I. THE CONCEPT OF HUNGARIAN LABOUR LAW

A. Definition

According to the opinion prevailing in the science of Hungarian Labour Law, Labour Law is that branch of the uniform Hungarian legal system which regulates the social relations connected with performing human work i.e. the relations established between people in the work situation. Within its domain we can identify:

– individual labour relations,
– collective labour relations,
– the legal relations which organize and protect labour relations.

Labour Law is an independent branch of law. Correspondingly, it is not a part of Civil Law.

B. Individual Labour Relations

1. The Hungarian Concept of Labour Relations

The individual labour relationship is a link created between two persons in the performance of some task. Performing certain work – exerting manpower – may, however, take place for several reasons and in many different ways. Of these, only those cases are included in labour relations in which the manpower of one of the parties is placed, generally and with the intention to be of an enduring character, at the disposal of the other party. A party does this in order to assert his/her right to work and to acquire the means necessary to his/her living. The second purpose, on the other hand, is to perform his/her duties by means of the manpower at his/her disposal. According to the uniform standpoint of Hungarian jurisprudence these labour relations form the subject of Labour Law.
The individual labour relationship is uniform. However, within this uniform character different kinds of labour relations are to be found, showing certain differences in the details of regulations. These differences may be ascribed to different circumstances. With regard to the conditions of work, it may be necessary to apply solutions which are different in detail. For example, it is obvious that the question of the length of the working day or the weekly day of rest is resolved differently in the case of sailors from those working in the iron industry or even in an office or theatre. Different arrangements may likewise be necessary because of the character of the work. There will be a, for example, different wage system for a worker than for a public or civil servant. And the duties and responsibilities connected with work will have a different form in the case of a subordinate than that of a supervisor. Some of the new types of flexible employment relationship – telework, agency work, etc. – were enacted into the Labour Code. This question will be raised again in Part I in the course of dealing with individual labour relationships.

The present Hungarian basic legal regulation of labour law has created three Acts:
- Act XXXIII of 1992 on the Legal Status of Civil Servants;

The relationship among the three Acts may be defined in the following way:

a) The Labour Code is of general character, and covers each type of employment unless otherwise provided.

b) The Act on the Legal Status of Civil Servants covers the employees of cultural, health care, educational and other public service institutions financed by central and local (county, town, local government) funds. However, it does not cover those employees of such institutions who are not paid with state funds, e.g. employees of private or ecclesiastical schools, hospitals, etc. They are covered by the general rules of the Labour Code. However, unless the Act provides differently, the provisions of the Labour Code are to be applied in every respect to these employees as well. This provision unambiguously implies that the legal relationship of these employees comes within the sphere of Labour Law. Otherwise, this is the unified standpoint of the science of Labour Law.

c) Act XXIII of 1992 on their legal status covers employees of the central and local organs of state administration (public servants). In accordance with Section 71 of the Act, in the framework of the legal relationship of these employees, the provisions of the Labour Code will only apply where this is expressly prescribed or permitted by the Act.

This situation reflects the dual character of the position of civil and public servants. On the one hand, the civil and public servant is a person who makes his/her labour available to some state organ for remuneration, and the given organ fulfils its tasks through him/her. This legal relationship shows identical elements as the other individual employment relationships. Non-ambiguity is also reflected in the framework of the science of law. According to the prevailing standpoint of the science of Labour Law, the employment element of civil and public servants comes within the sphere of Labour Law; however, according to the authors of Administrative Law, it should be classified under Administrative Law. From their standpoint, the situation of civil and public servants shows a double legal binding. From the point of view of performance of work it belongs to Labour Law whereas, in respect of exercise of public powers, i.e. as to the contents of the activity displayed civil and public servants come within the sphere of Administrative Law. The recent legislative solution follows the point of view of the science of Administrative Law. Labour relations of the civil and public servants are regulated in an Act separate from the Labour Code. Consequently, labour relations between civil and public servants are not covered in this monograph.
2. Problems of Delineation

a. Scope of Delineation

As mentioned before, the application of manpower, that is the performance of work, may take place for different purposes and in different ways. As a result of this, the performance of work may appear in the framework of several types of legal relations. Therefore, the boundaries of these labour relations and other legal relations will be illustrated. Within this sphere, membership relations within producers’ co-operatives, certain legal relations in civil law, actual work during the course of training, as well as work performed as an element of a court sentence must be dealt with in particular.

b. Legal Relations in Civil Law

(1) Mandate, Undertaking

Mandates, or undertakings, are generally aimed at providing one or more defined services, products or results, that is to say certain goods or at least a result manifested in the form of services or goods. To realize this, it is necessary to perform work. The party concerned, however, is only obliged to provide the result; he/she does not necessarily provide his/her labour power. It is also possible that he/she does not personally deliver the product. To the contrary: under a labour relationship the employee undertakes only to place his/her manpower at the disposal of the employer, not necessarily to produce any result. The uniform standpoint of jurisprudence is, therefore, that outwork does not belong in the domain of Labour Law. At the same time, it should be noted that the delineation between the legal relations belonging to Civil Law and those belonging to Labour Law is not always unambiguous and simple. The boundaries of both legal branches are blurred. Taking undertakings or mandates within the framework of Civil Law as one extreme limit, and the labour relationship within the framework of Labour Law as another, there are several types of legal relations the essential element of which is to perform work. Outwork, nevertheless, has within the framework of legal relations a role of a different weight and character. The party generally does the work at the place chosen by him/her and frequently with his/her own means. The obligation to do the work personally is not usually stipulated. There are also certain cases where, to some extent, the character of the one providing the labour power becomes more significant than the production of a result. On the other hand, in a considerable number of cases, these legal relations mean a regular engagement of a permanent character or, at least, of lengthy duration, and the extent of payment generally develops as though payment took place within the framework of labour relations. As seen from the perspective of the employee, these legal relations present some differences when compared with labour relations. Thus, in the majority of cases, they do not provide the main source of income but are of a supplementary nature. They often exist jointly with a labour relation or as a supplement, as in the case of disabled persons or mothers with young children. As seen from the perspective of the employer, these legal relations provide for certain activities which occur casually. Even when the activity occurs regularly, it may not require full-time employees. These legal relations essentially fall between typical civil law and ordinary labour relations. Thus it must be established in each case whether civil law or labour law elements are predominant, and then the appropriate classification must be
determined. The essence of these legal relations is that by using material placed at his/her disposal by the employer, subject to the conditions imposed and for a prescribed payment, the outworker produces a product, usually in his/her own home and possibly with his/her own tools. By law, rights similar to those in labour relations (notice to terminate, leave of absence, guaranteed employment, etc.) characterize the legal relations of outworkers which are of a lasting character.

(2) Author’s Activity, Invention, Innovation

In delineating Civil Law relations the legal relations of authors should be mentioned, and especially those regarding inventions and innovations. These are mentioned in the Civil Code among the rights attached to the intellectual product, to the person, and in the Act LXXVI of 1999 on intellectual property rights. There is no doubt that these rights belong to the domain of Civil Law. This is also the standpoint of Hungarian jurisprudence. At the same time, however, these legal relations may also have a connection with labour relations. The cases in question are those in which the worker performs one of these activities as a duty involved in his/her labour. In such cases, regarding this activity, both employee and employer have rights and duties within the framework of the labour relation. Thus for example, the employee, in connection with the intellectual contribution made, possesses certain rights which do not exist in the production of other products. At the same time, the employee has some duties regarding the use of data, etc., which became known to him/her in the course of the work. It is generally the duty of an employer to encourage workers to improve quality and productivity. It is obvious that he/she also has some duties in respect of creative intellectual work, particularly in promoting innovation and the activity of inventors. It falls within the sphere of Labour Law to deal with such problems.

c. Professional Training

The performance of work is also an element of professional training. Its aim is, however, not to provide a source of livelihood but to acquire the practical knowledge necessary to master a trade. This occurs in secondary and higher education, where providing for professional training is an integral part of education. The legal sources of professional training are as follow: 1. Vocational Training Act (2003), governing vocational training in and outside the school system, regulates the issue of the national list of state-recognised vocational qualifications (OKJ). 2. Labour and Unemployment Act adopted in 1991 regulates training and retraining for the unemployed and defines the range of those who may be eligible for support and 3. Labour Code (1992) is the basic document regulating the relationship between employers and employees. However, the uniform standpoint of Labour Law is that there is no labour relationship here, and that education remains outside the domain of Labour Law.

d. Civic Duty

The performance of work also appears in legal relations arising from the so-called temporary obligation to work. The aim of the temporary obligation to work is, however, not to provide for the tasks of production, nor, from the perspective of the worker, to ensure a means of livelihood. The aim is to prevent some danger threatening the state or the economy i.e. the community, and to participate in its prevention. This is one of the duties affecting all citizens. This falls not within the domain of Labour Law but within that of Administrative Law.
e. Performance of Work as a Result of a Court Sentence

Performance of work may be required as a result of the enforcement imposed by a court. The aim is to educate the perpetrator of a crime. The means of this education is the performance of labour. Entering into such a legal relation does not depend on the will of the parties, for it is created by the court. The legal relationship of those sentenced to reformatory and educative work, fall within the sphere of Criminal Law, not Labour Law. According to Section 49 of Act IV of 1978 on Criminal Code any person sentenced to community service work is obligated to perform the work prescribed for him/her in the court ruling. The work prescribed to be performed in community service is such that the defendant is presumed to be capable of performing, taking into consideration his/her health condition and education. Unless otherwise provided for by law, the defendant shall perform the community service work at least on one day per week, on the weekly day of rest or on his/her day off, without any remuneration. The shortest duration of community service work shall be one day while its longest duration shall be fifty days. One day of work in community service shall constitute six hours of work.

f. Performance of Work on the Basis of Family Relations

Work is also performed within the framework of the family. This work is based on family relations and does not bring about a labour relationship. Its legal aspects are embraced by Family Law. If, however, this type of work performance exceeds the level usual within the framework of family relations (for example where a member of the family regularly works in the shop or workroom of the head of the family), this might bring about a labour relationship.

g. Casual Work with the Casual Workers’ Log

The so-called casual workers’ log was introduced years ago, with Act LXXIV of 1997 on Casual Work with the Casual Workers’ Log. It reduces red-tape and the cost of hiring of a casual worker. So far rules were predominantly shaped to suit the construction and the agriculture sectors with the highest.

Casual work is first of all advantageous for the employee because it gives entitlement to social security assistance, job-seeker (unemployment) benefits and pension. Therefore unemployed people are advised to take the log. The rules also allow pensioners to take it (many pensioners engage in household work to supplement their pensions), nevertheless it is a question whether there are incentives to do so because they in any event receive a pension.

From an administrative point of view, temporary employment is advantageous for the employer for a number of reasons:
– there is no need for a written work contract,
– there is no need to keep employment-related records and there is no reporting requirement to social security, pension and tax authorities, because it is done by the local job centre,
– there is no need to calculate and deduct the advance for the personal income tax,
– there is no need to pay social security contributions, the fixed sum health insurance contribution and other employment-related contributions (the employers’ and employees’ unemployment contribution).

The advantages for companies are obvious, but they are not so clear-cut for private persons who employ housekeepers or babysitters. It remains easier to pay without any administration. One of the motivating factors though can be the possibility of personal income tax reduction: 75% of the value of the stamp can be deducted from the personal income tax base. The other
motivating factor might come from mutual confidence because by taking advantage of the possibilities of the casual workers' log, employers can provide their employees with increased security subsidised by the state.

Job-seeker benefit recipients are also allowed to take up casual work without losing eligibility for the assistance. Nevertheless the payment of the unemployment (job-search) benefit should be suspended for the duration – up to 90 days – of temporary employment – without affecting the total number of entitlement days.

The eligibility conditions and duration of the job-search assistance. Employment during job-search assistance changes in the legal and institutional environment demand for casual work. The amendment of the original act in 2005 extended this form of employment to casual workers in private households (such as baby-sitters, housekeepers etc.). In this case the casual workers’ log is maybe less crucial to avoid fines for undeclared employment – it is not realistic and feasible that labour inspectors will inspect private households – but employers should acknowledge how a minor contribution can significantly improve the social protection of their employees.

There is a single casual workers’ log with white, blue and green pages where employment should be recorded according to the sector: 1) businesses on the white page, 2) private persons or charities on the blue page and 3) agricultural businesses on the green page.

The work contract between the employer and employee is established by filling in and signing the relevant sections of the log. The employer must complete on the day of employment – and on a daily basis – the sections “Name and address of employer, date and place of employment, job and wage” and sign. The simplified employer's contribution – the so-called public tax and contributions stamp – should be attached to the page and signed at the end of each working day.

A temporary worker can be employed by a company for up to 5 consecutive days and up to 15 days a month and a maximum of 90 days in 12 months. In the event that the individual works for more than one company, the maximum number of days is 120 per year. Casual work should be registered on the blue page if it is undertaken for private persons or charities and is not related to any business activity. These activities are typical household jobs, such as housekeeping, cleaning etc. In this case more favourable conditions apply than the general rules: individuals can work for up to 200 days per year having as many as 3 or more employers.

Green pages are filled by employers who hire seasonal workers in agriculture. In their case the general rules apply, with the exception that the number of days per month might exceed 15. Foreign nationals who otherwise would need a work permit can also be hired for seasonal work in agriculture (for up to 60 days a year) without a permit.

The following groups can engage in casual work:

– people who are at least 16 years old, including those who are receiving unemployment benefits;
– individuals who are at least 15 years old and are enrolled full-time in elementary, secondary or vocational education, during school holidays;
– Hungarian or foreign nationals who are enrolled full-time in vocational, secondary, art or higher education in Hungary;
– those foreign nationals who do not need a work permit to take up employment in Hungary and also those foreign nationals who are married to Hungarian nationals and have residence in Hungary.¹

The casual workers' log is a public document that serves to keep the employment record. It is issued upon the request of the (potential) casual worker by the local job centre.

To ease administrative requirements, a simplified procedure has been created with the so-called “public tax and contributions stamp” that can be purchased and shall be stamped in the casual workers’ log. The price of the stamp depends on the daily wage according to the ranges shown below:

<table>
<thead>
<tr>
<th>Daily wage (HUF/day)</th>
<th>Price of the stamp (HUF/day)</th>
<th>Basis for entitlement (HUF/day)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1800–2399</td>
<td>400</td>
<td>2700</td>
</tr>
<tr>
<td>2400–2999</td>
<td>700</td>
<td>3600</td>
</tr>
<tr>
<td>3000–3599</td>
<td>900</td>
<td>4500</td>
</tr>
<tr>
<td>3600–4600</td>
<td>1100</td>
<td>5400</td>
</tr>
</tbody>
</table>

*Figures in the table are valid as of January 1, 2006.*

h. Temporary agency work (TAW)

With many private labour market agencies extending their services as early as at the beginning of Hungary’s economic and political transition period, temporary work agencies began to proliferate in the 1990s, but before the amendment of the Labour Code in 2001 legal regulations lagged behind company practices. This law added a new Title to HLC, which provides the essential definitions as part of the regulatory framework. This Title of the Labour Code reads in Hungarian Munkaerőkölcsönzés – hiring-out of workers in literal translation. Thus the law appears to focus on the civil law relationship between the agency and the user enterprise while fails to provide an explicit definition of the agency worker.

A. SOURCE OF LAW


The decree specifies the following types of employment services:
- a. Recruitment, placement,
- b. Employment/career information provision,
- c. Employment and career counselling,
- d. Job-seekers’ Club,
- e. Work/career counselling for handicapped persons,
- f. Regional employment consulting for employers or local public/civil bodies

B. GENERAL AND ADMINISTRATIVE PROVISIONS OF TAW

The condition of launch TAW

According to Section 193/D. of HLC, a placement agency must satisfy the following pre-conditions:
- a. a limited liability business association or a non-profit company, or a cooperative in respect of employees other than its members,
- b. it is domiciled in Hungary,
- c. it must satisfy the requirements prescribed in HLC and in other legal regulations, as general background legal source, and
d. must be registered by the employment centre responsible for the place where the placement agency is established (hereinafter referred to as „employment centre”).

**Property collateral**

According to Article 6 of the 118/2001 Government Decree, property collateral is the condition of placement activities if placement is aimed at finding employment abroad. Placement activities aimed at finding employment abroad may be pursued if a collateral of HUF 1,000,000 has been deposited. The collateral shall be a cash deposit tied up and separated by the applicant in a credit institution or a financial undertaking.

**Register by the employment centre**

According to Article 8 of Government Decree 118/2001, the employment centre shall keep a separate register about placement agencies with continuous serial numbers.

**Restriction to placement**

**Forbidden to hiring.** According to the Labour Code it is forbidden to hire out employees:

- a. for any unlawful work;
- b. at any place of business of the user enterprise where there is a strike in progress from the time when pre-strike negotiations are initiated until the strike is called-off; or
- c. if the user enterprise has terminated the employment relationship of the employee in question within six months by way of ordinary dismissal or during the trial period with immediate effect for reasons in connection with the employer’s operations.

The user enterprise shall not have the right to order a hired-out employee to work at another employer.

**Legal restrictions.** According to Section 193/E of Labour Code an agreement between the employee and the placement agency shall be null and void, if

- a. it contains a clause to ban or restrict any relationship with the user enterprise following termination of the employment relationship on any grounds;
- b. it contains a clause to stipulate the payment of a fee by the employee to the placement agency (placement fee) if he/she wishes to enter into a relationship with the user enterprise.

**C. CONTENT OF THE EMPLOYMENT RELATIONSHIP BETWEEN EMPLOYEE AND PLACEMENT AGENCY**

**The employment contract between employee and placement agency**

There is an employment agreement between the placement agency and employee. According to Section 193/H of Labour Code in the employment contract the parties shall stipulate:

- a. that the employment contract, whether for teleworking or otherwise, is entered into for the purpose of placement,
- b. the employee’s personal basic wage,
- c. a brief specification or description of the work.

The employment contract shall contain the names of the parties, the placement agency’s registration number, and relevant data of the employee and the placement agency.

In respect of employment abroad all permits required by the law of the country of employment must be obtained before departure.
Employer’s right

The exercising of employer’s right can be divided into three groups: 1. commonly exercised employer's right by placement agency and user enterprise; 2. exercised exclusively by placement agency and 3. exercised exclusively by user company.

1. Commonly exercised employer’s rights. In the course of the employment of a hired-out worker employer’s rights and obligations shall be exercised jointly by the placement agency and the user enterprise as agreed. For the purposes of Sections 106/A-106/B of the HLC (regulations for the performance of work), the placement agency and the user enterprise shall both be deemed employer.

2. Exercised exclusively by placement agency. The employment relationship may only be terminated by the placement agency. It is the “genuine” employer of the hired-out employee. The employee shall be required to communicate his/her intention to terminate the employment relationship to the placement agency in writing.

3. Exercised exclusively by user company. Hired-out employees shall be subject to the rules of the user enterprise in terms of work schedule, working time and resting time.

Termination of Employment

According to Section 193/I of HLC any employment relationship (between employee and placement agency) established for the purpose of placement can be terminated by

a. mutual agreement,
b. ordinary notice,
c. immediate discharge.
d. immediate effect during the trial period.

Any statement for the termination of employment must be made in writing.

Among the above mentioned ways of termination of employment contract between employee and placement agency, only the ordinary notice and the immediate discharge will be discussed here.

D. The civil law contract between the placement agency and the user enterprise

The type and content of the contract

As it was already mentioned there is a civil law contract (employment leasing) between the placement agency and user enterprise. According to Section 193/G. of HLC the agreement between the placement agency and the user enterprise shall be made in writing, and it must contain, among others:

a. the duration of placement,
b. the place of employment,
c. the nature of work involved,
d. the compensation for wages and/or benefits in kind, if provided by the user enterprise.

Employment-related expenses

Unless otherwise agreed, the placement agency shall be required to cover all employment-related expenses specified by legal regulation, such as the a) employee’s commuting expenses and b) the costs of medical examination if one is required for employment. When requested by the user enterprise, the placement agency shall, before the first day of employment, supply to the user enterprise:
a. a certificate issued by the body operating the Central Employment Register on notification, or – if actual employment has commenced before the certificate was delivered – a copy of the employment contract with salary information excluded; and
b. a copy of the document in proof of being admitted into the register of placement agencies in accordance with specific other legislation.

**Prohibition of self-placement**

Self-placement means that a placement agency is established by the user company only for the placement of employees to the user company. This was the practice for couple years, mainly at big companies. The legislators changed the above mentioned rule. Therefore, an agreement between the placement agency and the user enterprise shall be null and void if the parties are affiliated by way of ownership, which means there is no consideration of any kind of involvement that a. the owner of the other employer is also the owner – in part or in full – of the employer, or b. at least one of the two employers holds some percentage of ownership in the other employer, or c. the two employers are connected through their ownership in a third organization.

i. **Telework**


Although the phenomenon of telework is not new in Hungary, until 2004 there was no detailed regulation, which means that only general labour law rules applied. For a long time many have considered the lack of legal regulations a major obstacle to widespread use of telework. It should also be mentioned that telework is often associated with ‘home-based work’ (bedolgozás), a traditional form of working in Hungary, which is a legal relationship similar to but not qualifying as employment. A ‘home-based worker’ (bedolgozó) is usually a low-skilled manual worker producing items at home on a piece-rate basis. A teleworker, on the other hand, is by definition a worker using computer technology to do their work at home.

The new Act, which is inspired by the July 2002 EU-level social partners’ framework agreement on telework, provides specific rules on telework, while general labour law regulations also apply to telework. According to the new rules, a teleworker is a worker performing activities within the employer’s business profile at a place of their choice away from the employer’s own premises, using computer technology and delivering the product by electronic means. In order to qualify as a teleworker, employer and employee have to draw up a written agreement to that effect. The parties also need a written agreement concerning how they maintain contact with each other and on how they share the relevant (‘necessary and reasonable’) costs.

Unless otherwise agreed, the equipment used for work and for maintaining contact is supplied by the employer. Employers have the right to restrict the use of any equipment they provide for telework. The equipment may also be provided by the employee. The main responsibilities in connection with data confidentiality, however, always lie with the employer.

As a general rule, it is up to the teleworker to determine their working time schedule. The quantity of tasks assigned, however, must be defined by the employer with due consideration for statutory or stipulated working time and the physical and intellectual effort required for the work in identical or similar jobs with that employer.

In order to monitor the teleworker’s performance and to instal, uninstal or maintain the equipment used for telework, the employer has the right to enter the teleworker’s private property, upon prior notification. Such visits may not disturb the teleworker unreasonably or any other persons using the property. The employer may not have access to any data on the computer used for telework that is not connected to the telework or the employment relationship (in other words, private data). However, this rule does not apply to the extent that it conflicts with
the employer's right to check whether the teleworker is adhering to any restrictions on the use of any computer equipment supplied.

The new law is intended to integrate teleworkers in the labour market. For example, the employer must provide teleworkers with all information given to other employees and access to their premises, subject to internal operational regulations. The employer must also provide the works council, local trade unions and the labour safety representative with the information they need to contact teleworkers.

The Act also introduces a ‘soft law’ rule, according to which the employee has the right to ask to continue – or cease – working as a teleworker. The employer is obliged to give due consideration to such requests and to inform the employee within 15 days of their decision.

C. Collective Labour Relations

Collective labour relations are legal relationships characterized by the fact that at least one side of them has a collective character (trade union, works council, employers’ organization, employees’ collective, etc.). Trade union activities such as protection of interest collective negotiations and agreements, employee participation in employer's decisions, direct actions and resolution of collective conflicts, all belong here. Accordingly, Part II will deal with the legal relations connected with the activities of trade unions as representative organizations of workers and employees, as well as the role and rights of the workers’ collective in the enterprise. This is the more justified because, as will be seen, the role of the trade union, at least in Hungary, includes the latter aspect, and the activity of the trade union is closely linked with that of the workers’ collective. The legal problems falling within the sphere of industrial relations are, as a rule, dealt with by Labour Law. It is to be noted, that establishing the rights of the workers’ collective in the management of an enterprise falls within the scope of Labour Law, as does the delegation of members of the workers’ collective on to the managerial board. However, the rights of members of the managerial board as such are determined by the rules concerning the organization of the enterprise and come within the scope of Company Law.

D. Legal Relations Organizing and Protecting Labour Relations

The third category of legal relations forming the subject of Labour Law is constituted by those serving to organize and protect the labour relationship. Within it, three sub-groups may be identified. The first is formed by those whose purpose it is to promote the creation of legal relationships and include career advice and the labour exchange. The second group includes the rules of control over the application of the rules of the Labour Law guarantee necessary for the conditions of work. Finally, the third sub-group includes legal relations emerging from the resolution of disputes arising from the labour relationship. Problems of delineation appear also in this regard, among them the demarcation of those legal relations falling within the system of Administrative Law and those belonging to the Law of Civil Procedure.

The link with Administrative Law occurs frequently. In connection with this, it is sufficient to refer to the fact that one of the parties is very frequently an administrative organ while the other is one of the subjects of the labour relationship. For demarcation two approaches may be employed. One of these is to examine the immediate, close link of these legal relations with the labour relation. This is clear when it is noted that their exclusive function is to organize
and protect the labour relationship. The other is to apply some methods characteristic of Labour Law. In this regard the participation between trade unions and the workers’ collectives is emphasized first of all. The dividing line between Labour Law and Administrative Law may, therefore, be drawn such that the object of Labour Law is the legal relations referring directly and exclusively to the establishment of labour relations and their protection. The involvement of trade unions and of workers’ collectives is in wide bounds characteristic of this process. Nonetheless, it must be acknowledged that it is not always easy to apply the approaches to demarcation outlined above. Thus the limits drawn between the two branches of law are not always unambiguous and satisfying, although the scope of the legal relations embraced within the domain of Labour Law seems to be well-established, and problems of overlap for students of the two branches of law are infrequent.

**E. Social Security**

The legal problems of social security have not yet been mentioned. Earlier, the standpoint of the doctrine of Labour Law was that social insurance was part of Labour Law. At the same time, other questions connected with social security, e.g. social relief, caring for the disabled, mainly fell within the sphere of Administrative Law. Recently, a development in two directions can be observed in connection with this complex problem. One of these concerns the relation between social insurance and Labour Law. The other concerns the integration of the legal aspects of social security. In the course of the last decades, in the field of jurisprudence, the opinion according to which social insurance does not fall within the province of Labour Law but is an independent legal field, has been expressed with increasing vigour. This tendency has also been supported by practical developments. The thesis that social insurance belongs to Labour Law is primarily based upon the view that only the labour relationship entitles one to the benefits of social insurance. Social insurance was therefore connected with labour relations as a secondary legal relation. The two legal relations had an alternating character. Social insurance entered at the moment when the legal relation, for certain reasons, could no longer function, whether temporarily or permanently. In this case, payments received on the basis of the labour relation were replaced by the benefits of social insurance. In the course of the last decades, however, this situation changed. Social insurance extended to a widening sphere. It was not only linked to labour relations but to other legal relations as well e.g. with membership relations in agricultural and artisans’ cooperatives, private entrepreneurs, business partners, ecclesiastical persons, etc. It gradually extended also to certain independent activities, thus to artisans, advocates, artists, etc. Today, the significant majority of the population of the country is entitled to the benefits of social insurance.

As a result of this development, a considerable number of those entitled to the benefits of social insurance acquired their entitlement but not by reason of their labour relationship. This trend, arising in practice, was endorsed in legal theory by the recognition that the fundamental principles of social insurance did not necessarily fall within the province of Labour Law, and indeed were inconsistent with it. Labour Law, as already mentioned, is a summary of the legal relations connected with performing work. The labour relationship itself, as seen from the perspective of the worker, enables participation, through fulfilling the right to work, in the work of society and receipt of a share of the national income. And it enables the employer to perform with the labour power at his/her disposal, his/her role in the tasks necessary to society. The role of social insurance is different. It functions when gainful employment becomes impossible, temporarily or permanently, or when the cost of living is not entirely assured by the income earned, owing to some personal or family circumstances. Payment for one’s employment is,
therefore, replaced or supplemented by the benefits received according to the system of social insurance. It follows from the principal considerations outlined here that the purpose and function of social insurance differ from those of Labour Law, and this function is provided for in a wider sphere than that of Labour Law. Their separation is, therefore, justified. This latter theoretical consideration already leads to another direction of development. It is not only social insurance that performs the function of caring for those who cannot work. It is sufficient, in connection with this, to refer to the various forms of social assistance, the rehabilitation of disabled or partially incapacitated persons, care for old people or reducing the burdens of educating children. This area is called – in non-legal terminology – social protection. Social insurance is only one – although a very considerable – part of this. Jointly with this separation of social insurance from Labour Law, a process has started, integrating these social protection provisions, crystallising them into an independent branch of law. This is the law of social security and in a wider sense social protection. Recently, this development has been acknowledged.

II. FUNDAMENTAL PRINCIPLES OF HUNGARIAN LABOUR LAW

Before dealing with the system regulating Labour Law and with its detailed rules, it is necessary to refer briefly to the principles underlying the law. First, the relevant constitutional principles are being dealt with. Subsequently, some general legal principles which govern the whole of Labour Law will be discussed. In the course of this discussion there will, however, be no explanation of how these principles and institutions are put into practice, leaving this to the next two sections of this monograph.

A. Fundamental Principles of the Constitution

The basic principles of Labour Law reflect and express requirements which derive from socio-economic circumstances determining the establishment and development of a social system regarding the law. The principles have a dual importance. On the one hand, they indicate the direction of law-making. In this respect law-making is a conscious, human activity which creates a legal situation corresponding to recognized socio-economic circumstances and which thus promotes the development of the society and the state. On the other hand, the basic principles exert their impact in the course of applying the law. They promote the application of legal rules in accordance with their aims. At the same time, they assist the application of the law in cases of lacunae in the law and in extreme circumstances.

The fundamental principles determining the content of Hungarian Labour Law are summarized by the Constitution. These are as follows:

- the right to work,
- equality of rights,
- the right to rest,
- the right to healthy and safe working conditions,
- the principle of promoting the development of mental and physical health,
- the right to equal wages and to remuneration according to the quantity and quality of work performed,
- the right to material provisions in the event of disability,
- the right to organize and to strike.
According to Article 70/B of the Constitution, the Hungarian Republic guarantees its citizens the right to work as well as a free choice of work and of profession. The realization of this principle is not primarily a task of Labour Law. The conditions for realizing the right to work must be created mainly by extra-juridical means. To enforce these fundamental principles, Labour Law contains various specific provisions. Thus:

a. For realizing the right to work, it is necessary to introduce legal guarantees procuring the freedom of securing employment. Thus, for example, Labour Law assures the possibility of enforceable labour contracts.

b. Labour Law, however, not only guarantees the freedom to undertake work but it supports workers with suitable measures, for example, with career advice and labour exchanges, so that they may secure appropriate employment as rapidly as possible. If necessitated by personal or family conditions (e.g. bodily defect, pregnancy, a young child), it may even give priority to such a person.

c. Labour Law also provides that no one should be dismissed from his/her job without cause. Thus – among other things – it establishes rules for terminating employment; taking into consideration the personal or family circumstances of the worker, it defines certain cases where dismissal is prohibited or is only possible under certain conditions.

d. In the case of unemployment, Labour Law and social security law, on the one hand, provides for the payment of material provisions (job-seeker benefit) and, on the other hand, determines appropriate measures (e.g. retraining) to facilitate finding a new job.

From the right to a free choice of work and profession ensues that nobody can be forced to work. There are no provisions which compulsorily prescribe the establishment of any labour relationship. The rules which require some citizens to perform work are not aimed at establishing an employment relationship but – as mentioned in I – have other purposes. Thus, for example, in the case of a temporary obligation to work, the aim is to prevent some danger threatening the country or the economy.

Article 57 of the Constitution declares that all citizens of the Hungarian Republic are equal before the law and enjoy equal rights. Article 70/A of the Constitution prohibits any discrimination on the grounds of race, colour, sex, language, religion, political or other opinion, national or social origin, of finance, birth or other situation. Besides, Article 66 of the Constitution stresses that men and women enjoy equal rights. Article 5 of the Labour Code and Act CXXV of 2003 on Equal Treatment and the Promotion of Equal Opportunities (hereinafter AET) supplements the rules of the Constitution. Article 5 of the Labour Code in connection with employment relations sets forth that the principle of equal treatment must be strictly observed. Any consequences of the breach of the principle of equal treatment shall be properly remedied; the remedy shall not result in any violation of or harm to the rights of another worker.

Article 70/A of the Labour Code regulates the Program of Equal Opportunities. This is a new provision, which was influenced by Act CXXV of 2003 on Equal Treatment and the Promotion of Equal Opportunities. According to the quoted provision of the Labour Code, the employer and the local trade union branch or, if there is no trade union, the workers’ council may jointly adopt a program of equal opportunities for a predetermined duration. The program of equal opportunities of an employer shall contain an analysis of the work conditions of workers considered disadvantaged, such as

a) women,

b) workers over the age of forty,

c) workers of roma origin,

d) workers with some degree of handicap, and

e) working parents with two or more children under the age of ten and single parents with children under the age of ten, the analysis shall address the wages, career advancement
and the training of such workers, and the allowances available to them to reconcile their occupational and family obligations, as well as the employer’s goals set for the year to ensure equal opportunities and the means designated to facilitate the achievement of these goals, such as in particular, programs related to training and occupational safety, and any other program or programs introduced in connection with any other aspect of employment.

Special personal data that may be necessary for drawing up the program of equal opportunities may be processed only in strict observation of the provisions of Act LXIII of 1992 on the Protection of Personal Data and Access to Information of Public Interest if supplied voluntarily by the data subject, up to the last day of the period to which the program of equal opportunities pertains.

With regard to the equal treatment the most important and comprehensive step in the Hungarian legislation in the past two years was the adoption of Act CXXV of 2003 on Equal Treatment and the Promotion of Equal Opportunities (hereinafter AET). The Act came into force in January 2004. The Act regulates the principle of equal treatment in specific chapters in five fields: employment, social security and health care, housing, education and training, sale of goods and use of services.

The Act defines in more details the following concepts: direct and indirect discrimination, harassment, unlawful segregation, and victimization. The Act applies a wide ranging taxation for the grounds of discrimination, including sex, family status, motherhood (pregnancy), fatherhood and part-time nature or definite term of the employment relationship or other relationship related to employment. The other grounds are the following: racial origin, colour, nationality, national or ethnic origin, mother tongue, disability, state of health, religious or ideological conviction, political or other opinion, family status, sexual orientation, sexual identity, age, social origin, financial status, the membership of an organization representing employees’ interests, and other status, attribute or characteristic. The AET gives standing before courts and in administrative procedures for social and interest representation organizations and for the Equal Treatment Authority to act as a representative authorized by the victims in procedures initiated because of a violation of the principle of equal treatment. Article 20 introduces the actio popularis. A public prosecutor, the Equal Treatment Authority or the social and interest representation organizations can initiate lawsuits under civil or Labour law for the violation of the principle of equal treatment before the court. The condition of this procedure is that the violation of the principle of equal treatment is based on a characteristic that is an essential feature of the individual, and the violation of law affects a larger group of persons that cannot be determined accurately. The provisions concerning the burden of proof are important elements of the Act. Before the AET’s coming into force the Labour Code was the only Act in Hungary containing the principle of shifting the burden of proof.

The legal declaration alone of equality of rights may not be sufficient to ensure its manifestation in real life. Article 70/A para. 2 of the Constitution refers to this saying that the Hungarian Republic furthers the realization of equality of rights also by measures aimed at eliminating the inequalities of opportunities. Thus, e.g. in the case of women, with regard to their physical make-up and material functions, a situation equal to that of men cannot be created merely by legal declaration of their equality of rights. In such cases Labour Law must take positive measures, equalizing the differences manifesting themselves in reality. That is to say, a legally unequal situation shall be brought about so that, in this way, we can create a genuine equality of rights. Measures in this direction are required by Article 66, paras. 2 and 3 of the Constitution. Pursuant to para. 2, mothers must be given support and protection preceding and following the birth of their children by separate provisions.

Pursuant to para. 3, separate provisions provide for the protection of women and young persons in the course of performing labour.
Article 70/B, para. 4 of the Constitution provides that everybody is entitled to rest, to leisure time and to regular holidays. In order to ensure these, Labour Law has established rules regarding the duration, apportioning and possible prolongation of working time, and determines the extent of the various leisure periods and holidays and entitlement to these, as well as determining the order of organized holidays.

Para. [1] of Article 70/D of the Constitution states that the inhabitants of the Hungarian Republic have a right to physical and mental health of the highest possible level. Paragraph 2 specifies the main guarantees. It provides that the Hungarian Republic realizes this right by organizing labour safety, establishment of sanitary and medical care, as well as by protecting the man-made and natural environment. The protection of health and safety primarily demands technical and medical activity. The prescription of the necessary activities, however, is a task of Labour Law. In order to fulfill this task, Labour Law takes varied measures:

a. It endeavours to create – partly by advising on the choice of career, partly by prescribing the conditions required to fulfill jobs – agreement between the desires of the employee and his/her employment.

b. In determining and organizing working hours, as well as in determining leisure time, the aim is to reduce and eliminate dangers to health.

c. In connection with performing labour, the law determines the objective preliminary conditions (e.g. rules concerning planning and constructing workshops, machines, etc.; precautionary measures for accident prevention; rules of conduct for promoting accident-free work, as well as provisions concerning the organization needed for the sake of realizing these measures), as well as individual conditions (e.g. the necessary state of health and professional training) that are necessary in order to eliminate threats to life and health. Further, appropriate measures, e.g. the closing of a workshop, are penalties for violating the provisions. Finally, the rules – partly in the domain of Labour Law, partly in that of social insurance – which deal with the consequences of accidents should also be mentioned here.

Pursuant to Article 70/F, para. 1 of the Constitution the Hungarian Republic guarantees its citizens the right to education. This right does not fall within the sphere of Labour Law. But in the framework of labour relations, too, there is a need for measures to help increase efficiency, to promote the endeavours of workers to improve their educational level and develop their qualifications. Hungarian Labour Law makes provisions in three main areas:

a. It prescribes that working people should receive support for developing their professional skills. This is done, e.g. by vocational training and the provisions on promoting adult education. In this respect, provisions for unemployed people as regards training necessary to find a new job prescribed in Act IV of 1991 on furthering employment and provisions for the employed, are of special importance.

b. It provides for promoting initiatives in respect of increased productivity and for achieving outstanding results in work. To this end, it requires certain organizational measures of the employer aimed at creating the necessary conditions and it encourages workers by promising them certain benefits. These include, for instance, provisions on supporting innovators and inventors, and on promoting labour competition.

c. It provides that workers who have spent a considerable part of their life in their place of work should have the possibility of certain assistance for enjoying cultural activity.

Article 70/B, para. 2 of the Constitution states that everybody is entitled to equal remuneration for equal work done, without any discrimination. Para. 3 indicates the principles of determining wages. It provides that every worker has the right to an income conforming to the quantity and quality of the work performed by him/her. To realize this principle, Labour Law provides that:
a. the employee shall be entitled to a wage from the employer on the basis of his/her employ-
ment; any agreement departing therefrom shall be void;
b. the worker receives his/her wages in due time and in full.

According to Article 70/E, para. 1 of the Constitution citizens of the Hungarian Republic have
a right to social security, and are entitled to assistance necessary to subsist in case of old age,
sickness, widowhood, orphanage and unemployment when this occurred without their fault.
The measures in this respect have to be dealt with first in the field of social security and other
social services. Article 70/E, para. 2 also refers to this. The effects, however, are also manifest
in the domain of Labour Law. They include the rules establishing benefits for pregnant women
and mothers, as well as for partially incapacitated persons. They also include certain welfare
benefits for working people and particularly the regulation of the assistance in the case of un-
employment.

Article 4 of the Constitution provides that trade unions and other organs of representation
of interests shall protect and represent the interests of employees, members of co-operatives
and of entrepreneurs. This provision is linked with Article 70/C, para. 1, stating that everybody
has the right to form or to join an organization in order to protect his/her economic and social
interests. In para. 2 the right to strike is recognized by indicating that it shall be exercised
within the framework of the laws ruling on it. The implementation of this provision of the
Constitution gives multiple tasks to Labour Law; in particular:

a. A right of the trade unions and other organs of representation of interests concerning
labour relations has to be determined.
b. An organizational and legal framework of collective bargaining must be regulated, and
within this, the rights of participating parties, the role of state organs, the legal effect of
collective or other agreements concluded in the course of bargaining.
c. The role of workers in the management of the enterprise.
d. The conditions and way of exercising the right to strike.
e. The way and procedure of deciding disputes arising in the course of the proceedings.

B. General Legal Principles

Above the fundamental principles of the Constitution which determine the content of Labour
Law are outlined. It is also necessary to consider certain general legal principles which affect
Labour Law. These refer to:

a. the principle of cogency;
b. the enjoyment of rights;
c. the formal requirements of legal declarations;
d. invalidity;
e. statutes of limitations;
f. calculation of deadlines.
g. equal treatment.

These principles (b–g) are summarized under the heading ‘General provisions’ in the introduc-
tory section of the Labour Code.

The principle of cogency pervades the whole of Hungarian Labour Law. This means that
the rules of law are always binding, and agreements, stipulations, and summary dispositions
counter to these may be disregarded or are substituted by corresponding provisions of the legal
rule (cogent rule). Two exceptions are possible:

a. Disagreement is allowed by the law itself.
b. A collective agreement, or the parties’ agreement, may, unless this law provides otherwise, depart from the regulation laid down in the third section of the Act’s rule (rules concerning employment) in the case of the condition for this creating more favourable terms for the employee.

According to the recent jurisprudential debates, in the current Labour Code, the rules on the individual employment contract are – as a general rule – a ‘one-sided dispositive’, meaning that any deviation from the Labour Code’s rules through collective agreements are to be made only in favour of the employees (favourability principle). The new concept proposes that the Hungarian Labour Code – as a general rule – should introduce ‘full dispositivity’ – ie allowing variations both upwards and downwards – except for observing minimum international and European labour standards, as well as certain constitutional rights of employees. This novelty, however, would only be valid for deviations made through collective agreements. As a result, social partners’ agreements could differ from most provisions of the Labour Code in both directions. However, by and large, with respect to individual agreements, the ‘one-sided dispositivity’ system should be maintained. Still, even in the case of individual agreements, more exceptions should be allowed from the general rule of the “favourablity principle” than in the provisions of the current Labour Code. Thus the concept envisages more opportunities for the employer and the employee to agree on deviations from the general rules of the Labour Code, even to the detriment of the employee.

The principles established by Article 3 of the Labour Code concerning the enjoyment of rights are very important. First, they provide for the compulsory cooperation of the employer, the trade union, the work’s council and the employee. Secondly, they establish that rights and duties should be enjoyed in accordance with their social aim, and it is prohibited to abuse them.

a. The rule concerning compulsory co-operation means that both the employer and the employee as well as the trade union and the works’ council shall do everything in order that the other parties may enjoy their rights and fulfill their duties. Realization of the required aim can only be achieved in the event of their co-operation. It follows from the compulsory co-operation between the parties:
– that the employer shall only relate facts, data and opinions concerning an employee to a third person in cases specified by law or with the employee’s consent [Art. 3, para. 2];
– that during the period of employment, the employee shall not, unless the rule of law so authorizes him/her, behave in a manner that might pose a threat to his/her employer’s rightful business interests [Art. 3 para. 3].

Subsequent to the cessation of employment, obligation shall only be borne by the employee on the basis of an agreement (non-competition clause) concluded in consideration of suitable equivalent value and for a maximum of three years. An additional condition is that the employee terminates employment by means of a regular notice or that the employer does so by extraordinary notice. Such an agreement is covered by the provisions of Civil Law.

b. Every rule is issued in pursuit of a certain aim. Consequently and according to the para. 1 of Article 4 of the Labour Code a rule must be applied in the interest of the realization of that aim. Thus, if someone is entitled to certain rights, he/she will proceed correctly if he/she makes use of them in accordance with the aim of that rule. (E.g. an employer may only give notice if it is necessitated in the interest of production or the assurance of discipline.) The abuse of rights is as much illegal conduct as open violation of the law. This may result not only from positive, active conduct but also from negative, in that a person does not make use of his/her right. According to para. 2 of Article 4 exercising a right is not proper if it aims at or leads to the curtailment of a rightful interest of others, a restriction in the assertion of their interests, harassment or suppression of an opinion. According to para. 3 of Article 4 any detrimental consequences as a result of not exercising rights properly should be appropriately redressed. A consequence
of the improper practice of rights may be the invalidity of the act performed, the calling to account of the person practising his right improperly, and also the reparation of damage caused. One who culpably abuses a legal right must face the consequences of the abuse as well as being called to account for it.

Principle of equal treatment the reduced Article 5 of the Hungarian Labour Code states that in connection with employment relations the principle of equal treatment must be strictly observed. Any consequences of the breach of the principle of equal treatment shall be properly remedied, the remedy shall not result in any violation of or harm to the rights of another worker.

Connected with the formal requirements of legal declarations, Article 6 of the Labour Code contains five principles.

a. As a general rule, a declaration relating to the labour relationship may be made without any formal restriction unless regulations pertaining to employment stipulate otherwise. This is to say, they may be made either verbally or in writing.

b. In the event of the omission of some compulsory formality – where there is no exemption from the rule – a declaration is invalid.

c. This provision provides a guarantee that – if the employee so desires – any declaration must be made in writing even if this were not compulsory otherwise.

d. The employer shall justify his/her actions in writing, if the employee is to be able to obtain legal redress against the employer. In this case the employee must be instructed as to the manner of legal redress and be informed of any deadlines.

e. A written statement shall be regarded as having been made when it is handed over to the person concerned or to the person authorized to receive the statement. The statement is still valid if the person concerned refuses to receive it or intentionally impedes the effort of it being handed over; such an act shall be put on record.

Articles 7–10 of the Labour Code provide for the conditions of setting aside an agreement or statements. These provisions regulate for four cases of invalidity:

a. According to Article 7, the agreement (employment contract or other agreement concluded between the employer and the employee with regard to the employment relationship) may be contested if at the time it was concluded:

- the party concerned was mistaken as to a significant fact or circumstance provided his/her mistake was caused or could have been recognized by the other party,
- both parties were under the same mistaken belief,
- the party concerned had been persuaded to enter into it under unlawful duress.

The agreement may be contested by the party who was misled or persuaded to enter into the agreement under unlawful duress or who was under a mistaken belief. The deadline for contesting is 30 days which commences at the time the mistake or deception is recognized or, in the case of unlawful duress, at the time of cessation of the duress. The Statute of Limitations shall apply to the deadline for contesting, with the proviso that after six months having elapsed, the right to contest can no longer be exercised. Contesting an agreement shall be communicated to the other party in writing. Thereafter, the regulations for handling legal disputes in labour relations shall apply to the procedures. The above-mentioned provisions shall apply in the event that the party concerned wishes to contest his/her own legal statement.

b. An agreement that violates a regulation pertaining to employment or another rule of law is void. If voidness cannot be redressed within a short time without offence to the parties and to the public interest, voidness must be officially taken into consideration.

c. The employee shall not relinquish in advance rights that guarantee his/her wages and the protection of his/her person, and neither shall he/she conclude an agreement in advance that curtails his/her rights to his/her detriment.
d. If only some part of the agreement is invalid, then the regulation pertaining to employment shall be applied instead, except if the parties would not have reached agreement without the invalid part.

According to Article 10 of the Labour Code, rights and obligations arising from an invalid agreement shall be taken as though they were valid. Unless provided otherwise in the Labour Code, the employer shall immediately conclude legal relations that came into being on the basis of the invalid agreement. In the event of the agreement being invalid as a result of the employer’s fault, the legal consequences of an ordinary notice by the employer shall be applied accordingly. In the case of damage accruing to any of the parties on account of the invalidity of the agreement, the rules of liability for compensation shall apply accordingly.

Concerning the assertion of claims, Article 11 of the Labour Code provides a three-year period of limitation. An exception is made regarding liability for damages engendered by a crime, where the period of limitation is five years; and, if the term stated for initiating criminal proceedings is longer than this then it corresponds to the term stated. The period commences when the events leading to the claim take place. According to a statement of the Labour Division of the Supreme Court, if more than one claim arises from the same measure, conduct or event (e.g. industrial accident) and these claims are initiated at different times, then the period of limitation is decided independently in every case. The lapse of a claim shall be officially considered. Payment subsequent to a lapse shall not be reclaimed on the grounds of lapse. The time limit is not affected by the elimination of the condition giving rise to a claim. If the worker or the employer cannot obtain satisfaction within six months after the impediment he/she may initiate a claim even if the time limit has already expired. The time period is interrupted by a written appeal supporting the claim or by becoming an issue in a labour dispute, especially when acknowledged by the defendant by modification of further demands or by compromise. Following a valid interruption the time period again commences. If during the course of procedure for interrupting the period of limitation an implementable decision is made, the period of limitation only ceases with acts of implementation.

A deadline set in days does not include the day on which the measure (e.g. delivery) giving rise to the commencement of the deadline occurred. A deadline set in weeks expires on the same day of the week as it commences. A deadline (period of duration) set in months or years expires on the same calendar day of the month as it commences. If this day is absent from the month of expiry, then it is the last day of that month. If the last day of a deadline prescribed for the making of some statement is a Saturday, Sunday, or other non-working day, the deadline shall expire on the next working day. Failure to comply with a deadline specified by the Labour Code is excusable if the Code expressly allows it.

When calculating deadlines – unless a regulation pertaining to employment provides otherwise – a day denotes a calendar day.

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József Hajdú

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