

Amendment of the Labour Code in Poland 26 April 2023

On 7 April 2023, changes to remote working came into force, and already on 26 April, another major amendment to the Labour Code regulations comes into force, introducing new rights for employees and new obligations for employers.

What do you need to know and prepare for?

Do employers need to take any action in relation to the planned changes?

Fixed-term contracts - obligation to indicate the reason for termination

Under the new Labour Code provisions, the employer will be obliged to indicate the reason justifying the termination or termination of the contract also in cases of fixed-term contracts. Moreover, according to the new wording of Article 38 § 1 of the Labour Code, in the case of termination of a fixed-term contract, the employer will be obliged to notify in writing the company trade union organisation representing the employee.

It should also be mentioned that in the event of an employee's appeal against the termination of a fixed-term employment contract through the courts, the employee will no longer be able to claim not only compensation but also reinstatement.

Restrictions on the conclusion of probationary contracts

The amendment also introduced new restrictions on the conclusion of employment contracts for a trial period.

Previously, employment contracts for a trial period could not only be concluded for a period longer than 3 months, nor could they be concluded more than once with the same employer (except in cases where the employee would perform different work than under the previous contract for a trial period).

The new regulations introduce additional restrictions in this respect. An employment contract for a trial period will be allowed to be concluded for a period not exceeding:

- **1 month** - in the case of the intention to conclude an employment contract for a fixed period of time shorter than 6 months;
- **2 months** - in the case of the intention to conclude a fixed-term employment contract of at least 6 months and less than 12 months;
- **3 months** - in other cases.

The period for which the parties intend to conclude an employment contract for a fixed period, pursuant to the new Article 29 §1 item 6 subsection b of the Labour Code), **will have to be indicated in the contract for the trial period.**

Extension of the aforementioned deadlines will be possible once (on the basis of a relevant provision in the contract), but **not more than by 1 month** and only if such extension is justified by the type of work.

The parties to the employment contract will, however, be able to decide to extend the contract for the period of holidays, as well as for the period of other excused absence of the employee from work, if such absences occur.

Obligations in relation to employees' requests for better working conditions

According to the new Article 29³ § 1 of the Labour Code, an employee, after having worked for at least 6 months, including under a probationary contract, will have the right to request a form of employment with more predictable or safer working conditions.

Further provisions oblige the employer to respond in writing to such a request within a period not exceeding one month, and presume that the employer should, as far as possible, grant the request.

If the request is not granted, the employer is obliged to inform the employee of the reason for the refusal. A request for a change in working conditions cannot constitute a legitimate reason for termination of the employment contract.

Working for more than one employer

The new Labour Code provisions also regulate the issue of an employee working for more than one employer.

Pursuant to the added Article 26¹ § 1 of the Labour Code, an **employer may not prohibit an employee from simultaneously remaining in an employment relationship with another employer** or from simultaneously remaining in a legal relationship that is the basis for the provision of work other than an employment relationship.

The provision of work for another employer will not be able to constitute a justifiable reason for termination of the employment contract. However, these restrictions do not apply to the extent that the employer enters into a separate non-competition agreement with the employee (which requires written form to be valid).

Additional holidays

Under the amended legislation, employees will gain the right to further leave, from 26 April this year employees will be entitled to:

- **care leave** - 5 days to care for a family member. This will be available to employees who need to provide personal care for serious medical reasons to a family member (son, daughter, father, mother, spouse, spouse) or a person in a joint household. Care leave will count as part of the period of employment, but the employee will not be paid for it.
- **force majeure leave** - 2 days. Employees will be able to use it in the event of an emergency or an immediate need to leave the workplace - for the duration of the leave, employees will be entitled to remuneration of up to 50 per cent of their salary calculated as if it were holiday pay.

Benefits for employee-parents

Under the new legislation, the right to parental leave for the father will not be conditional on the child's mother remaining in employment (insurance) on the date of childbirth.

A non-transferable part of parental leave will also be introduced, amounting to a **maximum of 9 weeks for each parent**.

An employee-parent raising a **child under the age of 8** will be able to apply for flexible working arrangements, which means hybrid or remote working or a reduction in working hours.

The application shall be submitted no less than 21 days before the planned start of the flexible working arrangement

CONTACT

We encourage you to contact our experts if you have any questions about the new regulations and the amendments to the Labour Code.



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