

Huynh Thi Truc Giang

AN ANALYTICAL COMPARISON OF ATYPICAL EMPLOYMENT IN HUNGARIAN AND VIETNAMESE LABOUR LAW

Abstract

Economic globalization, technological change and social environment have made the labour market in countries worldwide in general and in Europe, in particular, more flexible. Since then, atypical types of employment as well as legal regulations have emerged to regulate this relationship. In Hungary, according to the research made by Bankó, Zoltán and Szőke, Gergely: Technological and other changes namely the development of social media sites, new devices, cloud computing, big data, and globalization exerted a significant effect on the world of labour, the nature of employment, and also on Labour law, which regulates these relations.¹ Vietnam is not an exception to that rule, so Vietnamese law also has a record of atypical employment in the Labour Code. In light of comparing the corresponding provisions in the Labour laws of Hungary and Vietnam in some legal aspects such as labour contract, salary, working time, the article tries to clarify the differences and similarities of Hungarian and Vietnamese laws in atypical employment regulations.

1. Introduction

Many previous studies have shown the economic, social and labour market benefits of atypical employment. According to Hnidenko, Viktoriia atypical work can provide considerable economic and social benefits. It opens up the labour market to people for whom full-time employment is unfeasible or unattractive. It also provides more flexibility, mobility and dynamism to the labour market, which in turn may contribute to an innovative culture, improved economic performance and efficiency.² In other words, atypical employment can help to improve an employment situation in European countries.³ Specifically, in Hungary, according to the National Action Plan, the low Hungarian employment rate is closely connected to the low activity rates among disadvantaged groups of employees on the labour market such as women with small children, young workers, and older workers, also workers five years before the pensionable age, and workers whose employability has changed due to accidents, etc. By referring to international experiences, the document points out that the employability of these disadvantaged groups could be improved by the extension of

¹ Bankó, Zoltán; Szőke, Gergely László: Issues of digital workplace – the situation in Hungary, *JurInfo*, Hungary, 2016, 31.

² Hnidenko, Viktoriia: Concept of atypical employment in Europe, *Topical issues of law: theory and practice*, No.31, 2016, 267- 278.

³ Hnidenko, Viktoriia: Concept of atypical employment in Europe, *Topical issues of law: theory and practice*, No.31, 2016, 267- 278

flexible forms of employment.⁴ The studies mentioned above have shown that atypical workers play an important role in European countries and in Hungary as well, however to a certain extent, they are subject to discrimination,⁵ even in the provisions of Labour law. For example, many Labour and Social protection laws and institutions are still based on the profile of an imaginary typical worker, atypical workers often find that regulations and criteria are - for no good reason - less favourable for them, and or not tailored to their situations.⁶ In Hungary: the creation of flexibility became a slogan as early as in the 1990s,⁷ which involved the breakthrough of contractual forms which could ensure such flexibility.⁸ A rather large part of employments became more flexible than before. As a consequence, atypical work often does not turn out to be an economic and social opportunity, but a position in which reduced working hours are combined with inferior working conditions and lower pay; a fate which - as has already been stated - mostly concerns women (although women have a stronger presence in some types of atypical work (e.g. part-time work) than in others (e.g. self-employment).⁹ József Hajdú also has a similar view when saying that: legislators did not pay enough attention to job quality, which could be a significant approach to be tackled.¹⁰

Therefore, this paper's objective is to find an answer to the question: how the position of atypical employment is regulated in the current Hungarian labour legislation, and then will compare it with the corresponding regulations in Vietnamese law and comment on regulations for atypical workers in Vietnam. Specifically, the following research questions will be clarified in this study: (1) The concept of atypical employment under Hungarian and Vietnamese law. (2) Atypical employment patterns in Hungary and Vietnam. (3) How do the laws of Hungary and Vietnam provide for atypical employment contracts? (4) How are working hours, and wages for atypical workers defined in the Labour laws of Hungary and Vietnam? To accomplish the goal, methods such as synthesis, research, analysis and evaluation of relevant literature are used.

⁴ Gyulavári, Tamás, and Hős, Nikolett: The Road to Flexibility: Lessons from the New Hungarian Labour Code. *European Labour Law Journal*, vol. 3, no. 4, 2012, p. 252-269.

⁵ See more: Gyulavári, Tamás, and Hős, Nikolett: The Road to Flexibility: Lessons from the New Hungarian Labour Code. *European Labour Law Journal*, vol. 3, no. 4, 2012, p. 252-269; Elena, Bardasi; Marco, Francesconi: The impact of atypical employment on individual wellbeing: evidence from a panel of British workers. *Social Science & Medicine* 58, 2004, 1671-1688.

⁶ Hnidenko, Viktoriia: Concept of atypical employment in Europe, *Topical issues of law: theory and practice*, No.31, 2016, 267- 278.

⁷ Reinhold, Fahlbeck: Towards a Revolutionised Working Life. *The Information Society and the Transformation of the Workplace*, *International Journal of Comparative Labour Law and Industrial Relations*, Issue 3. 1998, 247-266.

⁸ Zoltán, Bankó: A rugalmas foglalkoztatás munkajogi megoldásai (Labour Law answers to flexible employment forms), *Utilitates*, Pécs, 2014, 11.

⁹ Casey, Bernard: *Temporary Employment: Practice and Policy in Britain*. London, Policy Studies Institute, 1988.

¹⁰ József, Hajdú: Atypical Employment Relationships in the New Hungarian Labour Code. *Liber Amicorum*, University of Lodz, 2015, <http://hdl.handle.net/11089/33903>.

2. The concept of atypical employment in Hungarian and Vietnamese Labour Law

Atypical employment is conceptualized differently in different countries and regions, thus it seems to be more productive to clarify the concept of this kind of employment by comparing it with typical employment. According to Kazuya Ogura, typical (or regular) employment is generally defined as "full-time" employment, in which the contract term is not limited", and forms of employment not meeting this criterion are considered part of atypical or non-regular employment.¹¹ Atypical employment can be conceived under very general headings such as: contingent work, alternative work arrangements, flexible working practices, or under less general headings such as independent contractors, on-call workers, temporary help agency workers and workers provided by contract firms.¹²

Different areas of science define atypical employment in different ways. Labour lawyers define it as working not in a typical way, statisticians define it as concrete ratios and sociologists refer to each form that differs from the traditional.¹³ The ILO (International Labour Organisation) defines atypical employment as employment that differs from the usual and, in most cases, has been concluded with a contract and strongly protected by social rights. Because of the diversity of the forms of employment, the changing system of relations on the labour market, and the effect of globalisation, it is not easy to determine the advantages and disadvantages of the different forms of employment for the society, the employees and the employers.¹⁴

There is no statutory definition of atypical employment in the Hungarian Labour Code of 2012. However, in this code forms of atypical employment are defined. According to József Hajdú, the new atypical (flexible) employment relationships derive from three different sources. Firstly, there are three new forms of atypical employment in the Hungarian Labour Code: on-call work, job sharing and employee sharing (Articles 193–195). Secondly, simplified (casual) employment is now regulated by the HLC, which was considered an employment relationship earlier as well, however, it was formerly regulated exclusively by a separate Act (Articles 201–203, other technical provisions are contained in Act 75 of 2010). Thirdly, outworkers' employment is now formally regulated by the Labour Code (Outworkers may be employed in jobs that can be performed independently and that is remunerated exclusively on the basis of the work done (Articles 198–200 of the 2012 HLC) within an employment relationship, however, it is rather a legal relationship between the employment relationship and the Civil law relationship belonging to the grey zone (economically dependent work). Nevertheless, the notion of self-employment is not defined in the Hungarian Labour

¹¹ Kazuya, Ogura: International Comparison of Atypical Employment: Differing Concepts and Realities in industrialized Countries. *Japan Labor Review*, vol 2, Number 2, April 2005, 5-29.

¹² Fleetwood, Steve: Conceptualizing Unemployment in a Period of Atypical Employment: A Critical Realist Perspective. *Review of Social Economy* 59 (1), 2001, 45-69.

¹³ Hnidenko, Viktoriia: Concept of atypical employment in Europe, *Topical issues of law: theory and practice*, No.31, 2016, 267- 278.

¹⁴ Polivka, Anne; Thomas Nardone: On the Definition of Contingent Work'. *Monthly Labour Review* 112 (2), 1989, 9-14.

law.¹⁵ To sum up, the new Hungarian Labour Code (2012) incorporates many atypical forms of employment relationship. These are the following: (1) home based work, (2) telework, (3) casual work, (4) employee under employment relationship with public employer, (5) employment of incapacitated employee, (6) fixed-term contract, (7) part-time contract, (8) on-call contract, (9) job-sharing, (10) employee sharing, (11) agency work, and (12) employment relationships between school cooperatives and their members.¹⁶

Contrary to the provisions of the Labour Law of Hungary, the Labour law of Vietnam has a regulation on the concept of atypical employment called part-time employment. Still, there is no regulation on the forms of atypical employment.

Vietnamese Labour Law stipulates¹⁷: Part-time employee is an employee who works for less than the usual daily, weekly or monthly working hours as prescribed by Labour laws, the collective bargaining agreement and internal labour regulations. Additionally, clause 3 of Article 32 of this law stipulates that: A part-time employee shall be entitled to receive salary, equal rights and obligations belonging to a full-time employee as well as equal opportunity and treatment, and a safe and hygienic working environment. This concept suggests that the only criterion distinguishing part-time workers from full-time workers is their shorter working hours.

3. Some legal aspects of atypical employment in Hungarian Labour law and Vietnamese Labour law

Section 12 (1) of the Hungarian Labour Code of 2012 stipulates that: In connection with employment relationships, such as the remuneration of work, the principle of equal treatment must also be strictly observed. Remedying the consequences of any breach of this requirement may not result in any violation of, or harm to the rights of other workers. Thus, the employment relationships specified in the Hungarian Labour Code, regardless of typical employment or atypical employment must be guaranteed equally.

Vietnam has similar provisions in Clause 3, Article 32 of the Labour Code of 2019. Accordingly, a part-time employee shall be entitled to receive salary, equal rights and obligations as a full-time employee; equal opportunity and treatment, and to a safe and hygienic working environment. Because of the non-discriminatory regulation of these types of work, both Vietnamese and Hungarian Labour laws have only standard provisions on labour contracts, wages, and working hours of employees. It means that these provisions will apply to both typical and atypical workers. Comparative analysis of these elements in the laws of Vietnam and Hungary will be made below.

¹⁵ József Hajdú: Atypical Employment Relationships in the New Hungarian Labour Code. Liber Amicorum, University of Lodz, 2015, <http://hdl.handle.net/11089/33903>.

¹⁶ József Hajdú: Atypical Employment Relationships in the New Hungarian Labour Code. Liber Amicorum, University of Lodz, 2015, <http://hdl.handle.net/11089/33903>.

¹⁷ Clause 1 Article 32 of the 2019 Vietnamese Labour Law - was issued by the Vietnamese National Assembly on 20 November 2019, <https://thuvienphapluat.vn/van-ban/Lao-dong-Tien-luong/Bo-Luat-lao-dong-2019-333670.aspx#tab2>, 26/9/2021.

3.1. Labour contract

3.1.1. Form of labour contract

Section 44 of the Hungarian Labour law of 2012 defines that: Employment contracts may only be concluded in writing. Invalidation on the grounds of failure to set the contract in writing may only be alleged by the employee within a period of thirty days from the first day on which he commences work.

Contrary to the regulation of the Hungarian Labour Law that a labour contract should only be concluded in writing, Article 14 of the Vietnamese Labour Code allows the employee and the employer to choose to enter into a contract either in writing or in speech. If the contract is entered into in writing, it must be made in two copies, one of which will be kept by the employee, the other by the employer. An employment contract in the form of electronic data conformable with electronic transaction laws shall have the same value as that of a physical contract. The parties can enter into a verbal contract provided that the contract term is less than one month.

3.1.2. Content of an employment contract

An essential criterion for distinguishing between typical employment and atypical employment is the length of employment. Therefore, this is one of the critical contents that all parties must agree on and express it in the labour contract. In (2) Section 45 of the Hungarian Labour Code stipulates that: The term of the employment relationship shall be defined in the employment contract. Failing this, the employment relationship is concluded for an indefinite duration.

Similar content is specified at point g, Clause 1, Article 21 of the Vietnamese Labour Code. In addition, the contents related to base wage, job function¹⁸ and workplace¹⁹ are also recognized as an essential part of the content of an employment contract.

3.1.3. Termination of a labour contract

Both Hungarian and Vietnamese laws have provisions on cases of termination of labour contracts. Accordingly, in Section 63 of the Hungarian Labour Code and Article 34 of the Vietnamese Labour Code, it is stated that a labour contract will terminate upon the expiration of the contract's terms (Vietnam: Clause 1 Article 34, Hungary: point c, Clause 1, Section 63), when an employee dies (Vietnam: Clause 6, Article 34, Hungary: point a, (1), Section 63), and when an employer dissolves without continuity (Vietnam: Clause 7, Article 34, Hungary: b, (1), Section 63).

In addition, Vietnamese law also stipulates several other cases that can terminate an employment contract, such as: the tasks stated in the employment contract have been completed (Clause 2, Article 34), the employee is sentenced to imprisonment

¹⁸ (1) Section 45 of the Hungarian Labour Code and điểm d Khoản 1 Điều 21 Vietnamese Labour Code.

¹⁹ (3) Section 45 of the Hungarian Labour Code and điểm c Khoản 1 Điều 21 Vietnamese Labour Code.

without being eligible for suspension or release as prescribed, capital punishment or is prohibited from performing the work stated in the employment contract by an effective verdict or judgment of the court (Clause 4, Article 34), the foreign employee working in Vietnam is expelled by an effective verdict or judgment of the court or a decision of a competent authority (Clause 5, Article 34), the employee dies; is declared by the court as a legally incapacitated person, missing or dead (Clause 6, Article 34), the employer that is a natural person dies; is declared by the court as a legally incapacitated person, missing or dead (Clause 7, Article 34), the employee is dismissed for disciplinary reasons (Clause 8, Article 34), the employee unilaterally terminates the employment contract (Clause 9, Article 34), the employer unilaterally terminates the employment contract (Clause 10 Article 34), the employer allows the employee to resign (Clause 11, Article 34), the work permit or a foreign employee expires (Clause 12, Article 34), the employee fails to perform his/her tasks during the probationary period under the employment contract or gives up the probation (Clause 13, Article 34).

Article 65 of the Hungarian Labour Code provides for termination of employment by notice. Whereby, (1) An employment relationship may be terminated by the employee and the employer by notice. (2) If so agreed by the parties, the employment relationship may not be terminated by notice for a period of up to one year from the date of commencement of the employment relationship. (3) The employer may not terminate the employment relationship by notice: a) during pregnancy; b) during maternity leave; c) during a leave of absence taken without pay for caring for a child (Sections 128 and 130); d) during any period of actual reserve military service; and e) in the case of women, while receiving treatment related to a human reproduction procedure, for up to six months from the beginning of such treatment.

Vietnam's labour law does not stipulate the termination of employment by notification but instead provides for the unilateral termination of the employee's labour contract in the following cases: Firstly, an employee shall have the right to unilaterally terminate the employment contract, provided he/she notices the employee in advance: a) at least 45 days in case of an indefinite-term employment contract; b) at least 30 days in case of an employment contract with a fixed term of 12 – 36 months; c) at least 3 working days in case of an employment contract with a fixed term of under 12 months; d) The notice period in certain fields and jobs shall be specified by the government. Secondly, an employee shall have the right to unilaterally terminate the employment contract without prior notice if he/she: a) is not assigned to the work or workplace or not provided with the working conditions as agreed in the employment contract, except for the cases specified in Article 29 of this Labour Code; b) is not paid adequately or on schedule, except for the case specified in Clause 4 Article 97 of this Code. c) is maltreated, assaulted, physically or verbally insulted by the employer in a manner that affects the employee's health, dignity or honour; is forced to work against his/her will; d) is sexually harassed in the workplace; đ) is pregnant and has to stop working in accordance with Clause 1 Article 138 of this Labour Code, e) reaches the retirement age specified in Article 169 of this Labour Code, unless otherwise agreed by the parties; or g) finds that the employer fails to provide truthful information in accordance with

Clause 1 Article 16 of this Labour Code in a manner that affects the performance of the employment contract.²⁰

At the same time, there are regulations on cases in which an employer is prohibited from unilaterally terminating an employment contract: 1. The employee is suffering from an illness or work accident, occupational disease and is being treated or nursed under the decision of a competent health institution, except for the cases stipulated in Point b Clause 1 Article 36 of this Labour Code, 2. The employee is on annual leave, personal leave, or any other types of leave permitted by the employer, 3. The employee is pregnant, on maternal leave or raising a child under 12 months of age. If the employer unlawfully terminates the labour contract unilaterally, the obligations will apply to them as follows: 1. The employer that illegally unilaterally terminates an employment contract with an employee shall reinstate the employee in accordance with the original employment contract, and pay the salary, social insurance, health insurance and unemployment insurance premiums for the period during which the employee was not allowed to work, plus at least 2 months' salary specified in the employment contract. After the reinstatement, the employee must return the severance allowance or redundancy allowance (if any) to the employer. Where there is no longer a vacancy for the position or work as agreed in the employment contract and the employee still wishes to work, the employer shall negotiate revisions to the employment contract. Where the employer fails to comply with the provisions on notice period in Clause 2 Article 36 of this Labour Code, the employer shall pay a compensation that is worth the employee's salary for the remaining notice period from the termination date. 2. In case the employee does not wish to return to work, in addition to the compensation prescribed in Clause 1 of this Article, the employer shall pay a severance allowance in accordance with Article 46 of this Code in order to terminate the employment contract. 3. Where the employer does not wish to reinstate the employee and the employee agrees, in addition to the compensation mentioned in Clause 1 of this Article and the severance allowance mentioned in Article 46 of this Labour Code, both parties shall negotiate an additional compensation which shall be at least 2 months' salary under the employment contract in order to terminate the employment contract.²¹

3.2. Wage of an employee

In (3) Section 52 The Hungarian Labour Code defines that: The employee's wages fixed in the employment contract or by employment regulations may not be reduced on account of the employee having received any remuneration under Subsection (2) upon the employer's prior consent.

In addition, in (1) Article 137, it is provided for that: Employers may establish wages on a time or performance basis, or by a combination of the two. Wages under

²⁰ Article 35 Vietnamese Labour Law-was issued by the Vietnamese National Assembly on 20 November 2019, <https://thuvienphapluat.vn/van-ban/Lao-dong-Tien-luong/Bo-Luat-lao-dong-2019-333670.aspx#tab2>, 26/9/2021.

²¹ Article 41, Vietnamese Labour Law-was issued by the Vietnamese National Assembly on 20 November 2019, <https://thuvienphapluat.vn/van-ban/Lao-dong-Tien-luong/Bo-Luat-lao-dong-2019-333670.aspx#tab2>, 26/9/2021.

the Hungarian Labour Law can be determined according to performance-based wage. Performance-based wage means where wages are paid on the basis of performance related requirements specified for each worker separately in advance²². However, in (3) of Section 137 further provides for: Wages in the form of performance-based wages exclusively may be established only if so agreed in the employment contract.

Section 153 of the Hungarian Labour Code regulates the minimum wage as follows: The amount and scope of the mandatory minimum wage and the guaranteed wage minimum (hereinafter referred to collectively as “mandatory minimum wage”) shall be determined by the Government following consultations in the Nemzeti Gazdasági és Társadalmi Tanács (National Economic and Social Council). The mandatory minimum wage specified by the Government for certain groups of employees may differ.²³ Thus, the law allows that the mandatory minimum wage and guaranteed wage minimum specified by the Government for certain groups of employees may differ, however, Hungary has no differentiated minimum wage for certain (such as sectoral, age etc.) groups of employees.²⁴

The difference between the two types of minimum wage – mandatory minimum wage, and the guaranteed wage minimum – is the following: in case of full-time employees hired for jobs requiring at least secondary school qualification or secondary vocational qualification, the guaranteed wage minimum is to be paid (which is slightly higher than the “regular” mandatory minimum wage). Entitlement to the higher amount (the guaranteed wage minimum) is connected to the job (position), not to the employee. For instance, an employee with secondary school qualification working in a job not requiring – as set by law, collective agreement, or by the employer – at least secondary school qualification, is not entitled to the higher amount. The entitlement shall be decided on a case by case basis (there is no official, all-encompassing “list” of jobs giving entitlement to the higher amount).

Contrary to the idea of the uniform minimum wage system, there are two important non-standard forms of employment, where a reduced rate of minimum salary is applicable. As a consequence, these are, to some extent, “low cost”, “second-class” forms of employment.

Firstly, in 2010, the government introduced a new, gigantic public works (PW) programme (National Public Work Scheme) to those who have fewer chances to get a job on the primary labour market. PW is a special form of employment.

Secondly, the legal construction of simplified employment and occasional work relationships (hereinafter: SE) is partly regulated by Chapter XV of the LC (as a specific form of the employment contract), partly by Act LXXV of 2010 on Simplified Employment (which regulates SE’s administrative, public law aspects). SE is formally an employment relationship, more precisely an atypical one, probably the most atypical one, being relatively far from the protective level of the standard employment relationship. In fact, the SE-system is a kind of “budget/low-cost”, or “second-class”

²² (3) Section 137 of the Hungarian Labour Code of 2012

²³ (1) and (2) Section 153 of the Hungarian Labour Code of 2012, <https://www.ilo.org/dyn/travail/docs/2557/Labour%20Code.pdf>, (26/9/2021).

²⁴ Kun, Attila: Wage-setting in Hungary – from a Labour Law Perspective, Italian Labour Law e-Journal, Issue 2, Vol.12, 2019, <https://doi.org/10.6092/issn.1561-8048/9989>, (26/9/2021).

employment relationship, partially “outsourced” from the scope of standard Labour law (the LC defines the applicable and the non-applicable Labour law rules). The SE system provides for a “cheap”, administratively less burdensome and flexible – but also less protective – way of occasional employment. It is a form of casual work, or marginal part-time employment.²⁵

In Vietnam, Clause 1, Article 90 of the Labour Code stipulates that: A salary is an amount the employer pays the employee under an agreement for a work performed by the latter. Salary equals (=) base salary plus (+) allowances and other additional amounts. Clause 2 of the same law further stipulates that: The base salary must not fall below the statutory minimum wages.

In addition, Clause 1, Article 91 of the Vietnamese Labour Code has the following regulations on the minimum wage: Statutory minimum wages are minimum wages of workers who do the simplest jobs in normal working conditions that are sufficient to support themselves and their families, and appropriate for socio-economic development.

In Vietnam, the minimum wage plays a vital role because it is applied to simple labour and is also an essential legal framework, the basis for providing labour for the society. The current general minimum wage is stipulated in Resolution No. 27/2016/QH 14 dated November 11 of the National Assembly. Accordingly, the general minimum salary of 1,300,000 VND/month has been implemented since July 1, 2017.

3.3. Working time

Section 86 of the Hungarian Labour Code 2012 states: ‘Working time’ shall mean the duration from the commencement until the end of the period prescribed for working, covering also any preparatory and finishing activities related to working. ‘Preparatory or finishing activities’ is explained as follows: operations comprising a function of the worker’s job by nature that is ordinarily carried out without being subject to special instructions.

Unlike Hungarian law, Vietnamese law does not have regulations to clarify the concept of working time. Instead, there is regulation merely on regular working hours in Article 105:

1. Normal working hours shall not exceed 8 hours per day or 48 hours per week.
2. An employer has the right to determine the daily or weekly working hours and inform the employees accordingly. The daily working hours shall not exceed 10 hours per day and not exceed 48 hours per week where a weekly basis is applied. The State encourages employers to apply 40-hour workweeks.

Section 92 of the Hungarian Labour Code of 2012 also has similar provisions as follows:

- (1) The daily working time in full-time jobs is eight hours (regular daily working time).

²⁵ Gyulavári, T., Az alkalmi munka a magyar jogban, in Bankó Z., Berke Gy., Tálné M. E. (eds.), *Quid Juris: Ünnepi kötet a Munkaügyi Bírák Országos Egyesülete megalakulásának 20. Évfordulójára*, 2018, MBOE, Budapest, 134-135.

(2) Based on an agreement between the parties, the daily working time in full-time jobs may be increased to not more than twelve hours daily for employees: a) working in stand-by jobs; b) who are relatives of the employer or the owner (extended daily working time).

(3) For the purposes of Subsection (2), ‘owner’ shall mean any member of the business association holding more than twenty-five per cent of the votes in the company’s decision-making body.

4. Conclusion

Although promulgated at different times and in two different countries, the Hungarian Labour Code and the Vietnamese Labour Code also have certain commonalities regarding contract provisions, labour, wages and working hours. It can be said that these contents intend to protect the rights of employees as the weaker party in the relationship with the employer.

Some striking similarities between Hungarian and Vietnamese labour laws are that the working time of atypical workers is shorter than that of typical workers. In addition, the regulations on the protection of employees when the employer unilaterally terminates the labour contract is also a humane regulation of the laws of these two countries. They comply with international standards on the principle of non-discrimination between the two types of employment: typical and atypical. However, due to different legislative points of view, when an employment regulation is atypical, Hungarian law only provides for the forms of this type of employment without stating the legal concept. Meanwhile, there are no forms of atypical employment defined in Vietnam's labour law.

REFERENCES

- Bankó, Zoltán; Szőke, Gergely László: *Issues of digital workplace – the situation in Hungary*, JurInfo, Hungary, 2016.
- Bankó, Zoltán: *A rugalmas foglalkoztatás munkajogi megoldásai* (Labour Law answers to flexible employment forms), Utilitates, Pécs, 2014, 11.
- Bardasi, Elena; Marco, Francesconi: *The impact of atypical employment on individual wellbeing: evidence from a panel of British workers*. *Social Science & Medicine* 58, 2004.
- Casey, Bernard: *Temporary Employment: Practice and Policy in Britain*, London, Policy Studies Institute, 1988.
- Fleetwood, Steve: *Conceptualizing Unemployment in a Period of Atypical Employment: A Critical Realist Perspective*, *Review of Social Economy* 59 (1), 2001.
- Gyulavári, Tamás, and Hős, Nikolett: *The Road to Flexibility: Lessons from the New Hungarian Labour Code*, *European Labour Law Journal*, Vol. 3, No. 4, 2012.
- Hnidenko, Viktoriia: *Concept of atypical employment in Europe*, *Topical issues of law: theory and practice*, No.31, 2016, 267- 278.
- Kazuya, Ogura: *International Comparison of Atypical Employment: Differing Concepts and Realities in industrialized Countries*, *Japan Labor Review*, Vol 2, Number 2, April 2005.

Kun, Attila: *Wage-setting in Hungary – from a Labour Law Perspective*, Italian Labour Law e-Journal, Issue 2, Vol.12, 2019, <https://doi.org/10.6092/issn.1561-8048/9989>, (26/9/2021).

Polivka, Anne: *Thomas Nardone: On the Definition of Contingent Work*. Monthly Labour Review 112 (2), 1989.

Reinhold, Fahlbeck: *Towards a Revolutionised Working Life. The Information Society and the Transformation of the Workplace*, International Journal of Comparative Labour Law and Industrial Relations, Issue 3. 1998.

József Hajdú: *Atypical Employment Relationships in the New Hungarian Labour Code. Liber Amicorum*, University of Lodz, 2015, <http://hdl.handle.net/11089/33903>.

Vietnamese Labour Law - was issued by the Vietnamese National Assembly on 20 November 2019, <https://thuvienphapluat.vn/van-ban/Lao-dong-Tien-luong/Bo-Luat-lao-dong-2019-333670.aspx#tab2>.