

HR IN THE KNOW 4/2026

Reclassification of civil law contracts in a new form - amended draft bill on extending the powers of the State Labour Inspection



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On 28 January 2026, a new, amended version of the draft act amending the State Labour Inspection (PIP) Act and certain other acts was published. Among other things, it provides for the extension of the powers of PIP to issue administrative decisions on the conversion of civil law contracts into employment contracts. This time, the changes in the draft are fundamental and reflect the latest compromise within the government. We have already reported on subsequent versions of the draft in HR in the Know No. [4/2025](#), [7/2025](#) and [1/2026](#).

We consistently recommend starting preparations for possible changes now. Entities using civil law contracts (such as contracts for the provision of services – B2B, mandate agreements, etc.) should monitor the situation on an ongoing basis and analyse the content and manner of performing such agreements in practice. This will reduce the risk of reclassification of contracts, which, it should be noted, also exists under the currently applicable regulations.

NO IMMEDIATE ENFORCEABILITY OF PIP DECISIONS

The key change resulting from the new draft is the abandonment of the immediate enforceability of decisions of the district labour inspector regarding the determination of the existence or content of an employment relationship. Under the new proposal, the decision will become enforceable only on the date of expiry of the deadline for lodging an appeal or on the date of a final court ruling. A specific substitute for immediate enforceability will be the granting of security by the court, as discussed below.

In addition, the procedure for issuing decisions has changed. The condition for issuing a decision will be the employer's failure to comply with an order to remedy violations concerning (i) the functioning of a civil law contract, and/or (ii) the actual performance of work by a person for remuneration, in circumstances where, pursuant to Article 22 § 1 of the Labour Code, an employment contract should be concluded. This means that the labour inspector will first call on the employer to remedy the irregularities, and only in the event of no response or an insufficient response will a decision be issued.

In addition, the inspector will be required to notify the parties of the initiation of proceedings, and the employee will also be a party to the proceedings.

APPEAL PROCEDURE

The new draft abandons the two-stage appeal procedure before referring the case to court. An appeal against the decision of the district labour inspector will be sent, through him, directly to the district court in which jurisdiction the place of work determined by the decision is located, within one month of the date of delivery of the decision. The district labour inspector who issued the decision will be able to exercise the right of self-review and amend or revoke the contested decision - in which case the appeal will not be pursued further.



INDIVIDUAL RULING OF THE CHIEF LABOUR INSPECTOR

Another important novelty will be the possibility for an employer to apply to the Chief Labour Inspector for an individual ruling as to whether a given legal relationship constitutes an employment contract within the meaning of Article 22 § 1 of the Labour Code. Such a ruling should be issued without undue delay, but no later than within 30 days of receipt of a complete application.

It will be binding on the State Labour Inspection competent for the employing entity and may be changed or revoked only if the circumstances of the case change. However, it will not be possible to change a ruling that has had irreversible legal consequences. The employing entity will not be subject to administrative or financial sanctions or penalties to the extent that it has complied with the individual ruling obtained, nor will it be subject to levies higher than those resulting from the individual ruling obtained.

The ruling issued may be appealed to the district court competent for the place of residence or registered office of the appellant.

FILING A LAWSUIT

Issuing a decision on the existence or content of an employment relationship will not be the only measure available to the district labour inspector in the event of irregularities. An alternative will be to refer the case to the competent labour court for a claim to determine the existence or content of an employment relationship. No decision may be issued within the scope of the claim. We would like to remind you that the possibility of bringing a claim already exists under the current regulations, although in practice it is rarely used.

COURT PROCEEDINGS

Another important change resulting from the new draft is the possibility for the court to hear a case to determine the existence or content of an employment relationship in closed session if the existence or content of the employment relationship is not in doubt and the court considers that a hearing is not necessary. The condition will be to notify the parties in advance of the possibility of issuing a judgment in closed session and to allow them to take a position in a pleading within a period of not less than 7 days. In addition, the court will be able to issue a preliminary judgment only on the existence of the employment relationship, and as regards the content of the employment relationship, it will be able to order either a further hearing or its postponement.

It is worth noting that the court is required to set a date for the hearing no later than one month from the date of filing the claim (or removing formal deficiencies), although in practice this may be difficult to achieve.

SECURITY

In a case concerning the determination of the existence or content of an employment relationship or in a case concerning an appeal against a decision of the district labour inspector, the court shall grant security in the form that the contract may be amended, terminated or dissolved during the proceedings only on the terms specified in the labour law provisions concerning general and special protection of employees against termination or dissolution of an employment contract. If the need to protect the employee's rights so requires, the court shall additionally regulate the rights and obligations of the parties to the contract for the duration of the proceedings. During the above-mentioned security, the person whose rights and obligations are affected by the contested decision shall have the right to appeal to the court against the termination and the right to refer to the court claims related to the termination of the contract without notice or the expiry of the contract - on the terms specified in labour law provisions.

The court may refuse to grant security only if, in the light of the circumstances of the case, it is obvious that the contract to which the appeal relates is not an employment contract.

ENTRY INTO FORCE

The planned date of entry into force of the new regulations has been significantly extended - it will take effect three months after the date of their announcement.

It is still expected that the new regulations will apply to civil law contracts concluded before the date of entry into force of the Act and continuing on that date. Importantly, however, if a civil law relationship has all the characteristics of an employment relationship, but within six months of the date of entry into force of the Act, the employer voluntarily brings it into compliance with the law by concluding an employment contract, the employer will not be liable for violating the employee's rights.

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The logo consists of the lowercase letters 'a' and 'g' positioned vertically, with 'a' on top and 'g' on the bottom, creating a stylized 'AG' monogram.

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