

Termination of the employment contract - deadlines and reasons

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□ 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