

INFORMATION FOR EMPLOYEES ON EQUAL TREATMENT IN EMPLOYMENT

In accordance with the obligation under Article 94¹ of the Labor Code, the following is the text of the provisions on equal treatment in employment in the form of an excerpt from the Labor Code:

Art. 9. § 4. The provisions of collective labor agreements and other collective agreements based on the law, regulations and statutes, determining the rights and duties of the parties to the employment relationship, violating the principle of equal treatment in employment are not binding.

Art. 11². Employees have equal rights in respect of the same performance of the same duties; this applies in particular to the equal treatment of men and women in employment.

Art. 11³. Any discrimination in employment, direct or indirect, in particular in respect of sex, age, disability, race, religion, nationality, political views, trade union membership, ethnic origin, creed, sexual orientation, or in respect of the conditions of employment for a definite or an indefinite period of time or full or part time, are prohibited.

Art. 18. § 3. The provisions of employment contracts and other acts on the basis of which the employment relationship is established and which violate the principle of equal treatment in employment are invalid. The appropriate provisions of labor law shall apply instead, and if there are no such provisions, then these provisions shall be replaced with the appropriate provisions of a non-discriminatory nature.

Art. 18^{3a}. § 1. Employees should be treated equally as regards starting and ending employment, employment conditions, promotion and access to training to improve their professional qualifications, in particular irrespective of sex, age, disability, race or religion, nationality, political opinion, trade union membership, ethnic origin, belief, sexual orientation, as well as irrespective of temporary or permanent employment, or full-time or part-time employment.

§ 2. Equal treatment in employment means non-discrimination in any way, directly or indirectly, on the grounds set out in § 1.

§ 3. Direct discrimination occurs when an employee has been, is or could be treated less favorably than other employees in a comparable situation on one or more of the grounds set out in § 1.

§ 4. Indirect discrimination occurs when, as a result of an apparently neutral provision, a criterion applied or action taken, there are disproportions in the terms and conditions of employment to the detriment of all or a considerable number of employees belonging to the group distinguished for one or more of the reasons referred to in § 1, if those disproportions cannot be justified by other objective reasons.

§ 5. Discrimination within the meaning of § 2 is also manifested through:

- 1) action aimed at encouraging another person to infringe the principle of equal treatment in employment,
- 2) conduct with the purpose or effect of violating the dignity or of humiliating an employee (harassment).

§ 6. Gender-based discrimination includes also any unaccepted behavior

of a sexual nature or relating to an employee's sex, the purpose or effect of which is violating the dignity or humiliation of an employee; this conduct may include physical, verbal or non-verbal elements (sexual harassment).

Art. 18^{3b}. § 1. The violation of the principle of equal treatment in employment, subject to § 2-4, means an employer treating an employee differently on one or more grounds referred to in Article 18^{3a} § 1, with the effect of, in particular:

- refusal to establish or termination of the employment relationship,
- disadvantageous remuneration for work or other conditions of employment, or omission when promoting or granting other work-related benefits,
- omission during the selection of participants in training aimed at improving professional qualifications unless the employer proves that they were guided by objective reasons.

§ 2. The principles of equal treatment in employment are without prejudice to activities consisting in:

- not employing an employee for one or more of the reasons referred to in art. 18^{3a} § 1, if it is justified by the nature of the work, the conditions under which it is performed or the professional requirements imposed on the employees,
- serving a notice of termination of employment conditions to an employee in relation to the length of working time, provided it is justified for reasons not concerning employees,
- applying measures that diversify the worker's legal situation due to parenthood protection, age or disability,

– setting terms and conditions of employment and dismissal, rules of remuneration and promotion, and access to training to improve professional qualifications – taking into account the criterion of seniority.

§ 3. The principle of equal treatment in employment is not violated by conduct undertaken for a certain period of time, aimed at creating equal opportunities for all or a considerable number of employees distinguished for one or more reasons referred to in Art. 18^{3a} § 1, by reducing the actual inequalities for an advantage of such employees to the extent determined in that provision.

§ 4. Diversification of employees on the basis of religion or creed shall not constitute a violation of the principle of equal treatment in employment if, in connection with the type and nature of the activities carried out within churches and other religious associations, as well as organizations whose purpose is directly related to religion or creed, the employee's religion or creed constitutes a legitimate and justifiable occupational requirement.

Art. 18^{3c}. § 1. Employees have the right to equal remuneration for the same work or for work of equal value.

§ 2. The remuneration referred to in § 1 includes all components of remuneration, regardless of their name and nature, as well as other benefits related to work, granted to employees in cash or in a form other than cash.

§ 3. Works of equal value are those the performance of which requires comparable professional qualifications from employees, evidenced by documents provided for in separate regulations or practice and professional experience, as well as comparable responsibility and effort.

Art. 18^{3d}. A person in respect of whom the employer has breached the principle of equal treatment in employment shall be entitled to a compensation in an amount not lower than the minimum wage for work established under separate provisions.

Art. 18^{3e}. The exercise by an employee of the rights resulting from violation of the principle of equal treatment in employment may not constitute a reason justifying dismissal with notice by an employer or termination of the employment relationship without notice.

Art. 29². § 1. The conclusion of an employment contract with an employee providing for employment on a part-time basis shall not result in the determination of his/her working and pay conditions in a manner less favorable in relation to employees performing the same or similar work on a full-time basis, taking into account, however, the proportionality of remuneration for work and other work-related benefits to the working time of the employee.

§ 2. An employer should, to the extent possible, take into account the employee's request to change the working hours specified in the employment contract.

Art. 94. In particular, an employer shall be obliged to:

(...)

2b) counteract discrimination in employment, in particular on the basis of sex, age, disability, race, religion, nationality, political views, trade union membership, ethnic origin, creed, sexual orientation, as well as on the basis of temporary or permanent employment, or full-time or part-time employment

Art. 94³. § 1. An employer is obliged to counteract mobbing.

§ 2. Mobbing is “acts or behavior relating to or directed against an employee consisting of persistent and prolonged harassment or intimidation of an employee, resulting in a decreased

evaluation of his/her professional abilities, causing or aiming at humiliating or ridiculing the employee, isolating him/her or eliminating him/her from the team of co-workers.

§ 3. An employee, the mobbing of whom has caused health problems, may claim compensation from the employer as a money equivalent for the damage sustained.

§ 4. An employee who terminates his/her employment contract as a result of has the right to claim compensation from the employer in an amount not lower than the minimum remuneration for work, as specified under separate provisions.

§ 5. The employee's declaration of termination of the employment contract must be made in writing, stating the reason referred to in § 2, justifying termination of the contract.