

Mandatory elements of an employment contract

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□ Introduction

The employment contract is the basic document governing the employment relationship between the employee and the employer. According to **Article 29 § 1 of the Labor Code**, the employment contract must contain specific, mandatory elements. The absence of any of them may result in the invalidity of the provisions or problems during inspections by the Labor Inspectorate or Social Insurance Institution.

□ 1 Parties to the contract

- **Employer's details** – full company name, NIP/REGON, registered office address.
- **Employee's details** – first name and surname, PESEL or other identifier, place of residence address.

□ 2 Type of employment contract

- Trial period contract
- Fixed-term contract
- Indefinite contract

⚠ As of 2023, strict rules apply regarding the form of trial period contracts – it is necessary to indicate the **planned next type of contract and its duration**, which may affect the length of the trial period.

□ 3 Date of contract conclusion

This is the moment when the parties sign the document. It may differ from the start date of work – but it must be indicated.

4Start date of work

- This can be the date of the contract conclusion or a later date.
- If not explicitly stated, it is assumed to be the day of contract conclusion.

5Place of work

- Specific location (company address, branch, location).
- It can also be a general formulation (“throughout Poland”, “remote work”, etc.) – but it must be clearly indicated.

6Job type

- Job title or description of duties (e.g., “accountant”, “PHP developer”).
- It must be precise enough to determine the scope of tasks and responsibilities.

7Working hours

- Full-time (1/1) or part-time (e.g., 1/2, 3/4).
- This affects the amount of salary and vacation.

8Salary for work

- Indication of the salary basis (monthly rate, hourly rate, piece rate, etc.).
- It must take into account at least the **minimum wage for work**.

- Salary components must be separated if they are different (e.g., bonus, seniority allowance).

□ Indication of additional salary components (if applicable)

- Bonuses, allowances (night, for overtime, functional),
- Flat rates for night work or standby duties.

□ 10 Additional information - employer's information obligations

According to **Article 29 § 3 and 3(1) of the Labor Code**, no later than **on the first day of work**, the employer must provide the employee in writing information about, among others:

- working hour standards,
- breaks at work,
- rules regarding overtime and compensation,
- the procedure for terminating the contract,
- training policy,
- name of the insurance institution (ZUS),
- rules for changing the place of work (if applicable).

This information can be provided in a separate document (e.g., "Information for the employee") or as part of the contract.

□ Mention of regulations (optional but practical)

If there is a **work regulation** or **collective labor agreement** in the company, it is worth indicating this in the contract. The employee should be familiarized with them

before starting work.

□ **Sample introductory provision of the contract**

The employment contract concluded on May 10, 2025, in Warsaw, between:

1. Company X Sp. z o.o., located at 1 Example Street, 00-000 Warsaw,
NIP: 111-222-33-44, represented by... (hereinafter referred to as the
"Employer"),

2. Jan Kowalski, PESEL 12345678901, residing at 2/3 Employee Street,
00-000 Warsaw (hereinafter referred to as the "Employee"),

concludes an employment contract for an indefinite period, for the position:
HR Specialist, with full-time employment, with a salary of 6,200 PLN gross
monthly.

□ **Legal basis:**

- **Labor Code**, Art. 22, Art. 29, Art. 94 point 9b
- Amendment to the Labor Code of April 26, 2023 (EU Directive 2019/1152)