

Labor Regulations and Standards - Poland

Working Hours, Leave Policies, and Contract Termination

This document provides a detailed overview of the core labor regulations in Poland, as stipulated by the **Polish Labour Code (Act of 26 June 1974, as amended)**. It covers standards for working hours, various types of leave, and the legal framework for contract termination. The information herein is intended for informational purposes and is based on the prevailing legislative environment.

Working Hours

The regulation of working hours in Poland is designed to ensure employee well-being while providing flexibility for employers through various scheduling systems. The primary regulatory body overseeing these standards is the **National Labour Inspectorate (Państwowa Inspekcja Pracy - PIP)**.

Maximum Weekly Hours

The standard working time in Poland is **8 hours per day** and an average of **40 hours per week**, calculated over a reference period. This standard applies to a five-day working week.

- **Reference Period:** The standard reference period for calculating average weekly hours is typically up to **4 months**. This period can be extended to 12 months under certain conditions specified in collective bargaining agreements, particularly for industries with seasonal or cyclical work patterns.

- • **Flexible Schedules:** The Labour Code permits various working time systems, such as the "equivalent working time system," where daily hours can be extended to 12 (or even 16-24 in specific cases like security), provided the 40-hour weekly average is maintained over the reference period.

Overtime

Overtime work is permissible only in cases of special company needs or for rescue operations to protect human life, health, or property.

- • **Limits:** An employee may not work more than **150 overtime hours** in a calendar year. This limit can be modified through a collective labor agreement or internal work regulations, but the total weekly working time, including overtime, must not exceed an average of **48 hours** within the accepted reference period.
- • **Compensation:** For overtime work, employees are entitled to either time off in lieu or additional remuneration.
 - ◦ **50% premium:** For overtime on regular working days (weekdays).
 - ◦ **100% premium:** For overtime at night, on Sundays, or on public holidays that are not regular working days for the employee.

Night Work and Weekends

- • **Night Work:** Any 8-hour period between **9:00 PM and 7:00 AM** is considered night work. Employees performing night work are entitled to a wage supplement for each hour, typically calculated as 20% of the minimum hourly wage.
- • **Weekend Work:** Work on Sundays and public holidays is generally prohibited, with exceptions for specific sectors like transportation, hospitality, healthcare, and continuous-process industries. An employee who works on a Sunday or public holiday must be granted a substitute day off. Financial compensation is provided only if granting a day off is impossible.

Probation Period

A probationary period allows both the employer and the employee to assess the

suitability of the employment relationship. An employment contract for a probationary period must be a separate, initial contract.

Maximum Legal Duration

The maximum duration of a probationary contract is directly linked to the intended length of the subsequent fixed-term contract:

- • **1 month:** When the employer intends to conclude a fixed-term contract of less than 6 months.
- • **2 months:** When the employer intends to conclude a fixed-term contract of at least 6 months but less than 12 months.
- • **3 months:** For all other cases, including the intention to conclude an indefinite-term contract or a fixed-term contract of 12 months or more.

Conditions and Rights During the Period

During the probation period, the employee has the same fundamental rights and obligations as any other employee. This includes the right to remuneration, safe working conditions, and annual leave, which accrues proportionally to the duration of the employment.

Termination During Probation Period

Either party may terminate a probationary contract by providing statutory notice. The notice periods are significantly shorter than for other contract types:

- • **3 working days:** If the probationary period does not exceed 2 weeks.
- • **1 week:** If the probationary period is longer than 2 weeks but less than 3 months.
- • **2 weeks:** If the probationary period is 3 months.

Annual Leave

Employees in Poland are entitled to an uninterrupted, paid annual leave. The entitlement is determined by the employee's total employment history, which includes periods of education.

Minimum Mandatory Days

The amount of annual leave is based on the total "seniority" of the employee, which includes all previous employment periods and specific periods of education (e.g., graduating from a university adds 8 years to the seniority calculation).

- **20 days:** For employees with a total seniority of **less than 10 years.**
- **26 days:** For employees with a total seniority of **10 years or more.**

For a new employee in their first job, leave accrues at a rate of 1/12 of their annual entitlement for each month worked.

Accumulation and Usage

Leave is granted for the calendar year. Unused leave from one year must be used by **September 30th** of the following year. The employer is responsible for ensuring the employee takes their leave. An employee has the right to request **4 days of "leave on demand"** from their annual entitlement per year, which can be taken with short notice.

Financial Compensation

Payment in lieu of unused annual leave (**ekwiwalent za urlop**) is only permitted upon the **termination or expiration of the employment contract**. It is illegal for an employer to pay an employee for unused holidays during the course of employment.

National Public Holidays

Employees are generally entitled to a day off on public holidays. There are **13 officially recognized public holidays** in Poland.

List of Official Holidays

1	1	New Year's Day (January 1)
2	2	Epiphany (January 6)
3	3	Easter Sunday (floating date)
4	4	Easter Monday (floating date)
5	5	Labour Day (May 1)
6	6	Constitution Day (May 3)
7	7	Pentecost Sunday (floating date)
8	8	Corpus Christi (floating date)
9	9	Assumption of the Blessed Virgin Mary (August 15)
10	10	All Saints' Day (November 1)
11	11	National Independence Day (November 11)
12	12	Christmas Day (December 25)
13	13	Second Day of Christmas (December 26)

Compensation for Working on Holidays

If an employee is required to work on a public holiday, the employer must grant them **another day off** within the reference period. If providing a day off is not possible, the employee is entitled to **100% premium pay** for each hour worked, in addition to their regular salary.

Special Leave

In addition to annual leave, employees are entitled to time off for specific life events and health reasons, as regulated by the Labour Code.

Sick Leave

An employee is entitled to paid leave in case of illness, confirmed by a medical certificate (**ZUS ZLA**).

- **Employer's Responsibility:** The employer pays sickness benefit for the first **33 days** of illness in a calendar year (or 14 days for employees over 50). This is typically paid at **80%** of the employee's regular salary.
- **Social Security (ZUS) Responsibility:** From the 34th day of illness, the sickness benefit is paid by the Social Insurance Institution (ZUS).
- The benefit is **100%** of the salary for absences due to a work-related accident, illness during pregnancy, or organ donation.

Maternity/Paternity Leave

- **Maternity Leave:** An employee is entitled to **20 weeks** of leave for the birth of one child.
- **Paternity Leave:** A father is entitled to **2 weeks** of leave, which can be used at any time until the child reaches 12 months of age. This is independent of the mother's leave.
- **Parental Leave:** After maternity leave, parents are entitled to a combined total of up to **41 weeks** of parental leave (43 for multiple births), which can be shared between them.

Bereavement Leave

Employees are entitled to paid time off for specific family events:

- **2 days:** For the death and funeral of a spouse, child, parent, or stepparent.
- **1 day:** For the death and funeral of a sibling, grandparent,

father-in-law, or mother-in-law.

- • **2 days:** For the employee's own wedding.
- • **1 day:** For the wedding of the employee's child.

Contract Termination

The termination of an employment contract is strictly regulated to protect employees from arbitrary dismissal. The process depends on the type of contract and the reason for termination.

Justified Causes

An employer must have a valid and concrete reason to terminate an indefinite-term contract.

- • **Termination with Notice:** Reasons can be related to the employee (e.g., poor performance, non-compliance with duties) or the employer (e.g., restructuring, redundancy, economic reasons). The reason must be stated in writing in the termination notice.
- • **Termination without Notice (Disciplinary Dismissal):** This is reserved for severe cases, such as:
 - ○ A serious breach of fundamental employee duties.
 - ○ Committing a crime that makes further employment impossible.
 - ○ Losing a required license or qualification through the employee's fault.

Notice Periods

The statutory notice period for terminating an indefinite-term or fixed-term contract depends on the employee's tenure with the employer:

- • **2 weeks:** If employed for less than 6 months.
- • **1 month:** If employed for at least 6 months but less than 3 years.

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- **3 months:** If employed for 3 years or more.

Severance Pay

Severance pay is mandatory only when an employee is dismissed for reasons not attributable to them (e.g., redundancy), provided the employer has **20 or more employees**. The amount depends on the employee's tenure with that specific employer:

- - **1 month's salary:** For employees with less than 2 years of service.
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 - **2 months' salary:** For employees with 2 to 8 years of service.
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 - **3 months' salary:** For employees with over 8 years of service.
- The severance payment is capped at 15 times the national minimum wage.

Benefits Settlement

Upon termination, the employer must settle all outstanding payments on or before the employee's last day of work. This includes the final salary, payment for any accrued and unused annual leave, and any other due benefits. The employer is also legally obligated to provide the employee with a **Certificate of Employment (Świadectwo Pracy)**.

Legal Notice: This document contains synthetic information generated for technical demonstration purposes. It does not constitute legal advice. For official information, please consult the labor authorities of Poland.