

Responsibility for inventory shortages – the most important things to know

According to the general rule of Act I of 2012 on the Labor Code (hereinafter referred to as "Labor Code"), the employee shall be liable for lack of inventory, regardless of his fault."

This strict rule is explained in the legal literature by the fact that since inventory liability exists for a deficiency the cause of which is unknown, liability is not conditional on the fault of the employee or on the causal link between the employee's conduct and the absence. Thus, if all the conditions for inventory liability are met, the risk of inventory shortages occurring is borne by the employee.

Inventory liability can only be enforced if the following conditions are jointly met:

- conclusion of an inventory liability agreement,
- proper delivery and receipt of inventory,
- the identification of inventory shortages on the basis of an inventory taking of the entire inventory, carried out in accordance with the inventory schedule, and
- work at the relevant place of work for at least half of the inventory period.

It is also important to know if the inventory is also managed by an employee who is not responsible for the inventory shortage, i.e. has not entered into an agreement or does not meet any other condition specified above. An employee with inventory responsibility must give written consent to the employment of that other employee. If this condition is not met, the employee with inventory liability shall be liable up to a maximum of six months' absence pay. Thus, according to the provisions of the Labor Code, the general rule for reimbursement of inventory shortages – under the above conditions – is that the employee managing the inventory alone is obliged to compensate for the entire damage (lack of inventory). However, judicial practice nuances this general rule insofar as it examines all the circumstances of the case, so that any inadequate performance of the employer's obligations regarding safe custody may reduce the extent of liability or compensation. An inventory liability agreement may also limit the amount of damages. The amount of compensation is also limited in the case of group inventory liability, as it cannot exceed the 6-month total amount of the absence allowance of the employees belonging to the group. However, the collective agreement may still set the amount of compensation at a higher amount. A group inventory liability agreement may specify the distribution of compensation between employees. In the absence of such a provision, compensation is distributed among several workers on a pro-rata basis (in proportion to the absence pay).

Enforcement of liability for inventory shortages

When determining the amount of compensation payable by the employee, the employer acts at its discretion, therefore the general rules for enforcing an employer's compensation claim must be applied with the provision that the claim cannot be enforced beyond sixty days after the completion of the inventory collection.



The time limit is preclusive, there is no room for exemption. In the case of criminal proceedings, this time limit shall be thirty days and shall begin on the day following notification of the final decision of the court terminating the criminal proceedings and the decision of the public prosecutor's office or the investigating authority terminating proceedings which are not open to further appeal.

Finally, it is important to emphasize that, in order for the employee to be held fully liable as described above, the employer must also specify, inter alia, the manner and rules for handing over and receiving the inventory, the procedure for determining the inventory shortage or inventory liability, the employer's obligations to ensure the safe preservation of the inventory, and the employee must be informed of all this in writing by concluding an inventory liability agreement or before the start of the inventory period.