



# Amendment of the Labour Code 26 April 2023 Information on conditions of employment

**In connection with the amendment of the Labour Code and another change that will take effect on 26 April concerning, among other things, terms and conditions of employment, we present below the most important regulations in this respect.**

According to the legal status as of the date of this material, pursuant to 29 of the Labour Code, the employer shall inform the newly hired employee within 7 days of the conclusion of the employment contract about:

- the daily and weekly working time norms applicable to the employee;
- frequency of payment of remuneration for work;
- the amount of holiday leave to which the employee is entitled;
- the length of the notice period applicable to the employee;
- the collective agreement to which the employee is subject;

If the employer is not obliged to establish working regulations (and an employer with at least 50 employees is obliged to do so) then the employer must additionally inform about:

- night time;
- the place, date and time of payment of remuneration the method adopted by the employees to confirm their arrival and presence at work and to justify their absence from work.

## **Amendment - more information**

Pursuant to Article 1(6)(b) of the Act of 9 March amending the Labour Code and certain other acts (hereinafter: the "Act"), the employer is obliged to inform the employee, in paper or electronic form, at least of:

- the daily and weekly working time norms applicable to the employee; the daily and weekly working hours applicable to the employee;
- the breaks to which the employee is entitled;

- the daily and weekly rest to which an employee is entitled;
- the rules on overtime and compensation for overtime; in the case of shift work, the rules on changing from one shift to another;
- in the case of several places of work, the rules on moving between the places of work;
- the components of an employee's remuneration and benefits in cash or in kind other than those agreed upon in the employment contract;
- the amount of paid leave to which the employee is entitled, in particular annual leave, or, if it is not possible to determine the amount of paid leave at the time when the information is given to the employee, the rules for determining and granting it;
- the applicable rules on termination of the employment relationship, including the formal requirements, the length of the notice periods and the time-limit for appealing to an employment tribunal, or, if it is not possible to determine the length of the notice periods at the time at which the information is communicated to the employee, how such notice periods are to be determined;
- the employee's right to training, if provided by the employer, in particular the general principles of the employer's training policy;
- the collective agreement or other collective agreement to which the employee is subject and, where a collective agreement is concluded outside the undertaking by joint bodies or institutions, the name of such bodies or institutions;

- where the employer has not laid down working regulations, the date, place, time and frequency of payment of remuneration for work, night time and the method of confirming the arrival and presence at work by employees and the method of justifying absence from work adopted by the employer

**The time limit for providing this information remains unchanged**, namely, it is **7 days**, but the time limit runs from the day the employee is admitted to work.

The 7-day period will therefore be counted from the first day on which the employee started to provide work, and not, as before, from the date on which the employment contract was concluded.

In addition, within **30 days** from the date of the employee's admission to work, the employer will be obliged to provide the employee with information on the name of the social security institution to which social security contributions related to the employment relationship are paid and information on the social security protection provided by the employer, this does not apply in the case where the employee chooses the social security institution.

In addition, the employer shall inform the employee of:

- the new address of its registered office, or the new address of its residence in the case of an employer who is a natural person without a registered office, within 7 days of the change of address, and
- changes to the terms and conditions of employment set out in the information on the terms and conditions of employment, as well as of the coverage of the employee by a collective agreement or other collective agreement immediately, but no later than the date of application to the employee of the new terms and conditions of employment or coverage by a collective agreement/other

collective agreement (this does not apply if the change in the terms and conditions of employment is due to a change in labour or social security law, and these provisions are indicated in the information provided to the employee).

### **What action should an employer take in relation to the change in the law?**

Every employer should review the content of the information on terms and conditions of employment used in the workplace. Its content should be adapted to the changes.

It is also advisable to prepare a **template of the "supplementary" information on terms and conditions of employment**. Pursuant to Article 22 of the amending Act, in the case of employment contracts in force on the date of entry into force of this Act, the employer, at the request of the employee, is obliged to supplement the information that has not been included in the information on terms and conditions of employment so far, within 3 months from the date of submission of the request.

### **Consequences**

Pursuant to the provisions of the Act, whoever fails to inform an employee on time about the terms and conditions of his/her employment, in gross violation of the provisions of Article 29[3], 3[2] and 3[3] and Article 29[1] § 2 and 4, shall be liable to a fine **from PLN 1,000 to PLN 30,000**.

## **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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