

# Termination of the employment contract - deadlines and reasons

Igor Kyrzewski · 24.05.2025 · Kadry i Płace – JDG, Kadry i Płace – Spółki

---

## □□ Introduction

**Termination of an employment contract** is a unilateral declaration of intent by an employee or employer to end the employment relationship **with notice period**. The Labor Code regulates the length of notice periods and the obligation to provide a reason in detail – depending on the type of contract and the party terminating it.

## □□ 1. Legal basis

- **Labor Code – art. 30 § 1 points 2 and 4,**
- **Articles 32-36** – termination of the contract,
- **Articles 52-53** – termination without notice (disciplinary and others).

## □□ 2. Who can terminate the contract?

- **Employee** – without the need to provide a reason (at will),
- **Employer** – must adhere to specific regulations and in the case of an indefinite contract – **must provide a reason for termination**.

## □□ 3. Obligation to justify termination

Fixed-term contract - □ No

Indefinite contract - □ Yes – specific and actual (the employee does not need to provide a reason)

☐ Lack of justification for termination by the employer (for an indefinite contract) may be grounds for **claims in labor court**.

#### ☐ **4. Notice periods - how long do they last?**

According to **art. 36 of the Labor Code**, the notice period depends on **the length of employment with a given employer**:

- Less than 6 months - 2 weeks
- From 6 months to 3 years - 1 month
- More than 3 years - 3 months

☐ Applies to **fixed-term and indefinite contracts**.

#### ☐ **5. Notice period for probationary contracts**

- Up to 2 weeks - 3 business days
- Over 2 weeks, up to 3 months - 1 week
- 3 months - 2 weeks

#### ☐ **6. Examples of acceptable reasons for termination by the employer (indefinite contract)**

☐ Example reasons that have been deemed justified by courts:

- repeated lateness or absences,
- lack of competence, low quality of work,
- loss of trust (e.g., breach of confidentiality),
- elimination of a position or reduction in employment,
- refusal to carry out job orders,
- loss of necessary qualifications for work (e.g., driver's license, license).

**The reason must be true, specific, and documented.** Vague statements may be considered insufficient by the court.

## **7. Form and procedure for termination**

- **Written form** – mandatory on the employer's side (art. 30 § 3 of the Labor Code),
- The termination must include:
  - identification of the contract and the date it was concluded,
  - notice period,
  - reason (if required),
  - a warning about the right to appeal to the court (if from the employer).

## **8. Employer's obligations during the notice period**

- The employee has the right to **vacation**,
- They can be released from the obligation to work (with the right to remuneration),
- A **work certificate must be issued on the day the employment relationship ends**.

## **9. Withdrawal of termination**

☐ Possible **only with the consent of the other party** (even if the termination has not yet been finalized).

## **10. Appeal to labor court**

- The employee can file a lawsuit in labor court if they consider the termination to be:

- unlawful (e.g., lack of justification),
- discriminatory,
- in violation of specific regulations (e.g., protection against dismissal due to approaching retirement).

📅 **Deadline 21 days from the delivery of the termination.**

## 📋 Legal basis

- **Labor Code:** art. 30, 32-36, 41, 45
- **Supreme Court jurisprudence:** including the ruling of 5.02.2020, I PK 243/18 – concerning the obligation of specific justification
- **Trade Union Act** – for employees covered by union protection

## 📌 Summary

- Who can terminate - Employee and employer
- Form - Written (for the employer – mandatory)
- Notice period - 2 weeks – 3 months (depending on length of service)
- Reason - Required only for indefinite contracts from the employer
- Right to benefit - Entitled
- Right to labor court - Yes – 21 days from delivery of the termination