

INFO FOR FOREIGNERS

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.

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1. Norms and duration of working time

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 (Art. 129 § 1 of Labour Code = LC)

2. Systems of organizing working time enabling to extend the duration of working time over 8 hours in a 24-hour period:

a) work in equivalent working time system (possibility to extend duration of work to 12 hours in a 24-hour period), within 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 of Labour Code,

b) work which consists in supervision of equipment or where workers are required to remain on standby (limited possibility to extend working time in a 24-hour period to 16 hours in 1 month settlement period, while retaining the right to rest during the time equivalent at least to the number of hours spent on work, regardless of the weekly rest period) – Art. 136 of Labour Code.

c) working time in activities involving continuity of operation (possibility of extending the working time up to 12 hours during one day in some weeks within the average 43-hour weekly working time norm in the adopted settlement period not exceeding 4 weeks) – Art. 138 of Labour Code.

d) refers to workers employed at guarding property or persons as well as employees of fire brigades and rescue services operating at a work establishment (working time may be extended to 24 hours in the settlement period not exceeding 1 month, which may be extended in special situations to 3 months and to 4 for types of work which can be performed during a particular season or depend on weather conditions. In this system a worker retains the right to rest during a period equivalent to at least the number of hours spent on work, regardless of weekly rest) – Art. 137 LC.

3. Interrupted working time system

Schedule of working time in this system should be introduced with pre-determination. It may consist of 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 such break. The break cannot be longer than 5 hours – Art. 139 LC.

4. The system of working time determined by tasks to be performed.

It may be introduced in cases justified by the type of work or organization thereof and – additionally – by circumstances concerning the place where work is to be performed. (Place of performing work is set by parties to an employment contract. It may be determined permanently or as a changing place, what may result from the nature or type of work assigned to an employee) – Art. 140 LC.

5. Periods of daily and weekly rest

Art. 132 and 133 LC

Within every 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. necessity to conduct rescue action in order to protect life or health of people, protect property or environment or remove a breakdown.

Note!

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

Each weak employee shall have the right to 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 workplace on behalf of employer,
2. necessity to conduct rescue action in order to protect life or health of people, protect property or environment or remove a breakdown, and

3. change in time of day of performing work by employee which is connected with employee's change to another shift according to adopted time schedule,

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 case of approved work on Sunday, rest may be assigned to a day other than Sunday.

Catalogue of cases when work on Sunday is allowed:

1. in case of necessity to conduct rescue action in order to protect life or health of people, protect property or environment or remove a breakdown,
2. in case of activities involving continuity of operation,
3. at shift work,
4. during the necessary maintenance work,
5. in transportation and communication services,
6. in 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 society and the daily needs of the public, in particular those relating to the operations of:
 - a. trading establishments,
 - b. establishments providing services to the public,
 - c. catering companies,
 - d. hotel establishments,
 - e. communal establishments,
 - f. health service centers and other establishments of health service for people whose state of health requires 24-hour or all day health services,
 - g. organizational units of 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,
10. in relation to employees employed in working time system, in which work is performed only on Friday, Saturday, Sunday and public holidays.

II

Length of annual leave **Art. 154 of Labour Code**

- Leave shall be of:
 - 1) 20 days – if an employee is employed for a term shorter than 10 years,
 - 2) 26 days – if an employee is employed for a term of at least 10 years.

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

According to the Regulation of the Council of Ministers of 11 September 2007 on the amount of minimum remuneration for work in the year 2008 (Journal of Laws of 2007 No. 171, item 1209) from 1 January 2008 minimum remuneration for work amounts to 1126 PLN.

The regulation was issued on the ground of Act of 10 October 2003 on minimum remuneration for work (Journal of Laws of 2002, No. 200, item 1679).

IV

Amount of bonus for overtime work

Art. 151¹ of Labour Code

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

- 1) 100% of the remuneration for overtime work:
 - a) during the 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 on any other day than specified above.

Bonus shall be paid also for each hour of overtime work due to excess of an average weekly norm of working time in the adopted settlement period, unless the excess was a result of overtime work, in relation to which an employee is entitled to bonus for work overtime due to excess of daily norm of 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 moment 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.

1. Obligation to report commencement of operation

An employer who commences operation shall, within 30 days of 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 obligation shall rest on the employer - respectively - in the case of a change of the place, type and scope of operation, in particular when the technology or the profile of production change, provided that the change of technology may result in an increased risk to health of the employees.

The competent labour inspector or the competent state sanitary inspector may oblige the employer whose operations present a particular risk to health or life of employees to periodically update the information (Art. 209 § 1-4 LC).

2. Employee's right to refrain from work

An employee shall have the right to refrain from performing work, and shall immediately notify his/her superior thereof, when working conditions do not comply with the provisions of safety and hygiene at work and create immediate danger to health or life of the employee 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 endangered area, and shall immediately notify his/her superior thereof.

An employee shall be entitled to remuneration for the time during which he/she refrained from performing work or left endangered area 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 (Art. 210 § 1-4 LC)

3. Preventative Health Care

Employer shall inform the employees of the occupational risks involved in the work performed and on the rules of protection against such risks (Art. 226 LC).

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 occurring in the working environment or the manner of performing work. Art. 229 § 1-7 LC.

The following persons shall have initial medical check-ups made:

1. persons who are being recruited,
2. juveniles transferred to another workstation and other employees transferred to workstations where there prevail agents harmful to health or arduous conditions.

However, persons who are being recruited anew by the same employer at existing workstation or at a workstation where the same working conditions prevail, under a subsequent employment contract concluded immediately after a previous employment contract with the same employer is terminated or expires, shall not be subject to initial medical check-ups.

An employee shall be given 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 also be given a medical check-up to determine his/her capacity to perform work at the current workstation.

Periodic and control 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 employee who does not have an up-to-date medical report stating that there are no counter indications disallowing them to commence work at a given workstation shall not be admitted to work by the employer.

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) upon discontinuance of work involving contact with such substances, agents or dust,

2) upon termination of the employment relationship, if the person concerned requests to be given such check-ups.

Initial, periodic, and concerning exposed employees' check-ups shall be made at the cost of an employer. The employer shall also incur other costs of preventative health care of the employees, as necessary considering the working conditions.

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

(Art. 230 § 1-2 LC).

If any employee shows symptoms of developing occupational disease, the employer shall, on the basis of the medical report, transfer the employee to do another job where he/she is not 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 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. The costs of establishing the circumstances and causes of accidents at work shall be incurred by the employer.

An employee who does not have the required qualifications or skills, or is not familiar, as required, with the rules and principles of safety and health at work shall not be admitted to work.

An employer shall provide a safety and health training course prior to admitting an employee to work, and shall also provide periodic training. When an employee undertakes work at the same workstation which he/she occupied with the employer immediately before he/she concluded a successive employment contract, 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 cost of the employer. An employer shall instruct employees in the provisions and principles of safety and health at work relating to the jobs they perform.

An employer shall give detailed instructions and guidelines concerning safety and health at work at a particular workstation. An employee shall confirm in writing that they have acquainted themselves with the provisions and rules of safety and health at work Art. 237⁴ LC.

1. Occupational Safety and Hygiene Service

(Art. 237¹¹ § 1-4 LC)

An employer who employs more than 100 employees shall establish an occupational safety and health service, hereinafter called the "OSH service" performing advisory and inspection functions with respect to safety and health at work. If an employer does not have the duty to establish the OSH service, referred to above, it shall be the employer's duty to fulfill the tasks of such service.

An employer may entrust the performance of OSH service's tasks to specialists from outside the workplace or to the employee employed to do another job. If an employer employs fewer employees than the number specified above, a competent labor inspector may instruct the employer to establish OSH service, provided it is justified due to identified occupational risks.

2. Commission for Safety and Hygiene at Work

Art. 237¹² § 1-2 LC

An employer who employs more than 250 employees shall appoint a commission for safety and health at work, hereinafter called the "commission", as an advisory and opinion issuing body. The OSH commission shall be composed of an equal number of the employer's representatives, including OSH service members and the physician responsible for the preventive health care of the employees, and the employees' representatives, including a civic labour inspector. The employer or the person designated by the employer shall be the chairperson of the commission, and the civic labour inspector or employees' representative shall be the deputy chairperson. (Art. 237¹³ § 1-2).

The commission shall review working conditions, make a periodic assessment of safety and health at work, give opinion on measures implemented by the employer in order to prevent accidents at work and occupational diseases, formulate motions concerning the improvement of 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:

1. Regulation of the Council of Ministers of 30 July 2002, on the list of occupational diseases, specified principles of conduct in the cases of reporting suspicion, diagnosing and stating of occupational diseases as well as entities competent within these matters (**Journal of Laws, No 132, item 1115**).

2. Regulation of the Minister of Health of 1 August 2002 on the procedure of keeping registers of occupational diseases and their effects (**Journal of Laws, No 132, item 1121**).

3. Regulation of the Minister of Labour and Social Policy of 26 September 1997 on general provisions on safety and hygiene at work (**Journal of Laws of 2003, No 169, item 1650 as amended**).

4. Regulation of the Council of Ministers of 2 September 1997 on occupational safety and hygiene service (**Journal of Laws, No 109, item 704 as amended**).

5. Regulation of the Minister of Labour and Social Policy of 29 November 2002 on maximum admissible concentration and intensity of agents harmful to health in the working environment (**Journal of Laws of 2002, No 217, item 1833**).

6. 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 No. 73, item 645**).

7. Regulation of the Minister of Economy and Labour of 27 July 2004 on detailed principles of training in the area of safety and hygiene at work (**Journal of Laws No. 180, item 1860 as amended**).

8. 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 over employees as well as medical statements issued for purposes specified in Labour Code. (**Journal of Laws of 1996, No 69, item 332 as amended**).

9. Regulation of 28 July 1998 on detailed procedure for establishing the circumstances and causes of accidents at work as well as the manner in which they shall be documented and the information to be included in the register of accidents at work (**Journal of Laws, No 115, item 744 as amended**).

1. Protection of pregnant women

■ An employer may not serve notice on a female employee or terminate her employment contract during her pregnancy or maternity leave, unless there are reasons which justify termination of the contract without notice 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 shall not apply to a female employee during the probationary period which is not longer than one month.

■ An employment contract concluded for a fixed term or for the time for the performance of 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 birth. The above does not apply to an employment contract for a fixed term concluded with a view to ensuring replacement for an employee, during that employee's justified absence from work.

■ During pregnancy or maternity leave an employment contract may be terminated with notice by the 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.

■ Provisions concerning protection of women during maternity leave are also applied to an employee-father raising a child during the period of his taking maternity leave.

■ A pregnant woman may not be employed to do overtime work or night work. A pregnant woman may not be posted to work outside of her usual workplace without her consent.

■ An employer who employs a pregnant female employee - or one who is nursing a child - to do a job listed in the provisions issued under Art. 176 prohibited to be performed by such female employee, irrespective of the level of risk of exposure to agents harmful to health or dangerous agents,

shall transfer the employee to another job, and if it is not possible - the employer shall relieve her for as long as necessary from the obligation to perform work.

■ An employer who employs a pregnant female employee - or one who is nursing a child - to do other jobs prohibited to be performed by pregnant women, shall adapt the conditions of work to the requirements stipulated in such provisions or limit the working time in order to eliminate a danger to health and safety of 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 another job and if it is not possible the employer shall relieve her, for as long as necessary, from the obligation to perform work. The same rules apply in case when pregnant female employee or the one nursing a child presents a medical certificate containing a recommendation that she should not perform the current work.

■ 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. After the reasons justifying the transfer of a female employee to another job, shortening her working time or relieving her from the obligation to perform work have ceased to exist, 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.

■ When a change of working conditions at the current workstation, shortening of working time or transfer of the employee to another job result in a lower remuneration, a female employee shall be entitled to a supplementary payment.

■ Pregnancy shall be confirmed by a medical certificate.

■ An employer shall release a female employee from work to undergo medical checks related to pregnancy, as recommended by a doctor, if such checks cannot be carried out beyond working hours. The female employee shall retain the right to remuneration for the time of absence from work for that reason.

Rules for granting maternity leave

1. A female employee shall be entitled to maternity leave of:
 - 18 weeks for the first birth,
 - 20 weeks for each subsequent birth,
 - 28 weeks when she gives birth to more than one child at one time.

2. A female employee who raises an adopted child or who has received a child to bring it up as a foster family, except for a foster family providing emergency services, shall be entitled to 20 weeks' leave also for the first birth,

3. At least 2 weeks of maternity leave may fall before the expected date of the baby's birth,

4. After the birth an employee shall be entitled to maternity leave not used before the birth until the end of the period stipulated in point 1.

5. Having used at least 14 weeks of the maternity leave after the birth, 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.

6. A female employee shall submit to her employer a written request concerning her giving up a part of the maternity leave, not later than 7 days before she begins work; the request shall be accompanied by a certificate issued by the employer who employs the employee-father raising the child, certifying the date on which the employee begins the maternity leave designated in his request for such leave to be granted, which falls immediately after the date on which the female employee gives up a part of the maternity leave.

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

8. In the case of stillbirth or the death of the child before the age of 8 weeks a female employee shall be entitled to maternity leave of 8 weeks after the birth - not shorter, however, than for 7 days after the death of the child. A female employee who gave birth to more than one child at one time shall in such case be entitled to maternity leave of duration depending on the number of children who are alive.

9. When a child dies after reaching the age of 8 weeks, a female employee shall remain entitled to maternity leave for 7 days after the death of the child.

10. If a newborn child requires hospital care, a female employee who used 8 weeks of the maternity leave after the birth may take the remaining part of the leave at a later date, after the child has been released from hospital.

11. When a mother chooses not to raise a child and gives the child away to another person so that the child is adopted or raised in a small children's home, 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.

12. 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 family not related to the child, shall be entitled to 18-week leave on the same terms as those of maternity leave, not longer, however, than until the date on which the child reaches the age of 7 years. It is not the maternity leave in the strict meaning of the word. Fulfilling only one condition (for instance taking the child for raising) does not entitle to leave.

13. An employee who has taken over a child to be permanently fostered, shall be entitled to leave on the same terms as those of maternity leave. The above shall not apply to foster families which serve as a family emergency service.

Other rights related to parenthood.

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

An employee who is raising at least one child at the age of up to 14 years shall be entitled to be released from work for two days in a year while continuing to be entitled to remuneration. An employee has the right to be released from work from the day of taking up the work, regardless the month in which he/she began the work and duration of working time. The father/mother of children of less than 14 years of age as well as an employee raising fostered child or his/her Spouse's child can take advantage of the release. According to Art. 189¹ LC, the release may be taken also by the female employee's husband or custodian of a child. The fact that employee's spouse takes care of a child while being unemployed or being on leave to raise a child shall not limit his/her right to take release from work on the grounds of Art. 188 LC. Only in the situation when both parents or both custodians are employed, the right to release from work for taking care of a child can be exercised only by one of them. It is admissible to share this right in the manner that each of the parents (custodians) shall exercise one day to take care of a child. This right shall not apply only to employees who do not have parental power over a child.

1. Only such juveniles may be employed who:
 - a. have completed at least junior secondary school,
 - b. present a medical certificate stating that work of a given type does not present a hazard to their health.
2. A juvenile without vocational qualifications may only be employed in order to receive vocational training.
3. An employer shall keep a register of employees who are juveniles.
4. The conclusion and termination of employment contracts with juveniles for vocational training shall be governed by the provisions of the Labour Code on employment contracts for an indefinite term. The contract shall stipulate in particular:
 - 1) the type of vocational training (training for a particular vocation or training to do a particular job),
 - 2) the duration and place of vocational training,
 - 3) the manner in which theoretical training will be offered,
 - 4) the remuneration
5. An employment contract for vocational training may be terminated with notice only if:
 - 1) a juvenile fails to fulfill his/her obligations under the employment contract or the obligation to undergo training, despite corrective measures being applied to him/her,
 - 2) bankruptcy or liquidation of the employer is declared,
 - 3) the work establishment is reorganized in a manner which renders it impossible for the vocational training to continue,
 - 4) it is determined that a juvenile is unsuitable to do the work for which he/she is receiving the vocational training.
6. An employee who is a juvenile shall improve his/her education until he/she reaches 18 years of age. In particular, an employee who is a juvenile shall:
 - 1) improve his/her education at the preliminary school and gymnasium level if he/she has not completed such school,

2) improve his/her education at the post-gymnasium level or do so outside of the school system.

7. 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.

Employing juveniles to perform light work

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

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

3. A list of activities representing light work shall be determined by an employer after the consent of a doctor, who discharges the task of occupational medicine service, has been obtained. 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 separate regulations. The list of activities representing light work shall be determined by an employer as part of work regulations. An employer who is not obligated 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, due consideration being given to the weekly number of hours of schooling under the syllabus and the schedule of classes taken by a juvenile.

6. The weekly working time of a juvenile during the time when he/she takes classes shall not be longer than 12 hours. On the day when he/she takes classes the working time of a juvenile shall not be longer than 2 hours.

7. The working time of a juvenile during school holidays shall not be longer than 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 shall not, however, be longer than 6 hours in a 24-hour period.

8. The working time specified above shall also apply when a juvenile is employed with more than one employer. 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 with another employer.

Health protection 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 the 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.

Time for work 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, as required under the syllabus of school classes, irrespective of whether it falls during working hours, shall be included in the working time of a juvenile. 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.
4. A juvenile employee shall not be employed to do overtime work or night-time work.
5. For a juvenile night time shall fall between 22.00 hours and 6.00 hours.
6. A break from work for a juvenile including night time shall be uninterrupted and last for no less than 14 hours.
7. A juvenile shall be entitled to no fewer than 48 hours of uninterrupted rest every week which is also to include Sunday.

Annual leave

1. At the end of 6 months from the date on which a juvenile started his/her first job, the juvenile shall become entitled to leave of 12 working days.
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 advanced 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 during school holidays unpaid leave not longer, together with annual leave, than 2 months. The unpaid leave shall be included in the period of work which determines employee's rights.

IX

No discrimination in employment relationship

Art. 11³ LC

Any discrimination, direct or indirect, in employment, in particular on grounds of sex, age, disability, race, religion, nationality, political views, trade union membership, ethnic origins, belief, sexual orientation, as well as employment for a fixed or indefinite term, full or part time work – shall be inadmissible.

1. Equal treatment in employment relationship

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

- 1) entering into and terminating employment relations,
- 2) terms of employment,
- 3) promotion,
- 4) access to training for improvement of professional qualifications.

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

- 1) sex,
- 2) age,
- 3) disability,
- 4) race,

- 5) religion,
- 6) nationality,
- 7) political views,
- 8) trade union's membership,
- 9) ethnic origins,
- 10) belief,
- 11) sexual orientation,
- 12) employment for a fixed or indefinite term, full or part time.

Note!

Equal treatment of women and men shall mean that they should not be discriminated against in any way, directly or indirectly, on above grounds, referred to as discrimination criteria.

Direct discrimination occurs when an employee is or could be treated in a comparable situation less favorably than other employees.

Indirect discrimination occurs when, as a result of outwardly neutral decision, criteria applied, or action undertaken, there are disproportions in terms of employment to the detriment of all or a substantial number of employees belonging to a group singled out due to one or few grounds of discrimination criteria listed above, if the disproportions cannot be objectively justified.

Manifestation of indirect or direct discrimination is also constituted by:

- 1) action of encouraging other person to infringe the principle of equal treatment in employment,
- 2) harassment meaning conduct with the purpose or effect of violating the dignity or humiliation or degradation of an employee.

Sexual harassment is a type of discrimination based on sex, meaning any unaccepted behavior of sexual nature or referring to an employee's sex, with the purpose or effect of violating the dignity or degradation or humiliation of the employee; this behaviour may consist of physical, verbal or non-verbal elements.

When an employer differentiates the position of employees on one or a few grounds, defined above as discrimination criteria, and such differentiation has the following consequences:

- 1) refusal to enter into or termination of an employment relationship,

- 2) unfavorable 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 in training for the improvement of professional qualifications,
 - all the above shall be deemed a breach of the principle of equal treatment in employment.

Circumstances which shall not be treated as direct or indirect discrimination

Rules of equal treatment in employment shall not be infringed by:

- 1) not employing an employee on one or few grounds, defined as discrimination criteria, if it is due to type of work or the circumstances in which it is to be performed or professional qualifications required from employees,
- 2) termination with notice by the employer of terms of employment connected with duration of working time, if it is justified by reasons which do not concern employees,
- 3) applying measures which differentiate the legal position of an employee in order to ensure protection of parenthood, age or disability of the employee,
- 4) defining the terms of employment and termination of employment, terms of remuneration and promotion, as well as access to training for improvement of professional qualifications - taking into account the period of work.

It shall not be a breach of the principle of equal treatment in employment to take measures for a certain time, aimed at ensuring equal opportunities for all or significant number of employees singled out for one or several grounds defined as discrimination criteria, by reducing for the benefit of these employees any actual inequalities, as provided for in this provision.

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

Right to equal remuneration

Employees shall 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 to 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.

Employee's claims

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 an amount not lower than the minimum remuneration for work.

Note!

The fact that an employee exercises the rights to which he or she is entitled in connection with a breach by an employer of the principle of equal treatment in employment shall not constitute grounds for termination by the employer of the employment relationship with notice or for terminating such relationship without notice.

X

Performing work according to provisions on employing temporary employees

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

Extract from the Act:

Rules for employing temporary workers and posting them to perform temporary work.

1. Temporary employment agency employs temporary workers on the grounds of a fixed-term employment contract or an employment contract for the time of performing a particular job.

2. Temporary employee cannot be entrusted to perform for an employer-user work:

- 1) particularly dangerous - as stipulated in provisions issued on the basis of Art. 237¹⁵ of Labour Code;
- 2) at a workstation at which an employee of employer-user is employed, in the period when the employee takes part in strike;
- 3) at a workstation at which during the period of last 3 months preceding anticipated date of beginning of temporary work performance by a temporary employee, the employee of an employer-user was employed, and employment relationship was terminated due to reasons which did not concern the employees.

3. In order to enter into an employment contract between temporary employment agency and a temporary employee, an employer-user agrees the following with this agency in writing:

- 1) type of work to be entrusted to a temporary employee,
- 2) qualification requirements essential for work to be performed by a temporary employee,
- 3) anticipated period of temporary work performance,
- 4) duration of working time of a temporary employee,
- 5) place of temporary work performance,

4. An employer-user shall, in writing, notify the temporary employment agency of:

- 1) remuneration for work which shall be entrusted to a temporary employee, specified in provisions concerning remuneration, being in force at the employer-user;
- 2) terms of performing temporary work in the scope concerning occupational safety and hygiene.

5. Before concluding an employment contract between a temporary employment agency and a temporary employee, the temporary employment agency and the employer-user shall agree in writing:

- 1) scope of information on the course of temporary work, which influences the amount of remuneration for work of a temporary employee, as well as the way and date of forwarding the information to the temporary employment agency in order to calculate correctly the remuneration for work of this employee;
- 2) scope of responsibilities which the employer-user takes over with regard to safety and hygiene at work, including in particular providing the temporary employee with work cloths and work footwear as well as personal protective equipment, providing drinks and regenerating meals, organizing training on safety and hygiene at work, determining circumstances and causes of accidents at work, conducting occupational risk assessment and informing about the risk;
- 3) scope of employer-user's responsibility as an employer in relation to paying money due to an employee to cover cost of business trip.

6. A temporary employment agency and an employer-user may agree on taking by a temporary employee annual leave, all or part of the leave, during the period of performing temporary work for this employer-user, and specify the mode of granting the leave.

7. If a period of performing work for a certain employer-user includes 6 months or more, employer-user is obliged to enable a temporary employee to use within this period his or her annual leave, granting, after agreeing date with the employee, time off from work in the length corresponding to annual leave due to the employee.

8. Establishing between a temporary employment agency and an employer-user the condition of not employing temporary employee by an employer-user after completing the performance of temporary work, is not valid.

9. Employment contract concluded between a temporary work agency and a temporary employee shall specify contracting parties, type of contract and date of concluding the contract, determine the employer-user and set period of performing temporary work for the employer-user, as well as employment conditions of a 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 date and manner of paying the remuneration by a temporary employment agency.

In a fixed-term employment contract parties may envisage the possibility of earlier termination of the contract by each party:

- 1) after 3 days of notice, when an employment contract was concluded for a period not exceeding 2 weeks;
- 2) after 1 week of notice, when an employment contract was concluded for a period longer than 2 weeks.

Employment contract is concluded in writing. If an employment contract was not concluded in writing, temporary employment agency confirms to a temporary employee in writing the type of concluded employment contract and its terms, not later than on the second day of performing temporary work.

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

Employer-user:

- 1) is obliged to ensure for a temporary employee safe and hygienic conditions of work in a place assigned to perform temporary work;
- 2) keeps registers of working time of a temporary employee within scope and according to rules applicable to employees.
- 3) can neither apply, to a temporary employee, provisions of Art. 42 § 4 of Labour Code nor can they entrust him or her with performing work for and under the supervision of another entity.

11. A temporary employee during the period of performing work for employer-user cannot be treated less favorably with regard to working con-

ditions and other terms of employment than employees employed by the employer-user at the same or similar workstation.

As far as access to training aimed at improving qualifications, which is organised by the employer-user, is concerned, the above mentioned obligation shall not apply to a temporary employee performing work for this employer-user for the period shorter than 6 weeks.

12. A temporary employee, who is a victim of a breach by an employer of the principle of equal treatment, shall be entitled to compensation from temporary employment 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.

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

13. A temporary employee is entitled to annual leave of two days for each month of being in standby for one or more employer-users; leave shall not be granted for period for which employee used some of the due leave with the previous employer on the basis of separate provisions.

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

Remuneration for one day of annual leave or money equivalent for one day of this 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.

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

The employer-user who intends to resign from performing work by a temporary employee before the end of the period set for conducting the temporary work, agreed with a temporary employment agency, notifies the temporary employment agency in writing of the envisaged date of ending the performance of temporary work by the temporary employee, if possible in advanced time including the obligatory for parties to an employment contract period of notice terminating this contract.

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

15. In the period of 36 consecutive months, the total period of performing temporary work by a temporary employee for one employer-user shall not exceed 12 months.

If a temporary employee conducts continuously for a given employer-user temporary work involving tasks belonging to responsibilities of an absent employee employed with this employer-user, the period for conducting temporary work shall not be longer than 36 months.

After the period of conducting temporary work, referred to in paragraph 2, for a given employer-user, a temporary employee may again be posted to perform temporary work for the same employer-user not earlier than after 36 months.

16. A temporary employee during the period of performing work for an employer-user has the right to make use of social provisions of the employer-user on the terms stipulated for employees employed by this employer-user.

Note!

Employees performing work in territory of the Republic of Poland posted to work for a fixed term for the employer having a seat within a European Union Member State, who are engaged in initial assembly or installation work outside construction sites for a period not exceeding 8 days, shall not be subject to provisions on:

- duration of annual leave,
- minimum remuneration for work,
- amount of additional payment for overtime work.

