



Legal Alert

13 March 2020

Weinhold Legal

Slovak Government Special measures and employer options

In relation to COVID-19, the Slovak Government declared an **extraordinary situation, effective since Thursday 12, 2020, 6:00 a.m.** Following the declaration of the extraordinary situation, at its meeting on March 12, 2020, the Central Crisis Staff adopted measures, a summary of which is published on this [website](#).

Following are some of the most significant measures:

- ▶ compulsory 14-day quarantine for all who return from abroad;
- ▶ since Friday 13, 2020, 7:00 a.m. closure of ski resorts, water parks, wellness centers, spas, entertainment venues, bars, discos, fitness centers, cultural facilities;
- ▶ during the weekend of March 14 and 15, 2020, closure of shopping centers with the exception of grocery, pharmacy and drugstores; hotels and restaurants will remain open;
- ▶ since Monday, March 16, 2020, closure of all pre-school, school and leisure facilities for children.

In the light of these governmental measures, the question arises as to what legal measures are available to Slovak employers from the perspective of labour law to mitigate the impact of these extraordinary measures which could lead to significant financial losses.

If the employer loses the opportunity to employ an employee for reasons other than adverse climatic influences or technical or organizational deficiencies in the organization of the employer's work (e.g. for machines failure or errors in working documents), such situation, arising out of objective reasons (not caused by the employer), will be qualified as **another obstacle to the employer's obligation to provide the**

employee with wages/salary as a rule in the amount of his/her average earnings.

In order to minimize, at least in part, the negative financial consequences resulting from this legislation, an employer may consider applying the following measures while meeting the statutory requirements:

1. Lower wages/salary reimbursement in the event of another obstacle on the part of the employer

If an employer has defined serious operational reasons covering the current state of emergency and the result of which is that the employer cannot allocate work to the employee in a written agreement with employees' representatives, this constitutes an obstacle to the work of the employer, for which the employee is entitled to receive 60% of his average earnings. Such an agreement cannot be replaced by an employer's decision or agreement with individual employees.

2. Collective holiday

The employer may, in agreement with the employees' representatives, determine collective holiday taking, if necessary for operational reasons, which the situation caused by COVID-19 disease and the extraordinary measures adopted by the Government of the Slovak Republic may be so considered. If employees' representatives are not in place, the employer may order collective holiday taking without the consent of employees, for a maximum period of two weeks.

3. Compensatory leave taking

The employer may have an agreement with individual employees to provide compensatory leave for overtime work. Such employees are entitled to compensatory leave which they have not yet used up. An employer may come to an agreement with them (written form is recommended for evidence purposes), so that such employees can take

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compensatory leave during the closure of the employer's operation due to a quarantine public health protection measure.

4. Use of working time account

If the employer has introduced a working time account, the employer will pay the agreed wage regardless of the number of hours worked, even if the employee does not work at all. However, after the elimination of obstacles to work, the employee will be obliged to complete the working deficit under the statutory conditions without entitlement to increased remuneration.

An employer can introduce a working time account only through a collective agreement or agreement with employee's representatives. The agreement on the opening of a working time account must be in writing. The agreement cannot be replaced by the employer's decision or by the consent of individual employees. The working time account also entails certain risks for the employer if the employee does not work in the compensatory period during the adjustment period and terminates the employment relationship with the employer.

5. Work from home

An employee may carry out work from home, unless the nature of the work precludes it, and the employee agrees.

6. Obstacles for reasons of general interest

If some of the employer's employees are in quarantine, they treat a sick family member or take care of a child under the age of ten, who cannot be for serious reasons in the care of a childcare institution or school due to the threat of COVID-19 (based on the above-mentioned emergency measures of the government), this is an obstacle in the work of these employees for reasons of the general interest, for which they are entitled to income compensation during the first 10

calendar days of quarantine from the employer under the Act on Compensation of Income in Case of Temporary Incapacity to Work, i.e. as a rule, for the first three days, 25% of the daily assessment base (simply expressed as the average gross wage of an employee per calendar day) from the fourth to the tenth day 55% of the daily assessment base and subsequently 55% of the daily assessment base from the Social Insurance Agency.

This information in this bulletin is correct to the best of our knowledge and belief at the time of going to press. Specific advice should be sought, however, before investment and other decisions are made.

Nor should the information in this bulletin be considered an exhaustive description of the given matter and its possible ramifications. We also note that legal opinion varies regarding some of the issues raised in this bulletin due to ambiguities in the relevant provisions. Thus, it is possible that an interpretation other than the one presented here will prevail in future.

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