



## Questions for clarification

### **The Danish team has asked as follows:**

- 1) Are the salary and the jubilee award settled in the same collective agreement between Company "X" and Trade Union "A", and is the salary settled in the collective agreement between Company "Y" and Trade Union "B"?
- 2) At what time was Plaintiff I employed at Company "Y" and when did he receive salary from Company "Y"?

### **Clarification:**

- 1) *The salary of the employees is settled in the labour contract between the Employer "X" and the plaintiffs. The jubilee award is settled in the collective agreement between Employer "X" and Trade Union "A". The salary of the Company "Y"'s employees is also settled in their labour contract.*
- 2) *The labour contract between Company "Y" and Plaintiff I. was established on 2 April 2016. Since that time the Plaintiff I. gets 1400 Euro/month. The additional bonus becomes due after the end of 2016.*

### **The Polish team has asked as follows:**

- 1) Did plaintiff I and plaintiff II work after the agreement termination and if yes, where and for whom?
- 2) Who is the defendant?
- 3) When did the jubilee award claim become due and payable, on 30 Dec 2015, 31 Dec 2015 or 1 Jan 2016?

### **Clarification:**

- 1) *Plaintiff I. worked for Company "Y" after 2 April 2016. Since that time the Plaintiff I. gets 1400 Euro/month. The additional bonus becomes due after the end of 2016. Plaintiff II. performed no further work for Company "Y"*
- 2) *The Defendant is Company "Y".*
- 3) *Jubilee award became payable on 1 January 2016.*

**The Belgian team has asked as follows:**

- 1) Is there a penalty provided by Hungarian law when an employer doesn't respect his obligation to inform and consult?
- 2) What is the legal retirement age for an employee at the time of the facts? Is there a provision that allows an employer to dismiss a worker close to the legal retirement age and/or to refuse to hire him on ground of his age?

**Clarification:**

*1) There is no objective sanction. The performance of the Employer shall be evaluated during court proceedings.*

*2) The employer shall be permitted to terminate the employment relationship of workers, other than pensioners, concluded for an indefinite duration inside the five year period before the date when the employee reaches the age limit for old age pension on the grounds of the workers' behaviour in relation to the employment relationship only for the reason of the termination without notice. The employment relationship of the said workers may be terminated in connection with workers' ability or for reasons in connection with the employer's operations if the employer has no vacant position available at then workplace suitable for the worker affected in terms of skills, education and/or experience required for his/her previous job, or if the worker refuses the offer made for his/her employment in that job.*

*The legal retirement age for Plaintiff II. is 63,5 years*

**The Finnish team has asked as follows:**

- 1) When it is told "they would employ five waiters", is this the total number of waiters employed by Employer "Y" and were all of the five waiters employed former employees of Employer "X"?
- 2) When have the claims been filed?
- 3) Was the final lease contract actually made on 1 January 2016 (as agreed in the preliminary contract)?

**Clarification:**

*1) Company "Y" employs more than 5 waiters, the other employees were hired later. This means, that Company "Y" has 5 waiters who worked previously for Employer "X", and other workers who had no previous contact with Employer "X"*

*2) The Claims were filed after 01.01.2016. but it is not relevant.*

3) *Yes.*

**The Dutch team has asked as follows:**

- 1) Are the plaintiffs suing solely company Y or also company X? (to whom should the plaintiffs document be directed at? And in whose defence shall be written a rebuttle?)
- 2) Can you elaborate further on the identity of the lessor and company Y? Are these private entities or also connected to the Hungarian government?
- 3) Is the restaurant operated by X solely servicing visitors of the veterinary office like an in-house cafeteria and is Y continuing to operate in a similar fashion?

**Clarification:**

- 1) *Plaintiffs suing solely Company “Y”.*
- 2) *Lessor and Company “Y” are privately owned companies, have no contractual relationship with the Hungarian government.*
- 3) *The restaurant operates mainly as an in-house restaurant but it is opened for every visitor regardless whether they are a client of other services or not.*