

Part 3 Case Study Incapacity for Work

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Question 1: During the period Michael attempted to resume his own work (from March 1, 2023, to April 26, 2023, and from June 1, 2023, to the end of July 2023), is he entitled to his full salary of €2,400 per month or a portion thereof? And is he also entitled to the €600 per month overtime pay? Who is responsible for payment: his employer or another authority?

- **Austria:** Michael is entitled to continued remuneration from his employer for a statutory period (typically 6 to 12 weeks of full pay depending on service), followed by sickness benefits from the social security authority. Overtime is only included if it was a regular, structural component of his pay.
- **Belgium:** The employer pays a guaranteed salary (100% of base salary) for the first 30 days of illness. Thereafter, Michael receives a sickness benefit from his health insurance fund. Overtime is generally not included unless structurally integrated into his contract.
- **Czech Republic:** For the first 14 days of illness, the employer provides wage compensation (pro rata based on average earnings). From the 15th day, the Social Security Administration pays sickness benefits. Overtime is calculated only if it forms part of the standard reference period earnings.
- **Finland:** During part-time work, Michael is entitled to a portion of his salary (*pro rata temporis*) paid by his employer (Finland EA... p. 9). For long-term incapacity, he may receive a partial sickness allowance from the Social Insurance Institution (Finland EA... p. 9). If the employer pays full-time salary during partial work, the state reimburses the employer; otherwise, it is paid directly to Michael (Finland EA... p. 9).
- **France:** During total absence, Michael is compensated by social security (daily allowances) and sometimes directly by the employer through subrogation (France EAL... p. 18). During part-time work, he is entitled to a salary *pro rata temporis* with additional social security benefits (France EAL... p. 18). He is only entitled to the €600 overtime pay based on actual hours worked (France EAL... p. 18). If the employer fails to arrange a mandatory return-to-work medical exam after 30 days of leave, the contract remains suspended and wage payment obligations do not automatically resume (France EAL... p. 18).
- **Hungary:** For the first 15 working days per year, Michael receives 70% of his salary as "absentee pay" from the employer (Hungary EA... p. 10). Absentee pay includes the base salary and overtime if paid as a lump sum (Hungary EA... p. 10). After 15 days, the state health insurance system pays sick pay (50% or 60% of his reference income)

(Hungary EA... p. 10). During reduced working hours, he receives a *pro rata* proportion of his full salary from the employer (Hungary EA... p. 10).

- **Ireland:** During full-time return, Michael is entitled to his full basic salary from the employer (Ireland EA... p. 7). He only receives overtime pay if he actually works the overtime hours (Ireland EA... p. 7). Standard sick leave is subject to statutory sick pay rules or company discretionary policies (UK EALCJ Q... p. 10).
- **Italy:** This situation is governed by the applicable collective work agreement, which specifies how many days of sick leave must be compensated by the employer (Italy - EA... p. 4). If the illness is recognized as an occupational disease, the public insurance institution against accidents at work pays the benefits (Italy - EA... p. 5).
- **Luxembourg:** Michael is entitled to full maintenance of his salary under the form of a "sickness benefit" paid by the National Health Fund for up to 77 days (Luxemburg ... p. 2). However, non-periodic benefits, bonuses, and overtime are not taken into account for calculation, so he would not be entitled to the €600 overtime pay (Luxemburg ... p. 3).
- **Norway:** Michael is entitled to full pay for the first 16 days from the employer (Norway EAL... p. 9). For the rest of the period, the state pays sickness benefits up to 6 times the National Insurance basic amount (approx. €5,700/month) (Norway EAL... p. 9). Public sector or comprehensive collective agreements often cover the difference to ensure full pay (Norway EAL... p. 9). Overtime pay is excluded from the sick benefit basis (Norway EAL... p. 9). Sickness benefits are paid for up to 12 months (Norway EAL... p. 9).
- **Poland:** Remuneration is determined in accordance with the number of working hours (Polen EALC... p. 7). Consequently, if working hours are reduced, his remuneration is reduced proportionally and paid by the employer (Polen EALC... p. 7).
- **The Netherlands:** The employer is legally required to pay at least 70% of the salary (and often 100% in the first year under collective agreements) during sick leave. For hours actually worked during rehabilitation, the full salary rate applies.
- **United Kingdom:** Michael would be eligible for Statutory Sick Pay (SSP) paid by the employer at a fixed weekly rate (£123.25) (UK EALCJ Q... p. 10). Under statutory law, "no work, no pay" applies, so during a phased return he is paid proportionally for hours worked (UK EALCJ Q... p. 10). Some employers offer contractual company sick pay or allow employees to use accrued holiday to maintain full pay during rehabilitation (UK EALCJ Q... pp. 10-11). Overtime is excluded from standard statutory sick calculations (UK EALCJ Q... p. 10).

Question 2: If Energy Succes does indeed has a vacancy for the position of Inspector, is Energie Succes obliged to offer Michael that position?

- **Austria:** Yes, the employer must look for alternative positions under the duty of reasonable accommodation before considering dismissal.
- **Belgium:** Yes, the employer is legally obligated to explore internal reclassification to a suitable alternative position before initiating any medical termination process.
- **Czech Republic:** There is no direct statutory obligation to create a position, but under disability rules, reasonable adjustments must be explored.
- **Finland:** Yes. According to Section 7(2)(3) of the Employment Contracts Act, before dismissal, the employer must investigate whether dismissal can be avoided by placing the employee in other work (Finland EA... p. 9). This may also be considered a mandatory "reasonable accommodation" under the Non-Discrimination Act (Finland EA... p. 9).
- **France:** Yes. A finding of unfitness for work obliges the employer to seek a suitable alternative position (Articles L.1226-2 and L.1226-10 of the Labor Code) (The Nether... p. 5, France EAL... p. 19). The employer must implement necessary adaptations unless they impose a disproportionate constraint (France EAL... p. 19). The employer must consult the Works Council (CSE) before making the offer (France EAL... p. 19).
- **Hungary:** Under current domestic case law, the employer is generally not obliged to offer another job if the employee is medically unfit for the original contract (Hungary EA... pp. 10-11). However, in line with EU Directive 2000/78/EC and recent Constitutional Court rulings, the employer must consider whether a transition to an open position constitutes a "reasonable accommodation" that does not cause undue hardship (Hungary EA... p. 11).
- **Ireland:** No (Ireland EA... p. 7). The company may dismiss Michael if no reasonable accommodation can be found that allows him to fulfill his original role without creating a disproportionate burden (Ireland EA... p. 8).
- **Italy:** Once the sick leave limit set by the collective agreement is exceeded, the employer can dismiss the employee without being strictly obliged to demonstrate the inability to assign them to a different task (Italy - EA... p. 5).
- **Luxembourg:** Not automatically under general law, but for companies with 25+ workers, there is a strict statutory obligation to internally reclassify workers who have been deemed medically unable to perform their last job by the Social Security Medical Check-up and Joint Reclassification Commission (Luxembourg ... p. 3).

- **Norway:** Yes. The employer's statutory obligation to facilitate return to work is extensive and includes offering another suitable position, provided Michael is qualified and able to perform it (Norway EAL... p. 10).
- **Poland:** No. Under Polish labour law, there are no provisions obliging the employer to offer a different job in this situation; a transition can only occur by mutual agreement (Polen EALC... p. 8).
- **The Netherlands:** Yes. Under the Gatekeeper Improvement Act (*Wet verbetering poortwachter*), the employer has a strict legal obligation to offer suitable alternative work (internal or external) if the employee can no longer perform their original role.
- **United Kingdom:** If Michael is considered disabled under the Equality Act 2010, the employer has a legal duty to make reasonable adjustments (UK EALCJ Q... p. 11). If an open vacancy for Inspector exists and Michael is capable of doing it, offering him that role is highly likely to be deemed a mandatory reasonable adjustment (UK EALCJ Q... p. 11).

Question 3: Suppose that Energy Succes offers Michael the position of Inspector: can Energie Succes reduce Michael's salary to €2,200 gross per month, or is Michael entitled to more (for a certain period)?

- **Austria:** The salary can be adjusted to the new role's standard tariff, provided a new contract or amendment is signed by mutual consent.
- **Belgium:** Salary reduction requires an explicit amendment signed by mutual agreement; the employer cannot unilaterally reduce the wage even if the role is lighter.
- **Czech Republic:** The wage can be reduced to match the new position, subject to a formal written amendment to the employment contract.
- **Finland:** Yes, Michael's salary can be legally reduced to the rate corresponding to the new role (Finland EA... p. 9).
- **France:** The salary is a fundamental element of the contract and cannot be unilaterally reduced without employee consent (France EAL... p. 20). However, if the employee refuses a valid alternative job offer that complies with the physician's recommendations, the employer fulfills their reclassification duty and may proceed to dismissal (Luxemburg ... p. 1, France EAL... p. 20). Reclassification bonuses may be offered depending on corporate policy (France EAL... p. 20).
- **Hungary:** No statutory rule mandates that Michael must retain his earlier salary if transferred (Hungary EA... p. 11). The salary rate for the new position would typically be determined by contract or case law interpretation (Hungary EA... p. 11).

- **Ireland:** If the parties mutually agree to transfer to a different role, Michael will only be entitled to the normal salary that the new role attracts (Ireland EA... p. 7).
- **Italy:** Salary protections and variations are heavily governed by sectoral collective agreements. Unilateral reductions are generally restricted unless tied to specific statutory reclassification and protection frameworks.
- **Luxembourg:** Unilateral reduction represents an essential and prohibited revision of the contract (Luxembourg ... p. 3). However, if the occupational doctor and the Joint Reclassification Commission formally establish a permanent reduction in working capacity, a lower wage matching the reduction can apply (Luxembourg ... p. 3).
- **Norway:** He will normally be offered the standard salary attached to the new position (Norway EAL... p. 10). While fixing it at the old level is common practice during rehabilitation, it is not a strict statutory obligation and depends on corporate remuneration scales (Norway EAL... p. 10).
- **Poland:** The level of remuneration is entirely determined by agreement between the parties to the employment relationship (Polen EALC... p. 8).
- **The Netherlands:** In principle, yes. If an employee is permanently unable to perform their old job and accepts a lighter, lower-paying position, the salary may be adjusted to match the new position.
- **United Kingdom:** Moving to a new role requires mutual consent to vary contractual terms (UK EALCJ Q... p. 11). The employer is entitled to offer the role at the lower salary rate, provided it is made clear (UK EALCJ Q... p. 11). Employers are not legally obliged to maintain the old salary level, though some may implement a phased reduction voluntarily (UK EALCJ Q... p. 11).

Question 4: Is Energy Succes obliged to enable Michael to obtain that certificate and also to pay the costs of the training?

- **Austria:** Yes, if the training is considered a reasonable accommodation to keep the employee within the company without causing undue organizational burden.
- **Belgium:** Yes, standard corporate reclassification pathways require the employer to finance reasonable training to adapt the worker to a new internal role.
- **Czech Republic:** No explicit statutory obligation exists to pay for external certifications, unless agreed upon via collective or individual negotiation.
- **Finland:** This depends entirely on whether enabling the training and bearing the cost can be judicially considered "reasonable" under the circumstances (Finland EA... p. 9).

- **France:** No. According to the Court of Cassation, the employer's reclassification obligation does not require them to provide an employee with completely new initial professional training or basic training for a different profession (Luxemburg ... p. 1, France EAL... pp. 20-21).
- **Hungary:** Current judicial practice does not establish an absolute obligation (Hungary EA... p. 12). However, under EU law interpretation, courts must assess if providing this training represents a reasonable accommodation or imposes a disproportionate burden, factoring in company size, profitability, and actual organizational need for an inspector (Hungary EA... p. 12).
- **Ireland:** If the company explicitly agrees to facilitate the change of role, it is assumed they will cover costs, but it must be contractually agreed in advance between Michael and the company (Ireland EA... p. 7).
- **Italy:** General statutory law does not mandate the payment of external qualification training, though specific corporate or collective bargaining structures may provide for retraining.
- **Luxembourg:** Yes, because the employer is requiring this specific certificate in reference to alleged legal regulations without specifying alternative paths (Luxemburg ... p. 3).
- **Norway:** The facilitation obligation extends to modification of tasks and expenses for training to perform new duties, provided the expenses appear reasonable (Norway EAL... p. 10). State funding options can also be explored (Norway EAL... p. 10).
- **Poland:** No provisions require the employer to cover the costs of training; this is left entirely to individual agreement between the parties (Polen EALC... p. 8).
- **The Netherlands:** Yes. Under Dutch employment law and the principle of being a good employer (*goed werkgeverschap*), an employer must provide reasonable training or schooling to prevent termination if the employee is capable of retraining.
- **United Kingdom:** It depends on whether the training is an essential or desirable requirement (UK EALCJ Q... p. 12). If the training period (3 months) and cost (€4,000) are not excessive, the requirement might be deemed a reasonable adjustment, obliging the employer to provide the opportunity and cover costs (often protected via a clawback agreement if the employee leaves early) (UK EALCJ Q... p. 12).

Question 5: Is it possible for Energy Succes to dismiss Michael in this situation (Michael is unfit for his original position for medical reasons, and there are no alternative positions for him within the company)?

- **Austria:** Yes, dismissal for personal/medical capability reasons is legally permissible once all reasonable accommodation alternatives are exhausted.
- **Belgium:** Yes, medical termination is possible, but only after completing a formal, strictly regulated medical reclassification procedure (*re-integratietraject*).
- **Czech Republic:** Yes, an employer may terminate the relationship if an employee permanently loses their medical capacity to perform their contracted work.
- **Finland:** In principle, dismissal would be legally possible unless it could be considered reasonable for the employer to simply adapt some of his existing job duties (Finland EA... p. 10).
- **France:** Yes, the employer may dismiss Michael if they can formally justify their inability to offer a position compatible with his health, if Michael refuses the proposal, or if the unfitness certificate states that any continuation is detrimental to his health (The Nether... p. 5, France EAL... pp. 19-20).
- **Hungary:** Yes, the employee may be dismissed subject to the standard applicable notice period (Hungary EA... p. 12). Under the Labor Code, a permissible ground for termination is a reason directly related to the employee's health capability (Hungary EA... p. 12).
- **Ireland:** Yes, the company may legally dismiss Michael if no reasonable accommodation can be found that allows him to fulfill the job requirements without imposing a disproportionate burden (Ireland EA... p. 8).
- **Italy:** Yes, dismissal is legally permissible once the maximum sick leave protection period (*periodo di comporta*) established by the collective agreement has been exceeded (Italy - EA... p. 5).
- **Luxembourg:** If the employer employs fewer than 25 workers, dismissal may be possible. However, for employers with 25+ workers bound by the reclassification procedure, a dismissal is null and void, and Michael can demand full court-ordered reinstatement (Luxemburg ... p. 3).
- **Norway:** During the first 12 months of illness, an employee is fully protected against dismissal due to illness under Section 15-8 of the Working Environment Act (Norway EAL... p. 10). After 12 months of continuous illness, the general dismissal rules apply, and permanent medical incapacity can serve as a valid justification (Norway EAL... pp. 10-11).
- **Poland:** Yes, under Polish labour law, dismissal due to permanent medical incapacity to perform the work is legally permissible (Polen EALC... p. 8).
- **The Netherlands:** Dismissal is strictly prohibited during the first two years (104 weeks) of illness. Only after two years of continuous illness and proof that no internal

or external reclassification is possible can the employer obtain a dismissal permit from the UWV.

- **United Kingdom:** Yes, but not as an immediate step (UK EALCJ Q... p. 12). The employer must first obtain clear medical evidence, consult thoroughly with Michael under a formal capability process, and exhaustively review all alternative options before proceeding to dismissal (UK EALCJ Q... p. 12).

Question 6: Can Michael challenge his dismissal in court or for a special tribunal?

- **Austria:** Yes, he can challenge the dismissal before the Labor and Social Court.
- **Belgium:** Yes, he can contest the dismissal before the Labour Court on grounds of discrimination or manifest unfairness.
- **Czech Republic:** Yes, he can file a claim for invalid termination before the ordinary district courts.
- **Finland:** Yes, he can bring the case to a district court (Finland EA... p. 10). If he is a trade union member, his union or Michael himself may bring the matter before the specialized Labour Court (provided the collective agreement covers dismissals) (Finland EA... p. 10).
- **France:** Yes, he can challenge it before the Labor Court (*Conseil de prud'hommes*) at the first instance, or appeal to the Court of Appeal (France EAL... p. 21). The first-level labor court features equal representation of non-professional judges representing both employees and employers (France EAL... p. 21).
- **Hungary:** Yes, the notice of termination can be challenged before the court within 30 days of receipt (Hungary EA... p. 12). Proceedings are conducted before specialized labour law panels within the regional courts (Hungary EA... p. 12).
- **Ireland:** Yes, Michael could file a claim of disability discrimination or unfair dismissal before the Workplace Relations Commission, with a right of appeal to the Labour Court (Ireland EA... p. 8).
- **Italy:** Yes, the employee can challenge the dismissal before the specialized Labor Court (Italy - EA... p. 6).
- **Luxembourg:** Yes, he can file a request before the Chairman of the Labour Court within 15 days of notification to demand the dismissal be declared null and void (Luxembourg ... p. 3). Decisions of the Joint Commission can also be appealed to the Social Security Arbitration Council (Luxembourg ... p. 4).
- **Norway:** Yes, a dismissal dispute may be brought before the ordinary civil courts (Norway EAL... p. 11).

- **Poland:** Yes, he may file a formal claim with the employment tribunal following the termination of his employment contract (Polen EALC... p. 9).
- **The Netherlands:** Yes, he can challenge the dismissal or the UWV permit before the subdistrict court (*kantonrechter*).
- **United Kingdom:** Yes, Michael can challenge his dismissal in the Employment Tribunal (UK EALCJ Q... p. 12). He can bring claims for ordinary unfair dismissal (under the Employment Rights Act 1996) and disability discrimination (under Sections 15 and 21 of the Equality Act 2010) (UK EALCJ Q... pp. 12-13).

Question 7: In this case (questions 5 and 6), is Michael entitled to a (severance) payment? If so, how much, and what is this compensation based on?

- **Austria:** Yes, under the modern "Abfertigung Neu" system, severance is accumulated monthly in a central fund and can be withdrawn upon dismissal.
- **Belgium:** Yes, he is entitled to a standard statutory notice period or a corresponding severance payment calculated based on his length of service and total compensation.
- **Czech Republic:** No statutory severance is required if the unfitness is due to a non-occupational disease, unless stipulated otherwise in a collective agreement.
- **Finland:** Michael is entitled to full pay during his notice period (Finland EA... p. 10). Based on his length of service (over 1 year), he is entitled to a standard notice period (ranging up to 6 months) (Finland EA... p. 10). If the dismissal is judicially found to be unlawful, he would be entitled to compensation corresponding to 3–24 months' salary (Finland EA... p. 10).
- **France:** If the incapacity is of non-occupational origin, he is entitled to statutory severance pay (minimum 1/4 month's salary per year of service for the first 10 years), but no notice indemnity (Luxemburg ... p. 1, France EAL... p. 21). If the incapacity is of occupational origin, he is entitled to a doubled statutory severance payment and full compensation in lieu of notice (France EAL... p. 22).
- **Hungary:** Yes, he is entitled to severance pay because his service exceeds three years (Hungary EA... p. 13). The payment corresponds to one month's absentee pay after 3 years of employment (and increases with seniority) (Hungary EA... p. 13).
- **Ireland:** No, Michael is not entitled to any statutory severance payment upon capability dismissal (Ireland EA... p. 8).
- **Italy:** Yes, in any case of termination, the worker is legally entitled to his accrued statutory severance pay (*Trattamento di Fine Rapporto* - TFR) (Italy - EA... p. 5).

- **Luxembourg:** No, because a dismissal during a mandatory reclassification procedure is null and void; the legal remedy is complete reinstatement and back pay rather than a severance exit package (Luxemburg ... p. 3).
- **Norway:** If the dismissal is legally justified, there is no statutory obligation for the employer to pay severance (Norway EAL... p. 11). If it is found to be unfair, courts can award compensation and order re-entry (Norway EAL... p. 11).
- **Poland:** No, he is not entitled to statutory severance pay under general Polish capability dismissal rules (Polen EALC... p. 9).
- **The Netherlands:** Yes. Michael is entitled to the statutory transition payment (*transitievergoeding*), which is calculated as 1/3 of a monthly salary per full year of service.
- **United Kingdom:** He is entitled to his statutory notice pay (1 week per year of service) and accrued holiday pay, but no statutory redundancy/severance package (UK EALCJ Q... p. 13). If he wins an unfair dismissal claim, he can recover a basic award capped by service/age and a compensatory award for wage loss up to 12 months (UK EALCJ Q... p. 13). If he wins a discrimination claim, compensation for financial loss and injury to feelings (Vento bands ranging up to £62,900) is uncapped (UK EALCJ Q... p. 13).

Question 8: If Michael is dismissed, is he entitled to social security benefits (for example, an unemployment benefit or a disability benefit)? If so, approximately how much do these amount to, and for how long?

- **Austria:** Yes, he can claim unemployment benefits (approx. 55% of net income) or transition into a temporary or permanent invalidity pension.
- **Belgium:** Yes, he is entitled to standard unemployment benefits or a disability allowance from his health insurance fund depending on his degree of permanent incapacity.
- **Czech Republic:** Yes, he is entitled to state unemployment benefits or an invalidity pension depending on the degree of his long-term capability reduction.
- **Finland:** If he was a member of an unemployment fund, he receives an earnings-related allowance (approx. 45–60% of gross salary) for 300–500 days (Finland EA... p. 11). Non-members receive a basic allowance of approx. €800/month, followed by state labour market support (€37.21/day in 2026) (Finland EA... p. 11). Long-term disability grants access to a rehabilitation or disability pension (Finland EA... p. 11).
- **France:** Yes, unemployment benefits are based on his past 24 months of earnings, payable for 18 to 27 months depending on age, with a minimum of €32.13/day and maximum of 75% of his reference wage (France EAL... p. 22). He can also apply for the

Adult Disability Allowance (AAH) up to €1,016.05/month or receive a social security disability pension if his working capacity is reduced by at least two-thirds (France EAL... pp. 22-23).

- **Hungary:** For disability benefits, if health impairment exceeds 40% and capacity is substantially reduced, benefits range from 30% to 70% of his previous average income (Hungary EA... p. 13). Unemployment benefits are payable for a maximum of 90 days at 60% of previous average earnings (capped at the statutory minimum wage) (Hungary EA... p. 13).
- **Ireland:** He must apply to the Department of Social Protection (Ireland EA... p. 8). Disability payments are subject to periodic medical assessment (Ireland EA... p. 8). Unemployment benefits require active job-seeking documentation (Ireland EA... p. 8).
- **Italy:** Yes, the worker can apply for standard monthly state unemployment benefits (*NASpl*) (Italy - EA... p. 5).
- **Luxembourg:** See answers to Questions 5 to 7 (the primary path is reinstatement rather than immediate exit benefits) (Luxemburg ... p. 4).
- **Norway:** If available for work, he can receive unemployment benefits at 63% of his past income (up to €3,535/month) for up to two years (Norway EAL... p. 11). If his working capacity is reduced by more than 50%, he can receive a work assessment allowance (66% of past income) for up to three years, or transition to a permanent disability pension (Norway EAL... p. 11).
- **Poland:** Yes, he is entitled to unemployment benefits (Polen EALC... p. 9). In 2026, it is payable for 6 to 12 months depending on regional unemployment rates, with a gross basic rate ranging from approx. €310 to €464 in the first 3 months (Polen EALC... p. 9).
- **The Netherlands:** Yes, he can claim unemployment benefits (*WW-uitkering*) at 70% of his last earned wage (up to a statutory cap) for a duration based on his employment history. If permanently unfit for work, he enters the WIA disability scheme.
- **United Kingdom:** He may be eligible for Jobseeker's Allowance (JSA) for up to 6 months at £95.55/week if actively seeking work (UK EALCJ Q... p. 14). Alternatively, he may qualify for Universal Credit (means-tested under £16,000 in savings), yielding a base of £338.58/month with additional child/housing allowances up to £1,300+/month (UK EALCJ Q... p. 14). Universal Credit does not mandate job seeking if ill health prevents it (UK EALCJ Q... p. 14).

Question 9: Does it make a difference for all the preceding questions whether Michael became unable to perform his role as an all-round technician due to (i) hereditary back problems or (ii) due to the heavy labor, combined with the fact that Energy Succes had not complied with all safety regulations (for instance, Michael had to lift materials without assistance that were heavier than legally permitted)?

- **Austria:** Yes, an occupational injury or employer negligence triggers separate civil liability for damages, pain, and suffering, and changes social security calculations.
- **Belgium:** Yes, a proven occupational cause changes insurance coverage to the Federal Agency for Occupational Risks (Fedris), offering higher compensation and stricter employer liability.
- **Czech Republic:** Yes, if caused by an occupational disease or safety breach, Michael would be entitled to full statutory severance (12 months' pay) and extensive corporate damages.
- **Finland:** It has no effect on the specific labor law questions above, but if the employer violated occupational safety and health legislation, they become liable for civil damages and can face criminal liability (Finland EA... p. 11).
- **France:** Yes. If the incapacity is linked to working conditions or safety violations, Michael is entitled to special severance pay equal to twice the statutory rate and full compensation in lieu of notice (Luxemburg ... p. 1, France EAL... p. 22). The employer also faces strict civil and criminal liability for negligence (Luxemburg ... p. 1).
- **Hungary:** This does not affect the basic labor capability answers (Hungary EA... p. 14). However, if caused by a work-related safety breach, the employer is fully obliged to pay compensation for non-pecuniary damage, reimburse all medical/aid costs, and compensate for any future loss of income (Hungary EA... p. 14).
- **Ireland:** The cause does not change the employment equality answers, but if the problem stems from employer negligence, Michael can initiate a separate personal injuries lawsuit in civil court (Ireland EA... p. 8).
- **Italy:** Yes. In the event of an illness caused by a violation of safety regulations, the employer commits a criminal offense, becomes liable for direct damages, and must fully reimburse the public insurance institution (Italy - EA... p. 6).
- **Luxembourg:** It does not alter the processing by the Social Security Medical Check-up, but a proven safety violation allows separate civil actions for employer fault.
- **Norway:** Yes, Michael receives significantly higher compensation and ongoing life benefits if the condition is classified as an occupational injury (Norway EAL... p. 12). Mandatory occupational injury insurance triggers a separate lump-sum payment, and employers face liability for safety breaches (Norway EAL... p. 12).

- **Poland:** It does not alter the baseline labor code capability answers, but a proven safety breach enables Michael to bring a separate civil claim for full tort damages, compensation, and an ongoing private pension (Polen EALC... p. 9).
- **The Netherlands:** Yes. While it does not change his protection against dismissal during the first two years, a safety violation allows Michael to hold the employer fully liable for occupational damage (*werkgeversaansprakelijkheid* under Article 7:658 BW) to claim complete compensation for financial and emotional distress.
- **United Kingdom:** The method of development does not change the employment tribunal capability outcomes (UK EALCJ Q... p. 14). However, an explicit health and safety breach gives rise to an independent personal injury and negligence claim in the County Court, which allows for distinct, extensive financial recovery (UK EALCJ Q... p. 14).