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ANTI-CRISIS ARRANGEMENTS IN THE POLISH LABOUR LAW SYSTEM

POROZUMIENIA ANTYKRYZYSOWE W POLSKIM SYSTEMIE POLSKIEGO PRAWA PRACY

Summary: In the conditions of economic recession that affects the financial standing of employers, social dialogue instruments that enable them to continue to function are very important. In the Polish labour law system, the main instruments are agreements that suspend the application of the provisions of labour law (Art. 9(1) of the Labour Code), and agreements made to apply conditions of employment that are less favourable than the conditions specified in the contracts of employment (Art. 23 (1a) of the Labour Code). Both these types of agreements have de lege lata the status of labour law sources as defined in Art. 9 (1) of the Labour Code, because they are based on a statutory act, and regulate the rights and obligations of the parties to the labour relationship. In both cases, in their consequences, these agreements limit the financial and social benefits for the employees.

Keywords: Anti-crisis agreements, suspension of application of sub-statutory labour law standards

Streszczenie: Artykuł jest poświęcony problematyce porozumień antykryzysowych w prawie pracy. Jego zakresem tematycznym zostały objęte porozumienia o zawieszeniu stosowania przepisów prawa pracy i o stosowaniu mniej korzystnych warunków zatrudnienia. Ponadto przedstawiono w nim problematykę zawieszania zakładowych układów zbiorowych pracy.

Słowa kluczowe: porozumienia antykryzysowe, zawieszenie układu zbiorowego pracy, standardy ustawowe a porozumienia antykryzysowe

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INTRODUCTION

"Black swans"[1], which visited Poland by the bevy in the beginning of the third decade of the twenty-first century, brought back the problem of concluding anti-crisis arrangements in labour relationships. The economic slow-down of a very complex etiology, along with the correlated strong inflation-generating processes justifies the presentation of legal instruments that are aimed at adapting the work conditions to the existing, difficult economic situation. In the collective approach, there are two main types of such arrangements, which are: the agreement suspending the application of certain provisions of labour law (Art. 9(1) of the Labour Code), and the agreement made to apply conditions of employment that are less favourable than the conditions specified in the contracts of employment (Art. 23 (1a) of the Labour Code). Both these types of agreements, hereinafter referred to as suspending or anti-crisis agreements have, *de lege lata* the status of labour law sources[2] as defined in Art. 9 (1) of the Labour Code, because they are based on a statutory act, and regulate the rights and obligations of the parties to the labour relationship[3]. Apart from the agreements specified above, it is also worth noting the legal mechanism of suspending the workplace collective labour arrangement. In all these cases, these arrangements between community representatives limit the considerations to the employees from the employer. In crisis situations that occur in labour relationships, their function justifies their holistic presentation in the normative context.

SUSPENDING THE ARRANGEMENTS

The main prerequisite for the permissibility of concluding both the discussed types of agreements[4] is the financial situation of the employer, and, specifically, its deteriora-

[1] Cf. Taleb, Nassim Nicholas, The Black Swan: the Impact of the Highly Improbable. New York, Random House, 2007, passim

[2] Cf. M. Włodarczyk [in:] System prawa pracy [*The Labour Law System*], Vol. V: *Zbiorowe prawo pracy* [*Collective Labour Law*], K.W. Baran (ed.), Warsaw 2014, p. 424 and referenced literature, L. Florek, *Porozumienia zbiorowe a umowa o pracę* [*Collective Agreements vs. the Employment Contract*] [in:] *Księga pamiątkowa w piątą rocznicę śmierci Profesora Andrzeja Kijowskiego* [*The Memorial Book on the Fifth Anniversary of Death of Professor Andrzej Kijowski*], Z. Niedbała (ed.), Warsaw 2010, p. 44 ff.;
Cf. M. Gersdorf, *Próba umiejscowienia nowych porozumień o zawieszeniu postanowień umów o pracę w polskim porządku prawnym* [*An attempt to Place New Agreements Suspending the Employment Contract in the Polish Legal System*], PiZS 2003/1, p. 11 ff.

[3] Cf. Z. Niedbała, *O niektórych kontrowersjach wokół porozumień zbiorowych jako źródeł prawa pracy* [*On Certain Controversies Concerning Collective Agreements as Sources of Labour Law*] [in:] *Człowiek, obywatel, pracownik. Studia z zakresu prawa. Księga jubileuszowa poświęcona Profesor Urszuli Jackowiak* [*The Individual, the Citizen, the Employee. Studies in Law. Anniversary Book dedicated to Professor Urszula Jackowiak*], J. Stelina, A. Wypych-Żywicka (ed.), GSP 2007, p. 167 ff.; Z. Niedbała, Warsaw 2010, p. 44.

[4] Cf. K. Rączka, *Porozumienia zawieszające przepisy prawa pracy* [*Agreements Suspending the Provisions of Labour Law*], PiZS 2002/11, p. 26 ff.; R. Sadlik, *Porozumienia czasowo zawieszające uprawnienia pracowników* [*Agreements Temporarily Suspending the Rights of Employees*], MPP 2009/2, p. 80 ff.; J. Stelina, *Nowe instytucje w prawie pracy* [*New Institutions in Labour Law*], PiZS 2002/11, p. 19 ff.; M. Włodarczyk

tion. At the same time, the reasons for such deterioration are not important. They may origin either from improper management of the enterprise by default of the employer (e.g. losses that result from the conclusion of adverse currency options) or from objective circumstances beyond the control of the employer. The latter case may include a whole set of varied factors, including financial and economic ones (e.g. an economic recession that results in decreasing demand for products or services, increasing costs of loans caused by growing inflation rate), political and social factors (e.g. economic sanctions imposed on an importer of goods or an illegal strike), as well as fortuitous events (such as the pandemic, a natural disaster or catastrophe). Each of them may significantly affect the financial standing of the employer. The above remarks also apply, mutatis mutandi, to the suspension of the workplace collective labour arrangement, as stipulated in the literal wording of Art. 241(27) of the Labour Code.

However, the subjects of both categories of the discussed agreements are different. More specifically, the subject of a suspending agreement under Art. 9 (1) § 1 of the Labour Code may be only non-statutory sources of labour law[5]. This provision does not apply to statutory and executive acts (e.g. ordinances), i.e. to commonly binding standards. The systemic interpretation also supports the adoption of an interpretation, according to which the provisions of ratified international agreements must not be suspended, either. A contrario, this means that only specific sources of labour law, such as: collective labour arrangements, other collective agreements, by-laws[6] and statutes, if they regulate the rights and obligations of the parties to an employment relationship, may be subject to suspension. Moreover, regulations other than the provisions that determine the obligation-based status of the parties to the employment relationship in the specific sources of labour law cannot be suspended in the manner foreseen in Art. 9 (1) of the Labour Code, either. Some examples include the social rights granted to the staff as a workers' collective, or to trade unions and participation structures.

In the light of the interpretation of Art. 9 (1) of the Labour Code, the problem arises, whether the parties may replace the suspended provisions by other (likely less beneficial, as one may expect) regulations concerning the rights and obligations of the parties to the employment relationship. This question should be answered in an affirmative way, although such possibility is not directly provided in the analysed regulation. The proposed interpretation option has its normative roots in the provisions of Art. 59, item 2 of the Constitution of the Republic of Poland that guarantees the right to enter into agreements and arrangements. Thus, based on the rule

[in:] *Zarys sytemu prawa pracy* [*An Outline of the Labour Law System*], Vol. 1, K.W. Baran (ed.), p. 442 ff.

[5] K.W. Baran [in:] *Kodeks pracy. Komentarz* [*The Labour Code. Commentary*], K.W. Baran (ed.), Warsaw 2022, Vol. 1, pp. 102-103.

[6] Cf. decision of the Supreme Court of the 21.11.2018r, I PK 64/18 Lex No. 2580197 and the decision of the Supreme Court of the 23.10.2018 r., I PK 46/18, LEX No. 2580197.

in favorem libertatis omnia iura clamant (the law always supports freedom), such possibility should be accepted in practical industrial relationships, provided that the new conditions will not violate the statutory standards. Moreover, it seems justified to claim that the rights of the parties specified in such agreement will have the nature of claims, and thus that they may be pursued in the labour court.

Article 9 (1) of the Labour Code does not define the exact content of an agreement suspending certain provisions of labour law. However, the parties should specify in the agreement, which specific sources of labour law that are binding at the employer are suspended, and to what extent. This last remark also applies to the temporal aspect. Paragraph 3 of the analysed provision introduces a three-year period of suspension. This is a maximum period, which means that it is inacceptable to suspend the application of the provisions of labour law for a longer time. If the parties violate this directive and agree on a longer period, it should be considered that the agreement shall expire 3 years after the date of conclusion, and the suspended specific sources of labour law shall be reactivated ex lege.

It is inacceptable to prolong the period of the agreement to exceed the period foreseen in Art. 9 (1) § 3 of the Labour Code by concluding an annex. If such situation occurs after the statutory period has lapsed, both the agreement and the annex shall become invalid. Similar mechanisms are applied to the agreement specified in Art. 23 (1a) of the Labour Code.

To continue the discussion, it is worth noting that the subject of the agreement defined in Art. 23 (1a) of the Labour Code may be only the provisions of the employment contract[7], regardless of whether it has been concluded for a definite or indefinite period. It is also doubtless that the directive provided in Art. 23 (1a) § 1 of the Labour Code also applies to cooperative employment contracts and to agreements concluded with minor and temporary employees. However, the provision is not applicable to non-contractual acts that establish an employment relationship (such as an appointment or election). The objective scope of the agreement under Art. 23 (1a) of the Labour Code may include all the more beneficial contractual provisions. However, a fortiori, there are no reasons that would prevent the parties from specifying only some of them. As a result of repealing the obliging provisions, according to the principle of benefit, the employment relationship is governed by specific and common sources of labour law, unless the first ones have also been suspended pursuant to Art. 9 (1) of the Labour Code. In such event, the relationship between the employee and the employer are regulated by statutory norms.

[7] K.W. Baran [in:] *Kodeks pracy. Komentarz* [*The Labour Code. Commentary*], K.W. Baran (ed.), Warsaw 2022, Vol. 1, p. 334.

THE SUBJECTIVE ASPECT OF THE AGREEMENTS

An issue that requires more detailed analysis is the subjective aspect of both categories of agreements[8]. The starting point for the analysis of this issue is the claim that an agreement suspending the provisions of labour law is bilateral. De lege lata, it is doubtless that one of the parties is the employer, as defined in Art. 3 of the Labour Code. The employer is also subject to the provisions on employer representation under Art. 3 (1) of the Labour Code. Here, it is worth mentioning that a party to the agreement under Art. 23 (1a) of the Labour Code may be only an employer that is not party to a collective arrangement or that employs fewer than 20 employees. The conclusion that this applies both to an intra-corporate and inter-corporate collective labour arrangement may be drawn from the lege non distinguente argument. In practice, this means that an employer who is subject to a collective arrangement cannot be a party to the said agreement in any case, regardless of the number of employees. This provision is not applicable natura rerum to "non-labour" arrangements. Pursuant to Art. 23 (1a) of the Labour Code, the agreement in question may be concluded by an employer who employs fewer than 20 workers. This number refers to all employed employees, regardless of the basis of their employment relationship. As for contract labourers, also those employed based on fixed-term agreements should be included in the number of employees. From the normative point of view, it does not matter whether the employees are employed on a full-time or a part-time basis and what functions they perform. However, the number of 20 employees specified in the analysed regulation does not include employees "rented" by the user employer from a temporary employment agency and individual who perform work based on non-employment relationships.

As far as the second party to a suspending agreement is concerned, there are certain doubts that arise in practice. In this matter, the relevant provisions grant priority to trade unions, or, more specifically, to a trade union organisation that represents the employees. In compliance with the a cohaerentia directive, this term should be interpreted in the light of the provisions of Art. 238 § 1 item 2 of the Labour Code. Although in the literal wording it is applicable only to collective labour arrangements, in my opinion it is acceptable to apply it ab exemplo to both types of suspending agreements analysed in this study.

The standards of labour law also grant subsidiary competences to enter into both categories of suspending agreements to non-trade union representation of employees.

[8] Cf. A. Dral, *Zasady zawierania porozumień o stosowaniu przepisów prawa pracy i porozumień o stosowaniu mniej korzystnych warunków zatrudnienia* [*The Principles of Concluding Agreements on the Application of the Provisions of Labour Law and Agreements on the Application of Less Favourable Employment Conditions*] [in:] *Jedność w różnorodności. Studia z zakresu prawa pracy, zabezpieczenia społecznego i polityki społecznej. Księga pamiątkowa dedykowana Profesorowi Wojciechowi Muszalskiemu* [*Unity in Diversity. Studies in Labour Law, Social Security and Social Policy. Memorial Book dedicated to Professor Wojciech Muszalski*], A. Patulski, K. Walczak (ed.), Warsaw 2009, p. 272 ff.

This mechanism may be applied if the employer is not covered by the scope of activities of a trade union organisation. In practice, such situation occurs not only when there are no trade union organisations functioning at the work establishment, but also if they are functioning, but are deprived of their rights by virtue of law, e.g. under Art. 25 (1) item 9 of the Act on Trade Unions)[9]. The binding provisions of the Labour Code do not specify the non-trade union organisations that have the competences to enter into agreements that suspend the application of the provisions of labour law. They are only required to comply with the manner adopted by the employer. Thus, such agreements may be concluded on the bilateral or even multilateral plane, as a result of negotiations with participation organs, or they may be defined unilaterally by the employer. However, the considerations of purpose, supported by the constitutional principles of social dialogue, support the first of these variants. In this context, the problem arises whether the workers' council may be a party to the suspending agreement. In my opinion, the answer to this question should be affirmative, as, in industrial relations, these are the most representative bodies, because they are elected by the whole staff of the work establishment. The statutory mode of their appointment grants more powers to them than to representatives who are ad hoc designated by the employer. De lege lata this may take place as part of the participation agreement that is foreseen in Art. 14, item 2 (5) of the Act on Informing and Consulting Employees, or even Art. 5, item 1 (1) of the Act on Informing and Consulting Employees. Analogically, I accept the possibility to define the competences related to entering into suspending agreements with other non-trade union participation organs.

CONCLUDING SUSPENDING AGREEMENTS

The provisions of the Labour Code that regulate the issue of concluding suspending agreements (Art. 9 (1) and Art. 23 (1a) do not specify the procedure of entering into the analysed suspending agreements[10]. In practice, this means that the parties may freely decide on the manner of conducting the procedure.

The only exceptions are commonly binding statutory regulations. In this matter, the provisions of Art. 30, items 4 and 5 of the Act on Trade Unions, which define the mechanisms of creating a joint trade union representation in the conditions of pluralism, are particularly important. As far as suspending agreements concerned, the norms of the Code specify neither the principles of initiating negotiations, the manner of conduct-

[9] Cf. K.W. Baran, *Z problematyki liczebności zakładowej organizacji związkowej* [*On the problem of the Size of the Workplace Trade Union Organisation*], MPP 2019/5, p. 10; J. Żołyński, *Sądowa kontrola liczebności członków związku zawodowego – uwagi krytyczne* [*Court Control of the Size of the Trade Union. Critical Remarks*], MPP 2019/5, p. 13 ff.

[10] Cf. G. Goździewicz, *Dylematy związane z porozumieniami zbiorowymi zawieszającymi uprawnienia pracownicze* [*Dilemmas Concerning the Collective Agreements Suspending the Rights of Employees*] [in:] *Księga jubileuszowa poświęcona Profesor Urszuli Jackowiak* [*Anniversary Book dedicated to Professor Urszula Jackowiak*], J. Stelina, A. Wypych-Żywicka (ed.), GSP 2007, p. 106 ff.;

ing them, nor the duration. This matter is governed by the principle of the freedom of association, so it is the parties who determine these conditions, depending on their needs and on the circumstances. The labour courts are not competent to control the course of negotiations, apart from respecting the statutory standards.

Articles 9 (1) and 23 (1a) of the Labour Code do not specify the form of concluding suspending agreements. However, praxeological considerations favour the written formula. Another important argument that supports this interpretation is the need to preserve the certainty of law in industrial relationships (verba volant, scripta manent). However, it should be noted here that agreements that are concluded in a different form (e.g. electronic) are not invalid[11].

After entering into a suspending agreement, the employer is obliged to submit it to the competent regional labour inspector. The provisions of Article 9 (1) § 4 of the Labour Code and, applied accordingly, Art. 23 (1a) para. 2 of the Labour Code do not specify the time or the form in which it should be submitted. As for the time, I represent the view that it should be submitted immediately, i.e. as quickly as possible in the course of normal activity. On the other hand, as far as the form is concerned, I also accept other forms than the written form (e.g. by e-mail) or any other form that enables the labour inspection authorities to be informed about the content of the agreement.

Unlike collective labour arrangements, agreements that suspend the application of the provisions of labour law are not subject to mandatory registration. Thus, the obligation to inform the National Labour Inspectorate is established only for informational purposes. Neglecting this duty does not affect the validity of the agreement.

The implementation of suspending agreements leads to a deterioration of the employee's situation, and thus generates a question about the need to use a termination changing the terms conditions of work. Due to the fact that Art. 9 (1) § 3, taken together with Art. 23(1) para. 2 of the Labour Code refer to the adequate application of Art. 241 (27) § 3 of the Labour Code, in such situation, the employer is not obliged to use the termination changing the conditions or work and/or pay under Art. 42 § 1–3 of the Labour Code. This also applies to employees who are subject to special protection (e.g. in the pre-retirement period). This conclusion is supported by the lege non distinguente argument. Here, it is additionally worth noting that the suspension of the application of specific labour law standards must not lead to a situation in which the employment conditions would be less favourable that standards of the statutory rank, especially those provided in the Code.

Pursuant to the *pacta sunt servanda* directive, a suspending agreement cannot be modified unilaterally, by the decision of any of the parties. If a need emerges to change it, it is necessary to reapply the rules foreseen in Art. 9 (1) or 23 (1a) of

[11] K.W. Baran [in:] *Kodeks pracy. Komentarz* [*The Labour Code. Commentary*], K.W. Baran (ed.), Warsaw 2022, Vol. 1, pp. 105-106.

the Labour Code. If the social partners have concluded an annex to the agreement, such annex constitutes an integral part thereof. General collision directives should be applied to settle any potential discrepancies. Those authorised to interpret the agreement are the parties thereto, pursuant to the principle *eius est interpretari legem, cuius est condere* (Whoever is authorized to establish the law is authorized to interpret it). In an individual dispute, it may also be interpreted by the labour court, on terms similar to those that apply to collective labour arrangements.

Neither Art. 9(1) nor Art. 23 (1a) of the Labour Code foresee a termination of the suspending agreement. However, in my opinion, the parties may, pursuant to the constitutional principle of freedom of association, include a relevant clause, for example modelled on the clause provided in Art. 24 (17) § 3 of the Labour Code. Due to the definite period of the discussed agreement, it is however inacceptable to use the provision per analogiam, if the relevant provision has not been included in the agreement. On the other hand, there are no legal obstacles that would prevent the parties from agreeing on the early termination of the validity of the agreement. This view is based on the principle eius est tollere legem, cuius est condere (Whoever is authorized to establish the law is authorized to repeal it).

The issue, whether one may demand to determine the invalidity of crisis agreements under Art. 189 of the Code of Civil Procedure due to the fact that they are contradictory to imperative or semi-imperative standards of labour law, remains an important practical problem. I am of the opinion that these cases must not be settled in court, as the labour courts are not authorised to settle the disputes concerning the validity of autonomous sources of labour law, because they do not have the status of a civil case as defined in Art. 1 of the Civil Procedure Code.

However, this does not mean that the courts cannot analyse the lawfulness of its specific provisions in cases of claims pursued by individual employees, if the provisions are violated by the employer.

Moreover, the mutual hierarchic relations have not been defined precisely in the specific sources of labour law[12]. The Labour Code standards do not define the "internal" relation between the sources of suspending agreements. As a result, it should be assumed that on the super-individual plane they have the same legal effect. In practice, this means that if no objective conflict exists between them, then the provisions of both acts should be applied. However, if such conflict exists, general collision directives of the second and third degree should be applied.

[12] Cf. G. Goździewicz, *Charakter porozumień zbiorowych w prawie pracy* [*The Nature of Collective Agreements in Labour Law*], PiZS 1998/3, p. 18 ff.; Z. Salwa, *Porozumienia zbiorowe jako źródła prawa pracy* [*Collective Agreements as a Source of Labour Law*] [in:] *Prawo pracy. Z aktualnych zagadnień* [*Labour Law. Current Issues*], W. Sanetra (ed.), Białystok 1999, p. 28 ff.

SUSPENSION OF THE WORKPLACE COLLECTIVE LABOUR ARRANGEMENT

Another important anti-crisis mechanism is the suspension of the workplace collective labour arrangement pursuant to the provisions of Art.241 (27) of the Labour Code[13]. The parties to such agreement may conclude an agreement in this matter to suspend the arrangement in whole or in part, but only for a period not exceeding three years. The principle of contractual freedom also allows to suspend the inter-corporate collective labour arrangement by one specific employer. To the objective extent, the contractual rights are not applied to employees for the period specified in the arrangement, which allows the employer to save financial expenses. However, it is worth noting here that the conditions of employment of employees cannot be less beneficial than the provisions of labour law. After the expiration of the suspension period, the rights under the collective agreement are reactivated *ex lege*.

CONCLUSION

In conclusion, it seems justified to conclude that anti-crisis agreements that suspend the application of certain provisions of labour law or of employment contracts may prove to be a useful tool to protect the interests of the employer in the conditions of deterioration of its financial standing. Here it is also worth noting that they also indirectly protect the interest of employees, as they maintain the statutory standards of protection. As a result, they are an element that helps maintain the homeostasis in widely understood labour relationships and is based on the dialogue between social partners.

Bibliography

Baran K.W., *Z problematyki liczebności zakładowej organizacji związkowej* [*On the problem of the Size of the Workplace Trade Union Organisation*], MPP 2019/5.

Baran K.W. [in:] *Kodeks pracy. Komentarz* [*The Labour Code. Commentary*], K.W. Baran (ed.), Warsaw 2022, Vol. 1.

Dral A., *Zasady zawierania porozumień o stosowaniu przepisów prawa pracy i porozumień o stosowaniu mniej korzystnych warunków zatrudnienia* [*The Principles of Concluding Agreements on the Application of the Provisions of Labour Law and Agreements on the Application of Less Favourable Employment Conditions*] [in:] *Jedność w różnorodności. Studia z zakresu prawa pracy, zabezpieczenia społecznego i polityki społecznej. Księga pamiątkowa dedykowana Profesorowi Wojciechowi Muszalskiemu* [*Unity in Diversity. Studies in La-*

[13] Cf. M. Gładoch [in:] *Kodeks pracy. Komentarz* [*The Labour Code. Commentary*], A. Sobczyk (ed.), Warsaw 2023, pp. 1019-2021.

bour Law, Social Security and Social Policy. Memorial Book dedicated to Professor Wojciech Muszalski], A. Patulski, K. Walczak (ed.), Warsaw 2009.

Florek L., *Porozumienia zbiorowe a umowa o pracę* [*Collective Agreements vs. the Employment Contract*] [in:] *Księga pamiątkowa w piątą rocznicę śmierci Profesora Andrzeja Kijowskiego* [*The Memorial Book on the Fifth Anniversary of Death of Professor Andrzej Kijowski*], Z. Niedbała (ed.), Warsaw 2010.

Gersdorf M., *Próba umiejscowienia nowych porozumień o zawieszeniu postanowień umów o pracę w polskim porządku prawnym* [*An attempt to Place New Agreements Suspending the Employment Contract in the Polish Legal System*], PiZS 2003/1.

Gładoch M. [in:] *Kodeks pracy. Komentarz* [*The Labour Code. Commentary*], A. Sobczyk (ed.), Warsaw 2023.

Goździewicz G., *Charakter porozumień zbiorowych w prawie pracy* [*The Nature of Collective Agreements in Labour Law*], PiZS 1998/3.

Goździewicz G., *Dylematy związane z porozumieniami zbiorowymi zawieszającymi uprawnienia pracownicze* [*Dilemmas Concerning the Collective Agreements Suspending the Rights of Employees*] [in:] *Księga jubileuszowa poświęcona Profesor Urszuli Jackowiak* [*Anniversary Book dedicated to Professor Urszula Jackowiak*], J. Stelina, A. Wypych-Żywicka (ed.), GSP 2007.

Niedbała Z., *O niektórych kontrowersjach wokół porozumień zbiorowych jako źródeł prawa pracy* [*On Certain Controversies Concerning Collective Agreements as Sources of Labour Law*] [in:] *Człowiek, obywatel, pracownik. Studia z zakresu prawa. Księga jubileuszowa poświęcona Profesor Urszuli Jackowiak* [*The Individual, the Citizen, the Employee. Studies in Law. Anniversary Book dedicated to Professor Urszula Jackowiak*], J. Stelina, A. Wypych-Żywicka (ed.), GSP 2007.

Rączka K., *Porozumienia zawieszające przepisy prawa pracy* [*Agreements Suspending the Provisions of Labour Law*], PiZS 2002/11.

Salwa Z., *Porozumienia zbiorowe jako źródła prawa pracy* [*Collective Agreements as a Source of Labour Law*] [in:] *Prawo pracy. Z aktualnych zagadnień* [*Labour Law. Current Issues*], W. Sanetra (ed.), Białystok 1999.

Stelina J., *Nowe instytucje w prawie pracy* [*New Institutions in Labour Law*], PiZS 2002/11.

Taleb N.N., *The Black Swan: the Impact of the Highly Improbable*, New York, Random House, 2007.

Włodarczyk M. [in:] System prawa pracy [*The Labour Law System*], Vol. V: *Zbiorowe prawo pracy* [*Collective Labour Law*], K.W. Baran (ed.), Warsaw 2014.

Żołyński J., *Sądowa kontrola liczebności członków związku zawodowego – uwagi krytyczne* [*Court Control of the Size of the Trade Union. Critical Remarks*], MPP 2019/5.