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Social security in flexible forms of employment on the example of Poland - selected problems

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Abstract. The foundation of decent working conditions is the regulation of employment and social policy with safe and secure conditions of employment in terms of remuneration, safe employment conditions, protection in the event of dismissal, social dialogue, personal data protection, and work-life balance, and finally a healthy, safe and a well-adjusted work environment. At the same time, the task of a democratic state is to adjust the dynamically changing economic and market realities to ensure the maximum level of protection in the areas mentioned above relevant to each employee. This state of affairs is also due to the radically progressing digitization, which is changing the challenges of the modern labor market. In this article, the author wants to address the social security problem of selected flexible (atypical) forms of employment, including employee and non-employee forms of employment1. The author chose a fixed-term contract and employment on digital platforms as the subject of the analysis while being aware of the multifaceted nature of social security. In this paper, the author defends the thesis that the so-called and making employment relations are more flexible. Therefore, the legislator should subject these relations to a broader impact - social security regulations, where there are no normative obstacles to extending such influence.

Keywords: work, social security, flexible forms of employment, flexicurity, fixed-term contracts, digital platforms

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INTRODUCTION

In the current very diverse and, consequently, unstable labor market, the legislator has to deal with the constant definition of protection standards for people employed under atypical forms of employment, which is currently one of the fundamental challenges of labor law. In recent years, the progressive but uneven economic development has polarized employers' interest in flexible forms of employment, e.g. civil law contracts, temporary work, fixed-term contracts, and finally, dynamically developing employment on digital platforms (Dziubiński & Kowalewski, 2008, Musiała, 2018; Bednarski, 2012). The economic transformations have forced the Polish labor market to be more flexible, enabling quick adjustment of the amount of paid work to the current, dynamically changing labor demand. The rapid development of new technologies or computerization directly impacted the creation of employment on digital platforms (Chobot, 1997; Sadowska-Snarska, 2008). Competition on the market and the resulting increasingly challenging operating conditions for employers have imposed the need to reduce costs. For companies, the most important thing is to achieve ever-greater profits and achieve the fundamental goal of constantly reducing expenses for maintaining operations. In addition to introducing new, more efficient production methods and effective personnel management, employers are also looking for cheaper and more tailored forms of employment. To avoid the excessive costs associated with traditional employment relationships, the attention of the labor market has focused on atypical forms of employment. At the same time, deregulation increases the flexibility of the labor market and its segmentation.

Atypical forms of employment effectively reduce unemployment (Makowski, 2016). Their primary effect is the individualization of work and its better adjustment to the needs of employers and employees, better time management, and the possibility of reconciling work with other duties resulting from the personal family situation of individuals. There is a massive demand for workers in atypical employment during the COVID-19 pandemic, who also supply industries where employers have suffered the most financial losses and have been forced to lay off workers. Employees who are laid off are often looking for "temporary" work, i.e. easily accessible, to provide themselves and their families with a new source of income. Fast and temporary work not only fills the demand for work but also allows for greater flexibility in terms of termination of this form of work by the employer and thus affects the conditions of social security for such people. From the point of view of the legal basis for employment, i.e. whether work is provided under employment contracts or under a civil law contract, differences in employment security can also be indicated, which affects the level of social protection. According to the provisions of the Labor Code, these persons are employees and, on this basis, "are entitled to employee privileges" and "social benefits". The category of contract within the meaning of the Labor Code includes a fixed-term contract. As part of the polarization of labor market demand for flexible forms of work, a group of people provided work under the so-called digital platforms. I am not saying that making the labor market more flexible is doubtful; on the contrary, it balances the people who sell the work commodity and the buyers of this commodity: employers. The problem begins when employment conditions in the sphere of remote work worsen, which in some situations may differentiate the level of employment protection and, consequently, the level of social security of new forms of employment.

The reconstruction of the protection standards must include both aspects. It should be noted that they are inextricably linked. In light of the above comments, one should agree with A. Dral that the tendency to lower the standards of protection of the durability of the employment relationship in the name of deregulation and liberalization of labor law is at odds with making the labor market more flexible (Dral, 2009). At the same time, I share the view presented in the labor law literature by A. Sobczyk that employee protection is not a consequence of remaining in subordinate employment, i.e. in regular employment. In his opinion, some protective provisions are universal and result from the protection of human rights, and work is only the context in which this protection occurs (Sobczyk, 2013). As a rule, employee rights are derivative human rights, but without specifying or specifying them, such protection is of little importance for determining the level of protection of various forms of employment on the labor market.

SOCIAL SECURITY AND FLEXICURITY POLICY

The concept of social security is perceived in the literature in terms of unspecified terms such as: "decent living conditions", "decent wage," or "decent employment conditions". These concepts can be found in normative acts of international law, and the obligations to specify them rest with individual states (Sierpowska, 2009). As part of the presentation of the problem already indicated in the article's title, some remarks should be made regarding the process of making the labor market more flexible and thus making the social security of an individual more flexible, i.e. the concept of flexicurity. The idea of flexicurity is expressed by two terms: flexibility and security. This concept is being implemented in various forms in European Union (EU) countries. It is currently the subject of numerous discussions in the context of strengthening the protection standards of employees in flexible forms of employment (Kryńska, 2008). The flexicurity policy is defined by three components: 1. flexible and secure contractual solutions, 2. effective active labor market policy enhancing the security of transition, 3. modern social security, which also contributes to good labor market mobility (Bekker & Wilthagen, 2008). The concept of flexicurity supports flexibility in the labor market. It rightly assumes that a high level of social protection is an essential element of the functioning of the labor market, which today has a high degree of flexibility. One should agree with the thesis of M. Latos-Miłkowska, who claims that employment based on temporary work is sometimes the result of the instability of the labor market (Latos-Miłkowska, 2009). It is, therefore, necessary to strike a balance between flexibility and social protection; it is the canon essential for the conduct of this policy (Dral, 2009; Philips & Eamets, 2007). This is quite an optimistic assumption, although it does not change the fact that employment flexibility cannot negate social security or its essential elements. Flexibility is also the ability to adjust the number of employees employed by "employers to changing conditions: economic situation, profitability, real wages, labor productivity, caused by technical and technological progress or caused by social policy" (Kryńska, 2006; Patulski, 2007).

In 2017, the so-called European Pillar of Social Rights. The literature indicates that the social policy of the European Union (EU) has yet to emerge as a fully independent area of European integration, which is emerging as a zone of tensions between member states. In addition, Member States are reluctant to transfer competencies in the field of social security. The ubiquitous flexibility of the labor market, i.e. the aforementioned "flexicurity", is balanced by a package of rules based on the social security system under the European Pillar of Social Rights (EFPS); the section "Secure and flexible employment" was created based on the "flexicurity" concept. As a general rule, the EFPS "expresses the principles and rights essential for fair and well-functioning labor markets and social security systems in 21st century Europe. It reaffirms some of the rights already present in the Union's acquis based on three pillars, i.e. a flexible labor market, a generous social system, and active labor market policy"[1].

Interestingly, under point 5 of the EFPS, the European legislator encourages Member States to support innovative forms of employment that guarantee high-quality working conditions; promote entrepreneurship, self-employment, and professional mobility. Member States are to prevent the emergence of employment relationships that lead to precarious working conditions, including by prohibiting the abuse of atypical employment contracts. Any trial period should be of reasonable duration[2]. Secure employment is about ensuring fair and equal treatment concerning working conditions, social security, and training, regardless of the type or time of the employment relationship (Sudrykowska, 2017).

As a rule, EFPS promotes employment flexibility, addressed mainly to employers who often have to adapt to changes in the economic context, business changes, the way of doing business, or quick responses to crises in the labor market. The Commission's 2017 Communication on establishing a European Pillar of Social Rights indicated that employment flexibility must be accompanied by safeguards to prevent abusive employment relationships that

[1] See: https://ec.europa.eu/info/strategy/priorities-2019-2024/economy-works-people/jobs-growth-and-investment/european-pillar-social-rights/european-pillar-social-rights-20-principles_pl.
[2] Ibidem.

could lead to unfavorable working conditions. In addition, Member States were required to provide guarantees ensuring workers' access to training and social security throughout their careers[3]. In Poland, the traditional employee employment model still dominates, in which the most desirable is a contract for an indefinite period. The dominance of the traditional vision of the employment relationship does not mean the lack of popularity in atypical forms, which are not the preferred model of stability and security of employment or social security. It is a challenging procedure to reach a consensus between stable employment and social security in the flexicurity model. At this point, it will be justified to state that the model of employment protection in force in Poland is dominant, and all forms of creating the so-called employment law, or the creation of a single contract - instead of an employment contract, it may turn out to be utopian, especially considering the periods when discussions are opened on increasing security on the labor market or the employees themselves, e.g. in times of recession or economic collapse (Dral, 2009; Napiórkowska et al., 2018; Jarentowski, 2018).

In Poland, there is no liberalization of traditional labor law or changes in the protection model. I notice a tendency to extend the protection standards typical of traditionally understood labor law to the so-called non-labor employment. In the flexicurity model, stable employment and social security mean social security of employed people related to the predictability of termination of employment or employment. Principle 7 in Cat. 2 of the EFPS indicates that when employed, individuals have the right to receive information in writing regarding their rights and obligations under the employment relationship, including the probationary period. The second part of the principle states that the employee must be informed of the reasons for the dismissal before dismissal and be given a reasonable notice period. In addition, employees have the right to access adequate and impartial dispute resolution, and in the event of unjustified dismissal, they have the right to redress, including adequate compensation.

In the context of employment stability and, thus the stabilization of social protection, it is worth pointing to the European Parliament's Directive and the Council on transparent and predictable working conditions in the European Union[4]. According to the preamble to the draft Directive, the general objective of the proposed Directive is to promote safer and more predictable employment while ensuring the adaptability of the labor market and improving living and working conditions.

The specific objectives through which the general objective will be implemented are as follows:

1) improving workers' access to information on their working conditions;

2) improvement of working conditions for all employees, especially those in new and non-standard forms of employment, while maintaining the adaptability and innovativeness of the labor market;

(3) improving compliance with working conditions standards through better enforcement, and

4) improving labor market transparency while avoiding imposing excessive burdens on businesses of all sizes.

It sets out further directions within the scope of the principle in question concerning information on employment conditions. The Directive as mentioned above is to lead to stabilization and predictability, especially for those employees who remain in non-standard forms of employment. It is worth pointing out that the increased information obligation will not lead to the elimination of lowering the protection standards of employees or those employed under flexible forms of employment. Noteworthy is the general obligation to inform about the existing minimum labor and social security standards of those taking up work, indicated in the Directive[5], which should be treated as a kind of guarantee in flexible forms of employment.

[3] Commission Staff Working Document accompanying the Communication from the Commission to the European Parliament, the Council, the European Economic and Social Committee and the Committee of the Regions. Establishing a European Pillar of Social Rights {COM(2017) 250 final}, p. 23.

[4] Directive (EU) 2019/1152 of the European Parliament and of the Council of 20 June 2019 on transparent and predictable working conditions in the European Union https://eur-lex.europa.eu/eli/dir/2019/1152/oj.

[5] Ibidem, p. 4.

FLEXIBLE FORMS OF EMPLOYMENT IN POLISH LABOR LAW

As mentioned above, the primary form of employment in Poland is an employment contract, and its most potent form is a contract for an indefinite period, fully fulfilling the protective function of the employment contract (Skąpski, 2006; Szubert, 1971; Ćwiertniak, 2010; Ćwiertniak, 2008; Szubert, 1971). In Poland, it is common practice to replace employment contracts with civil law contracts despite the ban on such an approach, which was indicated in the Labor Code in Art. 22 § 1. There are many reasons for this state of affairs, although the most popular reasons are: limiting employers' obligations, benefits resulting from limited or non-existent employee rights, and low levels of social protection, including social security. In addition, there is a low level of labor costs (caused, among others, by not covering all components of remuneration with social insurance or its absence) in the case of forms of non-employment employment. For this reason, it can be concluded that some forms of employment (e.g. a fixed-term contract) or non-employment employment allow the employer to gain relative independence from the employee, lack obligations, and have low labor costs. The tendency to reduce labor costs, and thus the standards of protection and security for such employees, is a phenomenon that has appeared on a large scale in Poland and applies not only to employees employed based on civil law contracts but also to fixed-term contracts, including temporary employees, but also employed on digital platforms (Skowron-Mielnik, 2009).

Untypical forms of employment can be called employment relationships separate from the traditional employment scheme. A significant feature of atypical employment is its flexibility, freedom to enter into a contractual relationship, uncertainty as to further employment, and thus to, social security or some of its forms. Flexibility results from several processes: competition in the international market, economic harmonization, and globalization. These processes also include the technological revolution, which is conducive to the development of telework or, for example, popular in the era of coronavirus - remote work. The last process is the so-called intellectualization of work. As part of this process, employers prepare qualified employees who are granted increasing independence and responsibility for the commissioned work. All this affects the more frequent use of unusual forms of employment. In the modern labor market, the efficiency and speed of tasks performed are also important, for example, by allowing employees to organize their working day individually or determine the rate of tasks performed in person.

Flexible forms of employment in the Polish labor market include: – fixed-term work, – contracting work, – occasional work, – on-call work, – civil law contracts (for specific work and orders), – self-employment, – telework, – part-time work working time, – replacement work, – temporary work, – work from home, – job sharing or employment on digital platforms (Kryńska, 2003). One of the most popular flexible forms of employment on the Polish labor market is a fixed-term contract provided based on a fixed-term employment contract or under the so-called temporary employment[6]. Its significant position results primarily from the benefits it brings to the employer, resulting from low costs related to employee dismissal and reduced social security costs. As part of the intellectualization of work, we are dealing not only with lowering labor costs, but above all with the lack of any security for the social sphere of an employee employed on the basis of a digital work platform.

FIXED-TERM CONTRACT

A fixed-term contract, although included in the traditional work model, does not meet the conditions such as an employment contract an indefinite-term contract implying: continuous employment or protection of the durability of the employment relationship (Bąk, 2009). I share the thesis that an employment contract for an indefinite period fulfills the essential protective function of labor law, as it fully implements employee rights. In the case of a choice between a fixed-term contract and an open-ended contract, the selection favors the first option. It

[6] Act of 9 July 2003 on the employment of temporary workers (Journal of Laws of 2003, No. 166, item 1608).

is characterized by a weaker bond between the parties to the employment relationship (Suknarowska-Drzewiecka, 2006; Wagner, 1980; Stelina, 2015; Jaśkowski, 2015). In the case of a choice between a fixed-term contract and an open-ended contract, the selection favors the first option (Florek, 2015). It is characterized by a weaker bond between the parties to the employment relationship. The primary purpose of the contract in question is to be bound by the contract only for a certain period, convenient for both parties and dependent on their will. However, it should be pointed out that this objective is also met when the employer concludes an employment contract with the employee for a definite period, e.g. for one day. The protection of these 'atypical' workers employed on a fixed-term contract, e.g. 1 day, provides for worker protection standards while excluding social security standards. For example, according to Art. 92 k.p. the employee is entitled to remuneration for the first 33 days of incapacity for work (and in the case of being over 50 - the first 14 days) for the reasons specified in § 1 under the same conditions and in the same amount (except for those provided for in § 3 points 1) as the sickness benefit. At the same time, under the Act of 25 June 1999 on cash benefits from social insurance in the event of sickness and maternity[7], an employee is not entitled to remuneration if he or she is not entitled to sickness benefits (§ 3 points 2), i.e. when: - the period of the first 30 days of employment has not yet expired[8], unless the incapacity for work was caused by an accident on the way to or from work[9] or the employee previously had a 10-year period of compulsory sickness insurance[10]; incapacity for work occurred during unpaid leave, parental leave, temporary arrest or imprisonment (Article 12(2) of the Act of 25 June 1999 on not taking up other work proposed to him by the employer, not prohibited to such persons, corresponding to his professional qualifications or which he may perform after prior training (Article 14 of the Labor Code), - incapacity for work resulted from an intentional crime or misdemeanor committed by that employee[11], and this circumstance must be confirmed by a final court decision (Article 15(2) of the Act of 25 June 1999); - the incapacity for work is caused by alcohol abuse, then the remuneration is not due for the first 5 days of incapacity for work[12] - during the period of dismissal the employee performs other gainful employment[13] or when an employee uses the leave in a manner inconsistent with the purpose of the dismissal or a medical certificate has been falsified[14]. The purpose and function of sickness benefit are identical as in the case of sick pay, despite the different legal nature of each of these benefits. However, one can get the impression that transferring the obligation to pay sick pay to the employer has only one purpose. It is about relieving the sickness and accident insurance fund (Prusinowski, 2020).

W. Koczur rightly notes that the conditions for acquiring the right to sickness benefit and the amount of this benefit also concerns e.g., temporary employees (employed based on a fixed-term contract) determine, as in other categories of employees and insured in the general system social security, the same provisions. They mean Art. 4 of the Act on cash benefits from social insurance in the event of sickness and maternity, it should be indicated that the periods of this insurance include previous periods of sickness insurance if the interval between them did not exceed 30 days or was caused by parental leave, unpaid leave or active military service by a soldier (Koczur, 2011). This problem concerns those employees who work based on a fixed-term employment contract concluded and terminated on the same day. The apparent lack of social security protection can be seen in the entitlements of pregnant women. According to Art. 177 k.p. the employer may not terminate an employment contract for a definite period or a contract of employment for a trial period concluded for a period longer than one month (Włodarczyk,

[7] (Journal of Laws of 1999, No. 60, item 636).
[8] (Article 4(1)(1) of the Act of 25 June 1999).
[9] (Article 4(3)(2) of the Act of 25 June 1999).
[10] (Article 4(3)(3) of the Act of 25 June 1999).
[11] (Article 15(1) of the Act of 25 June 1999).
[12] (Article 16 of the Act of June 25, 1999).
[13] (Article 17(1) of the Act of 25 June 1999).
[14] (Article 17(2) of the Act of 25 June 1999).

2020). However, I see a difference between a contract for a probationary period, which, as a rule, serves to verify the parties to the employment relationship, and a fixed-term contract, which does not and should not fulfill such a function. However, if the duration of the fixed-term contract expires before the third month of pregnancy, the employer is not obliged to extend it. Article 177 § 3 of the Labor Code extends the duration of the contract by the operation of law for the period until the date of delivery, but e.g., Art. 13 sec. 3 of the Act of 2003 on the employment of temporary workers excludes the application of this provision in the case of a contract concluded with a female employee under the provisions of this Act, i.e., it excludes, therefore, the automatic extension of the fixed-term employment contract for the period until the date of delivery to those employees who have not exceeded 2 months referral to perform temporary work by a given temporary employment agency,[15] which automatically deprives the employee of protection and rights under the Act on cash benefits from social insurance in the event of illness and maternity

EMPLOYMENT ON DIGITAL PLATFORMS - A GROWING PROBLEM IN POLAND

The coronavirus pandemic has rediscovered the problem of many workers looking for a minimum level of security and income to rely on in case of emergencies. Countries worldwide have faced a global crisis of unemployment and poverty, and the global economy has faced a new challenge with the spread of COVID-19 in 2020. Dr. Andrea M. Herrmann noted, "In short, I think there will definitely be work in the future – both in traditional dependent employment and in more flexible forms such as temporary or gig work. The latter type of labor market is usually much more volatile. As we have just witnessed in Germany, temporary workers were the first to be laid off in the coming economic crisis."[16].

The last decade has significantly changed the global economy and labor relations. One such change was the emergence of online platforms that "make the labor market more flexible" and give employees quick access to earnings (Ciesielski, 2019). Pojawienie się Gig Economy, czyli cyfrowych form zatrudnienia na globalnym rynku pracy, wynika z dynamicznej cyfryzacji w okresie nazywanym czwartą rewolucją przemysłową (Świątkowski, 2019). Added to this are technological development, employers' willingness to reduce labor costs, and possible fees. There is a growing workforce around the world that is starting to deviate from the basic principles of work protection (Corporaal, 2019). The process of increasing work flexibility may be influenced, for example, by the unemployment rate in 2019 in the OECD member countries, which in the euro area countries amounted to 5.2% 7.5%, including about 3.3% in Poland, which places Poland in the excellent start At the same time, almost 5% of the world's population is unemployed, and around 700 million (8.8%) workers live in extreme poverty. Alarming estimates are given by the International Labor Organization, which indicate that the number of unemployed will increase by 25 million. At the same time, the coronavirus pandemic has already affected over 80% of the global workforce (Ryder, 2020). The current legal status of people working in digital applications needs to be regulated in Polish labor law, which means that such people who work for example, in Glovo are not entitled to labor protection or even social protection. The scope of this protection, taking into account the law of the European Union, will be presented below.

[15] Judgment of the Court of Appeal in Białystok of 1 April 2015, III AUa 1522/14.
[16] Future of Work Report 2020. Insitute by appjobs. Retrieved from https://irp-cdn.multiscreensite.com/ec5bfac6/files/uploaded/AppJobs%20Institute%20Future%20of%20Work%20Report%202020.pdf.

WORK PLATFORM AS A NON-EMPLOYEE FORM OF WORK

The top four reasons companies hire freelancers are A) flexibility, B) access to experience, C) speed, and D) cost (Mukhopadhyay, 2020). A. Świątkowski indicates that the digital platform mediates in a specific service request, i.e. performance of work. The platform selects the person ("employee") from an unlimited number of potential candidates who will carry out the order at the lowest cost. The characteristics of this form of work are (Świątkowski, 2020): a) flexibility of entities applying for the execution of the order, b) employment of an unlimited number of people willing to work and duties, c) work/orders performed in periods shorter than the standards applicable to the hourly, daily and weekly work specified in the regulations about the working time and annual, d) no payment of the so-called minimum wage[17]. Digital platforms have a considerable reserve of potential workforce that is much larger and more diverse than that of an employer in the traditional sense of the word. Working with digital platforms occurs in those sectors of the economy where digital employment is developing most dynamically - in the service sector (Amazon, AirBnb, TaskRabitt, Facebook, Google), urban passenger transport (Uber, Lyft, DiDi, Lime), courier services and food deliveries (Uber Eats, UberBlack, Deliveroo, Foodora, Take Eat Easy and Pyszne.Pl) (Świątkowski, 2020). According to V. de Stefano, the Gig Economy consists of two essential elements: working in crowds and working on demand through a mobile application. The first element is group work, which describes tasks performed online where the employee may be located in a different location than the customer and supplier. The second element is on-demand work, which includes the traditional understanding of performing work, such as transportation, cleaning services, and office work, where the employee must be in the same place as the customer (De Stefano, 2016).

Until the explosion of the coronavirus pandemic in Europe, the problem of regulating the situation in the labor market of employees of digital platforms was marginalized. Unfortunately, Poland is still one such country. This is incomprehensible and constitutes serious negligence on the part of the Polish legislator, who has been struggling for at least twenty years with the phenomenon of replacing employment contracts with civil law, i.e. "junk" contracts. Only on December 10, 2020, information appeared in Poland that the European Union wants to regulate work performed via digital platforms in the second half of next year. Even this general information is an important signal. According to Polish law, such employees may be employed based on contracts based on the Civil Code other than a typical employment contract[18]. The legal status of people who earn money through apps or digital platforms needs to be standardized. These people often conclude civil law contracts (e.g., civil law contracts, lending or renting equipment) and are not entitled to rights under labor law or social insurance.

THE DIGITAL PLATFORM AS A FORM OF "JUNK CONTRACT"

As indicated above, people employed via digital platforms often conclude, for example, a contract of mandate or an arrangement of lending regulated by the Civil Code. What distinguishes an employment relationship from other contractual obligations under civil law are employee guarantees, privileges, and essential protective elements under social insurance (Gersdorf, 1993). It is still being determined whether regulating the status of people providing work via digital platforms announced in the European Union is a thorough reform of the national labor law system. The legal status of such employees still needs to be regulated in Poland. The Polish legislator currently offers residual protective provisions, which do not affect the definition of an employee using digital platforms. An important question, however, is whether this form of work will be classified as labor law in the traditional sense or as civil law

[17] There is an Act on the minimum wage in Poland, which provides for the minimum monthly salary and the minimum hourly wage. The last amendment will take effect on January 1, 2021.,
https://isap.sejm.gov.pl/isap.nsf/download.xsp/WDU20200001596/O/D20201596.pdf.
[18] Act of 23 April 1964 - Civil Code (Journal of Laws 1964 No. 16 item 93).

employment, e.g. under a contract of mandate or the provision of services, although both forms determine whether you are subject to basic forms of social security. It will be justified here to state that social protection is closely related to legal and employment status. One of the elements of protection for such persons may be the minimum hourly rate introduced in 2016, which guarantees persons working under a contract of mandate or under contracts for the provision of services a minimum hourly rate, but this guarantee applies to contracts of mandate or contracts for the provision of services[19]. From the point of view of this article, the right to associate in trade unions of entities providing work under civil law contracts is also essential. The ILO confirmed the broad understanding of the concept of an employee, the judgment of the Constitutional Tribunal of June 2, 2015 and the amendment to the Trade Unions Act of 2018[20] extended the subjective scope of associating in trade unions. I wonder if trade unions' structures and functions are currently not adapted to people employed based on civil law contracts or as part of digital work platforms because trade unions in Poland are based on the traditionally understood work model. In the case of employment on digital platforms, the problem is the provision of work under an unregulated legal relationship, which is a civil law relationship, but in most cases, remains outside the scope of Art. 4 of the system act[21]. This state of affairs primarily affects the protection of employment stability and social security, sickness, and maternity entitlements.

CONCLUSIONS

This paper study aimed to signal the problem of lowering the protection standards of employees in the context of the consequences on the grounds of broadly understood social protection. Therefore, the essence of labor law or the currently promoted employment law is the implementation of the social security dimension. This goal should be achieved by extending protection standards in the area of social protection by counteracting the actual market inequality of the parties to the employment relationship in the name of an increasingly flexible labor market and the real situation of the employee. Flexible forms of work imposed on employees result in socially unacceptable employment conditions, no guarantee of social rights, or an apparent level of social security, which cannot be considered a form of achieving a socially acceptable level of work security. Making the labor market more flexible cannot lead to lowering the protection standards in employment and social security. Currently, the basic assumption of the changing concept of making the labor market more flexible is the creation of economic and financial incentives to maintain a high level of employment to improve the labor market situation. The Polish legislator should look at the apparent social protection of lawyers employed based on an employment contract but with apparently existing social security. The issue requiring the legislator's attention is the need for more defense in the employment of employees based on digital platforms, which in the model of essential social protection still needs to be put in the scope of interest of the legislator.

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[20] See: Judgment of the Constitutional Tribunal of 2 June 2015 (K 1/13).
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