















#### INTRODUCTION TO THE LABOUR MARKET

Lectures 4-6. Forms of employment. Key notions in Polish Labour Law: Contract for Employment. Services Agreements

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# 2 FORMS OF EMPLOYMENT IN POLAND

01

Contract for Employment – regulated in the Polish legal system in the Labour Code of 26 June 1974 (Kodeks pracy, Dz.U. z 2018 r. poz. 917).

02

Civil Law Contracts - other forms regulating rendering work, governed by the Civil Code of 23 April 1964 (Kodeks cywilny, Dz.U. z 2018 r. poz. 1025). This type of contracts are used when the employer doesn't intend to sign an employment contract but needs to have some particular work done.

# CONTRACT FOR EMPLOYMENT

#### Statutory definition:

By entering into an employment relationship, the employee undertakes to perform work of specified nature for the employer, under the latter's supervision, in the location and at the time defined by the employer, and the employer undertakes to employ the employee in return for remuneration. (Art. 22 § 1 Labour Code).

# 4 TYPES OF EMPLOYMENT CONTRACTS

a. Contract for Probationary Period - contracts for probationary period employment are concluded for periods no longer than 3 months in order to verify the employee's qualifications and their abilities to perform a specified type of work.

According to the Labour Code, renewal of such contract is possible only in two cases:

- 1) if the employee is to be employed to perform a different type of work;
- 2) if at least 3 years have passed termination or expiry of the previous contract for employment, in the event that the employee is to be hired to perform the same type of work; in such a case, one-off renewal of probationary contract is admissible.

- b) Contract for indefinite time it establishes employment relationship without defining its duration in advance. Unless the parties agree otherwise, the judicature assumes that the relationship under the employment contract is indefinite in its duration (Supreme Court Resolution uchwała Sądu Najwyższego z 16.4.1998 r., III ZP 52/97, OSNAPiUS 1998, Nr 19, poz. 558).
- c) Contract for definite time the period of employment under a definite time contract for employment, and the total combined period of employments resulting from definite time contracts concluded between the same parties of the employment relationship may not exceed 33 months, and the total combined number tof such contracts may not exceed three. If the period of employment under a definite period contract for employment is longer than 33 months, or if the number of concluded contracts is larger than three, this will mean the employee is employed under indefinite time contract. The above doesn't pertain to employment contracts for definite time: 1) to substitute an employee for the period of their excused absence from work, 2) to perform work of seasonal or occasional nature,

# **6** TERMINATION OF EMPLOYMENT CONTRACT



A contract for employment can be terminated:

- by amicable agreement between the parties;
- by declaration of one of the parties, with a notice period;

The notice period for probationary contracts is:

- 3 working days, if the probationary period is no longer than 2 weeks;
- 1 week, if the probationary period is longer than 2 weeks;
- 2 weeks, if the probationary period is 3 months.

The notice period in the case of employment contract for definite or for indefinite time depends on how long the employment with the employer in question has been:

- 2 weeks, if the employee has worked for less than 6 months;
- 1 month, if the employee has worked for at least 6 months;
- 3 months, if the employee has worked for at least 3 years.
- by declaration of one of the parties without period of notice (rozwiązanie umowy o pracę bez wypowiedzenia);
- when the time of prescribed duration has expired.

Contract for employment must be made in writing. If no document was signed, the employer must confirm in writing with the employee, prior to commencement of work, their agreement concerning the parties to the contract, the type of contract and the terms and conditions of that contract.

The fact that an employment contract was not made in writing doesn't render the contract invalid.

The employment relationship is not conditioned on written contract for employment.

The employer notifies the employee in writing, no later than 7 days after conclusion of the contract, on the following:

- 1) daily and weekly working time,
- 2) how often the remuneration is paid,
- 3) the holiday entitlement,
- 4) the notice period for termination,
- 5) relevant collective labour agreement.

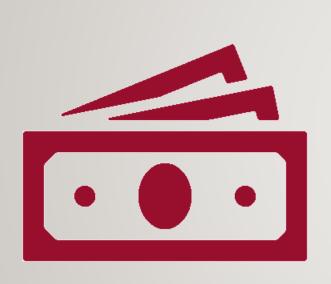
# WORK TIME NORMS

- The Labour Code (kp) stipulates the following work time norms:
- daily, no longer than 8 hours/24,
- average weekly, no longer than 40 hours in a chosen accounting period,
- total weekly, including normal work time and overtime, which on average in a week within a chosen accounting period should not exceed 48 godzin.
- The daily norm may be shorter than 8 hours in some cases. This concerns employees with disabilities. In their case, the norm in 7 hours.

# 11 WORK TIME NORMS

- Employees who work in particularly conditions that are onerous or harmful to <u>health</u> have enjoy shorter work time. For example, this is done by defining shorter than 8-hour daily work time norm. The time norm may also be reduced in the <u>collective labour agreement</u>.
- Work time exceeding 8 hours a day may be admissible when:
  - overtime work is performed,
- a working time system applied assumes extension of daily work time (e.g. 12-hour work in a equivalent work time system).

# 12 REMUNERATION



The Labour Code (kp) stipulates that remuneration should be paid once a month. This doesn't exclude the possibility to pay remuneration more often, e.g. every week or every 2 weeks; 2, 3 or more times a month.

The Supreme Court in its ruling rationale dated 4 Aug 1999 asserted that parties to an employment relationship may include any conditions in the contract provided they are not less advantageous for an employee than the ones stipulated in law (Art. 18 Labour Code).

# 13 REMUNERATION

The Labor Code provides that the terms of remuneration for work and the award of other work-related benefits are set forth by collective labor agreements (Art. 77<sup>1</sup> LC). However, if an employer employs at least 20 employees who are not covered by the collective labor agreement or a collective labor agreement, then it sets the terms of remuneration for work in the remuneration regulations (Art. 77<sup>2</sup> § 1 LC).

If an employer employs less than 20 employees, is not covered by a collective agreement or specific provisions do not require him to issue remuneration regulations irrespective of the number of employees, the date of payment of remuneration should be specified in the employment contract.

Holiday leave is only <u>available to persons employed under</u> <u>a contract of employment</u>. The holiday entitlement depends on the employee's job seniority.

The employer is obliged to grant an employee a leave in the same calendar year in which the employee obtained the right to that leave.

The person who took up their first a job in a given calendar year, gets the right to a holiday leave at the end of each month of work. They are thus entitled to 1/12 of the annual leave. With each passing month, there are more free days to take. So, the employee acquires the right to partial leave in arrears, for each passing month.

- 20 days if the employee's job seniority is less than 10 years;
- 26 dni if the employee's job seniority is at least 10.

The job seniority used as a basis to calculate the holiday entitlement is extended depending on period of education:

- basic vocational school 3 years;
- secondary vocational 5 years;
- secondary vocational for graduates of basic vocational 5 years;
- general secondary 4 years;
- post-secondary 6 years
- higher 8 years.

According to Art. 86 of the Act on Promotion of Employment and Labor Market Institutions of April 20, 2004 (Journal of Laws of 2018 item 1265) [ustawa o promocji zatrudnienia i instytucjach rynku pracy z dnia 20 kwietnia 2004 r. (Dz.U. z 2018 r. poz. 1265) ], documented periods of employment completed abroad with a foreign employer are counted in as periods of work in the Republic of Poland as far as the employee rights are concerned.

According to the Labor Code (kp), one round of a leave must be at least 14 calendar days. The employee decides himself how to distribute his days off. He can also use up the whole holiday leave in one go.

In turn, the employer should grant leave according to their own plan. The plan takes into account the needs reported by employees and the need to ensure the normal course of work.

In the holiday plan, the employee is not obliged to take into account the leave on demand (4 days in each calendar year).

The employee is entitled to the remuneration he would have received if he had worked during that period.

He will receive a cash equivalent for vacation only if he has not used his leave in full or in part because of the termination of an employment contract for an indefinite or definite period of time.

The holiday entitlement for employees who work parttime is determined in proportion to the working time of the employee, fractions of days are always rounded up to the full days. Unused holiday days is carried over to the following year and must be used first by September 30 of the following year.

The leave is granted on days which are the employee's working days, in accordance with the working time schedule, in an hourly manner, corresponding to the daily working time of the employee on a given day. Accordingly, one day of holiday entitlement corresponds to 8 hours of work.

An employer has the right to recall the employee from a leave. Such action must be justified by circumstances that could not have been foreseen when the employee started the leave and the presence of that employee is necessary in the workplace.

When canceling an employee's leave, in accordance with art. 167 § 2 of the Labour Code, the employer is obliged to cover the costs incurred by the employee in relation to his come back from the leave. The expenses must be confirmed by appropriate documents, and the cost of employee's family members' vacation can be added to them, if the family was unable to continue the vacation due to the cancellation. Such employer's decision is deemed a an official order and can not be challenged by the employee, even if in his opinion a return from the leave is not necessary.

Provisions of the Labor Code do not require that a contract for employment be written down under pain of nullity. Concluding a contract in a different form is therefore still valid and binding for the parties. This does not change the fact that labor law gives priority to written form, requiring the conclusion of a contract for employment in written form. Accepting the validity of other forms does not imply their equivalence, but only the fact that not concluding the agreement in writing will not result in the invalidity of the parties' decisions.



The dominant role of the written form of the employment contract is confirmed in the wording of Art. 281.2 of the LC, which acknowledges that the lack of written employment contract is an offence against the employee's rights (penalty of fine from PLN 1,000 to PLN 30,000). Forms other than written are also inconvenient for the parties when evidence is needed - in the event of a dispute in the labor court. However, they are essentially valid and can confirm the establishment of an employment relationship.



The possibility of verbal or implicit conclusion of a contract of employment results from the provisions of the Civil Code, which can be applied in employment relations under the principles of Art. 300 LC. According to Art. 60 of the Civil Code, the intention of the person making a legal transaction may be expressed by any behavior of that person (subject to statutory exceptions) that reveals their intention in a sufficient manner, including by disclosing that intention in electronic form.

# ADDITIONAL INFORMATION

If the employer is not obliged to set out his employment policy, then the information about employment conditions should also include issues concerning:

- night time,
- place, date and time of payment of remuneration,
- the accepted method of confirming employees' arrival and presence at work,
- the accepted method of justifying absence from work.

# **24 AUXILIARY PROVISIONS**

Every contract may contain other provisions if the parties want them included.

#### The most common ones include:

- no competition clauses,
- longer period of notice for employees employed in a position related to financial liability for entrusted property,
- the right to an additional leave, company car, mobile phone,
- changes in the amount of business travel benefits.

#### COMPETITION

- According to art. 101 LC, in order for a no competition clause to apply, a
  separate agreement must be concluded. This doesn't mean that the
  agreement must be signed on a separate document, but that such
  contract has an independent legal existence. However, there's no reason
  why a non-competition agreement wouldn't be concluded
  simultaneously with the employment contract or include relevant
  provisions.
- The Labour Code does not define the term "competitive activity". It should be concluded that this is any activity that falls within the scope of the employer's activity. It would have to objectively threaten its interests, but it doesn't matter whether they were actually harmed. It will also be irrelevant whether the employee performed the given activity in return for a fee or not, or on what legal basis.

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#### 1.3 EMPLOYMENT STATUS

TABLE 1-3 EMPLOYMENT STATUS OF ARCHITECTS ANALYSED BY COUNTRY

per cent	working full-time	working part-time	not working	retired
Austria	88	11	1	1
Belgium	93	6	0	1
Bulgaria	77	14	7	2
Croatia	92	6	0	1
Cyprus *	75	11	12	2
Czech Republic *	59	24	0	17
Denmark	81	10	5	4
Estonia *	80	6	0	15
Finland	89	8	2	0
France	89	7	2	2
Germany ***	82	17	1	0
Hungary	66	14	3	18
Ireland	86	10	3	1
Italy	69	20	8	3
Lithuania	87	9	1	2
Luxembourg	91	9	0	0
Malta *	82	16	2	0
Netherlands	71	22	3	4
Poland	82	12	6	0
Portugal	80	9	9	1
Romania *	92	3	0	5
Slovakia	85	9	2	3
Slovenia	86	3	5	6
Spain	70	22	7	0
Sweden	83	13	2	2
Turkey	85	6	6	3
United Kingdom	81	14	2	3
2016 EUROPE-27 ***	77	15	6	3
2014 EUROPE-26 ***	78	15	5	2
2012 EUROPE-25	76	15	6	2
2010 EUROPE-23 **	84	11	4	1
2008 EUROPE-17**	87	9	3	2

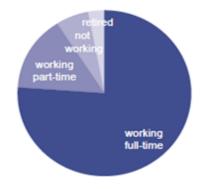
<sup>\*\*\*</sup> Germany figures are for Partners/Directors/Sole Principals only \* caution - small sample

Just over three quarters of the profession is working full-time. This is very similar to the figure recorded in the 2014 and 2012 surveys, but lower than in 2010 or 2008.

In most countries, the proportion of architects working full-time is over 80 per cent - and over 90 per cent in Belgium, Croatia and Luxembourg. The overall full-time average is lowered by Italy (69 per cent full-time) and Spain (70 per cent).

These two countries, along with the Netherlands, have the highest proportions of architects working part-time (20 per cent or more). The highest proportions of architects not working are in Cyprus, Spain and Portugal; each with a reported unemployment rate of 7 per cent of more.

CHART 1-6 EMPLOYMENT STATUS OF ARCHITECTS



In: Architects in Europe, The architectural profession in Europe, ACE Report 2016

<sup>\*\*</sup> The basis of calculating historical figures (2010 and 2008) has changed. Data is presented as reported and is no longer 'adjusted' . This is discussed in the Appendix.

<sup>\*\*\*</sup> weighted to reflect the total architectural population in all participating countries. The weighting process is explained in the Appendix.



# 28 SPECIFIC TASK CONTRACT - ART. 627 – 646 Civil Code

#### Statutory definition:

In Specific Task Contract, the person accepting the order for work undertakes to perform the designated task, and the ordering party undertakes to pay the remuneration.

The parties to the contract are the party performing the task and the party ordering the task.

The essential elements of the specific task contract are: specification of the task the person performing is obliged, and under Art. 62 in relation to Art. 627 Civil Code, the remuneration which the ordering party is obliged to pay (Appeal Court in Szczecin in ruling 4/4/2013, III Aua 96/13, Legalis).

# 29 SPECIFIC TASK CONTRACT

A specific task contract is sometimes called a contract of result. This means that the subject of the contract is the performance of a specific, defined task by the performing party in return for remuneration paid by the ordering party. The risk of failure to achieve the result is always assumed by the performing party. The minimum remuneration is not determined by law. The law doesn't require that the contract be concluded in writing. The subject matter of the contract is the performance of a task, that is, creation or transformation leading to a result which didn't exist before. An example is preparing an architectural design. This type of contract may included the transfer of proprietary copyrights rights or granting a license (exclusive or non-exclusive) to the created work.

A specific task contract is not a title for social insurance, which means that the performing party is not subject to social or health insurance. It is subject to tax, however.

# 30 SPECIFIC TASK CONTRACT – COPYRIGHTS

In the Polish legal system, copyrights are regulated by the Act on Copyright and Related Rights of February 4, 1994. (Dz.U. z 2018 r. poz. 1191).

According to the statutory definition, subject to copyright is any manifestation of creative activity of an individual nature, determined in any form, regardless of the value, purpose and manner of expression (a work) (Article 1.1 of the Act). In particular, the subject of copyright are works of: architectural, architectural-urban and urban planning nature.

Only the manner of expression may be protected; not covered by the protection of copyrights are <u>discoveries</u>, ideas, procedures, methods and principles of operation and mathematical concepts.

# 31 SPECIFIC TASK CONTRACT – COPYRIGHTS

The Polish system of copyright law adopted the French model, which is characterized by a dualism of copyright, that is, it distinguishes between personal and property rights.

**Authors' individual rights** - protect the author's connection with the work; the connection is unlimited in time and can't be subject to waiver or assignment. This in particular pertains to:

- the authorship of a work;
- the author's right to have their name or stage name linked to a work or to present it anonymously,
- the inviolability of the form and content of the work and its appropriate use,
- deciding on first presentation of the work to the public,
- supervision over the manner in which the work is presented

# 32 SPECIFIC TASK CONTRACT – COPYRIGHTS

Proprietary copyrights - If the Act doesn't state otherwise, the creator has the exclusive right to use the work and dispose of it in all fields of exploitation and to remuneration for the use of the work. This means that an authorized person can dispose of them in any way, i.e. sell, rent, transfer to any person.

# CONTRACT OF MANDATE - ART. 734 – 751 CIVIL CODE)

In a Contract of Mandate, the party accepting the order undertakes to make a specific legal action for the ordering party.

The parties to the contract are the ordering party (principal) and the performing party (contractor).

A Contract of Mandate, otherwise known as a "diligent performance contract", is signed between the principal and the contractor. Its subject should be the performance of a specific legal action. Unlike a specific task contract, the subject of the contract is not a final outcome.

Importantly, the contract of mandate does not have to be performed for remuneration if the parties agree so. The parties to the contract of mandate may be any natural or legal person. Contracts may be concluded both business to business (between entrepreneurs) or between natural persons not conducting business activity. The requirement of specific qualifications of the contractor may result from the nature of the order, e.g. a surveyor or architect's license may be necessary.

The statutes do not provide for any special form of the contract of mandate, which means that it can be concluded in writing as well as verbally.

# 34 CONTRACT OF MANDATE



Contracts of mandate are subject to compulsory contributions (pension premiums, disability, accident, health and voluntary sickness contributions).

The current regulations indicate that the contractor's remuneration can not be lower than the specified minimum hourly rate. In 2019, the minimum hourly rate per contract of mandate is PLN 14.70. This contract is subject to tax.

# VOLUNTARY WORK

In the Polish legal system, volunteer work is regulated by the Act on Public Benefit and Volunteer Work of April 24, 2003 (Dz.U. z 2018 r. poz. 40).

**Volunteer** - a natural person who voluntarily and without remuneration performs services in accordance with the terms specified in the above Act.

# 36 VOLUNTARY WORK

*Volunteers* can perform services, on the terms set out in the regulations, to he following entities:

- non-governmental organizations and entities listed in the Act, in particular in the field of public benefit activities, with the exception of their business activity,
- public administration bodies, with the exception of their business activities
- organizational entities subordinate to public administration bodies or supervised by these bodies,
   with the exclusion of business activities conducted by these entities,
- medical entities within the meaning of the regulations on medical activity in the scope of their medical activity,

# VOLUNTARY WORK

- A *volunteer* should have the qualifications and meet the requirements expected in the type and scope of services provided, if the obligation to possess such qualifications and fulfillment of relevant requirements results from separate regulations.
- Volunteer's services are performed to the extent, in a manner and at the time specified in the agreement with the beneficiary of these services. The agreement should include a provision on the possibility of its dissolution
- At the request of the volunteer, the beneficiary is obliged to confirm the content of the agreement in writing, and to issue a written certificate of the services provided by the volunteer, including the scope of services provided.
- At the request of the volunteer, the beneficiary may submit a written opinion on the volunteer's services.
- If the volunteer's service is performed for more than 30 days, the agreement should be made in writing.
- The provisions of the Act of 23 April 1964 Civil Code shall apply to agreements concluded between the beneficiary and the volunteer in matters not regulated by Act on volunteer work.

In the Polish legal system, internships are regulated in the Act on internships of 17 July 2009 (Dz.U. z 2018 r. poz. 1244).

The purpose of the internship is to make it easier for graduates to gain experience and acquire practical skills necessary to perform their future work.

01

A natural person, a legal person or an organizational entity without legal personality, hereinafter referred to as the "internship hosting entity", may take on an intern who has completed at least a middle school or eight-year primary school and has not turned 30 on the day of starting the internship.

02

The above rules apply to persons who have a foreign school-leaving certificate recognized as equivalent to a certificate of completion of a Polish junior high school or an eight-year primary school in accordance with Article 93 of the Act of 7 September 1991 on the system of education (Art.93, Dz.U. z 2017 r. poz.2198, 2203 i 2361).

Internship can be performed in return for a remuneration or free of charge. The amount of the monthly cash remuneration **can not exceed** double the amount of the minimum wage determined on the basis of the Act of 10 October 2002 on the minimum remuneration for work (Dz.U. z 2017 r. poz. 847 oraz z 2018 r. poz. 650).

Internship is performed on the basis of a written agreement for internship concluded between the intern and the hosting entity.



The internship agreement should specify in particular:

- the type of work in which the intern is to gain experience and acquire practical skills,
- period of internship,
- weekly working time,
- amount of remuneration if the placement is to be paid for.

An internship agreement can not be concluded for a period longer than 3 months.

Conclusion of a subsequent agreement between the intern and the same hosting entity is possible only for a total period of 3 months.

Where the internship is performed:

- free of charge the agreement can be terminated in writing at any time,
- against payment the agreement may be terminated in writing with a seven-day notice period.

### ARCHITECTS' COUNCIL OF EUROPE CONSEIL DES ARCHITECTES D'EUROPE

#### 1.4 FIELD OF EMPLOYMENT

The largest single field of employment is Sole Principals. Just over a quarter, 26 per cent, of architects describe themselves as a Sole Principal. The highest proportion of architects who are Sole Principals is in Austria. Fifteen per cent of architects are 'freelance', with the highest proportions being in France, the Czech Republic and Slovakia. Ten per cent are agency architects, including 58 per cent of architects in the Netherlands and 41 per cent in Spain.

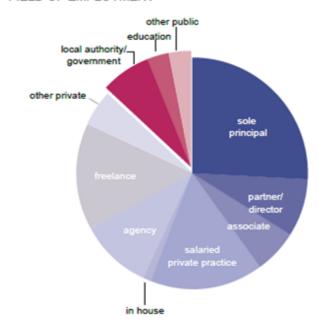
Nearly one quarter of architects are employed in private practice, either as Associates (6 per cent) or private practice salaried staff (16 per cent). The proportions are highest in the UK and Turkey. Just 8 per cent of architects are Partners or Directors, but this proportion

varies markedly between countries. More than 20 per cent of architects in several countries are Partners or Directors - Austria, Ireland, Croatia, Luxembourg and Romania.

About 7 per cent of architects in Europe are employed by central or local government, the highest levels being recorded in Sweden, Finland and Denmark.

The analysis by field of employment is generally very similar to previous years, although the 2016 survey has more architects working as agency or freelance staff than in previous surveys.

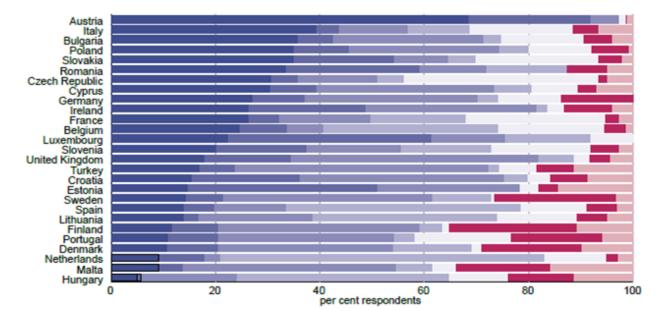
#### CHART 1-7 FIELD OF EMPLOYMENT





other public

CHART 1-8
MAIN EMPLOYMENT FIELDS BY COUNTRY



In: Architects in Europe, The architectural profession in Europe, ACE Report 2016

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#### TABLE 1-4 ARCHITECTS' FIELD OF EMPLOYMENT BY COUNTRY

per oent	sole principal	partner director	associate	private practice salaried	in-house	agency	freelance	other	local authority	central govt	education	other public
Austria	68	23	0	5	0	0	1	0	0	0	1	1
Belgium	25	9	5	1	0	32	20	1	3	1	0	1
Bulgaria	36	7	10	19	0	1	16	2	5	0	3	1
Croatia	15	21	5	34	2	1	4	2	7	0	4	5
Cyprus *	30	9	4	30	2	2	9	4	2	2	2	5
Czech Republic *	31	5	5	10	0	0	37	5	2	0	5	0
Denmark	11	10	2	31	1	4	2	10	17	2	6	4
Estonia *	15	36	20	7	0	0	4	0	4	0	0	15
Finland	12	9	3	35	0	1	1	3	24	1	3	8
France	26	6	11	6	0	17	27	1	3	0	0	2
Germany ***	27	10	<	33 >	12	0	4	0	<	14	4	>
Hungary	5	1	11	8	1	35	11	4	11	2	1	11
Ireland	26	22	9	23	0	0	3	2	7	2	2	2
Italy	39	4	8	5	2	0	20	10	5	0	2	4
Lithuania	14	3	2	20	0	36	15	0	6	0	4	1
Luxembourg	22	39	13	1	1	15	8	0	0	0	0	0
Malta *	9	5	2	39	0	2	5	5	2	16	9	7
Netherlands	9	9	1	2	2	58	12	3	1	1	1	2
Poland	35	11	3	26	0	1	12	5	7	0	1	1
Portugal	11	10	3	30	1	0	18	3	16	1	3	3
Romania *	33	26	5	8	0	15	0	0	8	0	0	5
Slovakia	35	19	3	7	1	1	24	3	4	1	1	1
Slovenia	20	17	5	14	4	11	19	3	3	3	1	2
Spain	14	6	4	10	0	41	13	3	4	2	2	1
Sweden	14	7	7	33	0	10	0	1	19	5	3	0
Turkey	17	7	1	47	0	0	7	2	6	1	7	5
United Kingdom	18	17	13	34	2	1	3	4	3	1	2	3
2016 EUROPE-27 **	26	8	6	16	1	10	15	5	6	1	3	3
2014 EUROPE-26 **	29	9	7	20	2	7	8	4	7	1	2	3
2012 EUROPE-25 **	32	11	7	16	2	8	10	5	5	1	1	3
2010 EUROPE-23 **	39	12	6	16	1	4	11	4	3	1	2	2
2008 EUROPE-17**	24	16	5	22	3	6	9	4	6	1	2	3

<sup>\*</sup> caution - small sample \*\* weighted to reflect the total architectural population in all participating countries.

In: Architects in Europe, The architectural profession in Europe, ACE Report 2016

<sup>\*\*\*</sup> Germany figures provided by BAK, sourced from BAK surveys 2015 and 2016. Some staff categories do not match precisely. Germany figures are not included in the EUROPE-27 total.

## 45 REFERENCES

- Architects in Europe, The architectural profession in Europe, ACE Report 2016, https://www.ace-cae.eu/?id=999 (16.12.2018)
- Forms of employment of an employee, http://zasobyip2.ore.edu.pl/uploads/publications/44e33f66b612afab5cfe9bbd9acaad54\_/4-rynek-pracy/4-5-formy-zatrudnienia-pracownika/index.html (16.12.2018)
- Kodeks pracy z dnia 26 czerwca 1974 r. tekst jednolity z dnia 13 kwietnia 2018 r. (Dz.U. z 2018 r. poz. 917) z późniejszymi zmianami,
- Kodeks cywilny z dnia 23 kwietnia 1964 r. tekst jednolity z dnia 10 maja 2018 r. (Dz.U. z 2018 r. poz. 1025),
- Ustawa o prawie autorskim i prawach pokrewnych z dnia 4 lutego 1994 r. tekst jednolity z dnia 9 maja 2019 r. (Dz.U. z 2018 r. poz. 1191),
- Ustawa o działalności pożytku publicznego i o wolontariacie z dnia 24 kwietnia 2003 r. (Dz.U. Nr 96, poz. 873) tekst jednolity z dnia 7 lutego 2018 r. (Dz.U. z 2018 r. poz. 40),
- Ustawa o praktykach absolwenckich z dnia 17 lipca 2009 r. (Dz.U. Nr 127, poz. 1052) tekst jednolity z dnia 7 czerwca 2018 r. (Dz.U. z 2018 r. poz. 1244).

















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