

Milena Kloczkowska



LABOR LAW

handbook



Homo Faber



Project funded through the POP Fund administered by the PCPM Foundation



PCPM

Fundacja Polskie Centrum
Pomocy Międzynarodowej



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Fundusz Polskich Organizacji
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LEGAL EMPLOYMENT



Legal employment – i.e. employment with a legal contract

The person you work for should offer you one of the forms of employment.

The most popular are:

- **Contract of employment** – you are an employee, it is regulated by the Labour Code, it provides paid leaves, a fixed salary and protection in case of redundancy.
- **Contract of mandate** – you are a contractor and not an employee, a flexible form of work.
- Legal employment entitles you to: – minimum pay in the case of an employment contract – in 2025 it is **PLN 4666 per full-time employee gross**
- in case of a contract of mandate as a contractor – the hourly rate per hour performed as part of the mandate in 2025 is 30.50 PLN

TYPES OF EMPLOYMENT CONTRACTS



Contract of employment for a trial period:

- concluded for a maximum of 3 months to check the employee's qualifications
- at the end of the trial period, the employer may offer a contract for a fixed or indefinite term – such a contract can be concluded only once between the same employee and the employer (! exception – work in another position !)

Fixed term employment contract:

- contract concluded for a fixed period of time, with conclusion date.
- maximum duration: 33 months, after which it automatically transforms into a contract of indefinite duration. It can only be concluded 3 times between the same employer and the same employee, the 4th contract becomes an indefinite contract by the law.

Employment contract of indefinite term:

- a contract without a specific conclusion date.
- the most stable and secure form of employment

CIVIL LAW CONTRACTS



Civil law contracts are regulated by the Civil Code, and not the Labour Code. They are more flexible but offer less security. You are not an employee and you do not enjoy such rights. In this case, you are the contractor and the employer is the principal.

Contract of mandate:

- intended for people who perform specific tasks on a repetitive basis
- the employee is entitled to a minimum hourly rate (PLN 30.50 gross in 2025).
- The obligation to pay social insurance contributions (except for students up to the age of 26).

Contract for a specific task:

- concerns the performance of a specific work (agreement of result)
- does not provide health or social insurance.

How do these contracts differ from an employment contract?

- in the case of a contract for specific task, there is no guarantee of a minimum salary.
- no paid leaves, sickness or maternity benefits.
- no working time standards or protection against dismissal.

REMEMBER!

Working without a contract, the so-called 'black economy job', is illegal and carries serious consequences for the employee as well as the employer.

WORK TIME



If you have an employment contract then:

- **Daily working hours:** Maximum of **8 hours per day**.
- **Weekly working time:** A total **maximum of 40 hours per week**, with the possibility of working overtime (with compensation).
- **Balanced system:** In some industries, working time can be up to **12 hours per day**, but the average per week must be 40 hours per accounting period.

Break:

You are entitled to a break of 15 minutes if your working hours are at least 6 hours per day. You must also have **11 hours of uninterrupted rest**.

Overtime:

Work performed in excess of the working time standards applicable to the employee, as well as work performed in excess of the extended daily working hours resulting from the working time system and schedule applicable to the employee, constitutes overtime. Overtime work is permissible in the event of: the need to carry out a rescue operation to protect human life or health, to protect property or the environment or to remove an accident; special needs of the employer.

Overtime is entitled to:

Salary supplement: 50% or 100% of the basic rate (depending on the time and day of work).

HOLIDAYS



Annual leave:

Every employee with an employment contract is entitled to 100% paid annual leave.

Leave entitlement:

- 20 days per year – if your seniority is less than 10 years.
- 26 days per year – if your seniority is at least 10 years (its length of service includes education).
- *If you have your first ever employment contract – you can start taking your leave after your first month of work – then you become entitled to 1/12th of your annual entitlement.

Maternity leave:

- For female employees: You are entitled to 20 weeks paid maternity leave after the birth of your child.
- If you give birth to more children, the length of leave increases accordingly (e.g. 31 weeks for twins).
- You can also transfer part of your leave (up to 6 weeks) to the child's father whether he is working under a contract of employment.

Special leave:

- 2 days – in case of an employee's wedding, the birth of a child or the death of a close relative (e.g. spouse, parent).
- 1 day – in case of the wedding of an employee's child or the death of a sibling.

Leave on request:

- You can take up to 4 days of leave on demand per year. You must declare it at the latest on the leave start date before you start work (this is deducted from the leave pool you have).

SALARY



Your salary should be in accordance with the applicable law and contractual arrangements. If you are in doubt about your pay or deductions, always check documents from your employer. Remember that you are entitled to be paid on time and at the minimum rate guaranteed by law. If the wording of the employment contract does not specify the date of the payment day, according to the law, the salary is payable once a month, in arrears, as soon as it is determined in full, but no later than within the first 10 days of the following calendar month.

Salary deductions

Your gross salary is reduced by mandatory contributions and advances.

Mandatory Social Security contributions:

- Pension contribution: 9.76% gross – provides you with funds for your retirement in the future.
- Pension contribution: 1.5% of gross – funds benefits in case of working disability.
- Sickness contribution: 2.45% gross – allows you to receive your salary while you are ill. (In the case of a contract of mandate, this is a voluntary contribution)
- Health contribution: 9% gross – provides access to healthcare.
- Advance income tax:

The employer pays income tax on your salary to the tax office.

SALARY



How do you check that your salary is calculated correctly?

Your salary should be in line with the contract you signed. Here's what to look out for:

- Check your contract: Make sure it records your salary, hourly or monthly rate and other components (such as bonuses).
- Compare with the transfer: Check that the net amount paid (on hand) agrees with the agreed rate after deducting contributions and taxes.
- Documentation from the employer: Ask for pay slips or other document confirming the gross salary, contributions and deductions.

What should you do if you are paid late or incorrectly?

- First report the problem to your employer.
- If this would not help, you may complain to the State Labour Inspectorate (PIP).

Państwowa Inspekcja Pracy w Lublinie/ State Labour Inspectorate in Lublin

Aleja Józefa Piłsudskiego 13, 20-011 Lublin/13 Józef Piłsudski Ave., Lublin, 20-011

telefon: 81 537 11 31/ Phone number: 81 537 11 31

INSURANCE



Poland has a social and health insurance system, administered by the Social Insurance Institution (ZUS) and the National Health Fund (NFZ).

Health insurance:

Gives you the right to free healthcare in public facilities.

Social insurance:

Gives you support in case of illness, maternity, working disability or retirement.

These insurances are financed by compulsory contributions paid by your employer or, in the case of self-employment, by you.

If you work under a contract of employment or a contract of mandate, your employer is obliged to register you at the Social Security Institution within 7 days of starting work. (in order to pay your contributions)

What does registration with ZUS give you?

- The right to health insurance: You can benefit from public health care (e.g. visits to specialists, hospital treatment),
- the right to receive benefits.
- As an employee and contractor, you can register a family member for health insurance if they are not covered by health insurance for any other reason.

Remember, if your employer has registered you for insurances, you may check by yourself if you have a trusted profile.

BENEFITS



Sickness benefit:

- Receivable if you are unable to work due to illness ('L4').
- Amount: Approximately 80% of your gross salary, from the 34th day of illness paid by the Social Insurance Institution, before that it is paid by your employer; if you are over 50 years of age from the 15th day of illness, it is paid by the Social Insurance Institution.
- You will get 100% benefit if you are unable to work during pregnancy, due to an accident on your way to or from work, while undergoing the necessary medical examinations provided for candidates for cell, tissue and organ donors and if you undergo cell, tissue and organ donation
- If you have an employment contract, you acquire the right to sickness benefit after 30 days; if you have a contract of mandate, you must agree to pay sickness contribution (voluntary contribution) and you acquire the right to benefit after 90 days.

Maternity benefit

- Is granted to mothers who gave birth during the term of their contract of employment or of a contract of mandate

Care allowance

- is paid in connection with the need for personal care of a family member (child, parent)

PROTECTION OF EMPLOYEES



Working in Poland, you have the right to be treated with dignity and to safe and healthy working conditions.

Prohibition of discrimination and mobbing in the workplace

In Poland, labour law provides protection against unequal treatment and abuse.

- **Discrimination:** An employer is forbidden to treat you less favourably because of your gender, age, nationality, religion, sexual orientation, disability or any other characteristic. This includes recruitment, pay, promotions and working conditions.
- **Mobbing:** any harassment or intimidation in the workplace that lowers your dignity or worsens the working atmosphere is prohibited. The employer has a duty to prevent bullying.

***Remember: Even in the course of the recruitment process, an employer may not ask you for your nationality or a certificate of good conduct if this is not required by law relating to the profession and the job in question.**

Safe working conditions (OSH)

Every employer is obliged to provide a safe working environment in accordance with the principles of occupational health and safety (OSH).

PROTECTION OF EMPLOYEES



Employer obligations:

- Health and safety training: You must receive occupational health and safety (OHS) training before you start work. The training's costs and organisation are the employer's responsibility.
- Appropriate equipment and clothing: If your job requires special equipment, such as a helmet, protective gloves or work clothes, your employer must provide you with these.
- Regular inspections and examinations: The employer must monitor working conditions and ensure that employees have regular health checks if required by law (e.g. when working in difficult conditions).

Your rights:

- You can refuse to work if the conditions are dangerous to your life or health, or if it is sub-standard or leads to a breach of the law.
- If your employer is breaking the law – report to the State Labour Inspectorate

How do you report a problem to the PIP (SLI)?

- Form of report: A complaint can be made in writing, orally (at the PIP/SLI headquarters) or online via the PIP website.
- Contact details: Find the relevant PIP/SLI branch for your workplace at: www.pip.gov.pl.
- Anonymity: You can ask to remain anonymous so that the employer does not find out who reported the problem.

TERMINATION OF WORK



Poland has different modes of termination, which depend on the situation and the type of contract.

An employment contract can be terminated in several ways:

By consensual agreement

- The most flexible way of termination, the amicable form
- Both parties (employee and employer) mutually agree on the termination date.

By giving notice of termination

- You can give notice yourself or receive it from the employer.
- The notice of termination must be in writing and with a notice period observation.
- It does not require the consent of the other party.

'Disciplinary' termination

- This is a unilateral procedure used by the employer in case of a breach committed by the employee or a long-term absence (Art. 52 LC, Art. 53 LC); it can also be used by the employee if the employer has committed acts under Art. 55 LC.
- The employee does not receive a notice period.
- If you believe that it has been wrongly applied, you can appeal to the labour court.

TIME LIMIT FOR APPEAL – 21 DAYS!

PERIODS OF NOTICE



The notice period depends on the type of employment contract and your length of service with the employer.

Fixed-term and indefinite term contracts:

- **2 weeks** – if you have been working for less than 6 months.
- **1 month** – if you have been working for at least 6 months.
- **3 months** – if you have been working for at least 3 years.

Trial period contract:

- **3 working days** – if the trial period is up to 2 weeks.
- **1 week** – if the trial period is more than 2 weeks but less than 3 months.
- **2 weeks** – if the trial period is 3 months.

Remember! the notice period counted in weeks always ends on Saturday; while that counted in months always ends on the last day of the month.

Example: The employer terminates the contract on 20 May. The notice period is 1 month. The notice period expires on 30 June.

EMPLOYMENT CERTIFICATE



What is an employment certificate?

- It is a document that the employer must issue at the end of each employment contract.
- It contains information about the period of employment, the type of contract, the position and other important matters (e.g. taken leaves, number of sick days).

Why is it important?

- For a new employer: May require an employment certificate as proof of your work experience.
- For public institutions: You may need it, for example, when applying for benefits at the employment office.

How do you obtain it?

- The employer must issue an employment certificate at the latest on the date of termination of employment, within seven days of the date of termination or expiry of the previous employment relationship. If, for objective reasons, it is not possible to issue the certificate of employment to the employee or to a person authorised by him within this period, the employer shall, within 7 days of the expiry of this period, send the certificate of employment to the employee or to that person by mail
- If you do not receive it, you can ask your employer or report the problem to the State Labour Inspectorate (PIP).

USEFUL INFORMATION



Civil law contracts give you much less stability. You have no holiday entitlement, your working hours are not regulated and you are not protected by a notice period.

In case of problems and violations, you can always report them to the: Państwowa Inspekcja Pracy w Lublinie/ State Labour Inspectorate in Lublin

Aleja Józefa Piłsudskiego 13, 20-011 Lublin/13 Józef Piłsudski Ave., Lublin, 20-011

telefon: 81 537 11 31/ Phone number: 81 537 11 31

LEGAL SUPPORT AND ADVICE:

- **BAOBAB**
Krakowskie Przedmieście 39b, 20-002 Lublin
696 800 262
baobab@hf.org.pl
- **STOWARZYSZENIE HOMO FABER**
HOMO FABER ASSOCIATION
602 430 868,
info@hf.org.pl

