

PCS GOOD MORNING HR | 40/26

Dear Readers, as usual, we come to you with a selection of the most interesting HR news and topical issues of the past week.

PIP WILL INCREASE CONTRACT INSPECTIONS

Starting January 1, 2027, the National Labor Inspectorate (PIP) plans to carry out more targeted inspections of civil-law and B2B contracts. PIP will use, among other things, data exchanged with the National Revenue Administration and the Social Insurance Institution (ZUS) to assess the risk of irregularities. Since the new powers took effect on July 8, 2026, PIP has received 1,164 complaints about the improper use of civil-law contracts as of September 18, 2026. Inspectors have ordered 355 contracts to be converted into employment contracts, and 287 of these orders have already been implemented. For employers, this means reviewing their contracts before January 1, 2027, particularly to make sure that the terms of the contracts reflect how the work is actually performed.

COURT: FREQUENT ABSENCES CAUSING DISRUPTIONS MAY JUSTIFY TERMINATION

An employer terminated an employee's employment due to frequent and unpredictable absences. The employee challenged the termination in court. The first-instance court sided with the employer, and the appellate court upheld its decision. The appellate court noted that maintaining an employment relationship is inconsistent with its purpose when an employee is unable to perform the duties they have undertaken. The reason for termination does not need to be particularly serious or exceptional because termination is a standard way of ending an indefinite-term employment relationship. The need to arrange coverage for an absent employee is objectively disadvantageous to the employer and may justify termination. Ruling of the District Court Warsaw-Praga of August 12, 2026. Case no VII Pa 193/25.

GIP CONFIRMS THAT DOCTORS CAN WORK UNDER CIVIL-LAW CONTRACTS

In its 18th individual interpretation, the National Labor Inspectorate confirmed that doctors may provide medical services under civil-law contracts (B2B) and that an employment contract is not always required. Whether a doctor should be employed depends not on their profession, but on how they actually perform their work, particularly whether they are subject to the employer's direction and control. The National Labor Inspectorate also noted that using a clinic's infrastructure, including its facilities, equipment, and support staff, does not by itself establish an employment relationship. The key factor is whether the doctor is subject to employee subordination. Link: *here*.

SUPREME COURT: THE 30-DAY PERIOD DOES NOT RULE OUT TERMINATION FOR ONGOING MISCONDUCT

The Supreme Court confirmed that, when an employee continuously breaches their duties in the same manner, subsequent incidents may affect the one-month time limit under Article 52(2) of the Labor Code. This means that an employer does not automatically lose the right to terminate an employment contract simply because one month has passed since the first day of an unjustified absence, as long as the breach continues. At the same time, this does not mean that an employer should wait. If the employee's conduct already provides grounds for disciplinary termination, the employer may end the employment relationship sooner. Ruling of the Supreme Court of January15, 2026. Case no I PSK 10/26.

MRPIPS WILL HELP COMPANIES AVOID LAYOFFS

The Labor Market Council has adopted two resolutions recommending changes aimed at strengthening labor market protections. Trade unions and employer organizations recognize the need for long-term measures to help stabilize the market. The proposed measures are intended, on the one hand, to protect jobs during temporary periods of crisis and, on the other, to give employees faster access to benefits they are owed if their employer becomes insolvent. The proposals have received support from both employer organizations and trade unions and are expected to provide a basis for further legislative work. Link: *here*.

Please do not hesitate to contact us: Karolina Kanclerz, attorney-at-law, partner, **Sławomir Paruch**, attorney-at-law, partner, and **Oskar Kwiatkowski**, attorney-at-law, senior lawyer.

UPCOMING EVENTS

- **Modern Employer: B2B under scrutiny. Key insights from the Chief Labor Inspectorate's initial interpretations and audits** – October, 6, 2026, 11:00 – 11:45, online. Register: *here*.
- **Employers and Employees in Court: How workplace bullying and discrimination cases have changed after legislative updates** – October, 7, 2026, 11:00 – 11:45, online. Register: *here*.
- **Webinar: Work schedule planning. Is an extended settlement period enough?** – October 8, 2026, 11:00 – 11:45, online. Register: *here*.
- **HR Lab Kraków: Changes in HR & litigation and difficult employee cases** – October 13, 2026, 11:00 – 14:00, in person, Kraków. Register: *here*.
- **Workshop: Trade union relations. Managing dynamics and costs** – October 14, 2026, 11:00 – 11:45, online. Register: *here*.
- **PCS HR Point: Aligning your anti-harassment policy with new legal standards** – October 15, 2026, 11:00 – 11:30, online. Register: *here*.

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