changes. However, the prevailing view of labor law is that the employment contract is not a source of law. The employment contract, although it feeds the employment relationship itself, is not a rule on employment relationship because it contains rights and obligations for two parties.[19] The employer's regulations are also not a rule of employment, although various unilateral legal acts of the employer are playing an increasingly important role in the employment law literature. After all, these are becoming increasingly important in practice: within this, there are regulatory (normative) legal declarations and individual legal declarations.[20]

However, György Kiss approaches the issue differently: the legal source system of labor law is characteristically different from that of other branches of law due to the distinct legal nature of certain legal source elements. Perhaps the most characteristic

18 Kiss, 2017, p. 270; Prugberger, 2006, pp. 158–163.
19 Gyulavári, 2014, p. 53.
20 Kiss, 2017, p. 269.

feature of the labor law source system is the duality of sources. He distinguishes between the most general and contractual sources of law (collective agreements: collective agreement and works agreement). Due to the normative content of the collective agreement, it could be part of the legal system of legal sources, but on a dogmatic basis it is not, and its relation to the legal norm is derived from the general validity of the agreements. At the top of the contractual hierarchy in European labor law is the individual employment contract. The employment contract may not contain any less favorable terms for the employee than those contained in the collective agreement. This is welfare principle (*Günstigkeitsprinzip*).[21] That is, the employment contract is also a source of law: a contractual source of law.

What does it mean for us that an employment contract is a contractual legal source? Here I quote László Kelemen's reflection on obligation and contract:

> In its nature, the obligation is a dynamic and organic phenomenon, directed to the attainment of a definite end, to the production of some future change, and once it has fulfilled this function, it ceases to exist as if it had never existed. In contrast to rights in rem, which are reborn immediately after their termination and therefore appear to have a continuous existence, it appears to be a short-lived, transient phenomenon with a beginning, an end and a life span comprising various moments, just like living beings. It gives rise to a whole new set of subject rights which never existed before and which cannot exist without it, and to persons who previously had no legal relationship of any kind, who enter into a close relationship with each other, usually not only one with the other, but both of them, in a relationship which is mutually exclusive, and from which—in certain respects, notably in contrast to dispositive legislation—rights and obligations stronger than the law are created. This phenomenon is called the formation of obligations, of which the contract is the most abundantly fervent source.[22]

According to László Kelemen, the contract is thus *lex contractus, a real source of law,* when the substantive law enables the human private apparatus to legislate.[23] In

21 Kiss, 2017, pp. 268–269.

22 Kelemen, 1941, pp. 7–8.

23 Kelemen, 1941, p. 8. 'Among the sources shaping the employment relationship, the right of individual instruction (*Weisungsrecht*) deriving from the employer's right to manage (*Direktionsrecht*) and the collectively addressed norms (*Verhaltensnormen*) developed unilaterally by the employer rank low in the legal facts shaping the content of the employment relationship. In this ranking, the employment contract comes first, ahead of the collective agreement. at the same time, this means that in the system of sources of law of labor law and in the structure of the legal facts that shape the content of the employment relationship, the employment contract is the most important limitation of the non-contractual means of formation. consequently, the richness of the content of the employment contract and the way in which the contractual conditions are defined in the contract fundamentally determine the framework for the external shaping of the employment relationship, which is a long-term legal relationship involving several uncertainties.' See Kiss, 2014. p. 50.

the field of civil law, this individual self-government is indeed widespread,[24] in the framework of which legal entities themselves create the right to life relationships not regulated by law or to unorganized parts thereof. In the field of labor law, the law-making power of individuals must be rediscovered in the employment contract, for which the principle of partnership is essential. Section 13 of the Labor Code also establishes a hierarchy of rules governing the employment relationship, which hierarchy is broken by the principle of a rule more favorable to the employee, which in civil law means clausually cogent and clausibly dispositive rules. At the same time, the regulatory technique of the Labor Code clearly demonstrates respect for the principle of freedom of contract and the promotion of individual self-government. Proof of this is that the Labor Code has made absolute dispositivity the main rule compared to the relative dispositive rule of the old Mt. Part II of Mt. (individual labor law) is relatively dispositive regarding the employment contract. The parties may otherwise agree on any matter which is not a mandatory provision. According to the commentary, this solution considers the traditional feature of the world of work, where there is no equilibrium between the parties at the level of individual agreements, which is the legal policy reason for the rule of disposition in the traditional system of private law. Regarding the employment contract, therefore, the Mt. and the collective agreement set minimum standards from which the agreement of the parties may deviate in a positive direction in favor of the employee. Part II (individual labor law) and III (collective labor law) of the Labor Code is dispositive about the collective agreement. Deviation to the detriment of the employee is possible if permitted by the Mt. The aim is to increase the role of the collective agreement as a source of contractual law.[25] The same is the case for a normative agreement of the work council. An exception to this is wage bargaining, i.e., the remuneration of work. Deviations can only be made if the derogation is expressly permitted by law. One-sided deviation, relative dispositivity (claudication cogency) is also common when it is only possible to deviate in favor of the employee. The rules for liability for damages are typically such. Limited bilateral dispositivity, to the detriment of the employee, allows only a certain degree of deviation. Extraordinary working hours are limited to 250 hours per year, from which a collective agreement may deviate, but may not exceed 300 hours per year. Exceptions to the general rule of absolute dispositivity can be found under the heading Derogation agreement at the end of each chapter.[26]

It can be seen, therefore, that the regulatory technique of the Labor Code provides an opportunity for the principle of freedom of contract to prevail in labor law, even

24 Kelemen, 1941, p. 8.

25 'The idea of coalition freedom at the level of fundamental rights has meant the emergence of a new quality of contractual entity in a private law approach, and with the development of technology, in some areas even without it, due to the nature of the work itself, collective performance has come to the fore or has become exclusive, and collective rights have emerged' (Kiss, 2014, p. 45).

26 Gyulavári, 2014, p. 57.

if the protection of the weaker party forces the legislature to enact mandatory and public law rules.

An examination of the relationship between labor law and civil law raises the distinction between the contractual and the most latent sources of labor law, as labor law regulation is moving closer to civil law rules in times of employment crisis. And the employment contract can become a fervent source of commitment if the parties have the flexibility to shape the content of the legal relationship. Accordingly, the aim is to change the content of the employment contract and the employment relationship according to the economic environment. This is how the legal fact and the legal effect are treated in unity.

According to Section 34 (1) of the Labor Code: An employee is a natural person who performs work based on an employment contract. Section 42 (1) sets out the concept of employment and (2) the actual content of the employment contract: The employment relationship is established by an employment contract. (2) Pursuant to the employment contract, a) the employee is obliged to perform work under the direction of the employer, b) the employer is obliged to employ the employee and pay wages.

Based on the above, Hungarian legal policy is based on the dual model, i.e., work performed based on an employment contract, including personal and economic dependence, is what remains within the framework of labor law. It is important in the drafting of the concept of a person having a status like that of an employee, the demarcation would have been the absence of personal dependence.[27] The lack of personal and economic dependence belongs to the field of self-employment, which, as Tamás Gyulavári[28] and Bernadett Szekeres[29] point out, has no definition in Hungarian law. The Labor Code has also included under the concept of employee legal relationships with a low level of personal dependence, such as teleworking and subcontracting. It follows that a minimum level of personal dependence already justifies extending the personal scope of labor law.

In addition, the Hungarian legislation brought incapacitated employees within the definition of an employee. This was in fact an attempt to normalize the economic dependency of workers and sham contracts. The legal policy intention is the right one, but the legislature has lost its way, because, in my opinion, the employment of incapacitated workers can be achieved within the framework of a much more thoughtful regulation.[30]

27 See Szekeres, 2018c, pp. 128–144; Szekeres, 2018a, pp. 439–450; Szekeres, 2017, pp. 561–569.

28 Gyulavári, 2014, pp. 9–10.

29 See Szekeres, 2018d; Szekeres, 2018b, pp. 24–31.

30 The Constitutional Court ruled in Resolution of 39/2011. (V. 31) that the Parliament had implemented unconstitutionality by failing to create the legal conditions and guarantees for the employment of incapacitated adults based on employment or other legal relationships. The Constitutional Court therefore called on the National Assembly to fulfill its legislative task by 31 December 2011. 'The National Assembly can fulfill its legislative task in several ways....But it can also choose—as it has not entered into force Act CXX of 2009 on the Civil Code. It was stated in the law—that the regulation provides the courts with the possibility to decide during the custody to determine on a case-by-case basis: whether the given person may establish an employment

The concept of a person with a status like that of an employee in the Draft has moved strategically toward the *tertium genus*. I agree with György Kiss that in the future it will be the task of labor law to define the legal basis of employee dependency and, separately, to define the criteria of dependency of a person with a similar legal status as an employee.[31]

The regulatory technique and strategy of the Labor Code was clearly to try to include as many previously unnamed personal employment relationships as possible, so that fixed-term, part-time or temporary workers could enjoy employment and social protection in connection with the employment contract.[32] Thus, a rather common regulatory technique for dealing with emerging employment relationships was chosen by the Hungarian legislature, ie. it sought to classify new phenomena under the category of employment contract or service contract based on the dual model. It is here that the transformation of working conditions from precarious to secure employment is most noticeable. This was accompanied by the fight against undeclared work, which led to the creation of Regulation 7001/2005. (MK 170.) FMM-PM joint directive on the aspects to be considered when classifying the contracts on which the work is based[33], however, it was repealed by the Act of CXXX of 2010 before the entry into force of the Mt. in Section 47 with effect from 1 January 2011.[34] In addition, the way in

relationship or other legal relationship for work and under what conditions....The employment and occupational safety aspects of persons who are incapacitated shall be considered when enabling incapacitated persons to take up employment, which shall require special rules for persons with a total and permanent lack of foresight [guarantee that] employers will not abuse employment provided under an employment relationship or a special employment contract specified by law....[Guarantees] the conditions for the establishment (and other performance) of the employment relationship as regards the mandatory elements of the contract.'
An incapacitated employee, as a type of employment relationship, is listed as a foreign body in Chapter XV of the Labor Code. The employment of an incapacitated employee is conceivable in a regulatory system, the creation of which is not the task of labor law regulation. There is no question of rehabilitating an incapacitated employee, training them, assisting them in the workplace, and supporting them in making legal statements.

31 See Kiss, 2013, p. 13.

32 György Kiss sees this as a source of danger that labor law is increasingly drifting toward civil law, and in the quality of legal relationships others. Kiss, 2006, p. 273; Kiss, 2005, p. 95.

33 Qualification marks, in my opinion, indicate the elements of personal and economic dependence, whereas the elements of dependence under labor law either do not appear or appear more nuanced in the case of employment relationships covered by civil law. There is no personal dependency and the recipient's right to instruct and control the subject matter of the service is limited. However, economic dependence is also conceivable in civil cases.

34 Tamás Gyulavári proposes the following weighting of the primary and secondary rating marks in terms of rating: 'We recommend the use of the following primary criteria, partly changing the previous case-based system of rating marks: a) subordination, a wide range of employer management, instruction and control rights; (b) an obligation to work in person; (c) payment of wages; (d) regular performance of the tasks assigned to the job; e) the employer's obligation to employ and the employee's availability. In comparison, the secondary marks are: (a) determination of working time; (b) place of work; (c) the use of the employer's work equipment and raw materials; (d) to ensure safe and healthy working conditions....The central question is whether the primary and secondary tickets, in their entirety, support the existence of the degree of subordination and personal dependence necessary for the establishment of the

which the Labor Code leaves working conditions precarious and unregulated can be observed. Full employment and social protection apply to those in the labor market who work under conditions based on personal and economic dependence. Judicial practice, similar to German and British practice, can interpret the content elements of an employment relationship through legal cases and open up to the gray zone in it. This may be one way of moving forward with Hungarian labor law. After all, economically dependent workers are currently excluded from the scope of employment law institutions by these criteria.

This was also the case with the concept of a person with a similar status to a grey zone worker. The technique used in Italian and German law to recognize the third type of workers, those belonging to the grey zone (*arbeitnehmerähnliche Person, parasubordinati, co.co.co., co.co.pro.*) was included in the drafting of the new Labor Code. The codifiers were, of course, aware of the importance of the regulation, trying to extend labor and social protection, but this was not acknowledged in the final text. In fact, it was a political decision, as was the fact that the Labor Code included quite several personal employment relationships in chapter XV of the Labor Code. In addition to fixed-term and various forms of part-time employment, teleworking, employment, simplified employment, employment with a public employer, a managerial employee, temporary agency work and incapacitated employees are also included in the protection scheme. Each of these employment relationships defines itself in relation to the general rules of the employment contract, highlighting the differences from typical employment under a normal employment contract in the content of the employment contract, instructions, supervision, cost bearing, remuneration, etc.

What can we say about the protective nature of Hungarian labor law?

The regulation is a risk transfer to the worker. Let us assume for a moment that the employee in this individualized world is prepared to make use of the contractual freedom conferred on him. He has the right to help shape the content of the employment relationship. I find the special system of norms and the hierarchy of norms of the Labor Code appropriate for this. In my opinion, the labor law regulation has responded to the changes in economic and social life, in the labor market, by emphasizing the principle of partnerships. Quoting György Kenderes: 'The reduction of cogency has positive effects,' although he did not write this in the context of risk

employment relationship' (Gyulavári, 2014, p. 5). Original order of rating marks: primary rating marks: nature of activity, job definition as job; the obligation to work in person; employment obligation on the part of the employer, availability of the employee; subordination. Secondary rating marks: the right to direct, instruct and control; determining the duration of work, the schedule of working hours; place of work; remuneration for work performed; use of the employer's work equipment, resources, and raw materials; ensuring safe working conditions that do not endanger health; literacy. See Bankó, 2010, p. 185. Wage payment and the obligation of employment and availability can be considered as real, essential elements of the employment relationship. The right of command, command and control was the unspecific specificity of the difference resulting from sub-order, which was originally considered unreasonable. In fact, Tamás Prugberger and György Kenderes suggested the inclusion of the above content criteria in the general part of the obligation of the Civil Code. Kenderes and Prugberger, 2001, pp. 113.

placement. However, he did not see the rigid labor law rules as a way forward, and proposed a reasonable relaxation of them.[35]

At the same time, the fairness of risk-taking is determined by the extent to which human rights are upheld in a state governed by the rule of law, and the extent to which basic protection based on human dignity, equality and autonomy permeates the regulation of a social and labor market program. I believe that the new legislation in the Labor Code has placed employees at risk. All this was sharply criticized by Tamás Prugberger.[36] And indeed, labor law protection institutions should not be abandoned; this is what provides stability for employees in times of changes. At the same time, it is not possible to make labor law regulations rigid with overly protective rules, because then employers will choose other forms of employment. That is why I consider the rules undermining workers' rights to be fundamentally risk-averse, which can only be achieved with human rights guarantees.

On the question of how the relationship between individual and collective labor law develops, my position can be summarized as follows.

Indeed, the collective labor law rules, due to the superiority of the employer and the imbalance between the parties, serve to make the obligation between the employer and the employee more syntagmatic and to set limits on the employer's power, even though the rules on industrial relationships institutions are mandatory. In the case of individual labor law rules, the collective agreement may establish a stricter rule than that laid down in the Mt., unless bilateral disposition is achieved. For example, a collective agreement provides that up to three hundred hours of extraordinary working time per year may be ordered.[37] The works council has been given a primary role in the Labor Relationships section of the Labor Code, which clearly means the strengthening of partnerships, as the works council is about cooperation between the employer and the employees and participation in the employer's decisions. The foundations of partnerships, as well as working relationships, are defined by general behavioral requirements. I see the principles set out here as an umbrella whose shadow casts on all working relationships. Information and good faith play a key role in contractual relationships.

3. Current Issues

The last three years have been defined by COVID, which also has an impact on the world of work. [38] Here I consider it important to mention some areas which have been affected: the granting of leave, breaks between work, wages, unpaid leave, absence at the initiative of the employee, unilateral imposition of a working time limit of up

35 See Kenderes, 2001, p. 299; Kenderes, 2007, pp. 210–216.
36 Prugberger, 2001, p. 174.
37 See Section 277 (2) of the Labor Code: 'Unless otherwise provided, a collective agreement may deviate from the provisions of Parts Two and Three of the Labor Code.'
38 Board of the Hungarian Labor Law Society, Editorial Board of the Labor Law Journal, 2020.

to twenty-four months, support for reduced working hours, vaccination obligations during emergencies. However, I rather highlight the differentiation of telework in more detail. It was necessary to regulate the home office at the legal level, as most Hungarian experts also had the opposite opinion about its essential elements. [39] This debate was concluded by the legislature in Case T / 17671. Since the bill on certain regulatory issues related to the emergency situation, the new regulation on teleworking, i.e., Act CXXX of 2021 on Certain Regulatory Issues Related to the Emergency (hereinafter: the Act), amends the rules of the Mt. on telework with effect from the end of the emergency. The new regulations are as follows:

> Section 196 (1) In the case of telework, the employee shall perform the work for a part or all of the working time in a place separate from the employer's premises.
> (2) The employment contract shall stipulate the employment of the employee in the framework of teleworking.
> (3) Unless otherwise agreed during teleworking
> (a) the employer's right of instruction extends to the definition of the tasks to be performed by the employee,
> b) the employer exercises his right of control remotely using a computer device,
> (c) the employee works at the employer's premises for a maximum of one third of the working days in the year in question, and
> (d) the employer ensures that the worker can enter his territory and maintain contact with another worker.
> (4) If the employer exercises the right of inspection at the place of telework, the inspection shall not impose a disproportionate burden on the employee or on another person using the property serving as the place of telework.
> (5) The employer shall provide the teleworker with all information provided to another employee.

In Szekeres Bernadett's[40] analysis, we read that the legislature has broadened the category of teleworking: in addition to the previous mainly regular work done remotely, teleworking also includes the case where the employee spends only part of the working time away from the employer's premises. Accordingly, it is very important for an employee to work part-time at the employer's part of his or her working time. In our opinion, this has transformed the essence of teleworking, as so far teleworking has served as an independent atypical category of legal relationships, but because of this modification, belongs to its construction. It should be emphasized

39 Pál, 2018, pp. 56–59; Czirók and Nyerges, 2018, pp. 40–46; Bankó et al., 2021, paras. 196–197; Molnár, 2020, pp. 38–46; Kártyás et al., 2020; Venczel-Szakó et al., 2021, pp. 73–86; Herdon and Rab, 2021, pp. 59–82.
40 See Szekeres, 2022, in press.

that the legislation does not specify a mandatory ratio between on-site and remote work for a given legal relationship to qualify as telework, the law contains only one background rule that can be circumvented by consensus of the parties. According to this, if the parties stipulate in the employment contract that the employment relationship in question has been established for teleworking in accordance with para. 2, they may freely adjust the proportion of time spent working away and at the site in the absence of a provision. If this is not the case, para. 3 (c) applies only, according to which the employee may spend no more than one-third of his or her working time on-site. Accordingly, the employer may only instruct the employee to work in an office for a maximum of one-third of the working time, but if the parties wish otherwise, the law allows this. This freedom would allow either overwhelming office work or even the rare occurrence of teleworking in the context of an atypical telework relationship. However, in our opinion, this freedom destroys the stability of the hitherto independent atypical legal institution, as it also puts hybrid work within its framework, even though the legal consequences of telework are specifically in a situation where there is no place for regular office work. The previously regulated legal consequences of telework will generate more controversy when applying to hybrid work than limiting the scope of employer instruction, as it has been specifically developed for the distance between the two parties. In practice, for example, it can also lead to tension between employees if the employer can exercise close control, supervision, and instruction about employees working in the same position in the office. Among the many other issues, it can also be pointed out that the background norm that the work schedule of a teleworker is not binding, unless otherwise agreed by the parties, disappears from the regulation. The casual work schedule for telework is fully appropriate and follows the essential features of telework. According to the amending act, however, if the parties fail to rule on this issue, the non-binding rules of procedure shall prevail. This can have particularly serious consequences for the remuneration of extraordinary work that may be incurred while working remotely, even from home. It should also be mentioned that the new regulation still does not explicitly provide for the home office, as it approaches it from a distance, from the perspective of hybrid work, and places it under the umbrella of telework. Related to this is the fact that, due to several practical difficulties, employers often enter into agreements with employees to employ them remotely, but the legal consequences and rules of telework are applied only when the employee works remotely, and traditional rules apply to time spent in the office. Thus, among other things, the traditional rights of command and control of the employer apply. Based on the above lines, the practice with this hybrid system of legal consequences tries to circumvent what is caused by the current regulations, i.e., the integration of hybrid work into telework. It is not clear whether the subjects of an employment relationship can establish a telework relationship whose rules depend on where the employee is doing his or her work. This issue may give rise to more controversy, but at the same time this practical need is understandable, as highlighted above, the application of telework rules to clerical work can lead to several contradictions. We must not forget, however, that this kind

of (practical and legislative) approach runs counter to the separate entity of teleworking, being a separate, *sui generis* atypical employment relationship. With this broad aspect, teleworking can still not be maintained as a separate, separable atypical legal relationship. Continuous changes, new practical problems, and unforeseen technological advances all point to the need to re-examine telework from both a domestic and an international, EU perspective to be able to apply it to hybrid conditions without internal contradiction.[41]

In the case of occupational safety for teleworking, Section 86 of Act XCIII of 1993 on occupational safety[42] shall apply. These rules do not allow an exception to the general rules for an employer-run job. Due to the introduction of home office during the first wave of the pandemic, the question arose as to the extent to which these requirements should apply. Two different opinions emerged.[43] According to the first, they apply only to workplaces set up and operated by the employer to provide workplaces for several workers. According to them, occupational safety and health should be specifically implemented in situations that exist in the longer term, such as teleworking. Thus, it is not justified to apply all regulations to temporary work such as working from home. These obligations are limited to a limited number. Such can be the use of a laptop, which is a necessary tool for work. In this respect, the employer must act in such a way that he carries out the necessary risk analyses as if he were carrying out his workplace. In addition, the employer is obliged to provide information. These include calling for, preventing, or eliminating hazards at work, and working to create a safe and healthy work environment. The employee must be aware of the contents of the information. This view also reflects the sudden situation, as it considers that due to the shortness of time, the employer does not have the opportunity to establish the conditions for working from home or the system of control. According to the other view, since there is no substantive difference in terms of content between working from home and working remotely, the same rules on health and safety apply to both works.

4. Data

According to the electronic register of collective agreements, 5,176 collective agreements are registered in Hungary, of which 396 are fixed-term collective agreements.[44]

At present (based on pre-2012 data still available), a total of around 880,000–900,000 workers are covered by collective agreements in Hungary. This coverage is less than a third of the total number of employees concerned. Of these, 650,000 workers are covered by single-employer collective agreements (20–22%), 78,000

41 See the work of Bernadett Szekeres on this.
42 Act XCIII. of 1993 Chapter VII/A on occupational safety and health. Section 86/A shall apply to different occupational safety rules for teleworking.
43 Board of the Hungarian Labor Law Society and Editorial Board of the Labor Law Journal, 2020.
44 See the data in the Industrial Relationships Information System at the following website: http://www.mkir.gov.hu/ (Accessed: 5 May 2022).

by multi-employer collective agreements (2–3%), 135,000 by collective agreements concluded by an employer representative body (4–5%), while 230,000 are covered by extended collective agreements (8–9%). In the latter, the average increase in coverage from extension is only 5–7%. In terms of coverage of single-employer collective agreements, the energy, water supply, transportation, postal mail, and telecommunications sectors are outstanding. Almost 90% of workers in these sectors are covered by collective agreements. The sectors with the lowest coverage are construction (around 5%), trade (15%), repair of transport equipment (15%), accommodation services (10%), wood, paper, and printing (19–20%). Almost half of the workers (35–55%) are covered by collective agreements in textiles, clothing, leather, oil, rubber, financial activities, mining, education, and health. The same proportions are also found for other types of collective agreements (multi-employer, employers' representative body, etc.), albeit to a much lesser extent, in the following sectors of the economy.[45] In practice, the implementation of extended collective agreements is negligible, '[the] institution of extension has been recognized in the Labor Code since 1992, and post-2002 labor policy has also expressed its receptiveness to extension proposals, but only a few sectors have so far reached the stage of an extension decision.' These are the electricity industry, the baking industry, the catering industry and, more recently, the construction industry. 'With the extension in the construction sector, the impact of the extensions on collective bargaining coverage has increased significantly: from 2.4% in the past, the number of workers whose wages and working conditions are covered by collective agreements has now increased by 6%.'[46]

What is thought-provoking is the high number of collective agreements of indefinite duration. If the parties conclude a collective agreement with each other for an indefinite period, the legal relationship between them will be emptied and they will not be motivated to conclude another collective agreement. Single-employer collective agreements typically occur in the field of public services. There is an increasing number of multi-employer employment relationships, in which it is usually difficult to find the party (either on the employer or employee side) who is entitled to negotiate, in accordance with the principle of the bargaining unit. We have little information about these in Hungary. The willingness to expand also shows the strength of the collective consciousness in our country. The question is whether, and to what extent, the parties intend to raise it to a higher level in terms of the outcome of lower-level agreements. However, this requires organization. This is not strong in Hungary.

45 Szabó, 2015, pp, 21–22.
46 Szabó, 2015, pp. 32–33.

5. Closing Remarks

In the evolutionary development of labor law, the private law character of labor law has disappeared, then revived and strengthened. After all, in the changed economic and social environment, it was impossible to keep the employment relationship within the framework of private law, it was necessary to infiltrate elements of public law. However, this does not mean the separation of labor law from private law. In the relationship between labor law and private law, we can observe first self-identity, then a kind of distancing, and finally a rapprochement. Globalization, the change in the nature of work, and the increased role of the individual can be said to simultaneously, reinforcing each other, pushing the boundaries of national and thus Hungarian labor law regulations.

The fundamental value of labor law is that it provides security in the economic sense and thus creates predictability: on the one hand, with rules to protect the employee from the inside, and by building a social network on the outside if the employee is unable to work in a disturbed situation. In 1998, the ILO set out the fundamental rights that all states must respect: (a) the freedom of association and the effective recognition of the right to collective bargaining; (b) the elimination of all forms of forced and compulsory labor; (c) the effective abolition of child labor; and (d) the elimination of discrimination in respect of employment and occupation. These rights should apply as fundamental rules of the game, regardless of the playing field. Security is therefore also about upholding core values within labor law.

Examining the basics of Hungarian labor law, I presented the system of the Labor Code and its connection to civil law rules. In the differentiation of telework, the need for protection and flexibility arises at the same time, the regulation of which is a challenge for the legislature. The power inherent in an employment contract to shape the employment relationship of the parties is typically not found in a traditional employment relationship. And the statistics on collective bargaining show that the parties have only limited use of the possibility of partnerships in the Labor Code.

Bibilography

The Board of the Hungarian Labour Law Society, the Editorial Board of the Labour Law Journal (2020) *Summary of the application of certain labour law rules 40/2020 (III. 11.) during the period of emergency ordered by Government* [Online]. Available at: https://munkajogilap.hu/osszefoglalo-egyes-munkajogi-szabalyok-alkalmazasarol-a-veszelyhelyzet-kihirdeteserol-szolo-40-2020-iii-11-korm-rendelet-altal-elrendelt-veszelyhelyzet-idotartama-alatt/ (Accessed: 27 October 2021).

Bankó, Z. (2010) *Az atipikus munkajogviszonyok.* Budapest-Pécs: Dialóg Campus Kiadó.

Bankó, Z., Berke, G., Kiss, Gy., Szőke, G. L. (2021) *Nagykommentár a munka törvénykönyvéről szóló 2012. évi I. törvényhez*. Budapest: Wolters Kluwer Hungary Kft.

Berke, Gy., Kiss, Gy. (2015) *Kommentár a Munka Törvénykönyvéhez*. Budapest: Wolters Kluwer Kft.

Countouris, N. (2007) *The Changing Law of the Employment Relationship. Comparative Analyzes in the European Context.* Hampshire: Ashgate Publishing Company.

Czirók, A., Nyerges, É. (2018) 'Digitalizáció a munkajogban II. Távmunka a gyakorlatban', *Munkajog,* 2(4), pp. 40-46.

Deakin, S., Morris, G. S. (2012) *Labour Law.* 6th edn. Oxford: Hart Publishing.

Farkas, B. (2009) 'Ésszerű Előreláthatóság az új Ptk. felelősségi rendszerében', *Iustum Aequum Salutare,* 5(4), pp. 189–203.

Freedland, M., Countouris, N. (2011) 'The Legal Characterization of Personal Work Relations and the Idea of Labour Law' in Davidov, G., Langille, B. (eds.) *The Idea of Labour Law.* Oxford: Oxford University Press, pp. 190–208; https://doi.org/10.1093/acprof:oso/9780199693610.003.0013.

Gyulavári, T. (2014) *A szürke állomány. Gazdaságilag függő munkavégzés a munkaviszony és az önfoglalkoztatás határán*. Jogtudományi Monográfiák 6., Budapest: Pázmány Press.

Herdon, I., Rab, H. (2021) 'Megvalósítható-e jogszerűen a home office? A home office fogalmi ismérvei és munkajogi keretei', *Pro Futuro,* 2021/3, pp. 59–82.

Kártyás, G., Petrovics, Z., Takács, G. (2020) *Commentary to Act I of 2012 on the Labour Code.* Budapest: Wolters Kluwer Hungary Kft.

Kelemen, L. (1941) *A szerződésen alapuló kötelem*. Actio Universitatis Szegediensis. Szeged: A M. Kir. Ferenc József-Tudományegyetem Barátainak Egyesülete.

Kenderes, Gy., Prugberger, T. (2001) 'A munkajogi és polgári jogi szabályozás alapkérdései', *Jogtudományi Közlöny,* 56(3), pp. 113–120.

Kenderes, Gy. (2001) 'A munkajogi szabályozás korszerűsítésének néhány kérdése a polgári jogi szemléletmód figyelembevételével. (Ellentmondások, alternatívák, realitások)' in Ploetz, M., Tóth, H. (eds.) *A munkajog és a polgári jog kodifikációs és funkcionális összefüggései.* Miskolc: Novotni Kiadó, pp. 277–303.

Kenderes, Gy. (2007) *A munkaszerződés hazai szabályozásának alapkérdései*. Miskolc: Novotni Kiadó.

Kiss, Gy. (2000) 'Az új Ptk. és a munkajogi szabályozás, különös tekintettel az egyéni munakszerződésekre', *Polgári Jogi Kodifikáció,* 2(1), pp. 1–17.

Kiss, Gy. (2005) *Munkajog.* Budapest: Osiris.

Kiss, Gy. (2006) *Alapjogok kollíziója a munkajogban*. Pécs, Academic Doctoral Dissertation.

Kiss, Gy. (2013) 'A munkavállalóhoz hasonló jogállású személy problematikája az Európai Unióban és e jogállás szabályozásának hiánya a Munka Törvénykönyvében', *Jogtudományi Közlöny*, 68(1), pp. 1–14.

Kiss, Gy. (2014) 'Foglalkoztatás gazdasági válság idején – A munkajogban rejlő lehetőségek a a munkajogviszony tartalmának alakítására (jogdogmatikai alapok és jogpolitikai indokok.)', *Állam-és Jogtudomány,* 55(1), pp. 36–76.

Kiss, Gy. (2017) 'A munkajog szabályozásának dilemmái', *Miskolci Jogi Szemle Különszáma,* 12(2), pp. 267–277.

Kiss, Gy. (2020) *A foglalkoztatás rugalmassága és a munkavállalói jogállás védelme*. Budapest: Wolters Kluwer.

Leszkoven, L. (2016) *Szerződésszegés a polgári jogban*. Budapest: Wolters Kluwer.

Molnár, B. (2021) 'Gondolatok a home office-ról általában és vírus idején', *Hungarian Labour Law E-journal*, 2021/1, pp. 38–46 [Online.] Available at: http://hllj.hu/letolt/2020_1/03_MolnarB_M_hllj_2020_1.pdf (Accessed: 18 July 2022).

Nádas, Gy. (2019) 'Általános szerződési feltétel-e a kollektív szerződés?' in Hajnal, Zs. (eds.) *A fogyasztóvédelmi jogról másképpen: előképek, közjogi és munkajogi vetületek*. Debrecen: Főnix Média, pp. 105–120.

Pál, L. (2018) 'A szerződéses munkahely meghatározása – a „home office' és a távmunka', *Munkajog*, 2(2), pp. 56–59.

Prugberger, T., Jakab, N. (2014) 'Ellentétek és kapcsolatok a magyar munkajogi és polgári jogi szabályozás között', *Jogtudományi Közlöny*, 69(10), pp. 477–485.

Prugberger, T. (2001) 'Az új Ptk. és a munkajogi szabályozás, különös tekintettel az egyéni és a kollektív munkaszerződésre' in Ploetz, M., Tóth, H. (eds.) *A munkajog és a polgári jog kodifikációs és funkcionális összefüggései.* Miskolc: Novotni Kiadó, pp. 60–80.

Prugberger, T. (2006) *Munkajog a polgári jogban a globalizálódó társadalmi viszonyok között.* Debrecen: Competitio Books, Faculty of Economics, University of Debrecen.

Prugberger, T. (2008) 'Észrevételek az új Ptk. egyes szerződéseket tartalmazó fejezetéhez a szolgálattal kapcsolatos szerződések hiánya miatt', *Polgári Jogi Kodifikáció,* 1(10), pp. 19–26.

Prugberger, T. (2014) 'Az önfoglalkoztatás intézménye a nyugat-európai és a magyar munkajogban', *Magyar jog,* 61(2), pp. 65–71.

Prugberger, T., Kenderes, Gy. (2011) 'Hozzászólás a munkával összefüggő szerződések polgári jogi szabályozásához' in Barta, J., Wopera, Zs. (eds) *Miskolci konferenciák 2010. Kodifikációs tanulmányok a polgári jog és polgári eljárásjog témakörében.* Miskolc: Novotni Foundation, pp. 188–191.

Rácz, Z. (2008) 'A Polgári Törvénykönyv tervezetének munkajogot érintő kérdései', *Publicationes Universitatis Miskolcinensis Sectio Juridica et Politica,* 26(2), pp. 681–692.

Szabó, I. Sz. (2015) 'A kollektív szerződések szerepe a megújult munkajogi szabályozásban', *Magyar Munkajog E-Folyóirat*, 2015/1, pp. 1–27 [Online]. Available at: http://hllj.hu/letolt/2015_1/02.pdf (Accessed: 18 July 2022).

Szekeres, B. (2017) 'Gondolatok a munkavállalóhoz hasonló jogállású személyek helyzetéről – a munkajog és a polgári jog kapcsolatáról', *Miskolci Jogi Szemle*, 12(2), pp. 561–569.

Szekeres, B. (2018a) 'A foglalkoztatási jogviszonyok átalakulása, a jogalkalmazás (és jogalkotás) előtt álló kihívások' in Tálné Molnár, E. (ed.) *Quid Juris? Ünnepi kötet a Munkaügyi Bírák Országos Egyesülete megalakulásának 20. évfordulójára*. Budapest, Pécs: Pécsi Tudományegyetem, Állam- és Jogtudományi Kar, Kúria, Munkaügyi Bírák Országos Egyesülete, pp. 439–450.

Szekeres, B. (2018b) 'A munkavállalóhoz hasonló jogállású személy státuszának jogkövetkezményei – a magyar javaslat és a német megoldás részletei', *Munkajog*, 2(4), pp. 24–31.

Szekeres, B. (2018c) 'A változó munkavégzés megjelenése és megítélése a bírói gyakorlatban', *Miskolci Jogi Szemle*, 13(1), pp. 128–144.

Szekeres, B. (2018d) *Munkajogon innen – munkaviszonyon túl.* PhD Dissertation. Miskolc*:* Miskolci Egyetem, Deák Ferenc Állam- és Jogtudományi Doktori Iskola. Supervisor: Nóra Jakab.

Szekeres, B. (2022) 'A home office dilemmái a távmunka régi és új szabályai tükrében', *Infokommunikációs és jog*, 18(78), in press.

Vékás, L. (2006) 'Az új Polgári Törvénykönyv tervezetének néhány elméleti és rendszertani előkérdéséről', *Magyar Jog*, 53(7), pp. 385–399.

Vékás, L., Gárdos, P. (eds.) (2014) *Kommentár a Polgári Törvénykönyvhöz.* Volume 2. Budapest: Wolters Kluwer.

Venczel-Szakó, T., Balogh, G., Borgulya, I. (2019) 'Távmunka, home office: hogyan érinti a távolról dolgozás a szervezet intern kommunikációját?', *Vezetéstudomány/ Budapest Management Review*, 50(2), pp. 73–86.