DLA Piper Poland

Changes to the Labour Code in the first half of 2023

SUMMARY

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Upcoming changes

The first half of 2023 is an extremely busy time for Polish employers.

After many months of waiting, the new law on sobriety checks and remote work have come into force, as well as provisions implementing EU law. The changes are significant and affect every employer. This does not concern only the proper adjustment of internal employee documentation (although this is undoubtedly the number one item on the list of issues that an employer should address to ensure compliance with the new law), but also the comprehensive preparation of the organisation for the new legal solutions (due to which, for example, many requests submitted by employees no longer need to be in writing) or even certain changes in the way of thinking (for example, the employer should no longer be surprised if an employee-father wants to take 9 weeks of parental leave).

21 February 2023

New Labour Code provisions allowing employers to carry out sobriety checks.

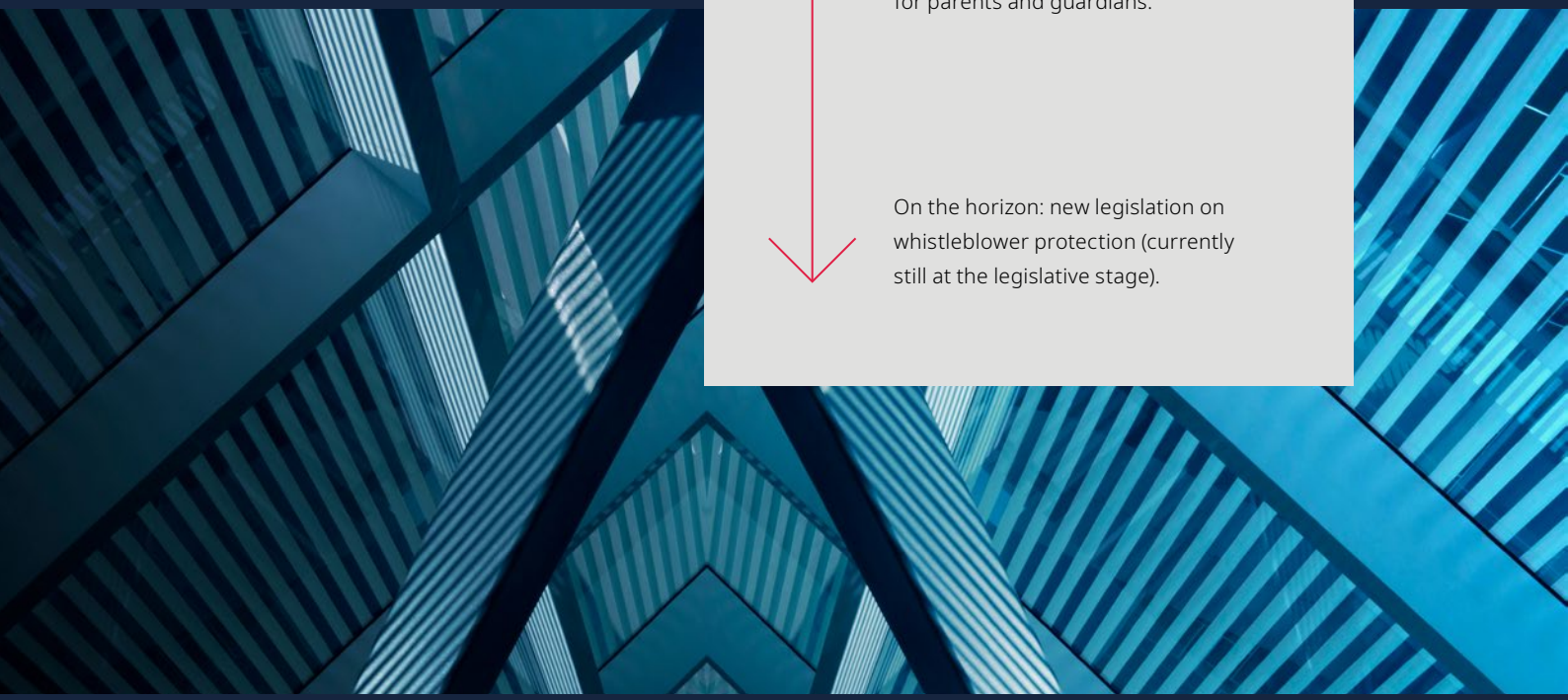
7 April 2023

New provisions introducing remote work into the Labour Code in place of the current telework provisions.

26 April 2023

New Labour Code provisions resulting from the implementation of two directives of the European Parliament and the Council (EU) on transparent and predictable working conditions in the European Union and on work-life balance for parents and guardians.

On the horizon: new legislation on whistleblower protection (currently still at the legislative stage).



Changes include:

- Enabling employers to carry out sobriety checks without involving the police
- Definition of the rights and obligations of employers and employees regarding the performance of remote work, including the obligation of employers to cover the costs associated with such work
- New rules for probationary period contracts
- New rules for the termination of fixed-term contracts
- Introduction of new leave to allow employees to participate more in family life
- Introduction of changes to currently existing leave related to parenthood, particularly with regard to parental leave
- Significant changes to the employer's information obligations, generating the need to adjust employee records accordingly

and more.

Below we briefly summarise the most significant changes, emphasising how they affect employers' obligations.

At the end of the document, you will also find a checklist that will help you verify the extent to which your organisation is in compliance with the new law.

Changes resulting from the implementation of EU law

Changes regarding probationary period contracts

Currently, a probationary period employment contract can be concluded with an employee in order to check his or her qualifications and suitability for work, for a period not exceeding three months; this is regardless of the intended length of the subsequent contract. Once the new law comes into force, this will change and the length of the probatory period will depend on the intended length of the subsequent contract. It will be possible to conclude a probationary period employment contract for a period not exceeding:

- 1 month – in case of an intention to conclude a subsequent employment contract for a fixed period of less than 6 months
- 2 months – in case of an intention to conclude a subsequent employment contract for a fixed period of at least 6 months but less than 12 months
- 3 months – in other cases, i.e. if the employment contract would be for a fixed term of more than 12 months or for an indefinite period.

It will be possible:

- to extend the probationary period contract once, but by not more than 1 month, if justified by the nature of the work;
- to agree with the employee that the probationary period contract will be extended by any periods of holiday leave, as well as by the time of the employee's other justified absences from work (if any).

The period for which the parties intend to enter into a fixed-term employment contract, as well as the provision for extending the contract, will have to be included explicitly in the contract; therefore, the template probationary period contracts used to date should be reviewed and adjusted accordingly in this regard.

IMPLICATIONS FOR THE EMPLOYER:

- necessity to verify and possibly amend the template probationary period employment contracts

The employee cannot be prohibited from taking up additional employment

After the new law comes into force, the employer will not be able to prohibit an employee from taking up additional employment (either on the basis of an employment relationship or a civil law relationship, such as a contract of mandate or contract for specific work). This rule will not apply if the employer enters into a non-compete agreement with the employee, or if other laws preclude the possibility of taking up such employment (this may apply, for example, to civil servants).

An employer who wishes to restrict an employee from taking up additional employment will be permitted to do so insofar as competitive activity is concerned. The employer should then enter into an appropriate non-compete agreement with the employee. Such an agreement may be contained in a separate document, although it is also possible to introduce appropriate clauses in the wording of the employment contract itself. If the non-compete clause is to apply also to the period after the termination of employment, then it is necessary to pay compensation to the then former employee for complying with it. This compensation must be at least 25% of the salary he/she received directly before the termination for the period corresponding to the duration of the non-compete obligation.

IMPLICATIONS FOR THE EMPLOYER:

- necessity to check the provisions of employment contracts and remove any prohibited clauses
- alternatively, it is possible to conclude non-compete agreements instead of these clauses

The new law significantly expands the scope of information an employer is required to provide to an employee.

Significant expansion of the employer's information obligations

As expected from legislation implementing the EU directive on transparent and predictable working conditions, the new law significantly expands the scope of information an employer is required to provide to an employee.

Currently, every employer is obliged to provide its employees in writing, no later than seven days after the conclusion of their employment contract, with information on the basic terms and conditions of employment, such as working hours, working time standards applicable to the employee, and the amount of annual leave to which the employee is entitled.

As of 26 April 2023, the scope of this information will be significantly expanded and will have to include information on:

- daily and weekly working time norms and the daily and weekly working hours applicable to the employee;
- breaks from work to which the employee is entitled;
- daily and weekly rest to which the employee is entitled;
- rules regarding overtime work and compensation for working overtime;
- rules for changing shifts (if the employee is a shift worker);
- rules on movement between work locations;
- salary components, other than those agreed in the employment contract, to which the employee is entitled, as well as benefits in cash or in kind (information about the salary components should also be included in the employment contract);
- the extent of the employee's paid leave (in particular, holiday leave);
- applicable rules for termination of the employment relationship, including formal requirements, the length of notice periods and the time limit for appeal to the labour court;
- the employee's right to training, if the employer provides it, in particular, the general principles of the employer's training policy;
- any collective bargaining agreement or other collective agreement by which the employee is covered, and the name of such bodies or institutions in the case of the conclusion of a collective agreement outside the workplace by joint bodies or institutions.

If the employer has not established work regulations, it will also be necessary to inform employees about:

- the date, place, time and frequency of payment of remuneration;
- the hours considered as night-time hours by the employer;
- the method adopted by the employer for employees to confirm their arrival and presence at work and justify their absence from work.

Moreover, the employer will have to inform the employee about the name of the social security institution to which social security contributions related to the employment relationship are paid and information on the social security-related protection provided by the employer – within 30 days of the employee's commencement of work.

Failure to provide the employee with the information indicated above in some cases will be considered an offence against employee rights. In such a situation, the person representing the employer may be fined up to PLN 30,000.

Employers will not be required to provide updated information to employees hired before 26 April 2023, unless they make such a request, in which case the employer will be required to provide them with the new document within 3 months of the request.

The document containing information on the terms and conditions of employment does not have to be signed by the employee, but the employer should have proof of it having been handed over to or received by the employee.

IMPLICATIONS FOR THE EMPLOYER:

- necessity to prepare a new template of the document containing information on the terms and conditions of employment

Information obligations during employment

Many organisations have an internal recruitment system, a system of referrals of candidates, or internal "bulletin boards" where they provide information about current staffing needs. As of 26 April 2023, the provision of such information will no longer be at the discretion of the employer, as under the new Labour Code provisions, employers will be required to inform employees about:

- full-time or part-time employment opportunities;
- opportunities for promotion;
- vacancies.

This information should be provided in a manner usually used by the employer for communicating with its employees, for example, through emails or announcements on the employer's intranet or on noticeboards in the workplace.

IMPLICATIONS FOR THE EMPLOYER:

- necessity to share additional information with employees
- necessity to determine the appropriate way to communicate the additional information
- possible introduction of internal recruitment procedures and methods of dealing with requests submitted by employees

Request to amend contractual terms

An employee who has been employed with an employer for at least six months will be entitled to request that the employer change the type of employment contract to an open-ended contract or for more predictable and safer working conditions, including by changing the type of work or switching from part-time to full-time employment.

This entitlement will apply to all employees, except for those employed on a probationary basis. Employees will be able to make such a request once per calendar year.

The employer does not have to grant the request; however, in considering it, the employer should take into account the needs of both parties to the employment relationship (employer and employee). The employer will have one month to consider the request, and if it is not granted, the reason(s) will have to be given.

IMPLICATIONS FOR THE EMPLOYER:

- necessity to prepare a timely response if an employee submits a request to change contractual terms

Necessity to specify the reason for the termination of a fixed-term contract

As of 26 April 2023, employers will have to justify the termination of not only open-ended contracts, but also fixed-term contracts

The obligation to provide a reason for termination may be of particular importance to employees, since most court cases involving the unlawful termination of employment contracts are based on employees challenging the reasons given for termination. Therefore, until now, the termination of a fixed-term contract has involved a relatively low risk of possible litigation with a former employee. However, in light of the new law, it is expected that there may be more such cases. In practice, this means that entering into fixed-term contracts will become a much less attractive solution for employers.

As is the case with open-ended contracts, the employer will be obliged to notify the trade union representing the employee of its intention to terminate the employee's fixed-term contract, stating the reason(s) justifying the termination.

IMPLICATIONS FOR THE EMPLOYER:

- necessity to justify the termination of fixed-term employment contracts
- potential necessity to verify the adopted models of employment (fixed-term vs open-ended)

Entering into fixed-term contracts will become a much less attractive solution for employers.

Additional restrictions relating to the termination of employment contracts

The new Labour Code provisions make it clear that an employee's exercising of the rights afforded by the Labour Code amendment, such as requesting a change in contractual terms, requesting information on the terms and conditions of employment, exercising the right to training, or taking up additional employment, will not be permissible grounds for the termination of employment.

An employer will be obliged to prove that it was not motivated by those reasons when terminating the employment contract. In practice, this means that employers should be particularly careful when formulating reasons for terminating employees, especially those who have exercised the rights indicated above.

IMPLICATIONS FOR THE EMPLOYER:

- necessity to be particularly careful when formulating the reasons for terminating an employment contract

Free employee training

If an employer's obligation to provide training to employees that is necessary for them to perform a certain type of work or work in a certain position arises from the provisions of a collective bargaining agreement, other collective agreement, regulations, laws, or the employees' employment contracts, and if employees take part in training on the basis of a supervisor's order, the costs of such training will be covered by the employer, and if possible it will take place during the employee's working hours.

Training which takes place outside of an employee's normal working hours will constitute the employee's working time.

IMPLICATIONS FOR THE EMPLOYER:

- necessity to cover the costs of employee training
- necessity to adjust employees' working hours to accommodate the training
- potential necessity to recognise the time of training that takes place outside of standard working hours as overtime

Employers need to be particularly careful when formulating the reasons for terminating an employment contract.

Breaks from work

Previously, if an employee worked at least six hours per day, he/she was entitled to a break of at least 15 minutes, which was included in his/her working time. From 26 April 2023, the employer will be required to give the following additional breaks depending on the employee's daily working hours:

- working day of between six and nine hours – the employee is entitled to a break of at least 15 minutes (as before);
- working day of between nine and 16 hours – the employee is entitled to an additional break of at least 15 minutes;
- working day of longer than 16 hours – the employee is entitled to another break of at least 15 minutes.

All the breaks are counted as working time. In practice, the change will mainly affect those employees employed in a balanced working time system and those performing shift work.

IMPLICATIONS FOR THE EMPLOYER:

- necessity to introduce additional breaks from work
- if breaks from work are regulated in work regulations or other internal procedures, they will need to be adjusted accordingly

Time off work due to force majeure

An employee will be able to use force majeure leave for either two days or 16 hours per calendar year (calculated proportionally for part-time employees).

"Force majeure" is understood as an urgent family matter caused by illness or accident, where the employee's immediate presence is necessary.

An employee will be able to take force majeure leave upon request; requests should be submitted no later than the day on which the leave is taken. The employer will be obliged to grant the request.

During force majeure leave, the employee will retain the right to 50% of his/her regular remuneration.

IMPLICATIONS FOR THE EMPLOYER:

- necessity to grant additional time off to employees in the case of force majeure
- possible inclusion of this type of leave in internal regulations or policies

Care leave

Employees will be entitled to a new type of leave, i.e. care leave, for five days per calendar year to provide personal care or support to a family member (child, parent or spouse) or a person who resides in the same household, and who requires care or support for serious medical reasons.

Care leave will be unpaid and will be granted upon the employee's request, submitted at the latest one day before the start of the leave. In the request, the employee will have to provide information about the person to whom he/she will be providing care during the leave.

IMPLICATIONS FOR THE EMPLOYER:

- necessity to grant additional time off to an employee if he/she requests care leave
- possible inclusion of this type of leave in internal regulations or policies

Additional protection against dismissal for employees exercising parental rights

Employees exercising parental rights are already protected against the termination of employment. However, this protection will be strengthened under the new law, which stipulates that during pregnancy, during maternity leave, and from the date of the employee's request for maternity, paternity or parental leave until the date of termination of leave, the employer:

- may not carry out preparations for termination, with or without notice, of the employment relationship with that employee;
- may not terminate the employment relationship with that employee.

However, termination of such employees with notice will be possible:

- if there are reasons justifying termination without notice due to the fault of the employee and the trade union representing the employee agrees to the termination;
- in the event of the bankruptcy or liquidation of the employer.

On the practical side, it is important to remember that in the event of a dispute with an employee, the burden of proving the reason justifying termination without notice due to the employee's fault rests with the employer.

According to the jurisprudence of the Court of Justice of the European Union, "preparations for termination" should be understood as activities such as seeking and forecasting a definite replacement of an employee due to her pregnancy or the birth of a child.

IMPLICATIONS FOR THE EMPLOYER:

- necessity to take particular care if an employee's employment contract is to be terminated on disciplinary grounds

Flexible working arrangements for employees exercising parental rights

Previously, it was not possible for an employee caring for a child up to four years of age to work overtime, work at night, work in an intermittent working time system, or work away from his/her permanent place of work, unless he/she consented to do so. As of 26 April 2023, this limit will be increased to a child of up to eight years of age.

Such an employee will also be able to submit a request to take advantage of flexible working arrangements (at least 21 days before he/she wishes them to commence).

In this context, the following are considered as flexible working arrangements:

- remote work;
- intermittent working time system;
- shortened working week system;
- weekend work system;
- variable work schedule;
- individual work schedule;
- reduced working hours.

IMPLICATIONS FOR THE EMPLOYER:

- necessity to provide flexible working arrangements for employees who are parents of children under eight years of age
- potential necessity to introduce amendments to internal regulations and policies
- potential necessity to prepare internal template forms and procedures for managing flexible working arrangements

Each employee-parent will be entitled to an exclusive right to take nine weeks of parental leave.

Extension of parental leave

The length of parental leave will be extended quite significantly and will be as follows:

- 41 weeks if one child is born in one delivery;
- 43 weeks if more than one child is born in one delivery.

The previous lengths of parental leave were 32 and 34 weeks, respectively, and the leave could be taken by both parents together. This meant that, for example, if the employee-parents wanted to use it together on the same date or share it equally, then each of them would be entitled to 16 or 17 weeks, respectively. However, in practice, all or most of parental leave was usually used by the child's mother.

However, under the new law, each employee-parent will be entitled to an exclusive right to take nine weeks of parental leave. This means that if one parent does not use the nine weeks of parental leave to which he/she is entitled, this leave will be forfeited and cannot be transferred to the other parent.

In practice, this solution will have the greatest impact on employee-fathers, who will not be able to transfer "their" nine weeks to the child's mother. Its aim is to encourage fathers to take parental leave (which they rarely did under the previous rules) and increase their participation in the process of raising young children, and thus making it easier for employee-mothers to return to the labour market after maternity and parental leave.

It will be possible to take parental leave in one block or in no more than five, separate parts, no later than by the end of the calendar year in which the child turns six years of age.

An employee may combine the use of parental leave with part-time work for the employer granting the leave (up to a maximum of half of full-time hours). This solution, allowing employees to balance work and personal life, already exists, but it is rarely used in practice.

As a result of the new law, if an employee combines the use of parental leave with work, the length of parental leave will be extended in proportion to the amount of work performed by the employee, up to a maximum of 82 weeks if one child is born in one delivery and 86 weeks if more than one child is born in one delivery (the current limits are 64 and 68 weeks, respectively).

IMPLICATIONS FOR THE EMPLOYER:

- necessity to adjust the organisation of work accordingly (e.g. establishing rules for replacing an employee-parent who is on a prolonged absence related to the use of parental leave)
- if parental leave is regulated in work regulations or other internal procedures, they will need to be adjusted accordingly

Paternity leave

Minor changes will also be made to paternity leave. In order to take care of a child, the employee-father will be able to use his paternity leave of up to two weeks until the child turns 12 months old (until now, the use of paternity leave was possible until the child turned 24 months old).

IMPLICATIONS FOR THE EMPLOYER:

- if paternity leave is regulated in work regulations or other internal procedures, they will need to be adjusted accordingly

Option to submit requests by electronic means of communication

Pursuant to amendments to the Labour Code, employees will also be able to submit a number of requests electronically that previously had to be submitted in writing; this primarily applies to requests for leave related to parenthood. This easier and less formal approach will also apply to requests submitted by the employee for remote work, where electronic form (e.g. a signed scan, e-mail or even the use of internal systems and requests) will be perfectly acceptable.

IMPLICATIONS FOR THE EMPLOYER:

- necessity to adjust the organisation of work to the collection of requests submitted electronically
- necessity to determine how requests are to be filed and stored in employee records

Changes resulting from the introduction of remote work

Remote work

Employers do not only face significant changes related to the implementation of EU directives. On 7 April 2023, a new law on remote work came into force, replacing the previous, much less flexible provisions on telework. Based on the new law, work can be performed wholly or partially at a location indicated by the employee and agreed upon each time with the employer, including at the employee's home address, in particular by using direct means of electronic communication.

Arrangements for remote work can be made:

- when entering into an employment contract or
- during the course of employment.

If remote work is agreed upon when entering into an employment contract, any changes to how the remote work is to performed will require an annex to the contract or a change notice.

If remote work is agreed upon during the course of employment, either party to the employment contract may demand the cessation of remote work and the restoration of the previous terms and conditions of work within an agreed period, not exceeding 30 days from the date of receipt of the request.

Place of remote work

It is important to note that employees are not free to decide on the place from where they will perform remote work. This place should be agreed upon with the employer in each case (in practice, most often with the employee's supervisor), otherwise the employer would not be able to carry out the inspections at the place of remote work that are permitted by the new law.

A new law on remote work replaces the previous, much less flexible provisions on telework.

Agreement or regulations
An employer that wants to allow its employees to work remotely should first set out the rules for remote work in an agreement with the trade union that operates in the employing establishment. If there is no trade union in the employing establishment, the rules should be set out in remote work regulations, which have been consulted with employee representatives. The agreement/regulations should include:

- information on the groups of employees who may perform remote work;
- rules concerning the employer's covering the costs associated with remote work;
- rules for communicating with employees who are performing remote work;
- rules concerning inspections that may be carried out by the employer, including inspections related to the performance of work by an employee, occupational health and safety, and compliance with security and data protection requirements, including procedures for the protection of personal data.

Obligation to cover costs
The employer's obligation to cover the costs associated with remote work may be (and usually is) met by the payment of a lump sum, the amount of which should correspond to the expected costs incurred by the employee in connection with the performance of remote work. When determining the amount of the lump sum, standard electricity consumption and the cost of telecommunications services should be taken into account. Other costs incurred by the employee in connection with remote work, such as the cost of heating or water consumption, may also be taken into account if their reimbursement is stipulated in the agreement or regulations. Payments made to employees to cover the costs associated with remote work do not constitute income for the employee in the meaning of the Act on Personal Income Tax.

Inspections at the place of remote work
Every employer has the right to carry out inspections of its employees' performance of remote work, occupational health and safety inspections, and inspections of compliance with security and data protection requirements, including procedures for the protection of personal data. The rules for carrying out inspections should be specified in the agreement or regulations, and the manner of carrying out inspections should be adapted to the place where the remote work is performed and the type of work, ensuring that the employee's or other people's privacy is not violated and that the proper use of the employee's home/other place of remote work is not disrupted.

If any irregularities are identified during an inspection, the employer may oblige the employee to rectify them within a specified period. If the employee fails to do so, the employer may withdraw its permission for the employee to perform remote work.

Occupational health and safety in the context of remote work
As a general rule, employers still have occupational health and safety obligations towards employees even if they perform remote work, albeit with certain exceptions.

An employer is required to prepare an occupational risk assessment for an employee performing remote work, taking into account, in particular, the impact of the work on the employee's eyesight and musculoskeletal system and the psycho-social conditions of the work. It is possible to prepare a universal occupational risk assessment to cover all remote work positions.

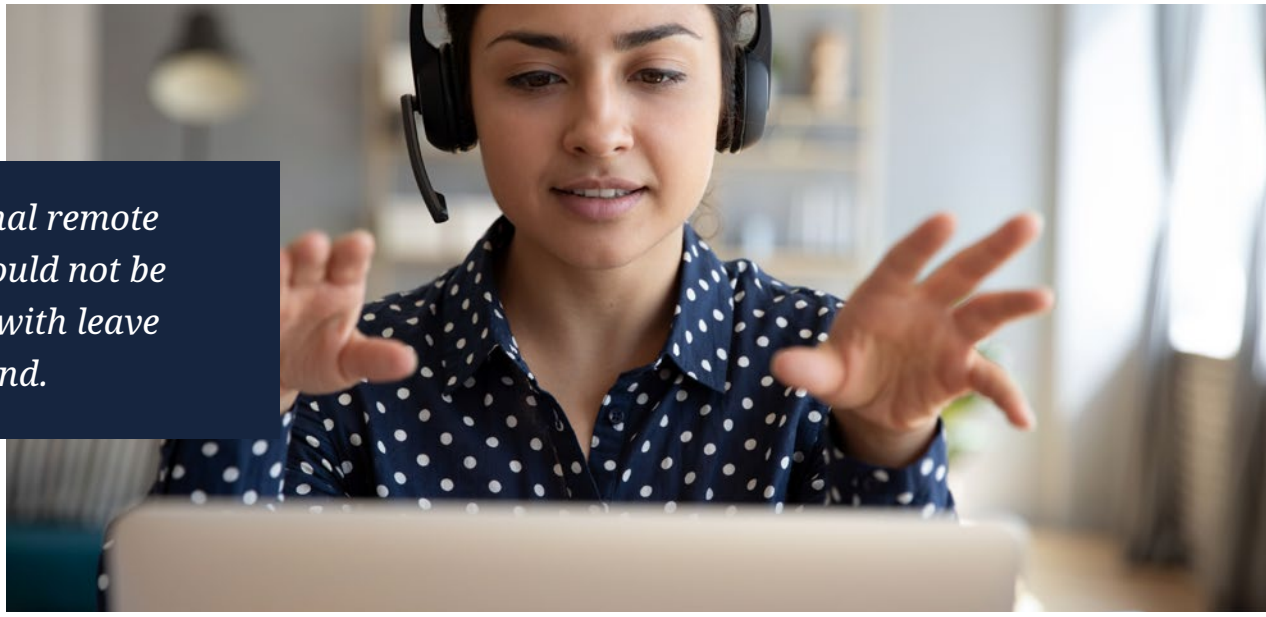
Based on the results of this assessment, the employer is obliged to prepare an occupational health and safety notice containing information on:

- how to properly organise the remote workstation, taking into account the requirements of ergonomics;
- the principles of safe and healthy remote work;
- activities to be performed after the completion of remote work;
- what to do in emergencies that pose a threat to human life or health.

Statements related to remote work
Before starting remote work under the new rules, an employee will be required to submit a number of statements:

- to confirm that the remote workstation in the place indicated by the employee and agreed upon with the employer ensures safe and healthy conditions for that work;
- to declare that he/she is familiar with the employer's occupational risk assessment and document containing information on the principles of the safe and healthy performance of remote work and undertakes to comply with them;

Occasional remote work should not be equated with leave on demand.



- to confirm that he/she is familiar with the employer's data protection procedures and undertakes to comply with them.

On the employer's part, no later than on the day an employee begins performing remote work, the employer is required to provide him/her with information about remote work arrangements, including:

- the organisational unit of the employer to which the employee's position belongs;
- the person or body responsible for cooperation with the employee and authorised to carry out inspections at the place of remote work.

Occasional remote work

Remote work can also be performed occasionally, at the employee's request, for a maximum of 24 days per calendar year. This is a solution that can work especially (but not only) in the organisations where employers, by design, have no intention of introducing regular remote work.

For the purposes of occasional remote work, employers are not required to introduce remote work regulations or pay employees a lump sum. However, they can inspect the performance of remote work under the terms agreed upon with the employee.

It is important to note that occasional remote work should not be equated with leave on demand, because the employer may refuse an employee's request for occasional remote work. However, this refusal – although this does not directly follow from the law – should have a reasonable justification.

IMPLICATIONS FOR THE EMPLOYER:

- necessity to specify the rules for performing remote work in the agreement or regulations
- necessity to determine the amount of the lump sum to cover the costs incurred in connection with remote work
- necessity to prepare an occupational risk assessment for remote employees and an occupational health and safety notice by a specialist or occupational health and safety service
- necessity to prepare template statements for employees
- necessity to prepare a document with information about remote work arrangements
- necessity to adjust the organisation of work (e.g. determining how to agree on the place of remote work each time)
- necessity to annex telework contracts
- necessity to collect and store statements made by employees
- necessity to keep records of occasional remote work

Changes resulting from the introduction of sobriety checks

Sobriety checks

As of 21 February 2023, if it is necessary to ensure the protection of life and health of employees or other persons or the protection of property, employers may carry out sobriety checks on their employees. If a sobriety check reveals the presence of alcohol in an employee's body indicating either a state of drunkenness or a state of intoxication, the employee will not be allowed to work.

Previously, the employer did not have the right to carry out these checks itself, and the suspicion that an employee was present at work in a state of intoxication always required the intervention of the police. Under the new law, police intervention will only be necessary if the employer, or an employee who is not allowed to work, requests that a sobriety check be carried out by an authorised body, or if the employer does not have the appropriate device (a breathalyser with the appropriate parameters) and therefore requests the assistance of the police.

However, sobriety checks are only permissible once the work regulations have been amended, by specifying in them the groups of employees covered by sobriety checks, the manner of carrying them out, including the type of device to be used, as well as the time and frequency at which they are carried out.

The employer must inform employees of the introduction of sobriety checks no later than two weeks before the updated work regulations come into force. Information on the employer's right to carry out sobriety checks should also be given to new employees before they are admitted to work.

IMPLICATIONS FOR THE EMPLOYER:

- necessity to amend work regulations
- necessity to provide information to employees
- necessity to expand the information provided to new employees
- necessity to check whether existing equipment meets regulatory parameters

Employers gained the right to carry out sobriety checks on their employees by themselves.

Checklist

i.e. what every employer must check in light of the new law



DOCUMENT	ACTION	DONE?
Employment contract	Check probationary period clauses, additional employment/ non-compete clauses, and salary components	☐
Information on the terms and conditions of employment	Prepare a new version based on the extended scope of information stipulated by the amendments to the Labour Code	☐
Work regulations	Check the content of the regulations to ensure they comply with the amendments to the Labour Code	☐
	Introduce provisions on sobriety checks	☐
Internal policies and procedures	Check the content of internal policies and procedures to ensure they comply with the amendments to the Labour Code	☐
New documents related to remote work	Agree on the content of an agreement with the trade union or introduce remote work regulations after consultation with employee representatives	☐
	Prepare an occupational risk assessment and an occupational health and safety notice (to be done by an occupational health and safety specialist/service)	☐
	Prepare template employee statements regarding the performance of remote work	☐
	Prepare a template document with information about remote work arrangements	☐
Telework contracts	Prepare annexes and adapt the contracts to the new law on remote work	☐
Personnel files	Create a new Part E, in which documents related to sobriety checks should be stored, if you plan to introduce them	☐

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