

## **Further measures for the protection of employees, but at the expense of the employer?**

**Below, we would like to draw the attention of employers to the additional rights of employees regarding termination and modification of employment contracts.**

As a result of the EU's law harmonisation obligations, from 1 January 2023 the Act I of 2012 on the Labour Code (hereinafter: Labour Code) has been amended in several areas. As before, in certain cases, the employer is exempt from the obligation to provide reasons when terminating the employment of the employee. Such cases include (i) the termination of the employment of an employee who is already in the age of retirement, (ii) an employee in a management position, (iii) immediate termination during the probationary period, and (iv) immediate termination of a fixed-term employment relationship if the employer pays the absentee allowance specified in the Labour Code. However, an important change from January 1st is that the employer is obliged to retroactively justify the termination of the employment, even in the absence of an obligation to provide reasons, at the request of the employee, if at the employee's opinion the employment was terminated for the following reasons:

- utilization of working time reduction for the purpose of personal care provided to a family member in need of care due to severe health reasons or to a person living in the same household as the employee
- utilization of paternity, parental leave or unpaid leave for the purpose of childcare
- requesting flexible working conditions such as teleworking, part-time work, or workplace modification.

The employee may request the reasoning behind the termination in writing, within fifteen days from the notification of the termination, and the employer is obliged to provide the employee with a written response within an additional fifteen days from the receipt of the request. This means that the employer must prove a valid reason that credibly demonstrates that the employer's termination was not related to the above-mentioned reasons cited by the employee, but rather had another cause.

The employer's obligation to inform employees about the possibility of full-time or part-time employment, teleworking, or indefinite employment has not changed. Based on this information, the employee may make an offer to modify its employment contract, which the employer must respond to in writing within 15 days.

A significant change as of January 1st is that the employee cannot request a modification of its employment contract during the first six months of employment. However, the new rules also impose a mutual obligation to provide reasoning. Therefore, the employee must also substantiate its request, and the employer is required to provide a justification for the response within 15 days if he rejects the employee's request. Moreover, if the request is unlawfully rejected or if there is no response, the court may replace the employer's consenting statement. The Labour Code does not provide guidance on what reasons may be used to deny such a request.