

Communication Rules in Employment Law Relationships

Employment law regulations only mandate written form in exceptional cases, and the rise of digitalization has introduced and popularized numerous new forms of written communication. This article outlines the legal requirements for various communication methods and highlights best practices recommended for their application.

According to Hungary's Labour Code (Act I of 2012, hereinafter: "Labour Code"), legal declarations can generally be made without formal requirements unless otherwise specified. Written form is mandatory in certain areas, such as when establishing or amending employment contracts, determining work hours in standby-type jobs, making agreements on voluntary overtime, terminating employment relationships, or in relation to collective agreements. Additionally, employers must issue certain unilateral declarations in writing—such as those related to work schedules, data protection, performance expectations, or task descriptions.

Today, a document is considered written not only if it is in paper form but also if it is electronic, provided it enables the unaltered reproduction of the information, and it allows identification of the issuer and the time of issuance. These conditions are fully met by electronic documents that include advanced or qualified electronic signatures and timestamps. Even simple emails, SMS messages, or chats can meet these legal requirements. The issue typically lies not in the invalidity of such communication but in its evidentiary value: while advanced electronic signatures provide strong and usually indisputable proof, proving the legal validity of a simple email can be more challenging. Nonetheless, Hungarian courts have consistently ruled that simple SMS or email messages can fulfill the written form requirement. Similarly, scanned and returned signed paper documents are considered written communications. Determining the date of delivery is also crucial. Under the Labour Code, an electronic document is deemed delivered once it becomes accessible to the recipient or an authorized party. Accessibility is defined as the moment the message arrives on the recipient's device. Proving this is especially important—delivery or read receipts for emails may help, while proving delivery for SMS or chat messages can be more difficult. A passive response from the employee (e.g., not opening or deleting the message) is still considered a refusal of receipt, and thus the document is considered delivered—similar to paper-based notifications.

Communication can also be deemed written if it is published in a commonly known and accepted local manner, such as posting it on a bulletin board or uploading it to the company intranet.

It is important to note that if the Labour Code requires a written legal statement, but it is issued without fulfilling the formal requirements, the parties may rectify this defect afterward with a supplementary written declaration to achieve the intended legal effect.

Where the law does not prescribe written form, parties are free to make agreements orally or through implied conduct.

A recent Supreme Court (Kúria) ruling clarified the conditions for agreements based on implied conduct. If no written form is required by law, parties can reach agreements through conduct, provided the

essential terms of the agreement are clear and unambiguous. Therefore, the actions of the parties must clearly reflect the core elements of the agreement between them.

Finally, it's also important to know that, upon the employee's request, the employer must issue legal statements in writing even when no such requirement exists under the law.

If you need further information on this topic or have questions regarding a specific case, feel free to contact our office.