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THE PROTECTION OF WAGES IN CONTRACTUAL EMPLOYMENT RELATIONSHIPS: THE INTERNATIONAL LABOUR ORGANISATION'S STANDARDS AND THE POLISH LAW

Abstract. The presented study is concerned with the protection of wages in contractual employment relationships on the basis of Polish legislation and the standards of the International Labour Organisation, in particular Convention No. 95. By contractual employment relationships, the author means not only the relations based on an employment contract, but also any contractual relationship that creates on the part of the person performing work the obligation to perform work and on the part of the other party the obligation to pay remuneration for that work. The studies to date have not dealt extensively with the issues of the impact of International Labour Organisation's (hereafter: ILO) standards on the level of wage protection in Poland. Furthermore, no thorough reflection on possible methods of such an impact and the setting of this issue on a timeline can be found.

Research objective: Therefore, in this paper, the author made an attempt to answer the questions of whether, to what extent, and what relevance for wage protection in Poland should be attributed to the ILO standards defined in Convention No. 95, and whether, and how, this has changed over time.

Methods: The research is based on a dogmatic analysis of the provisions of the Polish law and Convention No. 95 as well as the documents of the International Labour Organisation and the relevant legal literature. The historical method was applied to examine the transformations of wage protection in Poland.

Conclusions: As a result of the analysis, the author concluded that, at the time of the ratification of Convention No. 95, the Polish law met its standards. The departure from these standards was initiated by the economic transformations that took place in Poland after the systemic changes which had begun in 1989. This resulted from the emergence of new forms of employment (provided in civil law) that were devoid of the protection inherent in labour law. An essential factor which made it possible to stop the deterioration of social protection associated with the process was the "anchoring" of Poland in the ILO. Indeed, covering the forms of employment based on civil law by the protection-comprising elements that are proper to labour law was largely due to the need to respect the norm set by the Convention standards.

Moreover, the research carried out by the author allowed her to put forward a general thesis that international labour law should be assigned a kind of "fuse" role in addition to other roles it plays. It is because, to a large extent, it prevents a permanent departure from the developed standards

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of civilisation in the world of labour in situations where states are forced to depart from the standards on a temporary basis.

Keywords: international labour law, work outside the employment relationship, legal protection, concept of wages, International Labour Organisation

OCHRONA PŁACY W UMOWNYCH STOSUNKACH ŚWIADCZENIA PRACY – STANDARDY MIĘDZYNARODOWEJ ORGANIZACJI PRACY A PRAWO POLSKIE

Streszczenie. Prezentowane opracowanie dotyczy ochrony płacy w umownych stosunkach świadczenia pracy na gruncie ustawodawstwa polskiego oraz norm Międzynarodowej Organizacji Pracy, a konkretnie Konwencji nr 95. Przez umowne stosunki świadczenia pracy Autorka rozumie nie tylko stosunki oparte na umowie o pracę, ale każdy stosunek umowny, który po stronie wykonawcy pracy kreuje obowiązek świadczenia pracy, po drugiej zaś – obowiązek zapłaty wynagrodzenia za tę pracę. W dotychczasowych badaniach nie poruszano szerzej problematyki wpływu standardów MOP na poziom ochrony płacy w Polsce. Brakuje także szczegółowej refleksji na temat ewentualnych metod takiego oddziaływania oraz osadzenia tej problematyki na osi czasu.

Cel badań: Dlatego w niniejszym opracowaniu podjęto próbę odpowiedzi na pytania czy, w jakim zakresie oraz jakie znaczenie dla ochrony płacy w Polsce należy przypisać standardom MOP wyznaczonym przez Konwencję nr 95 oraz czy, i w jaki sposób zmieniało się to na przestrzeni czasu.

Metody: Badania opierają się na analizie dogmatycznej przepisów prawa polskiego i Konwencji nr 95 a także dokumentów Międzynarodowej Organizacji Pracy oraz relewantnego piśmiennictwa prawniczego. Do zbadania przemian ochrony płacy w Polsce wykorzystano metodę historyczną.

Wnioski: W wyniku przeprowadzonej analizy Autorka stwierdza, że w czasie ratyfikacji Konwencji nr 95 prawo polskie spełniało jej standardy. Odejście od tych standardów zapoczątkowały przemiany gospodarcze, które miały miejsce w Polsce po transformacji ustrojowej zapoczątkowanej w 1989 r. Wiązało się to z pojawianiem się nowych (cywilnoprawnych) form zatrudnienia pozbawionych ochrony właściwej dla prawa pracy. Istotnym czynnikiem, który pozwolił na zatrzymanie degradacji ochrony socjalnej związanej z tym procesem, było „zakotwiczenie" Polski w MOP. Objęcie zatrudnienia cywilnoprawnego elementami ochrony właściwymi dla prawa pracy w dużej mierze wynikało bowiem z potrzeby respektowania standardu wyznaczonego normami konwencyjnymi.

Przeprowadzone badania pozwoliły także na postawienie ogólnej tezy, że międzynarodowemu prawu pracy, obok innych ról, należy przypisać również rolę swoistego rodzaju „bezpiecznika". W znaczącym stopniu zapobiega ono bowiem trwałemu odejściu od wypracowanych standardów cywilizacyjnych świata pracy w sytuacjach, w których państwa zmuszone są od tych standardów doraźnie odejść.

Słowa kluczowe: międzynarodowe prawo pracy, praca poza stosunkiem pracy, ochrona prawna, pojęcie płacy, Międzynarodowa Organizacja Pracy

1. INTRODUCTION

Considering the high level of generality, it is difficult to disagree with the statement that conventions and recommendations adopted by the International Labour Organisation (hereinafter referred to as "ILO") play an important role in shaping systems of national labour law. At the same time, they constitute a fundamental component of the *ius gentium* governing the provision of labour.

This is largely due to the special position of the ILO determined by its origins, structure, and operating methods.

Consequently, it should be reminded that the ILO was established in 1919 in accordance with the terms of the Treaty of Versailles, the purpose of which was to agree on the conditions for the final termination of the First World War. Its establishment was intended to reflect the belief that universal and lasting peace can only be achieved if it is based on social justice (Kott 2019, 23–26). However, the idea of internationalising labour law had emerged earlier. Indeed, the creation of labour legislation with an international reach in connection with the burgeoning issue of workers was advocated as early as the 19th century. (Follows 1951; Kaufman 2004, 77; Swepston 1994, 16 et seq.) The harmonisation of labour standards on an international scale also had an economic rationale. In view of the increasing integration of the global economy, in which the play of market mechanisms began to assume an increasingly important role, only the commonality of essential standards of workers protection offered a chance to prevent businesses from achieving a better competitive position in relation to others by maintaining low labour costs, which translated directly into a lower level of social protection for workers (Kott 2019, 31–34).

The mechanism – which consisted in increasing the competitiveness of a business and thus its profit at the expense of the level of social protection of its workers – has been and continues to be used not only by businesses. It has also been used and continues to be used by entire states that also compete with each other in the economic sphere.

In particular, the development strategy of the Central and Eastern European countries was largely based on such a mechanism when, after the collapse of the communist bloc, they tried to achieve a degree of economic development close to that of the highly-developed countries of Western Europe. The objective of this article is to answer the questions of whether, to what extent, and what relevance to this phenomenon should be attributed to the ILO standards.

The attempt to answer these questions has been limited to the ILO's regulations regarding the protection of wages in contractual employment relationships and their impact on the development of the protection of wage earners in Poland in the period after the political transformation initiated by the 1989 transition.[1]

[1] The beginning of the systemic transformation in Poland was marked by the deliberations of the so-called Round Table, at which the representatives of the then authorities and the opposition

2. THE IMPACT OF THE STANDARDS OF THE ILO CONVENTION NO. 95 ON POLISH LEGISLATION

At the outset, it is worth reminding that Poland was one of the founding states of the ILO. Along with Belgium, Cuba, Czechoslovakia, France, Italy, Japan, the United Kingdom, and the United States, it was a member of the Commission on International Labour Legislation, which drafted the ILO Statute. It was incorporated into the Treaty of Versailles (as Part XIII) and was recognised as the constitution of this new Organisation. Later, Poland also was an active member of the ILO (Seweryński 1983, 8–10, 32).

The undeniable influence of the ILO conventions on Polish legislation was primarily noticed in the inter-war period, when the Polish labour law was just taking shape. After the Second World War, it initially surpassed the level of ILO standards at times (Seweryński 1983, 33). In such circumstances, in 1954, Poland ratified the ILO Convention (No. 95) on the protection of wages.[2]

It is the only ILO convention currently in force that deals explicitly (strictly) with wage protection. It is supplemented by ILO Recommendation No. 85, adopted by the ILO General Conference at the same session as Convention No. 95.

The standards which derived from them relate to: 1) the form and frequency of payment of remuneration; 2) the obligation to pay remuneration directly to the worker concerned; 3) the freedom of the worker to dispose of his/her remuneration; 4) protection against deductions and enforcement; 5) protection in the event of bankruptcy; 6) information obligations towards workers.

However, although the type and scope of the instruments of wage protection set out in it is extremely important, from the point of view of the impact of the Convention standard on the Polish law, the primary issue is the material scope of Convention No. 95 and subsequently – as a consequence of the latter – the subjective scope of the act in question.

Therefore, it is worth remembering that the wage that is the object of protection is defined in Article 1 of the Convention as follows:

> In this Convention, the term wages means remuneration or earnings, however designated or calculated, capable of being expressed in terms of money and fixed by mutual agreement or by national laws or regulations, which are payable in virtue of a written or unwritten contract of

(largely representatives of the NSZZ "Solidarność" trade union) sat down driven by the sense of equality and openness to cooperation. Another important element of political change was the parliamentary elections held on 4th and 18th June, 1989. They resulted in a huge success for the opposition side, which then formed the government (August 1989); Tadeusz Mazowiecki was appointed as the Prime Minister.

[2] Convention (No. 95) concerning the protection of wages, adopted in Geneva on 1 July 1949, Journal of Laws of 1955, No. 38, item 234. Konwencja (nr 95) dotycząca ochrony płacy, przyjęta w Genewie dnia 1 lipca 1949 r. tj. Dz. U. z 1995 nr 38 poz. 234.

employment by an employer to an employed person for work done or to be done or for services rendered or to be rendered.[3]

Whether Poland complied with the requirements imposed by Convention No. 95 at the time of its ratification was not disputed. Then, i.e. in the era of the socialist model of centralised economy, the dominance of state and cooperative trade and a negligible percentage of private business entities, performing work under a contract other than an employment contract was an absolutely marginal phenomenon in Poland. However, as regards persons providing work (rendering services) on the basis of an employment contract, the Convention standard of wage protection was already part of the domestic law (cf. the provisions of Division I of Title XI of the 1933 Code of Obligations[4] and the 1928 Decree of the President of the Republic of Poland on the employment contract of white-collar workers (Articles 12–23)[5] and on the employment contract of blue-collar workers (Articles 22–47)[6]) and was maintained during the subsequent amendments of Polish labour legislation (cf. the provisions of Division III of the Labour Code[7]).

The doubts about maintaining this standard began to arise in Poland along with the discussion on the need to apply selected protective elements that are specific to labour law also to those labour contractors who provide work under service contracts as defined in civil law and not under an employment contract. In fact, such grounds for performing work by natural persons began to appear

[3] Article 1 of Convention No. 95 in the French version states: "Aux fins de la présente convention, le terme salaire signifie, quels qu'en soient la dénomination ou le mode de calcul, la rémunération ou les gains susceptibles d'être évalués en espèces et fixés par accord ou par la législation nationale, qui sont dus en vertu d'un contrat de louage de services, écrit ou verbal, par un employeur à un travailleur, soit pour le travail effectué ou devant être effectué, soit pour les services rendus ou devant être rendus".

In the English version, on the other hand, it states: "In this Convention, the term wages means remuneration or earnings, however designated or calculated, capable of being expressed in terms of money and fixed by mutual agreement or by national laws or regulations, which are payable in virtue of a written or unwritten contract of employment by an employer to an employed person for work done or to be done or for services rendered or to be rendered."

[4] Decree of the President of the Republic of Poland of 27 October 1933, Code of obligations, Journal of Laws of 1933, No. 82, item 598 as amended. Rozporządzenie Prezydenta Rzeczypospolitej z dnia 27 października 1933 r. Kodeks zobowiązań tj. Dz. U. z 1933 r. nr 82 poz. 598 z późn. zm.

[5] Decree of the President of the Republic of Poland on the employment contract of white-collar workers, Journal of Laws of 1928, No. 35, item 323 as amended. Rozporządzenie Prezydenta Rzeczypospolitej z dnia 16 marca 1928 r. o umowie o pracę pracowników umysłowych tj. Dz. U. z 1928 r. nr 35 poz. 323 z późn. zm.

[6] Decree of the President of the Republic of Poland on the employment contract of blue-collar workers, Journal of Laws of 1928, No. 35, item 324 as amended. Rozporządzenie Prezydenta Rzeczypospolitej z dnia 16 marca 1928 r. o umowie o pracę robotników tj. Dz. U. z 1928 r. nr 35 poz. 324 z późn. zm.

[7] Polish Labour Code, Journal of Laws of 2023, item 425. Ustawa z dnia 26 czerwca 1974 r. Kodeks pracy tj. Dz. U. z 2023 poz. 425.

en masse after the political transformation initiated in Poland in 1989. This was accompanied by profound economic reforms and a change of course in social policy, introduced with a prevailing support for liberal values, including the freedom to start and run a business. In economic terms, the opening up to the operation of the rules of the free market was primarily aimed at ensuring the recovery of the Polish economy from the disastrous situation it had found itself in during the period of declining communism (Góra 1991, 146–156). Poland's economic development was leveraged, *inter alia*, by the strategy of stimulating the economy and competition with the economies of highly-developed Western European countries based on the promotion of mechanisms allowing Polish business operators to maintain low labour costs. Although this strategy was not provided in any general document or explicit legislative framework, it was nevertheless consistently implemented in various fields, including mainly the labour market policy and related legislation. This was expressed in the explicit approval of the employment of labour contractors (natural persons who are not business operators) not on the basis of an employment contract, but on the basis of civil law contracts regulated by the provisions of the Polish Civil Code[8] (service contract, specific task contract). These contracts, which are very flexible from the perspective of employers – as they grant them full discretion as regards the length of the contract, the freedom to dismiss an worker, unlimited working hours, no guaranteed paid annual leave and redundancy as well as the lack of obligation to protect the worker in connection with parenthood – led to significantly lower public law burdens for employers than in the case of employment contracts (service contract), or did not impose them at all (specific task contract). Under the conditions of high levels of unemployment (Góra 1991, 156–159), and thus a weak negotiation position of labour contractors, the civil law contracts referred to in this article soon became the basis of earnings for a large group of people (Gołaś 2017, 302–310).

However, what is important from the point of view of the subject discussed by the author of this article is that the protection of wages payable under the contracts in question was, apart from protection in the event of insolvency of the employing entity, completely devoid of the other protective elements proper to employment under an employment contract.

In 2012, the situation was noticed by the Committee of Experts on the Application of Conventions and Recommendations, which as the body overseeing the application of the ILO standards noted that a report by the Polish National Labour Inspectorate showed that, in 2010, 20.9% of all workers in Poland were employed under civil law contracts. The Committee further stated that such "flexible" contracts have been criticised as a way of reducing labour protection.

[8] Act of 23 April 1964, Civil Code, Journal of Laws of 1964, No. 16, item 93 as amended. Ustawa z dnia 23 kwietnia 1964 r. Kodeks cywilny tj. Dz. U. 1964 r. nr 16 poz. 93 z późn. zm.

Subsequently, the Committee indicated that Convention No. 95 applies to all persons to whom wages due are or should be paid and asked the Government of Poland to clarify how in relation to the wages of persons employed under civil law contracts Poland complied with the standard of protection under Articles 3–15 of Convention No. 95 (Direct Request (CEACR) – adopted in 2012, published in the 102nd ILC session).

In 2013, the Committee of Experts – upon finding out that the explanations contained in the report of the Polish Government were insufficient and, moreover, taking into account the comments made to the report by the representatives of the workers (the NSZZ "Solidarność" trade union) – asked Poland for further clarification on the matter. The Committee reiterated that "Convention No. 95 is intended to ensure that any remuneration, by whatever name or calculation, payable under a written or unwritten contract of employment for work done or to be done, or for services rendered or to be rendered, shall be fully protected under national law with respect to all aspects addressed in Articles 3 to 15 of Convention No. 95" (Direct Request (CEACR) – adopted in 2013, published in the 103rd ILC session).

Taking this into account, it should be pointed out that, since 1st January, 2017, a fundamental change has occurred in the Polish legal order in the area being the object of the analysis. This has happened as a result of the enactment of the institution of the minimum hourly wage (or minimum hourly rate) in commission and service contracts.[9] As the essential *ratio legis* for the establishment of this institution, the authors of the bill indicated that it was aimed at achieving a positive change in the labour market by counteracting the abuse of civil law contracts through the reduction of labour costs and implementing protection for those receiving the lowest remuneration.[10]

The construction of the institution of the minimum hourly rate is based not on a total but only on a partial (albeit relatively broad) implementation into civil law of the solutions applicable to employment relations regulated by labour law.

The right to a minimum hourly rate was also extended to sole traders who carry out their activities personally and without the assistance of others, as their situation is then similar to that of employees. The statutory obligation to apply the minimum hourly rate in this respect covers not all labour contractors, but pertains only to certain civil law contracts in which the object of the performance is work (service). This is because it does not apply to those contracts for the provision of

[9] Act amending the Minimum Wage Act and certain other acts, 22 July 2016, Journal of Laws 2016, item 1265. Ustawa z dnia 22 lipca 2016 r. o zmianie ustawy o minimalnym wynagrodzeniu za pracę oraz niektórych innych ustaw Dz. U. z 2016 r. poz. 1265.

[10] Government bill on amendments to the Act on Minimum Wage and certain other acts, 8th Sejm, print no. 600. Rządowy projekt ustawy o zmianie ustawy o minimalnym wynagrodzeniu za pracę oraz niektórych innych ustaw druk Sejmu VIII Kadencji nr 600. https://www.sejm.gov.pl/sejm8.nsf/PrzebiegProc.xsp?nr=600 (accessed: 29.08.2023).

services which are subject to a separate legal regime and by their nature differ considerably from the employment relationship, in particular the specific task contract (Articles 627 et seq. of the Polish Civil Code) and the agency contract (Articles 758 et seq. of the Polish Civil Code).

To explain the concept of the minimum hourly rate, it should be noted that it is nothing more than the legal minimum monetary remuneration to which the person accepting a commission contract or providing a service is entitled to for each hour of its performance. At the same time, the minimum hourly rate may be the whole of the agreed wage or only part of it. The amount of the minimum hourly rate is determined similarly to the minimum wage.

However, from the point of view of the subject of this article, it is important that the minimum hourly rate thus defined has at the same time been given protection very similar to that of the wages of persons employed under an employment contract. It is because it is subject to a prohibition of waiver and transfer to another person; the obligation to pay in cash and to pay at least once a month (Jaśkowski, Maniewska 2017, 23–28).

From 1st January, 2019, as a result of amendments to the Polish Code of Civil Procedure,[11] the wages of persons employed under civil law contracts are also subject to protection against deductions and are exempt from enforcement on the terms similar to those applicable to the wages of employees (cf. Article 833 § 2^1 of the Polish Code of Civil Procedure and Article 505 § 1 of the Civil Code).

3. THE DYNAMIC INTERPRETATION OF ILO STANDARDS AS A METHOD OF INFLUENCING THE MAINTENANCE OF THE CONVENTION STANDARD

In order to develop the thought signalled by the above subtitle it is necessary to make some important remarks on how the subjective scope of the ILO norms is presented in general.

Instead of many other theses, I consider the theses put forward by Zbigniew Hajn – who points to the significant evolution of the protection of working people in the ILO standards – to be authoritative in this respect (because they are rigorously substantiated). Zbigniew Hajn states that, while at the early stage the ILO limited this protection essentially to workers – contractors of subordinate work – an analysis of current ILO normative and interpretative elements shows that some ILO conventions and recommendations apply to all working people without distinction, others specifically to self-employed persons or other people performing work outside an employment relationship, and there are still others

[11] Act of 17 November 1964, Code of Civil Procedure, Journal of Laws of 2018, item 771. Ustawa z dnia 17 listopada 1964 r., Kodeks postępowania cywilnego tj. Dz. U. z 2018 r. poz. 771.

which apply only to workers in an employment relationship. There are also conventions and recommendations that go beyond this sphere (Hajn 2022, 57–58).

Therefore, among the ILO's conventions and recommendations, Zbigniew Hajn distinguishes the following standards: 1) concerning salaried workers, i.e. workers in an employment relationship, referred to in ILO instruments by various terms such as: employees, wage earners, employed persons, employed workers, workers in an employment relationship, workers who perform work in the context of an employment relationship; 2) applicable to all workers primarily referred to by the term 'workers' [Fr. *travailleurs*]; and 3) covering a group of persons beyond the concept of a 'worker' (Hajn 2022, 57–58).

According to Hajn, Convention No. 95 refers to wages or earnings paid under an employment contract (Article 1 of Convention No. 95). Its wording also indicates that the situations covered by its provisions do not apply to workers other than those under an employment contract (Hajn 2022, 59; cf. also Servais 2017, 222).

However, the discrepancy that emerges from this when compared with the position of the Committee of Experts on the Application of Conventions and Recommendations can be eliminated. Indeed, when assessing the matter reasonably, it would be a mistake to insist – especially in relation to the Conventions adopted at such a distant time as Convention No. 95 – on an interpretation of the ILO norms that is focused on the determination of the meaning from a particular moment in the past – generally at the date of the enactment or entry into force of the normative act (here: 1st July, 1949). Instead of such an interpretation (referred to in legal theory as static interpretation), their dynamic interpretation would be more desirable; it is aimed at determining the content of a legal text in accordance with its current meaning, which nevertheless "meets the criteria" of the main ratio of the regulation concerned.

This statement is supported by the position of the Committee of Experts on the Application of Conventions and Recommendations, according to which the protection under Article 2 of Convention No. 95 cannot be denied through operations purely connected with terminology.[12] Indeed, according to the Committee, the provision of Article 2 of the Convention must be read "in accordance with its purpose". This, in turn, means granting protection to all workers without exception. Therefore, the correct interpretation of the norms of Convention No. 95 carried out in this spirit requires an "extended and *bona fide* protection under national labour legislation" of any wage regardless of the basis on which it is paid.[13]

[12] See the terminology which was used in Article 1 of Convention No. 95.

[13] "As recent experience has shown, especially with regard to the "desalarisation" policies practised in certain countries, the obligations deriving from the Convention with respect to the protection of workers' wages cannot be bypassed by mere terminological subterfuges, but require the extended and *bona fide* coverage by national legislation of labour remuneration whatever form

The general reflection that emerges from the made considerations leads to the conclusion that the compliance of national legislation with the ILO standard is labile in nature. The fulfilment of this standard at a given moment of time does not mean that – as new phenomena and developments in the labour market emerge, including mainly new forms of employment – the assessment will not be subject to revision.

On the contrary. A state which is bound by a convention is required to permanently assess whether that standard is being met. In this respect, however, it is not so much the literal wording of the conventions that should be taken into account, but the overall aim and need for the ILO to adopt the act in question. It is primarily a matter of ensuring that the solutions provided in national legislation focus on the attainment of that aim at all times when the ILO standards are in force. A country that has bound itself to an ILO standard cannot evade its obligation to respect convention standards by invoking current economic or political needs. Indeed, preventing a reduction in the level of social protection due to current economic needs is one of the core elements of the International Labour Organisation's mission.

4. CONCLUSIONS

The systemic transformation initiated in Poland in 1989 and the strategy adopted in connection with it to enable the country to raise from the economic crisis in which it had found itself in the declining period of the communist rule, notwithstanding the tangible benefits, also resulted in the severe pauperisation of the significant part of the population and a sharp rise in unemployment. This, combined with a favourable legal environment, soon led to the emergence on the labour market and on a large scale of forms of employment based not on employment contracts but on civil law contracts (service contracts and specific task contracts), which were completely devoid of the protective elements inherent in labour law. The scale of this phenomenon was so large that employment under civil law still remains at high levels in Poland, despite the fact that several decades have passed.

The investigations conducted in the study allow to conclude that Poland's "anchoring" in the ILO was an important factor in stopping the deterioration of social protection associated with this phenomenon. Indeed, adding to the employment under the civil law the protection elements proper to labour law was largely driven by the need to respect the standards set by this organisation. This

it takes" – *General Survey of the Reports Concerning the Protection of Wages Convention, 1949 (No. 95) and the Protection of Wages Recommendation (No. 85) 1949*, International Labour Conference, 91st Session, 2003, Report III (Part 1B), Geneva (1949, 33), http://www.ilo.org/public/english/standards/relm/ilc/ilc91/rep-iii-1b.htm (accessed: 29.08.2023).

article deals with the issue of wage protection, but the considerations contained in it lead to a more general conclusion.

Indeed, there seem to be grounds for assuming that international law, backed by a strong tradition and the authority of the organisation that creates it, should also be assigned a kind of "fuse" role in addition to other roles. This is because, as a kind of "fuse", it prevents a permanent deviation from the developed civilisational standards of the world of labour in situations where states (for various reasons) are compelled to deviate from these standards on an *ad hoc* basis (cf. also Valticos 1996, 473–480).

BIBLIOGRAPHY

Follows, John W. 1951. *Antecedents of the International Labour Organization*. London: Oxford University Press.

Gołaś, Jakub. 2017. "Non-Employee Atypical Forms of Employment in Poland: Sociological and Legal Perspectives." *Ekonomia i Prawo* 1(3): 301–312. https://doi.org/10.12775/EiP.2017.021

Góra, Marek. 1991. "Shock therapy for the Polish labour market". *International Labour Review* 130(2): 145–153.

Hajn, Zbigniew. 2022. „Kogo chronią standardy MOP?" In *Między ideowością a pragmatyzmem – tworzenie, wykładnia i stosowanie prawa. Księga jubileuszowa dedykowana Profesor Małgorzacie Gersdorf*. Edited by Barbara Godlewska-Bujok, Eliza Maniewska, Wojciech Ostaszewski, Michał Raczkowski, Krzysztof Rączka and Aleksandra Ziętek-Capiga. 53–77. Warszawa: Wolters Kluwer.

Jaśkowski, Kazimierz. Eliza Maniewska. 2017. „Minimalne wynagrodzenie w umowach zlecenia i o świadczenie usług." *Praca i Zabezpieczenie Społeczne* 2: 22–28.

Kaufman, Bruce E. 2004. *The global evolution of industrial relations: events, ideas and the IIRA*. Geneva: International Labour Organization.

Kott, Sandrine. 2019. "ILO: Social Justice in a Global World? A History in Tension" In *The ILO @ 100: Addressing the Past and Future of Work and Social Protection* (11). 21–39. Edited by Christophe Gironde, Gilles Carbonnier. Leiden: Brill. https://doi.org/10.1163/9789004399013_003

Servais, Jean-Michel. 2017. *International Labour Law*. Alphen aan den Rijn: Wolters Kluwer.

Seweryński, Michał. 1983. *Konwencje Międzynarodowej Organizacji Pracy ratyfikowane przez Polskę*. Warszawa: Instytut Wydawniczy Związków Zawodowych.

Standing, Guy. György Szirácz ki. 1991. "Introduction : Labour Market Issues in Eastern Europe's Transition." *International Labour Review* 130(2): 137–144.

Swepston, Lee. 1994. "The future of ILO standards." *Monthly Labor Review* 4: 16–23.

Valticos, Nicolas. 1996. "The ILO: a Retrospective and Future View." *International Labour Review* 135(3–4): 473–480.

Witkowski, Janusz. 1995. "Unemployment in Poland in the period of transition." In *Unemployment and Evolving Labor Markets in Central and Eastern Europe*. Edited by Marvin Jackson, Jenö Koltay, Wouter Biesbrouck. 123–182. Aldershot: Avebury.

Legal documents

Act amending the Minimum Wage Act and certain other acts, 22 July 2016, Journal of Laws 2016, item 1265. Ustawa z dnia 22 lipca 2016 r. o zmianie ustawy o minimalnym wynagrodzeniu za pracę oraz niektórych innych ustaw Dz. U. z 2016 r. poz. 1265.

Act of 23 April 1964, Civil Code, Journal of Laws of 1964, No. 16, item 93 as amended. Ustawa z dnia 23 kwietnia 1964 r. Kodeks cywilny tj. Dz. U. 1964 r. nr 16 poz. 93 z późn. zm.

Act of 17 November 1964, Code of Civil Procedure, Journal of Laws of 2018, item 771. Ustawa z dnia 17 listopada 1964 r., Kodeks postępowania cywilnego tj. Dz. U. z 2018 r. poz. 771.

Act of 26 June 1974, Polish Labour Code, Journal of Laws of 2023, item 425. Ustawa z dnia 26 czerwca 1974 r. Kodeks pracy tj. Dz. U. z 2023 r. poz. 425.

Convention (No. 95) concerning the protection of wages, adopted in Geneva on 1 July 1949, Journal of Laws of 1955, No. 38, item 234. Konwencja (nr 95) dotycząca ochrony płacy, przyjęta w Genewie dnia 1 lipca 1949 r. tj. Dz. U. z 1995 r. nr 38 poz. 234.

Convention No. 95 (Direct Request (CEACR) – adopted in 2012, published in the 102nd ILC session, https://www.ilo.org/dyn/normlex/en/f?p=1000:13100:0::NO:13100:P13100_COMMENT_ID,P13100_COUNTRY_ID:3080015,102809 (accessed: 29.08.2023).

Convention No. 95" (Direct Request (CEACR) – adopted in 2013, published in the 103rd ILC session), https://www.ilo.org/dyn/normlex/en/f?p=1000:13100:0::NO:13100:P13100_COMMENT_ID,P13100_COUNTRY_ID:3150287,102809 (accessed: 29.08.2023).

Decree of the President of the Republic of Poland of 27 October 1933, Code of obligations, Journal of Laws of 1933, No. 82, item 598 as amended. Rozporządzenie Prezydenta Rzeczypospolitej z dnia 27 października 1933 r. Kodeks zobowiązań tj. Dz. U. z 1933 r. nr 82 poz. 598 z późn. zm.

Decree of the President of the Republic of Poland on the employment contract of white-collar workers, Journal of Laws of 1928, No. 35, item 323 as amended. Rozporządzenie Prezydenta Rzeczypospolitej z dnia 16 marca 1928 r. o umowie o pracę pracowników umysłowych tj. Dz. U. z 1928 r. nr 35 poz. 323 z późn. zm.

Decree of the President of the Republic of Poland on the employment contract of blue-collar workers, Journal of Laws of 1928, No. 35, item 324 as amended. Rozporządzenie Prezydenta Rzeczypospolitej z dnia 16 marca 1928 r. o umowie o pracę robotników tj. Dz. U. z 1928 r. nr 35 poz. 324 z późn. zm.

Government bill on amendments to the Act on Minimum Wage and certain other acts, 8th Sejm, print no. 600. Rządowy projekt ustawy o zmianie ustawy o minimalnym wynagrodzeniu za pracę oraz niektórych innych ustaw druk Sejmu VIII Kadencji nr 600. https://www.sejm.gov.pl/sejm8.nsf/PrzebiegProc.xsp?nr=600 (accessed: 29.08.2023).