

Changes to fixed-term contracts from August 2022.

Employers have to prepare for very significant changes in terms of fixed-term employment contracts: fixed-term contracts and contracts for a trial period. The most important change is the obligation to provide a reason justifying the termination of a fixed-term contract and consult such termination with the trade union organization. Until now, these obligations were reserved for open-ended contracts.

The amendments to the regulations provide that the employer's statement on the termination of a fixed-term employment contract or on the termination of an employment contract without notice should indicate the reason justifying the termination or termination of the contract. Additionally, the employer shall notify the employee's trade union representing the employee of the intention to terminate a fixed-term employment contract in writing, stating the reason justifying the termination of the contract. An employee employed under a fixed-term contract may also be reinstated to work. Only exceptionally, if the deadline for which the fixed-term contract was supposed to last has expired before the judgment is issued, or if reinstatement would not be advisable due to the short period remaining until the expiry of that period, the employee is entitled to compensation only.

The rules for concluding contracts for a trial period will also be complicated. And so, as a rule, the contract for a trial period will be concluded for a period of 3 months.

A novelty is the possibility of agreeing in the employment contract that the employment contract for a trial period is extended by the duration of the leave, as well as by the time of other justified absence of the employee at work, if such absences occur. Another novelty is the stipulation that the employment contract for a trial period is concluded for a period not exceeding:

- 1) 1 month – in the event of the intention of concluding a fixed-term contract for a period not shorter than 6 months;

2) 2 months – in the event of the intention of concluding a fixed-term contract for at least 6 months and shorter than 12 months.

The parties will be able to extend the employment contract for a trial period once by the above-mentioned periods, however, not more than by 1 month, if this is justified by the type of work. Notwithstanding the foregoing, it has been assumed that the re-conclusion of an employment contract for a trial period with the same employee will only be possible **if the employee is to be employed to perform a different type of work**. Therefore, it will not be possible to re-enter a contract for a trial period even after a long period of time, as was the case until now.

The content of the employment contract for a trial period will additionally include its duration or the date of its termination and, if the parties so agree, a provision to extend the contract for the duration of the leave, as well as for the duration of other justified absence of the employee at work, if such absences occur, the period, for which the parties intend to conclude a fixed-term employment contract in the case of /or a decision to extend the contract if it is justified by the type of work.

The legal status of an employee employed under a contract for a trial period will also be strengthened. An employee who believes **that the employment contract for a trial period has been terminated with him** or an action having an equivalent effect to the termination of the employment contract has been taken due to the simultaneous employment relationship with another employer or the simultaneous remaining in a legal relationship other than the employment relationship or seeking granting information or exercising the right to qualify training time as working time, may, within 7 days from the date of submitting the employer's declaration of intent on termination of the employment contract or application of an action having an equivalent effect to the termination of the employment contract, **submit an application to the employer in a paper form or electronic, to indicate the reason justifying this solution or the application of an action**. In such a situation, the employer responds to the employee's request to indicate the reason justifying the termination of the employment contract or the application of an action having an equivalent effect to the termination of the employment contract in paper or electronic form, within 7 days from the date of

submission of the application by the employee. In the indicated cases, the employer proves that when terminating the employment contract or applying an action having an effect equivalent to the termination of the employment contract, he was guided by reasons other than those indicated above (e.g. skills, competences, work reorganization).