



# Labor legislation and the labor market of Poland

# TYPES OF EMPLOYMENT CONTRACTS

**Employment forms** due to the legal nature of contracts are divided into forms arising from **Labor Code**, and those arising from **Civil Code**.

- **Kodeks pracy** (k.p.), ustawa z dnia 26 June 1974 r. Kodeks pracy (Dz. U. z 2020 r. poz. 1320 oraz z 2021 r. poz. 1162). is the main source of labor law, various types of labor contracts are concluded.
- **Kodeks cywilny** (kc), ustawa z dnia 23 kwietnia 1964 r. Codex cywilny (Dz. U. z 2020 r. poz. 1740 i 2320 oraz z 2021 r. poz. 1509), which regulates civil relations between individuals and legal entities. assignment contract and contract for specific work.



**Employee** -in accordance with Art. 2 of the Labor Code is a person hired on the basis of an employment contract, a contract on appointment, election, appointment or a cooperative labor contract.

**Employee**-only a natural person who has reached the age of 15 and has at least limited legal capacity.

**Employer**-according to Article 3 of the Labor Code, there is an organizational unit, even if it does not have the status of a legal entity, as well as an individual, if they employ employees.

# Employment contract(Umowa about work)



- The employment contract provides the full range of rights provided for by the Labor Code.

Under this type of contract, the employee has the right to:

- on vacation
- maternity leave and recovery.
- during illness, the employee receives compensation paid by the employer or the social insurance institution and can use medical services free of charge.
- In case of an accident, social insurance covers the costs of treatment and rehabilitation, and in case of loss of working capacity, it gives the right to a disability pension. You may be eligible for unemployment benefits after you lose your job.



Depending on the term of the contract and the purpose of its conclusion, three types of employment contracts are distinguished:

- on probation,
- for a certain period (including a replacement contract),
- for an indefinite period.





# Contract for a trial period



- For the purpose of checking the employee's qualifications and the possibility of his employment to perform a specific type of work
- an employment contract is concluded for a trial period of no more than 3 months.

Renegotiation of the employment contract for the trial period with the same employee is possible:

- when employing an employee for another job;
- not less than 3 years from the date of termination or expiration of the previous employment contract, if the employee is hired to perform the same job; in this case, a one-time renegotiation of the contract for a trial period is allowed.

# Contract for a trial period

During the validity of this contract, both the employer and the employee have the opportunity to check each other - the employer regarding the skills and qualifications of the employee and the possibility of hiring him to perform a specific type of work, the employee regarding the working conditions, the field of activity or the prevailing atmosphere.

After the trial period is over, you can **conclude contract**, for example, on **indefinite or indefinite term**.

The employer also has no obligation to enter into any further agreements with the employee, which in this case lead to the termination of the employment relationship.



# Contract for a trial period

During the term of the employment contract with a trial period, the employee has the right to annual leave, sick leave, free rehabilitation, remuneration and warning.

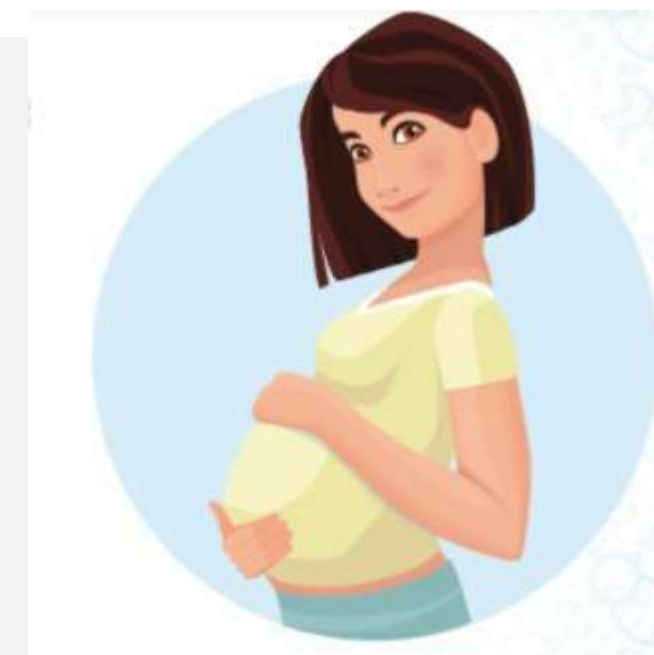
**The notice period for terminating the agreement** when concluding an employment contract with a trial period is:

- 3 working days if the trial period does not exceed 2 weeks;
- 1 week if the trial period is longer than 2 weeks;
- 2 weeks if the trial period is 3 months.

# Contract for a trial period

Labor legislation also provides for the protection of pregnant women in this case.

However, the protection is limited only to the situation when **the employment contract is concluded for a period of more than one month and stops after the third month of pregnancy** (Article 177 § 3 of the Criminal Code). In this situation, the employer **is obliged to extend the contract until the end of the pregnancy with the date of termination on the day of delivery**. A woman retains the right to maternity benefits, without the right to maternity leave.



# Term contract (Umowa for a specified period)

This contract is temporary, so its content should include **the date of its termination is indicated.**

Article 251. § 1 of the Labor Code specifies that the duration of work under a fixed-term employment contract, as well as the total duration of work under fixed-term employment contracts concluded between the same participants in labor relations, **cannot exceed 33 months.** and general **the number of these contracts is not** can exceed **three.** Article 251 § 3 provides that if the period of work under a fixed-term employment contract exceeds the period specified in § 1, or if the number of concluded contracts exceeds the number of contracts specified in this provision, it is considered that the employee, respectively, from the day following the end of the period, specified in § 1, or from the date of conclusion of the fourth fixed-term employment contract, **works under an employment contract for an indefinite period.**

# Term contract (Umowa for a specified period)

The employee has the right to:

- annual leave
- hospital,
- free wellness,
- reward and warning.





# Employment contract for an indefinite period (Umowa o pracę na czas nieokreślony)

This is an open-ended contract that is concluded **without specifying the date of termination of the employment relationship.**

Presupposes and guarantees the existence of a permanent legal relationship between the employer and the employee **employment stability**. This is the most profitable form of employment for the employee, which creates the widest guarantees, primarily regarding the duration of the employment relationship.

**Advantages** open-ended contract consists of *a longer warning period* on termination of the agreement by the employer, *the need to justify the decision* on the termination of employment by the employer, and in some cases, the need to consult the notice of termination with the trade unions active in the workplace.



# An employment contract for an indefinite period (Umowa o prakty na czas nieokreślony)



The employee is provided with all benefits provided for by the Labor Code, namely:

- **insurance**(pension, disability, illness, health condition),
- **reward protection**(it cannot be lower than the minimum and must be paid on time/specified period),
- **protection of working hours, duration of labor relations**(warning period),
- **the right to vacation,**
- **protection of certain groups**(women, youth, disabled),
- **special rights for certain professional groups.**

# Contract of commission for performance of works (Umowa zlecenie)

**Umowa zlecenie**-civil law type of contract regulating the relationship between an employee and his employer.

You can translate the name into Ukrainian as:***contract-order***or***contract of agency***. Such a contract can be concluded for a certain amount of work and/or a time interval.

There is some freedom of action:***the employee can, at the employer must:*** this is how the regulation of the Polish legislation sounds, but the contract provides for situations in which the employee also undertakes to perform specific work. According to the law, it is forbidden to sign such a document if it is about permanent work, but employers often try to circumvent the law, because this type of document is much more profitable for them than the labor one.

# Contract of commission for performance of works (Umowa zlecenie)



## Description of the sphere in which there will be cooperation

Despite the fact that this clause will be in the contract in any case, the goal of the employee is to achieve the most detailed description of all work:

- what volume and in what terms;
- how and with which tools the work will be performed
- what are the obligations of the customer to provide working conditions;
- rights and obligations of the parties in case of breach of contract;
- behavior upon termination of the contract;

# Contract of commission for performance of works (Umowa zlecenie)



Taxation

# Employment contract

!!! When signing an employment contract, pay attention to its form and content.

The employment contract must state:

- 1. **parties to the contract**- the name of the employer and the person who represents him, as well as the name and surname of the employee,
- 2. **type of contract**(for example, term),
- 3. **the date of its conclusion**,
- 4. **type of work**, that is, indicating the employee's profession, position
- 5. **Job**,
- 6. **working hours**(eg ¼ full-time, ½-time, full-time),
- 7. **reward**, indicating the basic salary, as well as allowances and bonuses,
- 8. **date of commencement of work**, and in the case of fixed-term contracts - also the date of its expiration.

According to the Labor Code, each employment contract must be signed by two persons: the employee and a person authorized by the employer.

The employment contract must have a certain organizational and legal form, i.e. -**must be concluded in writing in two identical copies!!!**.

This is the most important duty of the employer, and he cannot fail to fulfill it. One copy of the contract is given to the employee, the second remains at the enterprise and is entered in the employee's personal file. If the contract is concluded orally, the employer is obliged to confirm it **in writing no later than the day the employee starts work.**



# Breaking up employment contract

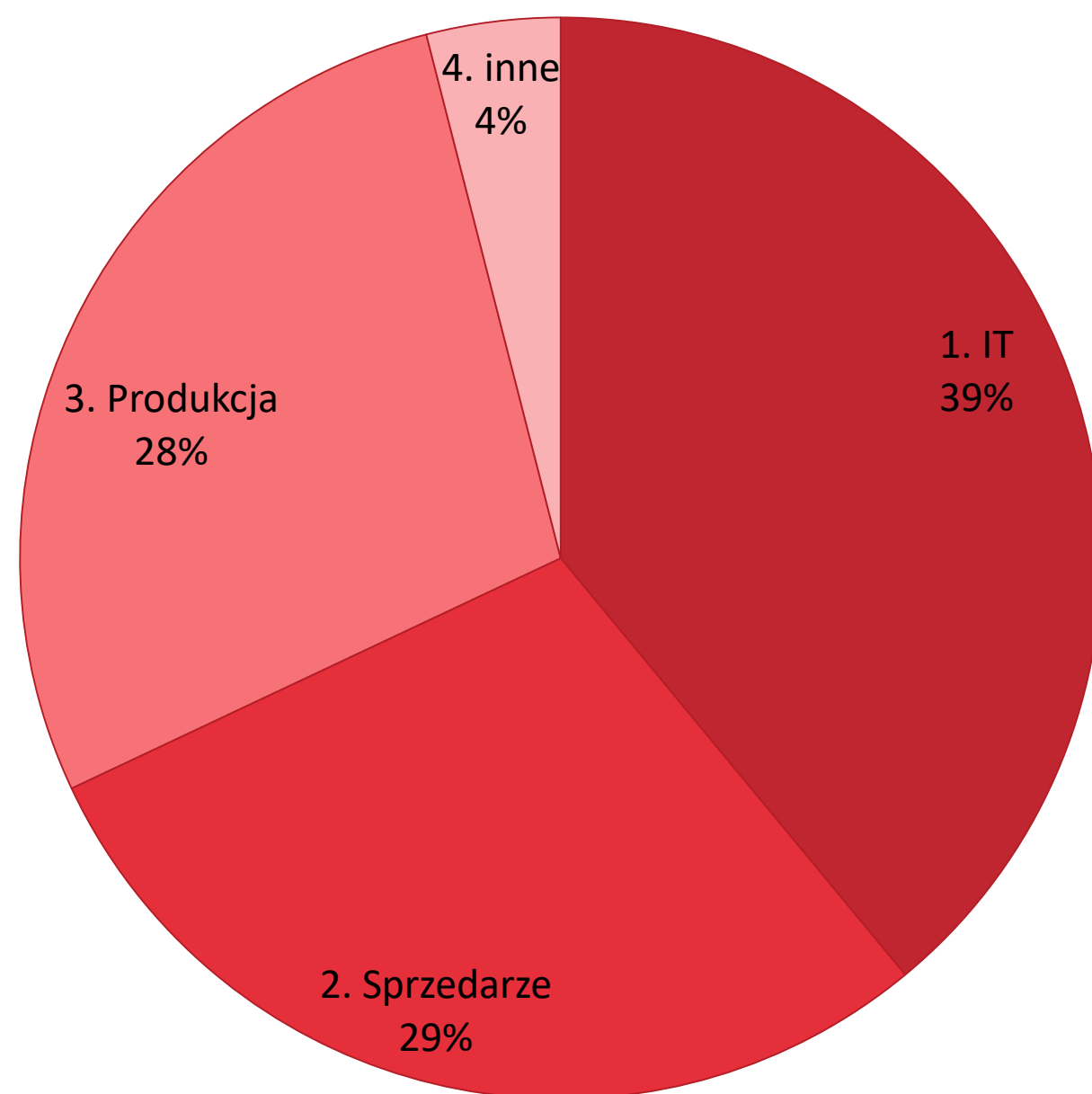
Article 36. § 1 of the Code of Criminal Procedure states that the term of warning about Termination of an employment contract concluded for an indefinite period and an employment contract concluded for a definite period depends on the duration of employment with a given employer and amounts to:

- 2 weeks if the employee has worked for less than 6 months;
- 1 month, if the employee has at least 6 months of work experience:
- 3) 3 months, if the employee has at least 3 years of work experience.

**!!! The agreement on the termination of employment relations by agreement of the parties must be concluded in writing and it must specify the date of termination of employment relations (the date must be exact and clearly established). This way of terminating the employment contract cannot be appealed to the labor court, since it is a bilateral action, and both parties agree to its implementation.**

# STRUCTURE OF THE LABOR MARKET

# Struktura rynku pracy w Polsce 2022r.



Zatrudnienie nowych wołków w II półroczu 2022 r. ma w planach 92% organizacja, przy czym aż 82 % firm spodzieże się uświści w rekrutacji. Kluczowym wyszyniem słowyjącym nowych wołków zdaniem ankietowanych wołków jest wynagrodzenie. Spotyka się to z najczęstszym powodem zwandowanej zmiany pracy przez employees, who most often attribute their motivation to the fact that they have high wages (67% indicated). 49% of respondents declare that they are looking for a new job in the next few

years(<https://www.parp.gov.pl/component/content/article/83069:aktualne-trendy-i-wyniki-badan-polskiego-ryнку-pracy>).

# Rynek pracy w Łodzi

W lutym 2022 r. w Łodzi was operating **99 165** podmiotów gospodarki narodowej (źródło: REGON) w tym:

❑ **23** zatrudniające przynajmniej po **1000 people**

❑ kolejne **87** o kadrze rzędu **250-999 employees**

near **what's ten** among all wszystkich łódzkich gospodarczych units that **zakład przemysłowy**, a **co piety-trading company** lub **point naprawy vehicles**.

There are also jednostki włoście sządzówka in person **profesjonalną, naukową i techniczną, as well as przedsiębiorstwa budowlane**.

# Actual needs of the labor market in Lodz



In 2022, a large deficit was noted **storekeepers** The high demand is caused by the appearance of new warehouses. In particular, there is a shortage of people who have a license to drive forklifts.

## Also in short supply:

- **transport workers** -bus drivers, truck drivers,
- **builders** -masons and plasterers, installers of construction equipment, finishing works workers, builders,
- **workers of industrial enterprises** -electricians, electromechanics and electricians, specialists in electronics, automation and robotics, tailors and garment workers, printing workers,
- **catering workers** -waiters and bartenders, cooks, kitchen assistants,
- **workers in the field of care and medicine** -doctors, nurses and midwives, paramedics, people who care for the elderly or disabled,
- **law enforcement officers,**
- **general education teachers,**
- **database designers and administrators, programmers.**



# Work for Ukrainians

**REGIONAL EMPLOYMENT SERVICE IN Łódź:**

street Milionowa 91, tel. 42 251 66 00,  
street Mr. Jana Kilińskiego 102/102A, tel. 42 251 65 00.

**INFORMATION LINES FROM THE VOIVODIAN EMPLOYMENT  
SERVICE FOR CITIZENS OF UKRAINE:**

Łódź – 42 663 02 73,  
Łódź – filia Skierniewice – 46 833 36 50,  
Łódź – filia Sieradz – 43 822 81 84,  
Łódź – filia Piotrków Trybunalski – 44 649 60 87.





# Thank you!

[lodz.ua@pck.pl](mailto:lodz.ua@pck.pl)

