# Terms of employment of employees performing work in the territory of the Republic of Poland posted to work for a fixed period of time by an employer having a seat within the territory of a European Union Member State

The terms of employment of workers posted, from an EU Member State, to work in the territory of Poland are specified by provisions laid down in articles $67^1$ and $67^2$ of the Act of 26 June 1974 Labour Code **(Journal of Laws of 1998, No. 21, item 94 with amendments)**.

**Note!**

**Provisions of articles $67^1$ and $67^2$ LC are also applicable, as relevant, to workers performing work in the territory of Poland, who are posted to work by an employer-user having a seat in a country which is not a member of the EU (article $67^3$ Labour Code = LC).**

**Minimum terms of employment which are in force in the territory of Poland**

In the case of work performed in the territory of the Republic of Poland by an employee posted to that work for a fixed term by an employer established in a European Union Member State:

1) in connection with implementation of a contract concluded by the employer with a foreign entity;
2) in a foreign branch (affiliate) of that employer;
3) operating as a temporary work agency

– the employer ensures that the employee has such terms and conditions of employment which are not less advantageous than those arising from the Labour Code and other provisions governing employee rights and duties (article $67^1$ § 2 LC).

The minimum terms and conditions of employment which should be observed while engaging workers posted to work in the territory of Poland, refer to:

1) working time standards and schedules, daily and weekly rest periods,
2) duration of annual leave,
3) minimum remuneration specified under separate regulations,
4) overtime remuneration,
5) occupational safety and health,
6) parenthood-related rights of employees,
7) employment of juveniles and performance of work or other paid activities by a child,

8) ban on discrimination in employment,
9) performance of work in compliance with regulations on the employment of temporary workers.

**Note!**

As specified in article $67^2$ § 2 LC, with regard to workers posted to work in the territory of Poland who, in accordance with their qualifications and in their position, perform tasks – such as initial assembly or first installation outside construction, stipulated in the contract concluded by the employer with a foreign company – for a period not longer than 8 days per year, starting from the day on which they commenced work in a given position, if performance of such tasks is indispensable for using the goods supplied, there is no obligation to fulfil the minimum terms of employment concerning:

- the length of annual leave,
- minimum remuneration for work,
- amount of overtime remuneration.

Provisions concerning the terms of employment of workers posted to work in the territory of Poland are not applicable to commercial shipping companies with regard to crews of sea-going merchant ships, if the employer is established in a Member State of the EU or of the European Free Trade Association (EFTA) – a party to the European Economic Agreement (article $67^4$ LC).

## I. Limits and duration of working time as well as 24-hour and weekly rest periods

**1. Limits and duration of working time** (Art. 129 § 1 LC)

Basic working time may not be longer than 8 hours in a 24-hour period and an average of 40 hours in an average five-day working week in the adopted settlement period not exceeding four months.

**2. Systems of working time organization for extension of working time duration beyond 8 hours in a 24-hour period (Art. 135 – 138 and 143-144 LC):**

- work in equivalent working time system – possibility to extend duration of work to 12 hours in a 24-hour period during a settlement period not exceeding one month, or three months in particularly justified situations, and four months in the case of work which depends on a season or weather conditions (Art. 135 LC);

- work (in equivalent working time system) which consists in supervision of equipment or where workers are required to remain on standby in certain periods – limited possibility to extend working time to 16 hours in a 24-hour period during a settlement period not exceeding 1 month, while retaining the right to rest during the time equivalent to, at least, the number of hours spent at work, regardless of the weekly rest period (Art. 136 LC);
- with regard to workers employed in equivalent working time system at guarding property or persons as well as employees of company fire brigades and company rescue services – working time may be extended to 24 hours in a settlement period not exceeding 1 month, which may be extended to 3 months in special situations and to 4 months for types of work which depend on a season or weather conditions. In this system, a worker retains the right to rest during a period equivalent to, at least, the number of hours spent at work, regardless of weekly rest (Art. 137 LC);
- work involving continuity of operation (work tasks which cannot be stopped due to the production technology or the necessity to continually satisfy needs of the population) – possibility of extending the working time up to 12 hours during one day in some weeks within the average 43-hour weekly working time standard in the adopted settlement period not exceeding 4 weeks (Art. 138 LC);
- the system of a shortened working week, which may be applied to the employee on the basis of his/her written request; in the system of a shortened working week it is permissible for the employee to perform work for fewer than 5 days a week, with simultaneous extension of a daily working time up to 12 hours, in the settlement period not exceeding 1 month (Art. 143 LC);
- the system of weekend work – on the basis of a written request of the employee for whom the system of working time stipulates performance of work only on Fridays, Saturdays, Sundays and public holidays; in that system it is permissible to extend working time, yet not exceeding 12 hours at a time in a settlement period which is not longer than one month (Art. 144 LC).

**3. Interrupted working time system** (Art. 139 LC)

Such a system of working time can be applied if this is justified by the type of work or its organization. Schedule of working time in this system should be decided in advance. It may stipulate maximum one break from work in a 24-hour period. The break shall not be counted as working time. However, an employee shall be entitled to remuneration amounting to half of remuneration due for the time of stoppage. The break cannot be longer than 5 hours.

**4. System of working time determined by tasks to be performed** (Art. 140 LC)

It may be introduced in cases justified by the type of work, its organization or the place where work is to be performed. In the said system, the employer entrusts specified tasks to the employee and, having consulted the employee, decides on the period indispensable for their fulfilment, taking into account the amount of working time resulting from 8-hour standard of daily working time and the average 40-hour standard of weekly working time in an average 5-day working week.

**5. Periods of daily and weekly rest (**Art. 132 and 133 LC)

**Within each 24-hour period, an employee is entitled to at least 11 hours of uninterrupted rest. Exceptions from this rule concern:**

1) employees managing the workplace on behalf of an employer,
2) cases when it is necessary to conduct rescue action in order to protect life or health of people, protect property or environment or repair a breakdown.

**Note!**

In such cases an employee is entitled to an equivalent period of rest.

**Each week, an employee shall have the right to a minimum 35-hour period of uninterrupted rest including at least 11 hours of uninterrupted rest in a 24-hour period.**

**Note!**

When it comes to:

1) employees managing the workplace on behalf of an employer,
2) necessity to conduct rescue action in order to protect life or health of people, protect property or environment or repair a breakdown, and
3) a change of time when an employee is to perform work during a day, when such a change is connected with the employee's transfer to a different shift according to an adopted schedule of working time,

– a weekly uninterrupted rest period may consist of a smaller number of hours, no fewer, however, than 24 hours.

Weekly rest shall be on Sunday. In cases of approved work on Sunday, rest may be granted on a day other than Sunday.

**List of cases when work on Sunday is allowed** (Art. 151 LC):

1) in case of necessity to conduct rescue action in order to protect life or health of people, protect property or environment or repair a breakdown,

2) in case of activities involving continuity of operation,
3) at shift work,
4) during the necessary repair work,
5) in transportation and communication services,
6) for fire and rescue brigades operating at a workplace,
7) in cases of guarding property or persons,
8) in agricultural and breeding sectors,
9) to provide services which are necessary due to their usefulness to the society and daily needs of the public, in particular those relating to operations of:
   a) trading establishments (Art. $151^{9a}$ § 3 LC),
   b) establishments providing services to the public,
   c) catering companies,
   d) hotel establishments,
   e) communal establishments,
   f) health care units and other establishments providing health services for people whose health condition requires 24-hour or all day health services,
   g) organizational units providing social aid and establishments of care and education providing 24-hour care,
   h) establishments which operate in the field of culture, education, tourism and leisure services,
10) in relation to employees employed in such working time system in which work is performed only on Friday, Saturday, Sunday and public holidays.

## II. Length of annual leave (Art. 153 and 154 LC)

**The first annual leave:**

An employee who takes up the first job becomes entitled to leave after each month of the employment in the calendar year in which the employee took up the job, in the length of 1/12 of the leave due to the employee after one year of work.

**Next leaves:**

An employee becomes entitled to next leaves in each next calendar year.

**Leave shall be of:**

1) 20 days – if an employee has been employed for a period shorter than 10 years,
2) 26 days – if an employee has been employed for a period of at least 10 years.

**Length of leave for an employee employed part-time is calculated**

**proportionately to the length of working time applicable to such an employee, and on the basis of the above calculated length of leave; part of a day of leave shall be rounded to a full day.**

## III. Minimum remuneration for work

**As of 1 January 2010 minimum remuneration for work amounts to 1317,00 PLN** (according to the Official Notice of the Prime Minister of 24 July 2009 on the amount of minimum remuneration for work in the year 2010, Polish **Law Gazette, No. 48, item 709**. The Official Notice was issued on the basis of the Act of 10 October 2002 on the minimum remuneration for work, **Journal of Laws No. 200, item 1679 with amendments**).

Components of remuneration due to an employee and other benefits resulting from an employment relationship are taken as the basis for calculating the amount of remuneration. The said components are included in the salary in accordance with the rules of statistics on employment and remuneration; the rules are specified by the Central Statistical Office.

While calculating the amount of employee's salary, the following are disregarded:

1) jubilee financial award;
2) severance pay due to an employee in connection with the employee's retirement or disability pension;
3) remuneration for overtime work.

## IV. Amount of bonus for overtime work (Art. $151^1$ LC)

In addition to regular remuneration, a bonus for overtime work shall be paid in the amount of:

1) 100% of remuneration for overtime work performed:
   a) at night,
   b) on Sundays and public holidays which are not working days for an employee, pursuant to the work schedule an employee is obliged to obey,
   c) on a day off granted to an employee in exchange for work on Sunday or on a holiday, pursuant to the employee's work schedule,

2) 50% of remuneration – for overtime work performed on any other day than specified above.

A bonus – equal to 100% of remuneration – shall also be due to an employee for each hour of overtime work if it exceeded an average weekly working time standard in the

adopted settlement period, unless the excess was a result of overtime work for which the employee is entitled to a bonus for overtime which exceeded the standard of daily working time.

Remuneration which serves as the basis for calculation of the aforementioned bonus, shall include remuneration of an employee under the employee's individual rate determined by an hourly or monthly rate, and when such component of remuneration was not specified at the time when terms of remuneration were agreed – 60% of remuneration.

In the case of employees who conduct work outside of the work establishment on a regular basis, remuneration together with the aforementioned bonus, may be replaced with a lump sum, payable in an amount corresponding to the envisaged overtime work.

## V. **Safety and health at work** (Section 10 of Labour Code)

**1. Obligation to report commencement of activity** (Art. 209 LC).

An employer who commences operation shall, within 30 days of the commencement of operation, notify the competent labour inspector and the competent state sanitary inspector, in writing, of the place, type and scope of such operation.

The corresponding obligation rests on the employer – respectively – in cases when the place, type and scope of operation is changed, in particular when the technology or type of production is changed, provided that the change of technology may result in an increased risk to the health of employees.

The competent labour inspector or the competent state sanitary inspector may oblige the employer whose operations present a particular risk to the health or life of employees to periodically update the information.

**2. Employee's right to refrain from work** (Art. 210 LC)

An employee shall have the right to refrain from performing work, and shall immediately notify his/her superior that he/she has stopped working, when working conditions do not comply with the provisions of safety and health at work and create immediate danger to the employee’s health or life or when the work performed by an employee causes such danger to other persons.

If refraining from performing work does not eliminate the danger, an employee shall have the right to leave the danger zone, and shall immediately notify his/her superior that he/she has left the danger zone.

An employee shall be entitled to remuneration for the time during which he/she refrained from performing work or left the danger zone in the cases referred to above.

An employee, having previously notified his/her superior thereof, shall have the right

to refrain from performing work which requires special mental or physical capability when his/her mental or physical condition does not ensure that he/she can perform the work safely and may pose danger to other persons.

The right to refrain from performing work and to leave the danger zone shall not apply to an employee whose professional duties are to rescue human life or property.

### 3. Preventative health care

**Information about occupational risks (Art. 226 LC)**

An employer is obliged to assess occupational risks connected with performed work and document the outcomes of such assessment in writing, as well as apply indispensable preventive measures to reduce the risk. An employer shall inform the employees about occupational risks involved in the work performed and the rules of protection against such risks.

An occupational risk shall be understood as a probability that unwanted events, connected with performed work, will occur, resulting in losses, in particular causing effects which are harmful to employees' health due to occupational hazards present in the working environment or the manner of performing work (§ 2 point 7 of the Regulation of the Minister of Labour and Social Policy of 26 September 1997 on general provisions of occupational safety and health – **Journal of Laws of 2003, No 169, item 1650 with amendments**).

**Preventative medical examinations** (Art. 229 LC)

**Initial medical check-ups** shall be conducted for:

1) persons taking up a job,
2) juveniles transferred to other workstations and other employees transferred to workstations where agents harmful to health or arduous conditions exist.

However, initial medical check-ups shall not be conducted for persons who are being engaged anew by the same employer for the same position or for a position with the same working conditions, under a subsequent employment contract concluded immediately after a previous employment contract with the same employer is terminated or expires.

An employee shall also undergo **periodic medical check-ups**. In the case when his/her incapacity for work lasts longer than 30 days due to an illness, an employee shall undergo a **verifying medical check-up** to determine his/her capacity to perform work in the current position.

Periodic and verifying medical check-ups shall be carried out as far as possible during working hours. An employee shall retain the right to remuneration for the time not spent at work in connection with the check-ups and when he/she needs to go to another locality to have such check-up carried out, he/she shall be entitled to payment covering the

costs of travel, in accordance with the rules applicable to business trips.

An employer cannot allow an employee to start work if the employee does not have a valid medical report stating lack of counter-indications for work in a given position.

An employer who employs employees in the environment where they are exposed to carcinogenic substances and agents or dust causing fibrosis shall ensure that such employees undergo periodic medical check-ups also:

1) after they stop work involving contact with such substances, agents or dust,
2) after their employment relationship is terminated, if the person concerned asks for such check-ups.

An employer shall cover the costs of initial, periodic and verifying check-ups and check-ups for workers exposed to carcinogenic substances and agents or dust causing fibrosis. An employer shall also cover other costs of preventative health care of the employees which is necessary considering the working conditions.

An employer shall keep reports issued on the basis of medical check-ups.

**Transfer to other tasks due to symptoms of an occupational disease**

(Art. 230 LC)

If any employee shows symptoms that an occupational disease is developing, the employer shall, on the basis of a medical report, transfer the employee to do another job where he/she will not be exposed to the agent responsible for such symptoms, at the time and for the period specified in the medical report. If the transfer to another job results in reduced remuneration, the employee shall be entitled to a supplementary payment for a period not longer than 6 months.

**4. Accidents at work and occupational diseases** (Art. 234 LC)

In the case of an accident at work, an employer shall take necessary measures to eliminate or limit the risk, ensure that first aid is given to those injured and that the circumstances and causes of the accident are established in accordance with the applicable procedures, as well as implement appropriate measures to prevent similar accidents happening again.

An employer shall immediately notify the competent labour inspector and prosecutor of a fatal, serious or collective accident at work and of any other accident with the above consequences which is related to work, if it may be deemed an accident at work.

An employer shall keep a register of accidents at work. An employer is obliged to keep a report about the determined circumstances and causes of a work accident along with additional post-accident documents for 10 years.

The costs of determining circumstances and causes of accidents at work shall be covered by an employer.

**5. Occupational safety and health training (**Art. $237^3$ and $237^4$ LC)

An employee shall not be admitted to work without having the required qualifications or necessary skills to perform it, and sufficient knowledge of regulations and rules of occupational safety and health.

An employer is obliged to ensure occupational safety and health training prior to admitting an employee to work, and shall also ensure periodic training in that area. When an employee takes up employment in the same position which he/she occupied in the employer's enterprise immediately before he/she concluded a successive employment contract with the same employer, it shall not be required to train the employee prior to admitting the employee to work. The training shall be provided during working hours and at the expense of the employer.

An employer shall inform employees about provisions and rules of safety and health at work relating to the work tasks they perform, and give detailed instructions and guidance concerning occupational safety and health at workstations.

Employees shall confirm in writing that they have acquainted themselves with the provisions and rules of safety and health at work.

**6. Occupational safety and health service** (Art. $237^{11}$ LC)

An employer who employs more than 100 employees shall establish an occupational safety and health service, hereinafter referred to as the "OSH service", which has advisory and inspection functions with respect to safety and health at work. An employer who completed training necessary to perform tasks of the OSH service can perform them by himself/herself if:

1) he/she engages up to 10 employees, or

2) he/she engages up to 20 employees and runs an enterprise classified into such a group of activity in which the assigned risk category is not above three as specified in the provisions on social insurance related to work accidents and occupational diseases.

An employer engaging up to 100 employees may entrust the performance of OSH service's tasks to specialists from outside the workplace or to an employee engaged to perform another job. A competent labour inspector may order the employer engaging up to 100 employees to establish OSH service, if it is justified by identification of occupational hazards.

**7. Commission for Safety and Health at Work** (Art. $237^{12}$ and $237^{13}$ LC)

An employer who employs more than 250 employees shall appoint a commission for safety and health at work, hereinafter referred to as the "commission", as a body to give advice and opinions. The OSH commission shall be composed of an equal number of the employer's representatives, including OSH service members and a physician responsible for the preventive health care of the employees, and of the employees' representatives, including a social labour inspector. The employer or the person designated by the employer shall be the chairperson of the commission, and the social labour inspector or an employees' representative shall be the deputy chairperson.

The commission shall review working conditions, make a periodic assessment of safety and health at work, give opinions on measures implemented by the employer in order to prevent accidents at work and occupational diseases, suggest measures to improve working conditions, and cooperate with the employer in the performance of his/her duties concerning safety and health at work.

Sittings of the commission shall be held during working hours, at least once every quarter. An employee shall retain his/her right to remuneration for the time not spent at work in connection with his/her participation in the sitting of the commission. When performing its tasks as set out above, the commission shall use expert reports or opinions of specialists from outside the workplace, as agreed with the employer and at the employer's expense.

**List of major executive acts in the area of occupational safety and health**

1) Regulation of the Minister of Labour and Social Policy of 26 September 1997 on general provisions for safety and health at work **(Journal of Laws of 2003, No 169, item 1650 with amendments)**;
2) Regulation of the Minister of Health and Social Welfare of 30 May 1996 on carrying out medical check-ups of employees, scope of preventative health care for employees as well as medical statements issued for purposes specified in the Labour Code **(Journal of Laws of 1996, No 69, item 332 with amendments)**;
3) Regulation of the Council of Ministers of 1 July 2009 on establishing the circumstances and causes of work accidents **(Journal of Laws of 2009, No 105, item 870)**;
4) Regulation of the Council of Ministers of 30 June 2009 on occupational diseases **(Journal of Laws of 2009, No 105, item 869)**;
5) Regulation of the Minister of Health of 1 August 2002 on the procedure of drawing up documents concerning occupational diseases and their effects **(Journal of Laws of 2002, No 132, item 1121)**;
6) Regulation of the Minister of Economy and Labour of 27 July 2004 on occupational

safety and health training **(Journal of Laws of 2004, No 180, item 1860 with amendments)**;

7) Regulation of the Council of Ministers of 2 September 1997 on occupational safety and health service **(Journal of Laws of 1997, No 109, item 704 with amendments)**;
8) Regulation of the Minister of Labour and Social Policy of 29 November 2002 on maximum permissible concentration and intensity of agents harmful to health in the working environment **(Journal of Laws of 2002, No 217, item 1833 with amendments)**;
9) Regulation of the Minister of Health of 20 April 2005, on tests and measurements of agents harmful to health in the working environment (**Journal of Laws of 2005, No. 73, item 645 with amendments**).

## VI. Rights of employees relating to parenthood (Section 8, LC)

**1. Protection of pregnant women:**

1) An employer may not serve a termination notice to a female employee or terminate her employment contract during her pregnancy or maternity leave or additional maternity leave, unless there are reasons which justify termination of the contract without observing notice period through the employee's own fault, and the trade union active in the workplace, which represents the employee concerned, has consented to termination of the contract. The above rule shall not apply to a female employee during the probationary period which is not longer than one month.
2) An employment contract concluded for a fixed period or for the time to perform particular work, or for a probationary period longer than one month which would expire after the end of the third month of pregnancy, shall be extended until the day of the childbirth. The above does not apply to an employment contract for a fixed period of time concluded with a view to ensuring replacement for an employee during that employee's justified absence from work.
3) During pregnancy or maternity leave, an employment contract may be terminated with notice by an employer only if bankruptcy or liquidation of the employer is declared. The employer shall agree the date of termination of the contract with the trade union active in the workplace which represents the female employee.
4) Provisions concerning protection of women from being served a termination notice and termination of their employment relationships during maternity leave are also applicable (as relevant) to an employee who is a father raising a child in the period when he is on “maternity” leave, additional “maternity” leave or paternal leave and to employees who

are on leave on such terms as those of maternity leave or on additional leave on such terms as those of maternity leave.

5) A pregnant woman may not be employed to do overtime work or night work. A pregnant woman may not be posted to work outside her usual workplace without her consent nor be employed in a system of interrupted working time.
6) When an employer employs a pregnant female employee or the one who is breast-feeding a child to do a job which is particularly arduous or harmful to health – specified in the Regulation of the Council of Ministers of 10 September 1996 on the list of jobs which are particularly arduous or harmful to women's health (Journal of Laws No. 114, item 545 with amendments) – which is forbidden to that employee irrespective of the level of exposure to factors harmful to health or dangerous, that employer is obliged to transfer the employee to a different job, and if this is impossible, to relieve her, for as long as necessary, from the duty to perform work.
7) When an employer employs a pregnant female employee or the one who is breast-feeding a child to do other jobs forbidden to such women on the basis of the above-mentioned Regulation, that employer is obliged to adjust the conditions of work to the requirements stipulated in provisions or limit the working time in order to eliminate hazards to health or safety of the female employee. If it is impossible or impracticable to adapt the conditions of work at her current workstation or to shorten the working time, the employer shall transfer the employee to a different job and if it is not possible the employer shall relieve her, for as long as necessary, from the duty to perform work. The same rules apply in cases when health counter-indications for performing the current job result from a medical certificate presented by a pregnant female employee or the one breast-feeding a child.
8) If a change of working conditions in the currently held position, shortening of working time or transfer of the employee to a different job results in the lowering of her salary, the employee is entitled to a compensatory payment. During the time when she is relieved from the obligation to perform work, the female employee shall continue to be entitled to the current remuneration.
9) Once the reasons justifying the transfer of a female employee to a different job, shortening her working time or relieving her from the obligation to perform work, are no longer valid, the employer shall employ the employee to do the same job and to work for the same period of time as specified in the employment contract.
10) Pregnancy shall be confirmed by a medical certificate.
11) An employer shall release a female employee from work to undergo medical check-ups related to her pregnancy, as recommended by a doctor, if such check-ups cannot be carried out outside working hours. The female employee shall retain the right to

remuneration for the time of absence from work for that reason.

**2. Rules for granting maternity leave**

**1) A female employee shall be entitled to maternity leave of:**

**a) 20 weeks when she gave birth to one child at one childbirth,**

**b) 31 weeks when she gave birth to two children at one childbirth,**

**c) 33 weeks when she gave birth to three children at one childbirth,**

**d) 35 weeks when she gave birth to four children at one childbirth,**

**e) 37 weeks when she gave birth to five and more children at one childbirth.**

2) At least 2 weeks of maternity leave may fall before the expected date of childbirth.

3) After the childbirth an employee shall be entitled to maternity leave not used before the childbirth until she takes the whole period of leave stipulated in point 1).

**4) Having used at least 14 weeks of the maternity leave after the childbirth, a female employee may give up the remaining part of the leave; in this case the unused part of the maternity leave shall be granted to the employee-father who raises the child, upon his written request.**

5) A female employee shall submit a written request to her employer concerning her resignation from a part of the maternity leave, no later than 7 days before she intends to begin work; the request shall be accompanied by a certificate issued by the employer who employs the employee-father raising a child, confirming the date on which the employee-father will begin the maternity leave stipulated in his request for such leave to be granted, and the said date shall fall immediately after the date on which the female employee gives up a part of the maternity leave.

6) When a female employee after the childbirth has used 8 weeks of maternity leave, the employee-father raising the child is entitled to a part of the maternity leave in the period when the female employee entitled to the leave needs hospital treatment due to her health condition which prevents her from taking care of the child. In that case, the maternity leave of the female employee is discontinued for the period when it is used by the employee-father raising the child. The overall duration of maternity leave taken by the mother and the father in the circumstances as stated above may not exceed the length specified in point 1).

7) When a female employee dies during maternity leave, an employee-father raising the child shall be entitled to take the unused part of the leave.

8) In the case of stillbirth or the death of a child under the age of 8 weeks, a female employee shall be entitled to maternity leave of 8 weeks after the childbirth – not shorter, however, than for 7 days after the child's death.

When a child over the age of 8 weeks dies, a female employee shall remain entitled to

maternity leave for 7 days after the child's death.

A female employee who gave birth to more than one child at one childbirth shall, in such cases, be entitled to maternity leave of duration adequate to the number of children who remained alive.

9) If a new-born child requires hospital care, a female employee who used 8 weeks of the maternity leave after the childbirth may take the remaining part of the leave at a later date, after the child has been released from hospital.

10) When a mother chooses not to raise a child and gives the child away to a small children's home or to another person for adoption, she shall not be entitled to the part of maternity leave which falls after the child has been given away. However, the maternity leave after the birth shall not be shorter than 8 weeks.

**11) A female employee shall be entitled to additional maternity leave of the duration of:**

- **in 2010 and in 2011:**
  - **up to 2 weeks when she gave birth to one child at one childbirth,**
  - **up to 3 weeks when she gave birth to more than one child at one childbirth;**
- **in 2012 and in 2013:**
  - **up to 4 weeks when she gave birth to one child at one childbirth,**
  - **up to 6 weeks when she gave birth to more than one child at one childbirth;**
- **from 2014 onwards:**
  - **up to 6 weeks when she gave birth to one child at one childbirth,**
  - **up to 8 weeks when she gave birth to more than one child at one childbirth.**

**12) Additional maternity leave is granted one time immediately after maternity leave and its duration shall be one or more weeks. Additional maternity leave is granted on the female employee's written request, which shall be submitted no later than 7 days prior to the starting day of the planned leave. The employer is obliged to comply with the employee's request.**

**13) A female employee who is entitled to additional maternity leave can simultaneously be on leave and perform work for the employer who granted the leave, yet the number of working hours should not exceed the number of hours which corresponds to half-time employment. In such cases, additional maternity leave is granted for the remaining number of daily working time. Taking up a job during additional maternity leave shall take place on the employee's written request, submitted no later than 7 days prior to the commencement of work. The**

**request should specify the number of daily hours of work and the period during which she intends to combine being on additional maternity leave and performing work. The employer is obliged to comply with the employee's request.**

14) **An employee-father who raises a child may take additional maternity leave instead of the female employee. This is permissible in the following cases:**
    - **when the female employee, having used at least 14 weeks of the maternity leave after the childbirth, gives up the remaining part of the leave for the benefit of the employee-father who raises the child, or**
    - **when the female employee uses the whole maternity leave – in that case an employee-father who raises the child has to submit a request for additional maternity leave, specifying the date on which the female employee will finish her maternity leave.**

15) **An employee who has taken a child in order to raise the child and has applied to a custody court for adoption proceedings to be commenced in relation to the child or an employee raising a child as a foster family, with the exception of a professional foster family not related to the child, shall be entitled to leave on such terms as those of maternity leave, of the duration of:**
    a) **20 weeks after taking one child,**
    b) **31 weeks after taking two children at the same time,**
    c) **33 weeks after taking three children at the same time,**
    d) **35 weeks after taking four children at the same time,**
    e) **37 weeks after taking five and more children at the same time,**

    **– no longer, however, than until the date on which the child reaches the age of 7 years, and in the case of a child in relation to whom a decision was taken to postpone his/her schooling duty, no longer than until the date on which the child reaches the age of 10 years.**

16) **The employee mentioned in point 15 is entitled to additional leave on such terms as those of maternity leave of the following duration:**
    - **in 2010 and in 2011:**
        - **up to 2 weeks when she/he takes one child,**
        - **up to 3 weeks when she/he takes more than one child,**
    - **in 2012 and in 2013:**
        - **up to 4 weeks when she/he takes one child,**
        - **up to 6 weeks when she/he takes more than one child;**
    - **from 2014 onwards:**
        - **up to 6 weeks when she/he takes one child,**
        - **up to 8 weeks when she/he takes more than one child.**

**17) If an employee has taken a child under 7 years of age, and in the case of a child in relation to whom a decision was taken to postpone his/her schooling duty – under 10 years of age, in order to raise the child, the employee is entitled to 9 weeks of leave on such terms as those of maternity leave.**

**18) The employee mentioned in point 17 is entitled to additional leave on such terms as those of maternity leave of the following duration:**

- **in 2010 and in 2011 – 1 week,**
- **in 2012 and in 2013 – up to 2 weeks,**
- **from 2014 onwards – up to 3 weeks.**

**19) The rules of granting additional leave on such terms as those of maternity leave, as mentioned in points 16 and 18, and the rules of taking up employment during such leave are the same as in the case of additional maternity leave; such rules were summarized in points 12 – 13.**

**20) An employee-father who raises a child is entitled to paternity leave of the following duration:**

- **in 2010 and in 2011 – 1 week,**
- **from 2012 onwards – 2 weeks,**

**– no longer, however, than until the date on which the child reaches the age of 12 months.**

**Paternity leave is granted on a written request of the employee-father who raises a child. The request has to be submitted at least 7 days before commencement of the leave. The employer is obliged to comply with the employee's request.**

**21) An employer is obliged to allow an employee: after the end of maternity leave, additional maternity leave or leave on such terms as those of maternity leave, to perform work in the previous position, and if it is impossible, in the position equal to the one held before the leave or in another position adequate to the employee's professional qualifications, with remuneration which the employee would have received if she/he had not been on leave.**

**3. Breaks for breast-feeding a child**

1) A female employee **breast-feeding a child** is entitled to two half-hour **breaks from work** included in the working time. A female employee who is breast-feeding more than one child shall be entitled to two breaks from work, of 45 minutes each. Breaks for breast-feeding a child may be granted at one time, if so requested by the employee.
2) A female employee employed for a time shorter than four hours per day shall not be entitled to any break for breast-feeding. If the working time of a female employee does not exceed six hours per day, she shall be entitled to one break for breast-feeding.

**4. Two days off work to take care of a child below 14 years of age**

1) An employee who is **raising at least one child at the age of up to 14 years** shall be **entitled to take two days off work** in a year while retaining the right to remuneration. An employee has the right to such days off work starting from the day of taking up a job, regardless of the month in which he/she began to work and the standard working time.
2) A natural father/mother of a child under 14 years of age as well as an employee raising a fostered child or his/her spouse's child can take advantage of days off.
3) The fact that an employee's spouse takes care of a child while being unemployed or being on leave to raise the child shall not limit the employee's right to take days off on the basis of Art. 188 LC. Only in the situation when both parents or both custodians are employed, the right to days off work to take care of a child can be exercised only by one of them.
4) It is permissible to share this right in the manner that each of the parents (custodians) shall take one day off work to take care of a child. This right shall not apply only to employees who are deprived of parental power over a child.

**5. The right to annual leave immediately after maternity leave** (Articles 163 § 3, $182^1$ § 6, $182^2$, $182^3$ § 3, 183 § 1 & 4 LC)

1) On a female employee's request, she shall be granted annual leave **immediately** after maternity leave or additional maternity leave. The same refers to an employee-father who raises a child if he was on maternity leave, additional maternity leave or paternity leave, and to employees who were on leave on such terms as those of maternity leave or on additional leave on such terms as those of maternity leave.
2) In cases mentioned in point 1, the parties do not have to observe the rule that annual leave is granted as specified in the plan of leaves; neither can the employer postpone the starting day of leave due to his/her special needs.
3) An employer shall grant the whole due annual leave (e.g. 26 days) to an employee (female or male) irrespective of whether the employee is going on upbringing leave afterwards.

**6. Upbringing leave**

1) An employee employed for at least six months is entitled to upbringing leave lasting up to 3 years in order to take care of her/his child personally, yet only until the day when the child is 4 years of age. All previous periods of employment are included in the 6-month period of employment.
2) An employee who has the said period of employment, irrespective of the fact whether

she/he was on upbringing leave mentioned in point 1), may take upbringing leave lasting up to 3 years, yet only until the day when the child is 18 years of age, if the child needs personal care of the employee due to the health condition confirmed by a statement on disability or certain degree of disability.

3) Parents or custodians of a child who meet the conditions for taking upbringing leave can be on such leave at the same time for a period not exceeding 3 months.
4) Upbringing leave is granted on the employee's request. Such leave can be taken in separate parts, maximum 4.
5) An employer may not serve a termination notice or terminate a contract of employment starting from the day on which the employee submitted a request for granting upbringing leave up to the final day of that leave. Termination of the employment contract by the employer in the said period is permissible only in the case when bankruptcy or liquidation of the employer has been declared, and also when there are reasons which justify termination of the contract without observing notice period through the employee's own fault.
6) An employer is obliged to allow an employee after the end of upbringing leave to perform work in the previous position, and if it is impossible, in the position equal to the one held before the leave or in another position adequate to the employee's professional qualifications, with remuneration not lower than remuneration for work due to an employee on the day when the employee took up a job in the position held before the said leave.
7) An employee entitled to take upbringing leave may submit a request to the employer asking to reduce the duration of his/her normal working time not more than by half in the period in which the employee may have been on upbringing leave. The employer is obliged to fulfil the employee's request.
8) An employer may not serve a termination notice or terminate a contract of employment starting from the day on which an employee, entitled to upbringing leave, submitted a request for reducing the duration of working time up to the day on which the employee returns to unreduced duration of working time, no longer, however, than throughout 12 months in total. Termination of the employment contract by the employer in the said period is permissible only when bankruptcy or liquidation of the employer has been declared, and also when there are reasons which justify termination of the contract without observing notice period through the employee's own fault.

## VII. **Employment of juveniles** (Section 9, LC) **and performance of work or other paid activities by children** (Art. $304^5$ LC)

**1. Employment of juveniles – general rules**

1) A juvenile, in the meaning of Labour Code, is a person who is above 16 years of age and is below 18 years of age. **Employment of persons below 16 years of age is prohibited.**

2) **Only such juveniles may be employed who:**
   a) have completed at least post-primary school education (a gymnasium school),
   b) present a medical certificate stating that work of a given type does not present a hazard to their health.
3) A juvenile without vocational qualifications may only be employed in order to receive vocational training.
4) An employer shall keep a register of juvenile employees.

**2. Conclusion and termination of employment contracts for vocational training**

1) Conclusion and termination of employment contracts with juveniles in order to give them vocational training shall be governed by the Labour Code provisions on employment contracts for an indefinite period, subject to Art. 195 and 196 LC. The contract of employment in order to provide vocational training shall stipulate, in particular:
   a) the type of vocational training (training for a particular vocation or training to do a particular job),
   b) the duration and place of vocational training,
   c) the manner in which theoretical upgrading training will be offered,
   d) the amount of remuneration.
2) An employment contract for vocational training may be terminated with notice only if:
   a) the juvenile fails to fulfil his/her obligations under the employment contract or the obligation to receive upgrading training, despite corrective measures being applied to that juvenile,
   b) bankruptcy or liquidation of the employer is declared,
   c) the enterprise is reorganized in a manner which renders it impossible to continue the vocational training,
   d) it is determined that the juvenile is unsuitable to do the work at which he/she is receiving the vocational training.

**3. Duty to improve education**

1) A juvenile employee shall improve his/her education until he/she reaches 18 years of age. In particular, a juvenile employee shall:
   a) improve his/her education by learning in a primary school and a post-primary school

(a gymnasium school) if he/she has not completed such schools,

b) improve his/her education by learning in a secondary school or do so outside of the school system.

2) An employer shall release a juvenile from work for the time he/she needs in order to take part in school classes in connection with improving his/her education.

**4. Employing juveniles for other purposes than vocational training (to perform light work)**

1) A juvenile may be employed under an employment contract to do light work.

2) Light work must not involve risk to life, health and psychological and physical development of a juvenile and it cannot make it difficult for a juvenile to fulfil his/her schooling obligation.

3) A list of activities representing light work shall be determined by an employer after receiving a consent of a doctor who discharges the task of occupational medicine service. The list shall be subject to approval by a competent labour inspector. The list of activities representing light work shall not include work which is prohibited for juveniles, specified in detailed regulations (Regulation of the Council of Ministers of 24 August 2004 concerning the list of work forbidden to juveniles and conditions of engaging them to do some jobs – **Journal of Laws No. 200, item 2047 with amendments**). A list of activities representing light work shall be determined by an employer as part of work regulations. An employer who is not obliged to issue work regulations shall determine the list of activities representing light work in a separate document.

4) An employer shall bring the list of activities representing light work to the attention of a juvenile before he/she begins work.

5) An employer shall determine the length and schedule of working time of a juvenile employed to do light work, giving due consideration to the weekly number of hours of schooling under the curriculum and the schedule of classes the juvenile is supposed to attend.

6) The weekly working time of a juvenile engaged to do light work during his/her schooling periods shall not exceed 12 hours. On the day when he/she takes classes, the working time of a juvenile shall not exceed 2 hours.

7) The working time of a juvenile during school holidays shall not exceed 7 hours in a 24-hour period and 35 hours per week. The working time of a juvenile of less than 16 years of age, however, shall not be longer than 6 hours in a 24-hour period.

8) The working time specified above shall also apply when a juvenile is employed by more than one employer concurrently. Prior to entering into an employment relationship an employer shall solicit a statement from the juvenile as to whether he/she is or he/she is not

employed by another employer.

**5. Special protection of health of a juvenile**

1. A juvenile shall have a medical examination prior to being admitted to work, as well as periodic examinations and checks during employment.
2. If a doctor determines that a given job poses a risk to the juvenile's health, the employer shall change that person's job; if no such possibility exists, he/she shall immediately terminate the employment contract and pay compensation equal to the remuneration for the period of notice.
3. An employer shall present information on occupational risks involved in the work performed by a juvenile and on the rules for protection against the risks, also to the statutory representative of a juvenile.

**6. Working time of a juvenile**

1) The working time of a juvenile of less than 16 years of age shall not be longer than 6 hours in a 24-hour period.
2) The working time of a juvenile over the age of 16 shall not be longer than 8 hours in a 24-hour period.
3) The schooling time of a juvenile, resulting from the timetable of obligatory school classes, irrespective of whether it falls during working hours, shall be included in the working time of a juvenile.
4) When the working time of a juvenile during a 24 hour period is longer than 4.5 hours, the employer shall introduce a break from work of 30 consecutive minutes, included in the working time.
5) A juvenile employee shall not be employed to do overtime work or night-time work.
6) For a juvenile, night time shall fall between 22.00 hours and 6.00 hours.
7) A break from work for a juvenile including night time shall be uninterrupted and last for no less than 14 hours.
8) Every week, a juvenile shall be entitled to no fewer than 48 hours of uninterrupted rest which should include Sunday.

**7. Annual leave**

1) A juvenile shall become entitled to leave of 12 working days at the end of 6 months from the date on which the juvenile started his/her first job.
2) At the end of 1 year at work, a juvenile shall become entitled to leave of 26 working days. However, in the calendar year in which he/she reaches the age of 18, he/she shall be entitled to leave of 20 working days if he/she acquired the right to leave before

he/she reached the age of 18.

3) A juvenile attending school should be given leave during school holidays. The employer may, at the request of a juvenile who has not yet become entitled to the leave, grant him/her advance leave during school holidays.
4) An employer shall, at the request of a juvenile being a student of a school for working persons, grant him/her unpaid leave during school holidays for a period which together with annual leave does not exceed 2 months. The unpaid leave shall be included in the period of work which determines employee rights.

**Performance of work or other paid activities by a child** (Art. $304^5$ LC)

1. Performance of work or other paid activities by a child under 16 years of age is only permitted for an entity engaged in cultural, artistic, sports or advertising activity, subject to prior consent of the statutory representative or guardian of the child, and subject to a permit of the competent labour inspector.
2. The competent labour inspector shall issue the permit at the request of the entity which runs the activity specified in point 1.
3. The competent labour inspector shall refuse to issue the permit if performance of work or other paid activities by a child would:
   1) pose a hazard to the child's life, health and psychophysical development;
   2) interfere with the child's school duty.
4. The entity which runs cultural, artistic, sports or advertising activity shall enclose the following with the permit application:
   1) a written consent of the child's statutory representative or guardian to performance of work or other paid activities by the child,
   2) an opinion of a psychological-pedagogical counselling centre on the absence of counter-indications to performance of work or other paid activities by the child,
   3) a medical certificate confirming the absence of counter-indications to performance of work or other paid activities by the child,
   4) if the child is subject to school duty, an opinion of the headmaster of the school which the child attends on the ability of the child to comply with the school duty while performing work or other paid activities.
5. The permit of the competent labour inspector should include:
   1) personal details of the child and his or her statutory representative or guardian,
   2) name and other details of the entity engaged in cultural, artistic, sports or advertising activity,
   3) specification of the type of work or other paid activities which the child may perform,

4) specification of the permitted period during which the child may perform work or other paid activities,
5) specification of the permitted daily working time for performance of work or other paid activities,
6) other necessary agreed terms required in consideration of the child's welfare, or the type, nature and conditions of work or other paid activities performed by the child.

6. At the request of the statutory representative or guardian of a child the competent labour inspector shall withdraw the permit.

**Note!**

**The competent labour inspector shall, ex officio, withdraw an issued permit if he/she finds that the conditions of child's work do not correspond to the terms set out in the permit issued.**

## VIII. Ban on discrimination in employment (Art. $11^3$ chapter IIa, section one, and Art. $94^3$ LC)

**Any discrimination in employment, direct or indirect, in particular on grounds of gender, age, disability, race, religion, nationality, political views, trade union membership, ethnic origins, belief, sexual orientation, as well as employment for a fixed or indefinite time period, full or part time work – is not allowed (art. $11^3$ LC).**

### 1. Equal treatment in employment

Employees should be treated equally in labour relations in terms of:

1) concluding and terminating an employment relationship,
2) terms of employment,
3) promotion,
4) access to training to improve professional qualifications.

**Criteria which an employer cannot use in order to differentiate the situation of employees (*discrimination criteria*):**

1) gender,
2) age,
3) disability,
4) race,
5) religion,
6) nationality,

7) political views,
8) trade union membership,
9) ethnic origins,
10) denomination,
11) sexual orientation,
12) employment for a fixed or indefinite time period, full or part time work.

**Note!**

*Equal treatment* **means that no one is discriminated against in whatever way, directly or indirectly, on above grounds, referred to as discrimination criteria.**

*Direct discrimination* **occurs when due to one or more of the above-mentioned grounds an employee is or could be treated in a comparable situation less favourably than other employees.**

*Indirect discrimination* **occurs when, as a result of an outwardly neutral decision, criterion applied, or action undertaken, there are or there may be disadvantageous disproportions or particularly disadvantageous situation in concluding and terminating employment relationships, terms of employment, promotion and access to training in order to improve professional qualifications in relation to all or a substantial number of employees belonging to a group singled out on the basis of one or several discrimination criteria listed above, unless the decision, criterion or action is objectively justified by a lawful objective which is to be reached, while the measures which will serve to reach the objective are proper and necessary.**

**Direct or indirect discrimination also comprises:**

1) actions which consist in **encouraging or ordering** any other person to violate the principle of equal treatment in employment,
2) ***bullying*** which means undesirable conduct with the purpose or effect of violating the dignity of an employee and creating an atmosphere which is frightening, hostile, degrading, humiliating or insulting for the employee; such conduct may consist in physical, verbal or non-verbal elements.

*Sexual harassment* **is a type of discrimination based on gender, meaning any undesirable behaviour of sexual nature or referring to an employee's gender, with the purpose or effect of violating the employee's dignity, in particular creating an atmosphere which is intimidating, hostile, degrading, humiliating or insulting for the employee; such behaviour may consist of physical, verbal or non-verbal elements.**

**Employee's surrendering to bullying or sexual harassment, or employee's actions against bullying or sexual harassment should not result in any negative consequences for the employee.**

Unless an employer can prove that he took account of objective reasons, it is considered a breach of the principle of equal treatment in employment when the employer differentiates the situation of an employee on one or several grounds, defined above as discrimination criteria, and such differentiation has the following consequences:

1) refusal to conclude an employment relationship or termination of an employment relationship,
2) unfavourable terms of remuneration for work or other terms of employment or overlooking an employee in promotion or granting other work-related benefits,
3) overlooking an employee in the selection of participants for training to improve professional qualifications.

**2. Actions which are not direct or indirect discrimination**

The principle of equal treatment in employment shall not be infringed by actions which are proportionate to achieving a lawful differentiation of the employee's situation and which consist in:

1) not employing an employee on one or several grounds, defined above as discrimination criteria, **if the type of work or conditions in which it is to be performed are a reason why the said ground or grounds are a real and decisive professional requirement for the employee,**
2) terminating the terms of employment connected with duration of working time, if it is justified by **reasons which do not concern employees and without referring to any other ground or grounds which belong to the above-mentioned discrimination criteria,**
3) applying measures which **differentiate the legal position of an employee due to the employee's age, disability or the protection of parenthood,**
4) applying **the criterion of the length of employment** while specifying the terms of engaging and dismissing employees, terms of remuneration and promotion, as well as access to training to improve professional qualifications, **which justifies different treatment of employees due to their age.**

It shall not be a breach of the principle of equal treatment in employment to take measures during a specified period of time, aimed at **compensating for unequal opportunities** of all or a significant number of employees singled out for one or several

grounds defined as discrimination criteria, by reducing any actual inequalities for the benefit of these employees, which are related to concluding and terminating employment relationships, terms of employment, promotion and access training to improve professional qualifications.

Differentiation of employees based on **religion or belief** shall not be breach of the principle of equal treatment in employment, if due to the type and nature of activity undertaken within churches and other religious unions as well as organizations whose aim of operation is closely related to religion or belief, the religion or belief of an employee constitutes **an essential, reasonable and justified occupational requirement.**

**3. Right to equal remuneration**

Employees have the right to equal remuneration for the same work or for work of the same value.

The remuneration shall include all components of the remuneration, irrespective of what they are called and of what nature they are, as well as other work-related benefits, granted to the employee in the form of money or in any other form.

Work of the same value shall be work which requires comparable professional qualifications, certified by documents specified in separate provisions, or practice and professional experience, and also comparable responsibility and effort.

**4. Employee's claims due to breaches of the equal treatment principle**

A person who is a victim of a breach by an employer of the principle of equal treatment in employment shall be entitled to **compensation in the amount not lower than the minimum remuneration for work.**

**Note!**

**The fact that an employee took advantage of the rights to which he or she is entitled in connection with a breach of the principle of equal treatment in employment by the employer shall not constitute grounds for unfavourable treatment of the employee**, and it shall not cause any negative consequences for the employee, especially it shall not be the reason justifying termination, by the employer, of the employment relationship with notice or termination of such relationship without notice.

**5. Bullying** (Art. $94^3$ LC)

An employer is obliged to counteract bullying. Bullying shall mean any actions or practices related to an employee or conducted against an employee, which consist in persistent and long-lasting harassment or intimidation of the employee and which result in lowering the employee's assessment of his/her professional usefulness, which cause or are to cause humiliation or ridiculing of the employee, isolation or elimination of the employee from the team of co-workers.

An employee who suffers from ill-health caused by bullying can claim an appropriate amount of money from the employer as compensation for the harm suffered.

An employee who terminated the contract of employment because of bullying has the right to claim compensation from the employer in the amount not lower than the minimum remuneration for work, specified on the basis of separate provisions. The employee's statement about termination of the employment contract should be made in writing and it should mention bullying practices as the reason justifying termination of the contract.

## IX. Performing work according to provisions on employing temporary employees

Employment of temporary workers is conducted according to the rules specified in the Act of 9 July 2003 on employing temporary workers (Journal of Laws of 2003, No 166, item 1608 with amendments).

***Extract from the Act* – Rules for employing temporary workers and placing them to perform temporary work**

1. A temporary work agency employs temporary workers on the basis of a fixed-term employment contract or an employment contract for the time of performing a particular task.
2. A temporary employee cannot be entrusted to perform work for an employer-user if:
   1) the work is particularly dangerous – as stipulated in provisions issued on the basis of Art. $237^{15}$ of Labour Code;
   2) it is work in a position in which an employee of the employer-user is employed, in the period when that employee takes part in a strike;
   3) it is work in a position in which an employee of the employer-user was employed in the latest 3 months preceding the starting date of the temporary work performance by the temporary employee, and the employment relationship was terminated due to reasons which did not concern the employees.

3. In order to enter into a contract of employment between a temporary work agency and a temporary employee, an employer-user and the agency agree on the following aspects in writing:
   1) type of work which is to be entrusted to a temporary employee;
   2) qualification requirements essential for work which is to be entrusted to a temporary employee;
   3) anticipated period of temporary work performance;
   4) duration of working time of a temporary employee;
   5) the place of temporary work performance.

4. An employer-user shall provide a temporary work agency with written information about:
   1) remuneration for work tasks which shall be entrusted to a temporary employee; the remuneration shall comply with provisions on remuneration which are binding for the employer-user;
   2) occupational safety and health during temporary work.

5. An employer-user is obliged to provide a temporary employee with work clothing and footwear, personal protective equipment, prophylactic beverages and meals, to arrange OSH training, to determine the circumstances and causes of work accidents, to conduct an occupational risk assessment and inform the temporary employee about the risks.

6. Before a temporary work agency and a temporary employee conclude an employment contract, the temporary work agency and an employer-user shall agree, in writing, on the following terms:
   1) the scope of information on the course of temporary work, which influences the amount of remuneration for work of the temporary employee, as well as the way and date of forwarding the information to the temporary work agency in order to correctly calculate the remuneration for work of the employee;
   2) scope of responsibilities related to safety and health at work which the employer-user takes over from the temporary work agency, and which are different from those mentioned in point 5 above (as the duties mentioned in point 5 above are binding for the employer-user by virtue of the Act);
   3) the scope in which the employer-user undertakes responsibility of an employer related to payments of money due to the temporary employee to cover costs of business trips.

7. A temporary work agency and an employer-user may agree to grant a temporary employee annual leave, all or part of it, during the period of performing temporary work for the employer-user, and specify the mode of granting the leave.

8. If the period of performing work for a given employer-user lasts 6 months or more, within that period the employer-user is obliged to enable a temporary employee to take his or her annual leave, granting, after agreeing on the date with the employee, time off from work in the length corresponding to vacation leave due to the employee.

9. **If a temporary work agency and an employer-user agree on a condition that the employer-user may not employ a temporary employee after the temporary work comes to an end, such a condition shall not be valid.**

10. An employment contract concluded between a temporary work agency and a temporary employee shall specify the contracting parties, the type of contract and the date on which it was concluded, specify the employer-user and a preset period of performing temporary work for the employer-user, as well as terms of employment of the temporary employee in the period of performing work for the employer-user, in particular:
    1) type of work, duration of working time, place of performing work, and
    2) remuneration for work as well as dates and a method of paying the remuneration by the temporary work agency.

11. **In a fixed-term employment contract the parties may stipulate the possibility of earlier termination of the contract by each of the parties:**
    1) after 3 days of notice, when the employment contract was concluded for a period not exceeding 2 weeks;
    2) after 1 week of notice, when the employment contract was concluded for a period longer than 2 weeks.

12. **An employment contract is concluded in writing. If an employment contract was not concluded in writing, a temporary work agency confirms the type of concluded employment contract and its terms to a temporary employee in writing, no later than on the second day when the worker is performing temporary work.**

13. An employer-user fulfils duties and exercises powers due to an employer in the scope necessary to organize work with the participation of a temporary employee.

    **An employer-user:**
    1) is obliged to ensure safe and hygienic conditions of work for a temporary employee in a place assigned for the purpose of performing temporary work;
    2) keeps registers of working time of a temporary employee in the scope and according to rules applicable to employees;
    3) may neither apply provisions of Art. 42 §4 of Labour Code (the possibility to entrust an employee, in cases justified by the employer's needs, with tasks different from the ones specified in the employment contract, for a period not exceeding 3 months in a

calendar year) to a temporary employee, nor may he/she entrust a temporary employee with performing work for and under the supervision of another entity.

14. In the period of performing work for an employer-user, a temporary employee **shall not be treated less favourably** with regard to working conditions and other terms of employment than other employees employed by the employer-user in the same or similar positions.

    With regard to access to training organised by an employer-user in order to improve employees' professional qualifications, the above-mentioned obligation shall not apply to a temporary employee performing work for the employer-user for a period shorter than 6 weeks.

15. If an employer-user violated the principle of equal treatment with regard to terms and conditions specified in point 14 above, a temporary employee shall be entitled to compensation from the temporary work agency in the amount specified in the Labour Code provisions on compensation due to an employee from an employer on the grounds of violating the principle of equal treatment in employment (in the amount not lower than the minimum remuneration for work).

    The temporary employment agency has the right to claim reimbursement from the employer-user in the amount equivalent to the compensation paid to the temporary employee.

16. A temporary employee is entitled to annual leave of 2 days for each month of being in the service of one or more employer-users; leave shall not be granted for a period for which the employee used annual leave due on the basis of separate provisions while the employee was engaged by the previous employer.

17. Leave shall be granted to a temporary employee on days which would be working days for him/her, if he/she did not take the leave. When leave to which a temporary employee is entitled is not used during the period of performing temporary work, the temporary work agency shall pay the temporary employee money equivalent for the leave or for the unused part of it.

    Remuneration for one day of annual leave or money equivalent for one day of unused leave is calculated by dividing remuneration of a temporary employee for the period of performing temporary work by the number of working days for which the employee was entitled to remuneration.

18. An employment contract concluded with a temporary employee expires after the end of the period agreed by the parties for performing temporary work for a given employer-

user.

An employer-user who intends to resign from work performed by a temporary employee before the end of the period preset for conducting the temporary work, agreed with the temporary work agency, notifies the temporary work agency, in writing, of the envisaged end date of the performance of temporary work by the temporary employee, if possible in advance so as to observe the notice period obligatory for parties to the employment contract when they terminate that contract.

In cases when a temporary employee actually ceases to perform work for an employer-user either because of not coming to work without justifying the reasons for absence at work, or refusing to continue performing temporary work for the employer-user, he/she shall immediately notify the temporary work agency of the date and circumstances of discontinuation of work by the temporary employee.

19. A temporary work agency issues a temporary employee with a work certificate concerning the total and completed period of employment with that agency, covered by subsequent employment contracts concluded in the period of maximum 12 consecutive months.

    A work certificate is issued on the last day of the said 12-month period. However, if termination or expiry of the employment contract, concluded during the said 12-month period, shall fall after the 12-month period, a work certificate shall be issued on the day when the contract is terminated or expires.

    If it proves impossible to issue a work certificate on the above-mentioned dates, within the next 7 days at the latest, a temporary work agency sends or delivers a work certificate to the temporary employee or a person whom the employee authorised in writing to collect the work certificate.

    A temporary employee may demand, at any time, that the temporary work agency issue him with a work certificate following the termination or expiry of an employment relationship. The work certificate shall refer to the period of employment on the basis of each subsequent employment contract or the whole period of employment covered by subsequent employment contracts.

    A work certificate is issued within 7 days of the day on which the demand was made; but if issuing a work certificate by the specified deadline proves impossible, within the next 7 days at the latest, a temporary work agency sends or delivers a work certificate to the temporary employee or a person whom the employee authorised in writing to collect the work certificate.

20. In the period of 36 consecutive months, a temporary work agency which employs a temporary worker can send the worker to perform temporary work for the benefit of one employer-user for the total period not exceeding 18 months.

21. If a temporary employee is continuously performing temporary work for a given employer-user and the work involves tasks belonging to responsibilities of an absent employee employed by the employer-user, the period of performing temporary work shall not be longer than 36 months.

    In such cases, after the period of performing temporary work for a given employer-user, if the work involves tasks belonging to responsibilities of an absent employee employed by the employer-user, a temporary employee may again be directed to perform temporary work for the same employer-user not earlier than after 36 months.

22. A temporary employee has the right to make use of welfare facilities of an employer-user while performing temporary work for the employer-user, on the same terms as those stipulated for employees of the employer-user.