



Employment Q & A for Poland May 2013

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Q1: Am I allowed to end the contract at any time?

It depends on the type of the contract. There are various possibilities according to whether it is a fixed-term contract or open-ended contract. There are also different rules applicable to probation contracts, temporary contracts and substitute contracts.

During a fixed-term contract there's generally no possibility to end the contract in other way than by the agreement of the parties, unless the parties included a clause which allows the termination during the term of the contract. In such a situation, notice period is two weeks.

In the event of standard termination, an employment contract is terminated only after the notice period ends. The statutory notice period depends on the length of the employee's service with a given employer:

- a. In the case of contracts that are not for a non-fixed term, the notice period is:
 - two weeks, if the employee has been working for the employer for less than six months;
 - one month, if the employee has been working for the employer for more than six months but less than three years;
 - three months, if the employee has been working for the employer for more than three years.
- b. In the case of contracts made for a probation period, the notice period is
 - three business days, if the probation period is up to two weeks;
 - one week, if the probation period is longer than two weeks but shorter than three months; and
 - two weeks, if the trial period is three months.

Termination of the contract without notice is possible only due to disciplinary reasons as well as due to involuntary reasons. (article 52 & 53 of the Labour Code)

Q2: Is anyone to be informed before firing an employee?

If trade unions operate at the employer's company, the employer must consult them about the intended termination of employment with or without notice in the following two cases:

- if the dismissed employee is a member of a trade union; or
- if a trade union agreed to defend a given employee (who is not a union member).

In these cases, the employer must notify the trade union of the intention to terminate the employment contract and must specify the reason for its termination. The trade union may express its opinion on this matter within five days. The opinion is not binding on the employer and even if it is negative, the employer may nonetheless terminate employment. If the above time limit expires and the employer does not receive any opinion, it may proceed to terminate employment.



Q3: Is there a prescribed form for the termination of a labor contract?

Termination of employment with notice or without notice (disciplinary dismissal) is effected by the employer's unilateral declaration of intent aimed at terminating an employee's employment. The employer's declaration should meet the following formal requirements:

- It should be executed in writing.
- It should clearly and precisely specify to the employee the reason, which should be factual and justified, for the employment termination (this does not apply to contracts made for a fixed term).

Q4: Are redundancy payments mandatory?

An employee is entitled to redundancy payment if the contract is terminated for a reason beyond the control of the employee but only when the employer is hiring at least 20 people. Regulations on this matter can be found in so called Redundancies Act.

Q5: How can an employee fight the decision of dismissal?

By taking legal action before the Employment Court.

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