WORK-LIFE BALANCE IN THE LIGHT OF THE DIRECTIVE (EU) 2019/1158 ON THE EXAMPLE OF JOB-SHARING IN ACCORDANCE WITH THE CZECH LABOUR CODE

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Abstract: *The paper deals with selected practical aspects of reconciliation of family and professional life. In this context, it analyses work-life balance, recently re-regulated on the supranational level, as both an interdisciplinary and a multidimensional phenomenon. The main aim is to emphasize its mutual relations manifesting as for flexible working arrangements, constantly a very significant instrument of the EU labour law. For these purposes, the text summarizes legal requirements for job-sharing laid down in the Czech Labour Code, as one of the means in order to reach the indicated balance. Furthermore, it proceeds to focus on the duty to substitute an absent employee. The comparison of relevant regulation with German and Slovak jurisdictions provides with the basis for conclusions concerning substantially differing approaches.*

Keywords: *Work-life Balance; Reconciliation of Family and Professional Life; Flexible Working Arrangements; Job-sharing; Czech Labour Code; Directive (EU) 2019/1158*

I. INTRODUCTION

The following text is focused on the issue concerning work-life balance and its implications as for the scope of a selected legal institute of job-sharing. As recently observed, the practical importance of the mentioned *mantra* has been generally highly emphasized, while arising from a proper (adequately proportionate) reconciliation of work on one side, and the sphere operating right outside thereof on the other one. Such indisputably inseparable part of an individual private life could be in other words simplified as non-work, be it represented whether by family (taking into account all the variety of its possible models), or any other manner of spending time with and taking care of other persons, or just one's own self.

Later on, it will be demonstrated that the most actual supranational regulation (being enshrined in the respective EU Directive)[1] epitomizes a considerable legal basis for introducing job-sharing, which is from the Labour Code of the Czech Republic[2] perspective nothing but a completely new concept. The latter shall be understood, however, in a rather theoretical way, albeit in this sense not necessarily in a practical one. Since it should be taken for granted that so far, co-shared working positions might have been successfully agreed by progressive employers, in spite of the failure to set it forth expressly on the legislation level.

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[1] Directive (EU) 2019/1158 of the European Parliament and of the Council of 20 June 2019 on work-life balance for parents and carers and repealing Council Directive 2010/18/EU (hereinafter referred to as "Directive 2019/1158", or "Directive").

[2] Act No. 262/2006 Coll., Labour Code, as amended (hereinafter referred to as "Labour Code", or "LC").

As already pointed out, the relevant scope *ratione materiae* represents the effective regulation, both national (for the purposes of this text in the sense of the Czech) and supranational (i.e. the EU) ones. As far as the former is concerned, the current legal state constitutes a starting point for any further considerations, based on the adopted amending act to the Labour Code which entered into force on from 1 January 2021. After dealing with material scope in accordance with the Directive 2019/1158 and grounds related thereto, with a specifical focus on flexible working arrangements, the following paragraphs continue to provide with an analysis overviewing the complementary legal requirements prescribed for job-sharing by the Labour Code.

Furthermore, one selected particular aspect, assumed as arguably strengthening the role of work-life balance, has been compared with relevant foreign regulations (which might have been useful as inspirational sources). Namely, the presumed duty to substitute an absent co-employee, naturally within the intentions of job-sharing, distinguishes the analysed jurisdictions based upon the fact whether or not there shall be included a general legal duty to substitute another employee in such a job-sharing model.

II. BRIEF GENERAL REMARKS ON WORK-LIFE BALANCE, ESPECIALLY FOCUSING ON JOB-SHARING

From the aforementioned argumentation stands out as undoubtedly clear, that the overall legal construct covering work-life balance nowadays represents a highly popular concept. Discussions with regards to its not only practical, but also theoretical aspects may vary depending upon the scrutiny connected to the scientific discipline in particular. This results in enhancing the work-life balance with an immense interdisciplinary context. Apart from legal basis, there are obvious strong essential relations to psychology, sociology, economics as well as further permanently developing, mostly humanist scientific branches.

As far as the concept in question itself and its material content is concerned, one might find out multiplicated definition attempts thereof by the academics. Some of them tend to emphasize the possible approaches, among others, synthetizing two elementary roles, namely of *"conflict"* and of *"enrichment"*[3] in the sense of absence of a work-family conflict together with its simultaneous increasing work-family enrichment. Besides the mentioned notion of interdisciplinarity, the analysed construction further points out an aspect resting in its multidimensionality. Therewithin, especially legal dimensions are eligible to be demonstrated while taking into consideration the recent overall development of balanced working time arrangements,[4] be they aimed at whether the supranational, as will be more deeply discussed later on, or even the transnational level.

The legal institute of job-sharing has been majorly perceived as positive from the perspective of both contracting parties acting in an employment law relationship (and that

[3] BROUGH, P., TIMMS, C., CHAN, X. W., HAWKES, A., RASMUSSEN, L. Work–Life Balance: Definitions, Causes, and Consequences. In: Töres Theorell (ed.). *Handbook of Socioeconomic Determinants of Occupational Health. From Macro-level to Micro-level Evidence.* New York: Springer International Publishing, 2020, pp. 3–5.

[4] See e.g. INTERNATIONAL LABOUR ORGANIZATION. *Guide to Developing Balanced Working Time Arrangements.* Geneva: ILO – International Labour Office, 2019, pp. 3–10.

is also why the ones potentially arguable as rather negative have been left aside for the purposes of the following paragraphs), meaning its advantageous implications for employee as well as his or her employer. Therefrom, one might distinguish the prevailing dimensions whether of a social[5] or a self-developing[6] character on one side (of the employee), corresponding to the economic dimension[7] on the other one (of the employer). On the basis of the stated, work-life balance, and especially of those employees who are parents, or carers, respectively, indeed seems as one of the simply exemplifiable beneficial aspects to which it effectively helps to be realized in an everyday application practice.

Yet it has to be subsequently noted here, that the selected groups of employees representing the qualifiedly vulnerable ones (i.e. parents or carers) naturally cannot build the sole personal scope of respective principles concerning work-life balance. As put by competent authors, it shall be understood in a way of issue concerning *"all persons with obligations to provide care for a dependent person."*[8] Therefore, it comes as no surprise, that even managerial employees might be vividly affected. Within this very context, such employees may thus tend to require practical benefits from the so-called *"top-sharing"*, albeit without any observable substantial difference from job-sharing. To briefly summarize, from the general point of view it proves as clear that questions covering this issue are in some way crucially important for any employee.

III. EU LEGAL FRAMEWORK – DIRECTIVE ON WORK-LIFE BALANCE

As already indicated, the relevant framework on the supranational level (in the sense of the EU regulation) provides the Directive 2019/1158, therethrough the previous Directive concerning parental leave[9] has been repealed. It is assumingly possible to take for granted that the Directive fully follows tendencies and essential grounds set out in the European Pillar of Social Rights. The term work-life balance has been expressly applicated therein,[10] among other requirements leading to desired fair working conditions. Simultaneously, it replaces previously legally, albeit non-bindingly formulated concept of *"reconciliation of family and professional life."*[11] Furthermore, the regulation within the Directive 2019/1158 itself, on the basis of the information provided,

[5] E.g. social integration (manifesting within the company human resources policies) as well as counterpartying not necessarily solely social re-integration into labour market (especially in the event of long-term absences, being caused by whatever grounds).

[6] E.g. an overall support of abilities as for innovative solutions, teamwork, adaptability to confronting other proposals, intra-generation as well as inter-generation solidarity, sharing of achieved knowledge, or also effectivity of decision making and constructive problem solving.

[7] Being represented e.g. by increase in productivity of workload, aspect of permanent presence at the workplace (unlike when reduced working hours agreed), as well as a considerable cost reduction.

[8] POLÁK, P., KVASNICOVÁ, J., TICHÁ, I. (eds.). *Work-life balance. International Conference Proceedings.* Brno: Office of the Public Defender of Rights, 2015, p. 5.

[9] Council Directive 2010/18/EU of 8 March 2010 implementing the revised Framework Agreement on parental leave concluded by BUSINESSEUROPE, UEAPME, CEEP and ETUC and repealing Directive 96/34/EC.

[10] See Joint Proclamation of the European Parliament, the Council and the Commission of 17 November 2017 on the European Pillar of Social Rights, Chapter II: Fair Working Conditions, 09: Work-life balance.

[11] See Joint Proclamation of the European Parliament, the Council and the Commission on the Charter of Fundamental Rights of the European Union, Article 33.

naturally and barely surprisingly mirrors reached conclusions arising out of the relevant case-law.[12]

The subject matter of the analysed Directive is in accordance with its Article 1 to state *"minimum requirements designed to achieve equality between men and women with regard to labour market opportunities and treatment at work, by facilitating the reconciliation of work and family life for workers who are parents, or carers"*. More specifically as for the scope of this text, it enshrines individual rights related to flexible working arrangements for such workers (as qualified above), as stipulated in Article 1(b) Directive. Based upon the selected legal form of a directive (unlike the case of a regulation with its direct influence on legal orders of all EU member states), the respective Article 20(1) Directive presumes to limit the transposition time period, while prescribing the date (here 2 August 2022) when all the compliance measures are required to have been brought into force.

Besides "parents", it is also operated therein with the term "carers", which shall encompass those workers *"providing personal care or support to a relative, or to a person who lives in the same household as the worker, and who is in need of significant care or support for a serious medical reason, as defined by each Member State."*[13] When defining the personal scope of the discussed regulation, it has to be further pointed out, that it shall be applicable to all workers, irrespective of whether being employed based on an employment contract, or amid any other employment relationship as defined by the law, collective agreements or practice in force in the particular state, whilst additionally taking into account the relevant EU case-law.[14] Therefore, one might here observe apparent tendencies of the EU distinguished legislative representatives leading to a far possibly extensive approach.

Fully corresponding to the substantial scope of this contribution, one of the means to aim at the justifiable and proportionate balance between both work and personal spheres of every individual employee seems to be, without any doubts, the Article 9 Directive, headlined as *"Flexible working arrangements"*. More precisely speaking, in order to avoid some possible *prima facie* misunderstandings, the Directive guarantees, as has been already indicated, solely the right to request the named arrangements. Hence, this aspect should be nothing but crucially worth emphasizing, since in fact, the respective norm behaves as rather implicating the direct non-enforceability thereof.

General definition of the key notion used is provided in Article 3(1)(f) Directive, which under flexible working arrangements[15] counts *"the possibility for workers to adjust their working patterns, including through the use of remote working arrangements, flexible working schedules, or reduced working hours"*. Based hereon, the institute of job-sharing might epitomize an effective legal instrument leading to the proclaimed aim. Such remark could be further supported by the express accent on the right to request activation of the FWA

[12] Compare e.g. judgment of the Court of Justice of the European Union (Second Chamber) of 30 September 2010. *Pedro Manuel Roca Álvarez v. Sesa Start España ETT SA*, Case C-104/09. It addresses the proper implementation of the principle of equal treatment for men and women, regarding the access to employment, vocational training and promotion, and working conditions, especially focusing on a paternity leave.

[13] Article 3(1)(d) Directive 2019/1158.

[14] See Article 2 Directive 2019/1158.

[15] Hereinafter also referred to as abbreviated "FWA".

for caring purposes. In this context, Article 9(1) Directive presupposes a legitimate interest of workers taking care of children up to a specified age (in particular, who have not reached the age of 8 years yet), not unexpectedly applicable to both parents as well as carers. Nonetheless, the duration of the required FWA for such purposes is discretionary allowed to be subject to a reasonable limitation.

While going beyond the very extent of this text, further (and mostly procedural) requirements, anticipating interference of the employer are to be put aside, as well as relating rights of the employee stipulated in the following provisions.[16] Yet their practical consequences shall be of no less importance at all. Indeed, as precisely put by members of the academia, the eligibility to make access to enshrined legal entitlements and benefits contingent upon a minimum work period might result in excluding an increasing amount of non-standard employment workers from the material scope of the Directive, and thus therethrough also from taking advantages of work-life balance measures.[17] Instead, the indicated mutual connection between the concepts of a fair balance between both personal and professional life and the FWA, as well as particular impacts arising therefrom, will now be discussed in order to provide with an overviewing analysis of a newly incorporated legal institute of job-sharing according to the national labour law in the Czech Republic.

IV. SUMMARIZATION OF A JOB-SHARING REGULATION IN ACCORDANCE WITH THE LABOUR CODE

It has been previously noted, that the Czech legislator decided to enrich the national concept of employment law relationships (as of 1 January 2021) in such a way of amending the currently effective Labour Code,[18] resting in particular in an *expressis verbis* incorporation of job-sharing. Notwithstanding the stated above, with regards to major advantageous perceptions thereof within the context of reconciliation of professional and personal life, or of work-life balance respectively, the alleged intention had seemed beforehand to have been accepted rather resistantly by representatives from the scientific arena. More specifically, it has been in this sense argued that the legislative proactivity while introducing job-sharing seemingly manifested as *"far more problematic than purposeful,"*[19] when it above that presupposed a certain form of *"maturity,"*[20] necessarily required on both sides of affected contracting parties within a single employment law relationship.

[16] Namely, these are to be found in Article 9(2)-(3) Directive.

[17] CHIEREGATO, E. A Work-Life Balance for All? Assessing the Inclusiveness of EU Directive 2019/1158. *International Journal of Comparative Labour Law and Industrial Relations*. 2020, Vol. 36, No. 1, p. 80.

[18] More details as well as further conceptual changes (most importantly concerning e.g. the concept of leave and its various types, modified rules on delivery of documents, or posting of workers for the purposes of providing services) are to be found in the scope of the Act No. 285/2020 Coll., Amending the Act No. 262/2006 Coll., Labour Code, as amended, and selected further related acts.

[19] HALÍŘOVÁ, G. *Sladění pracovních a rodinných rolí zaměstnanců pečujících o děti*. Praha: Leges, 2014, pp. 72–74. Similarly, HŮRKA, P. *Ochrana zaměstnance a flexibilita zaměstnávání. Princip flexijistoty v českém pracovním právu*. Praha: Auditorium, 2009, p. 136. Quotation translated by the author of this text.

[20] KREJČÍ, L. Praktická opatření zaměstnavatele na podporu sladění pracovních a mimopracovních prvků v životě zaměstnance. In: Dana Hrabcová (ed.). *PRACOVNÍ PRÁVO 2015. Slaďování pracovního a rodinného života. Sborník příspěvků z mezinárodní vědecké konference*. Brno: Masaryk University, 2015, p. 58. Quotation translated by the author of this text.

Irrespective of such objections (be they nowadays held for sort of outdated or not), job-sharing has been regulated by the Section 317a(1)-(6) LC since 1 January 2021. *Prima facie*, these provisions fail to provide with an explicit legal definition of the analysed institute, unlike some other regulations.[21] However, there is clearly no reasonable ground for this absence to be deemed as of any practical importance. Subsequently, the respective legal framework instead directly sets forth all the requirements to be met in order to efficiently (and validly) conclude a job-sharing agreement. Following paragraphs thus focus on summing up the key components of the substantial scope of the aforementioned norm. It seems significant to clarify, that the accepted duty to substitute an absent employee in job-sharing has now been put out of the core at this place, since it will be more deeply analysed in the subsequent part of the text.

First of all, the employer may conclude agreements (not otherwise than in writing) with two or more employees with reduced working hours[22] together with the identical type of work, according to which such employees shall distribute their working hours as for the shared working position (or else, job-sharing) into shifts on their own and following their agreement. While doing so, every one of these employees shall fulfil on the basis of a joint schedule of working hours the average weekly working hours during the compensatory period of no longer than four weeks. Furthermore, the duration of aggregated weekly working hours of employees in job-sharing shall not exceed the duration of a full-time weekly working hours.[23] This rule shall not be applied, however, in the event of substitution of an absent job-sharing employee.

Furthermore, job-sharing creates a special exception from the general rule on distribution of working hours from the employer's side.[24] In this case, employees are obliged to submit to the employer a joint schedule of working hours concerning the shared working position (job-sharing) in a written form, while doing so not later than one week prior to commencement of the period, for the purposes thereof the working hours shall be distributed. As a result, the otherwise quite significant dispositional competence[25] of every employer is herewith restricted in this area. In case of a failure to comply with such responsibility, the employer shall be entitled to distribute the working hours into shifts on his or her own without undue delay. Nonetheless, the employees are still required to acquaint the employer with any possible changes of such schedule in writing and at least two days in advance, unless other time period of acquaintance has been explicitly agreed with the employer.

Turning now to the ending of the respective job-sharing, obligation from an agreement thereon may be terminated by a written agreement of the employer and the employee as

[21] See e.g. Section 49a(1) of the Labour Code of the Slovak Republic (Act No. 311/2001 Coll., Labour Code, as amended, hereinafter referred to as "Slovak Labour Code" or "LC SR").

[22] As contrasting to full-time weekly working hours according to Section 79 LC (compare also below).

[23] I.e. 40 hours per week, as expressly stipulated in Section 79(1) LC.

[24] See Section 81(1) LC.

[25] For a deeper analysis (provided in the overall context of the Czech employment law relationships) focused on this concept itself, in particular on its connection to the organizational function of labour law, as well as its both legal limitations and contractual restrictions see HORECKÝ, J. *Dispoziční pravomoc zaměstnavatele*. Praha: Wolters Kluwer, 2018, pp. 21-34.

of the stated date. Moreover, the obligation in question may be terminated by notice given by whether the employer or the employee in writing, while doing so on any grounds or even without stating the grounds. In such case a fifteen-day notice period has been prescribed, which begins on the day when the notice is delivered to the other contracting party. Within this context, mutual relations to the group of non-standard employment law relationships strongly appear to be obvious. Namely, the indicated notice period has been set out of the very same duration as for the case of termination of an agreement on work performed outside employment law relationship (i.e. agreement either to complete a job, or to perform work).[26] These employment law relationships have been constantly perceived as belonging to the atypical, representing the term assumed to be typically prevailing in the Czech labour law discourse,[27] or else *inter alia* flexible or also precarious ones. The latter for some authors even implicates the prosaic hypothetical construction of *"precariat,"*[28] arising from a recently truly exponential increase of such ways of performing dependent work in the practical application, at the expense of traditional employment law relationships based upon an employment contract.

V. DETERMINATIONS OF A LEGAL DUTY TO SUBSTITUTE AN ABSENT EMPLOYEE

As already anticipated on the pages above, the situation of substituting a non-present co-employee in job-sharing has been selected in order to be put under a closer scrutiny from the comparative perspective. Firstly, so that the aforementioned paragraphs could be followed as well as all the relevant legal requirements, prescribed for job-sharing in accordance with the new amendment to the effective Labour Code, could be also properly concluded, the ongoing attitude of the Czech legislator has been taken into consideration. Subsequently, this approach has been confronted with assumed inspirational sources for the discussed regulation, namely with current views of Slovak and German employment law relationships governing statutes.

The respective legal norm dealing with the event of non-presence of one of the employees in job-sharing at the workplace, be it determined by whatever reason,[29] expressly provides with the possibility of the employer to adapt one's own business on lack of workforce, in this sense more or less unexpected. However, the employer shall request the employee to substitute an absent employee (i.e. a job-sharing co-employee) on the very same shared working position (i.e. the employee in job-sharing), if only the respective employee gave his or her consent thereto. Such consent shall be contained in whether the agreement on job-sharing itself, while all the legal prerequisites have been met, or also expressed *ad*

[26] Closer see especially Section 77(4)(b) LC.

[27] TOMŠEJ, J. On the balance between flexibility and precarity: atypical forms of employment under the laws of the Czech Republic. In: J. Kenner – I. Florczak – M. Otto (eds.). *Precarious Work. The Challenge for Labour Law in Europe*. Cheltenham: Edward Elgar Publishing, 2019, pp. 157–158.

[28] A neologism standing for combination of an adjective *"precarious"* and a correlating noun *"proletariat"*. For more detailed analysis see STANDING, G. *The Precariat. The New Dangerous Class*. London and New York: Bloomsbury Academic, 2011, p. 7.

[29] See Section 317a(4) LC.

hoc. Substance of the latter opens way for the discussed duty to be validly accepted by the employee in question solely for the purposes of each case in particular.

Similarly to the Czech one, the respective provision of the German labour (employment) law[30] clearly presumes, that in case one of employees in job-sharing is unable to work, the remaining employee (or one of the other employees, respectively) shall fill in for him or her, provided that they have consented to do so in the individual case. Moreover, this substitutional duty shall also exist if the employment agreement provides for such on *"urgent operational grounds"* and concurrently, it can be *"reasonably demanded"* in the individual case. Therefore, as far as the exclusion of a general duty to substitute an absent colleague in job-sharing is concerned, the regulation operates identically as the formerly mentioned one within the Czech Labour Code. The personal obligation is here legally more restricted though, namely with presupposing the existence of a consent given in an individual case when some emergent operational reasons occur. Simultaneously, the stated requirement of reasonableness with regards to the particular situation has to be fulfilled.

On the other hand, and from the comparative point of view even more interestingly, the approach preferred by the Slovak legislator obviously appears to be directly opposing those ones introduced right above. The applicable Slovak Labour Code regulation[31] stipulates the overall obligation to substitute an absent employee in job-sharing, whilst subsequently enumerating moments when such general rule shall not be applied. These are in particular to be understood as *"serious reasons"* on the side of a substituting employee to-be. Since the Slovak Labour Code fails to define such reasons, their interpretation has been assumed as mostly *"significant personal, family-related grounds."*[32] Suggested conception arising from an abstract legal regulation undoubtedly seems to be quite reasonable, having left a sufficient space for the judiciary if further possible specifications are deemed as needed.

Moreover, it shall be likewise emphasized here, that the discussed duty of an employee within the Slovak employment law relationships discourse covers in accordance with the used wording solely those events of impediments to work on part of the absenting employee. On the basis of the laid down, there is no need to insist on an individual consent (unlike in both former cases, i.e. in the Czech Republic and in Germany), unless some important grounds occur, which would disable the respective employee to carry out the substitution. As a matter of this fact, employers are obliged to inform the employee without unnecessary delay should the need arise for them to substitute another employee in job-sharing, pursuant to the mentioned provision contained in the Slovak Labour Code.

Furthermore, such construction is also exactly why the described obligatory substitution could simply prove as problematic in the application practice. As some sophisticated

[30] See Section 13(1) of the Act of 21 December 2000 on Part-time and Fixed-term Employment Law Relationships [originally named as *"Gesetz über Teilzeitarbeit und befristete Arbeitsverträge (Teilzeit- und Befristungsgesetz, TzBfG"*], as amended.

[31] See Section 49a(5) LC SR.

[32] BARANCOVÁ, H. In: Helena Barancová et al. *Zákonník práce. Komentár*. Bratislava: C. H. Beck, 2017, p. 490. Quotation translated by the author of this text.

commentators in this context point out, there might occur a significant discrepancy of a duty to substitute with regards to overtime work and its restrictions for employees with reduced working hours.[33] As a result, from this point of view the approach covering legal duty (albeit a conditional, substantially determined by non-existence of any preventing important grounds) to substitute an absent employee in job-sharing seems to be rather contra productive, thus undeniably inefficient as for the practical consequences. It creates an apparent additional administrative burden on the employer to agree on individual conditions in each particular event of a desirable substitution. Such negative impacts on increase in legal uncertainty of both contracting parties of an employment law relationship (or even more of them when it comes to multiplied job-sharing, respectively) naturally lead to considerations about partial uselessness of the regulation as contemporarily laid down.

Fully in accordance with aforementioned paragraphs, while synthetizing the knowledge arising out of the completed legal analysis, it might be therefore possible to express some relevant partial conclusions. Generally speaking, from the perspective affecting major essential questions related to the legal institute of job-sharing, the Czech regulation, tends to correspond with the Slovak conceptual approach. Nonetheless, this correlation cannot be seen as an absolute one, taking into account the significant exception covering the duty to substitute an employee non-present at the workplace of the employer. To put it straightforward, such obligation has not been prescribed in the respective act amending the Labour Code as conditionally *ex lege* (as more specifically discussed above), but rather on the contrary, assumably preferring the German *ad hoc* individual consent requirement.

As a matter of fact, the Czech regulation apparently tends to be more in favour of the employee,[34] and herewith thus significantly accenting the work-life balance role. It provides for no general legal duty resting in substitution of such an employee in job-sharing, being temporarily incapable of performing work as agreed. Instead, the legislator preferred to prioritize the crucial principle for the whole branch of private law (hence, including labour law with its scope on employment law relationships), namely the autonomy of will of contracting parties. Yet on the other hand, one has to be aware of the correlating consequence with considerable practical impacts. Indeed, when the limitations of legal regulation do not provide with a strictly formulated internal boarders defining an operation field of employers, it is far more desirable to insist on a proportionally justifiable and reasonable balance between their legitimate concerns on one side, and the protection of employees acting as a weaker contracting party on the other one. Such goal has constantly been precisely entrusted to the utmost fundamental protective function of labour law.

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[33] TOMAN, J. In: Marek Švec, Jozef Toman et al. *Zákonník práce. Zákon o kolektívnom vyjednávaní. Komentár. Zväzok I. Čl. I až § 176 Zákonníka práce.* Bratislava: Wolters Kluwer, 2019, p. 474.

[34] Compare also ANTLOVÁ, T., BLAŽEK, M., ZAPLETAL, R. Vliv plánovaných novelizací zákoníku práce na pracovněprávní praxi aneb Pár drobností a jeden velký problém pro zaměstnavatele. In: J. Pichrt – K. Koldinská – J. Morávek (eds.). *Obrana pracovního práva. The Defence of Labour Law. Pocta prof. JUDr. Miroslavu Bělinovi, CSc.* Praha: C. H. Beck, 2020, pp. 86–87.

VI. CONCLUSION

The presented text tried to aim at pointing out some major theoretical as well as practical aspects of the mutual co-existence of two legal constructs, whose importance has been recently on an obvious exponential increase. In particular, the concept of work-life balance, arising out of the previously prevailing designation known as reconciliation of differed professional and personal (family) employee's life, emphasizes the current overall tendencies requiring a necessity to distinct in a very proper manner both mentioned spheres, in order to fulfil elementary occupational conditions, which are relevant amid employment law relationships and their administration in the application practice. Significance of this notion itself could be further supported, as indicated hereinabove, by various approaches from whether international or domestic perspectives within different scientific areas.

One of the very key instruments seemingly appropriate for reaching the proportionate balance between conceptually uneven positions of employers and their employees might be assumingly represented by job-sharing. Therethrough, as one of the examples of the legally presumed flexible working arrangements, the autonomy of will of contracting parties of an employment law relationship in question shall be enabled to be fully realized, with relations to fulfilment of all designated objectives. Within this context it appears obvious that core purposes with regards to conclusions jointly adopted on the supranational level are naturally required to be adequately incorporated into respective national regulations. Relevant legal framework from the EU law agenda for the scope of this text encompasses mainly the recent Directive on work-life balance. Having analysed its basic substantial issues, the material rationale is followed by the particular example of job-sharing, with focus on a completely new institute to the labour law in the Czech Republic on the statutory level.

Primarily, the respective part summarizes prescribed legal requirements to be met so that the provision on job-sharing can be effectively applied. Secondarily, one selected aspect therefrom has been analysed, namely occurrence of the situation when one employee shall be obliged to substitute another one, due to his or her absence at the workplace. On the basis of the comparison with related jurisdictions abroad, the general rule laid down in the Czech Labour Code turns out to epitomize a more beneficial approach with regards to the employee than within relevant employment law norms in Germany or in Slovakia. The fundamental difference here rests in a failure to regulate either a general legal duty to substitute (albeit made dependent upon a particular prerequisite) as contained in the latter, or a more restrictive conception of the individually given consent to substitution as enshrined in the former one.