



SK Legal Alert

January 2023

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Labour Law News

Act No. 311/2006 Coll., the Labour Code ("**Labour Code**") has undergone several changes in recent months, as a result of the adoption of amending Act No. 350/2022 Coll. and No. 248/2022 Coll. In June 2023, another amendment to the Labour Code, Act No. 1/2023 Coll., approved by the National Assembly of the Slovak Republic on 7 December 2022, will enter into force. The most significant of the above changes are summarised below.

Amendments effective as of 1 November 2022

Documents Delivery

The Labour Code Amendments have affected the delivery of employer's documents relating to the establishment, change and termination of the employment relationship or the establishment, change and termination of the employee's obligations arising from the employment contract. In case of documents delivery via registered mail "to the addressee only" employer may not specify a pickup period for the shipment of less than 10 days.

Form of Information Provision

The new section 38a of the Labour Code stipulates that information provided in writing under this Act or any other employment law shall be provided by the employer to the employee in paper form. The employer may also provide written information in electronic form, but only if the following conditions relating to the electronic form of the information are met:

- ▶ the employee has access to it;
- ▶ the employee can save and print it;
- ▶ the employer shall keep proof of its transmission or receipt.

Should the Labour Code or other regulation require the information or a response to a request/complaint to be in paper written form, it will have to be kept.

Employment Contract and Provision of Information on Terms and Conditions of Employment

The wording of the Labour Code in force until 31 October 2022 regulated the so-called essential elements, regular elements and required components of the employment contract.

As of November 2022, only the following essentials constitute compulsory elements of an employment contract, without which an employment contract would not come to existence:

- ▶ type of work and its brief description;
- ▶ place or places of work or the rule that the place of work is determined by the employee;
- ▶ date of work commencement; and
- ▶ wage conditions.

In case of other terms and conditions of employment, the employer has the choice of providing these terms and conditions to the employee in the form of written information or agreeing them with the employee in the employment contract as additional terms and conditions of employment.

If the employer does not agree on other terms and conditions of employment with the employee in the employment contract, the employer is obliged to provide the employee with a written information containing the following data:

- ▶ method of determining the place of work or designation of the main place of work if several places of work are agreed in the employment contract;
- ▶ determined weekly working time, method and rules for distribution of working time, including pre-scheduled working days and compensation period, the extent and time of breaks, continuous daily rest and continuous weekly rest, rules for overtime work, including wage compensation for overtime work;
- ▶ wages due date and payment dates;
- ▶ amount of leave or the method of determining it;
- ▶ rules for termination of employment, the length of the notice period or the method of determining it if it is not known at the time the information is provided, the time



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limit for bringing an action for a declaration that the termination of employment is null and void;

- ▶ right to training provided by the employer, if any, and its extent.

The employer shall provide the employee with written information containing the first three items of information within seven days of the commencement of the employment relationship. The other information must be provided by the employer within 4 weeks of the commencement of the employment relationship.

If the employee's employment relationship commenced before 1 November 2022, the employer is obliged to provide written information to the above extent only if the following conditions are cumulatively met:

- ▶ the employee requests the disclosure; and
- ▶ the disclosure of the data by the employer did not take place under the regulations in force before 31 October.

Employment Contract and Written Information when Working outside the Slovak Republic

The scope of information obligations of an employer whose employee performs work outside the territory of the Slovak Republic is broader than when performing work in Slovakia.

The employer is also obliged to agree with the employee in the employment contract the place of work performance in the state(s) outside the territory of the Slovak Republic and the period of work performance in that state(s).

The employer is also obliged to provide the employee with written information on the currency in which the wages or part thereof will be paid, details of other benefits in money or in kind, and details of whether the employee's repatriation is provided and what conditions apply to it. The employer is obliged to provide such written information to the extent that the employment contract does not contain such information and before the employee leaves for work outside the territory of the Slovak Republic.

The obligation to provide written information shall not apply to the performance of work abroad for a duration not exceeding four consecutive weeks.

Amendments to Agreements on Work Performed outside Employment Relationship

As of November 2022, provisions governing the essentials of an employment contract and the employer's information obligations on the terms and conditions of employees' employment relationship apply mutatis mutandis to employment relationships based on agreements on work performed outside the employment relationship provided that the average weekly working time exceeds three hours over a period of four consecutive weeks.

The period for providing information, which, as in the case of employees in an employment relationship, shall be seven days or four weeks, shall begin on the day following the day on which the average weekly working time exceeds the said average weekly working time.

The employer is also newly obliged to provide employees with written information on the days and periods during which the employee may be required to perform work and on the period within which the employee is to be informed of the performance of work before the work commences, when concluding a contract for the performance of work, an agreement on temporary work for students or an agreement on work activity. However, that period shall not be less than 24 hours.

If there is a change in the information communicated, the employer shall provide the employee with written information on the change no later than on the date on which the specific change takes effect.

The employee is not obliged to perform the work required by the employer contrary to the written information or contrary to the notified change.

The above obligations do not apply to the employer if:

- ▶ the beginning and end of working time and the timetable



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for shifts are determined by agreement with the employees' representatives, are announced in writing at a place at the employer's premises which is accessible to the employee and are communicated to the employee at least one week in advance and with effect for at least one week;

- ▶ agree with the employee that the employee shall arrange his or her own working time; or
- ▶ the average weekly working time shall not exceed three hours in any period of four consecutive weeks.

Probationary Period for Fixed-term Employment Relationship

The amendment to the Labour Code has also affected the provisions on probationary period.

The previous wording of the Labour Code did not limit the length of the probationary period, which by default is no longer than 3 months, or 6 months in the case of a senior employee under the direct management responsibility of a statutory body or a member of a statutory body and a senior employee who is under the direct management responsibility of that senior employee.

However, under the current regulation, in the case of fixed-term employment relationships, the duration of the probationary period is limited so that its length may not exceed half of the agreed duration of the employment relationship, subject to the maximum length of the probationary period referred to above.

Severance Pay and Retirement Benefit in the Event of Employee's Death

In cases where the termination of the employment relationship by employee's death precedes the termination of the employment relationship with the employee's entitlement to severance pay and/or retirement benefit, the date of termination of the employment relationship shall be deemed to be the date of the employee's death and the employee shall thus, contrary to the previous legislation, be entitled to severance

pay and/or retirement benefit.

Parents' Rights in relation to Flexible Work Forms

The amendment to the Labour Code has also introduced an obligation for the employer to provide a woman or a man caring for a child under 8 years of age with a written reasoned response to their request for permanent work from home, telework or occasional „home office“ for the purpose of childcare, if the employer has not complied with such a request within a reasonable period of time.

Paternity Leave and Parental Protection

The term "parental leave under Section 166 (1) of the Labour Code" has been replaced by the term "paternity leave" and the protection of the employee as a (future) father in connection with the termination of his employment by the employer has been increased. For example, the employer may not give notice of termination to the employee - the (future) father during the protection period, i.e. from the notification of the expected date of commencement of paternity leave by the employee, but no earlier than 6 weeks preceding the expected date of childbirth until the date of termination of the paternity leave.

During the probationary period, the employer may terminate the employment of an employee on paternity leave only in exceptional cases unrelated to the care for the born child. The employer must give proper reasons in writing for terminating the employment relationship during the probationary period. In the absence of such justification, the termination shall not be valid.

Amendments effective as of 1 January 2023

From 1 January this year, the Labour Code governs a special subtype of agreement on work activity - **an agreement on seasonal work activity**. Under this agreement, it is possible to carry out work activity for a maximum of 520 hours per

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calendar year¹ if it is seasonal work.

Seasonal work for the purposes of a seasonal work activity agreement is a work activity:

- ▶ dependent on the change of seasons,
- ▶ recurring each year,
- ▶ not exceeding eight months in any calendar year, and
- ▶ listed in Annex 1b to the Labour Code, in particular in the agricultural sector in the cultivation, harvesting, sorting and storage of selected fruit and vegetables, in the food industry in the processing of these agricultural products, in tourism and in forestry.

Unlike a traditional agreement on work activity, an agreement on seasonal work activity may be concluded for a maximum period of eight months and the average weekly working time for the duration of the contract, however for no longer than four months, may not exceed 40 hours.

Amendments effective as of 1 June 2023

Labour Code amendments effective from 1 June 2023 will mainly concern the increase of wage compensation for:

- ▶ work on Saturdays in the amount of at least 50% of the minimum wage in euros per hour, i.e. currently at least 2.01 €/h;
- ▶ work on Sundays in the amount of at least 100 % of the minimum wage in euros per hour, i.e. currently at least 4.02 €/h;
- ▶ night work in the amount of at least 40 % of the minimum wage in euros per hour, i.e. currently at least 1.61 €/h; in the case of hazardous work, at least 50% of the minimum wage in euros per hour.

An employer which nature of work or conditions of operation require work to be carried out on Saturdays, Sundays or at

night, a lower minimum amount may be agreed, but not less than 45 % of the minimum wage per hour in the case of work on Saturdays, 90 % of the minimum wage per hour in the case of work on Sundays and 35 % of the minimum wage per hour in the case of work at night.

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¹ Activities carried out by an employee for the same employer under

another agreement on seasonal work activity shall also be included in this limit.