International Employment Lawyer

Guide to Employment Disputes

01. Which courts deal with employment disputes?

Slovakia

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Individual labour disputes and disputes arising from collective labour relations, strikes and lockouts are heard in the first instance by specially designated district courts according to causal jurisdiction under the Slovak Code of Civil Dispute Procedure (hereinafter referred to as “CDP”).

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02. Is there a process to be followed before a claim can be issued?

Slovakia

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There is generally no mandatory pre-litigation procedure (such as compulsory mediation or conciliation) that must be completed as a prerequisite for filing a claim. Instead, the court is expected to guide the parties toward an amicable settlement after the proceedings have commenced.

However, it is advisable that the claimant serves the defendant with a pre-action notice via registered mail with delivery receipt confirmation within a reasonable time period prior to commencement of the proceedings which shall be counted as an act of legal service for the purpose of reimbursement of the costs of the proceedings by the defendant if the claimant is successful.

Obviously, deadlines and material conditions for filing a claim must be followed. For example, in cases involving the invalidity of the termination of employment (whether by notice, collective dismissal, termination during a probationary period, or mutual agreement), both the employee and

the employer may challenge the validity in court no later than two months from the date the employment was due to end.

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03. Is there a mandatory mediation or conciliation process before a claim can be issued?

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Filing a claim is not conditional upon prior completion of mandatory mediation or conciliation process in the Slovak Republic. Civil dispute proceedings are fundamentally initiated upon the motion of a party to dispute (ie, by filing a Statement of Claim), without the law stipulating pre-trial mediation or settlement as a general prerequisite.

However, this does not mean that settlement or mediation is absent from employment disputes; rather, these mechanisms are typically utilised within (or alongside) already ongoing proceedings. The court is mandated to guide the parties towards an amicable settlement. The law explicitly states that the claimant and the defendant may enter into a settlement, and the court shall always attempt to achieve such settlement. During the preliminary hearing, the court shall, where possible and appropriate, attempt a settlement and may recommend that the parties attempt to achieve settlement through mediation.

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04. Does the employee have to pay a fee to issue?

Slovakia

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Under Slovak law employees are exempt from court fees for filing claims in individual labour law disputes.

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05. What are the time limits for bringing a claim?

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The Slovak Labour Code expressly links the filing of a statement of claim to a deadline, particularly in the following cases – disputes regarding the invalidity of the termination of employment and disputes regarding the amendment of an employment reference or certificate of employment. In these instances, the deadlines constitute preclusive periods which expiry results in the extinction of the right to bring a claim and which shall be taken into account by the court, even if not invoked by a party to the dispute (ie, *ex officio*).

In the case of invalidity of the employment termination, both the employee and the employer may assert such invalidity in court no later than within two months from the day on which the employment relationship was due to end, regardless of whether the termination occurred by notice, summary dismissal, termination during a probationary period, or by mutual agreement.

If the employment relationship is extended in accordance with the rules on the protected period, the employee may assert the invalidity of the termination of employment by notice in court within two months of the expiry of the last day of the protected period, but no later than within six months from the day on which the employment would have ended had there been no protected period.

In the event of a dispute regarding the content of an employment reference or a certificate of employment, should the employee disagree with the content and the employer failing to amend or supplement the document upon the employee's request, the employee may seek an amendment through the court within a period of three months from the day they became aware of the content of those documents.

For other employment law claims (where the Slovak Labour Code does not establish a specific preclusive period for filing a claim), the regime of the statute of limitations under the Slovak Civil Code applies, as explicitly referred to by the Slovak Labour Code.

As a general rule, a right becomes time-barred if it has not been exercised within the statutory period, whereby the court shall take the statute of limitations into account only upon the plea (objection) of the debtor.

Unless otherwise provided, the general limitation period is three years and begins to run from the day on which the right could have been exercised for the first time.

For instance, the right to claim damages shall be time barred within a subjective period of two years from the day on which the injured party becomes aware of the damage and of the person liable for it and within an objective period of three years, and in the case of damage caused intentionally, 10 years from the day on which the event giving rise to the damage occurred. The objective limitation period does not apply to damage to health.

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06. Who can bring a claim – does someone have to be an employee or can contingent workers bring claims?

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Employees performing work on the basis of agreements on work performed outside of an employment relationship with temporary and complementary nature (ie, agreement on work performance, agreement on work activity and student part-time work agreement) to work performed in an employment relationship are generally not deprived of judicial protection.

On the other hand, the Slovak Labour Code is based on the principle that its provisions apply to the employees performing work on the basis of agreements on work performed outside of an employment relationship only to extent expressly and exhaustively stipulated therein. As a result, applicability of the Slovak Labour Code to the employees performing work on the basis of agreements on work performed outside of an employment relationship shall be assessed on a case-by-case basis whereas, for example, provisions on assertion of claims arising from invalid termination of employment are not listed among those applicable to them.

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07. How is a claim issued?

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The statement of claim is submitted in writing, either in hard copy or in electronic form with authorisation (qualified electronic signature).

If a statement of claim is submitted electronically without authorisation, it must be additionally delivered within 10 days either in hard copy or electronically already authorised; if this is not done, the submission shall be disregarded, and the court shall not issue a summon to rectify this deficiency.

In case of a hard copy claim, the required number of copies with attachments must be enclosed so that one remains in the file and every other party receives a copy; if a party fails to provide enough copies, the court will produce copies at the filing party’s expense.

A deadline for claim filing is met if, on the last day of the deadline, the submission is handed over to the authority obliged to deliver it (typically the post office), this also applies to electronic delivery of a claim outside of working hours.

The content of the statement of claim must satisfy the general requirements for a submission: it must be clear which court it is intended for, who is making it, which matter it concerns, what is being pursued by it, and it must be signed. Furthermore, the statement of claim shall comprise the opposing parties, a truthful and complete description of the decisive facts, the designation of evidence to prove them, which shall be attached to the claim (unless it is not possible without the claimant’s fault), and the prayer for relief (petit). The parties are identified according to the rules of the CDP, a natural person by name, surname, address, and date of birth or other identifying information; a legal person by name/business name, registered office, and ID number (IČO), if assigned.

If the statement of claim is incomplete or unintelligible such that it is not clear what it concerns and what is being pursued by it, the court shall invite the claimant to supplement or correct it and shall set a deadline, which cannot be shorter than 10 days; if the deficiencies are not remedied within the

deadline, the court shall reject the submission unless despite the deficiency, the proceedings can continue.

The court shall generally not issue a claim unless the court fee is paid in case of suing employers (except for proceedings to determine the invalidity of the termination of employment and when asserting claims from the invalid termination of employment) since suing employees are court fee exempt.

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08. Does the employer have to pay a fee to defend a claim?

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An employer does not have to pay any court fee to defend a claim unless the defence includes a counterclaim.

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09. What initial steps does an employer have to take to defend a claim?

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When an employer receives a statement of claim (or a payment order), the first practical step is to review the claim served on the defendant (employer) and the deadline provided by the court for submission of a written statement in response to the claim.

The next fundamental step is to prepare and file a written statement of defence to the claim in line with the court’s call.

Afterwards, it is necessary to monitor whether the court invites the employer in writing by registered mail to a preliminary hearing of the dispute (generally yes) and to ensure attendance; if the defendant fails to appear without a valid reason, the court may decide by a default judgment if the statutory conditions have been met and the defendant was instructed on this consequence.

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10. Are hearings held remotely or in person?

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Hearings are normally held in person. The law is based on the premise that a hearing takes place at the seat of the court in a courtroom, whereby only exceptionally (if necessary, or for important reasons) may the court determine another suitable location or courtroom outside the seat of the court within its district.

At the same time, however, the CDP allows a party to participate in a hearing remotely if the physical presence of the party is not required to guarantee a fair trial. In such a case, the court shall enable participation via videoconference or other means of communication technology, including within the premises of the court closest to the party.

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11. Should an employer expect to attend any case management hearings ahead of the final liability hearing?

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The Slovak legal system does not involve a separate, multi-stage case management phase of hearings as in the Anglo-Saxon legal system. However, the CDP recognises a specific procedural step, the preliminary hearing of the dispute, which performs preparatory and managerial functions even before the first hearing.

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12. Are any matters addressed as preliminary points ahead of the final liability hearing?

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In Slovak proceedings, certain preliminary areas are commonly addressed in practice even before the court proceeds to full evidence-taking and a decision on the merits, but this does not constitute a formally separate phase of preliminary issues in the Anglo-Saxon sense. The mechanism is rather such that procedural issues are resolved on an ongoing basis (in writing, at the preliminary hearing of the dispute, or at the beginning of the hearing), depending on what is expedient and what the matter requires, whereby the CDP explicitly aims for the matter to be generally handled at a single hearing.

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13. Is there a duty to disclose documents to the other party, and what does this involve?

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The disclosure of documents to the other party is present in the Slovak proceedings, but typically not as a general, automatic obligation. The core lies in the fact that the parties have an obligation to submit documents as evidence to their submissions, and these submissions with attachments are subsequently served on the opposing party, or the opposing party can request the documents through a court order (the duty of production).

If a party wishes to base its assertions on documents, the law anticipates that they will submit them to the court already in the initial submissions: the claimant shall attach to the statement of claim evidence whose nature permits it (ie, typically including documents), except for those which they cannot attach through no fault of their own. The defendant, in their defence, is explicitly invited to state in a written statement the decisive facts for their defence, attach the documents to which they refer, and designate the evidence. At the same time, the CDP explicitly states that a document is a means of evidence.

If a party possesses a relevant document (or a third party possesses it), but the opposing party cannot access it otherwise, the CDP provides the tool of the duty of production. The court may impose the obligation to produce on anyone who possesses an item necessary to ascertain the facts of the case. Since the CDP lists a document among the means of evidence, in practice, documentary evidence held by the opposing party or a third party is requested in this manner. Failure to comply with such a court order may result in the imposition of a disciplinary fine.

The parties to the proceedings may inspect the court file and make copies of it, including copies of documentary evidence.

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14. Can documents be disclosed at any point in the proceedings?

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The parties are generally obliged to assert their means of procedural attack and defence (including evidence and thus also documents) in a timely manner (judicial concentration of proceedings), and the court is not obliged to take late submissions into account. Procedural means of attack and defence are not timely asserted if the party could have submitted them earlier, had it acted diligently with regard to the speed and efficiency of the proceedings.

The statutory limit for the assertion of means of procedural attack and defence generally constitutes the pronouncement of the resolution by which the taking of evidence ends (statutory concentration of proceedings).

However, the above provisions on judicial and statutory concentration of proceedings shall not apply to employees who may submit or indicate all facts and evidence to support their claims no later than the pronouncement of the decision on the merits.

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15. Are there any implications of late disclosure?

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Considering our answer to the preceding question the court may consider facts and evidence submitted later only if they concern facts or evidence intended to challenge the credibility of the evidence already admitted, which arose after the concentration of the proceedings or which the party could not have submitted in time through no fault of their own, as well as facts or evidence submitted by the parties following a court request to supplement decisive facts. The court cannot consider other facts and evidence later submitted.

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16. Are witnesses expected to give evidence in person?

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The witnesses are expected to give evidence in person at the hearing. However, the CDP explicitly allows the court, exceptionally for reasons of economy, to impose a written testimony on a witness, while the costs of the written testimony are borne by the party that proposed the examination.

The court may take evidence also outside of a hearing if it is possible and expedient. The parties have the right to be present, and the results are subsequently announced at the hearing. Videoconferencing is explicitly addressed in the CDP only in relation to the participation of a party (not a witness) in a hearing.

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17. Can witness evidence be given from another country?

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If the witness is in another EU Member State, typically the specific regime of judicial cooperation in the taking of evidence under Regulation (EU) 2020/1783 is utilised. The Regulation applies between all EU Member States except Denmark and regulates three methods of taking evidence between Member States (taking of evidence by the requested court, direct taking by the requesting court, and taking via diplomatic or consular representatives), while using standardised forms.

If it concerns a state outside the EU (or situations outside the scope of the Regulation), Slovak Republic is a contracting party to the 1970 Hague Convention on the Taking of Evidence Abroad in Civil or Commercial Matters. If the given state is not a contracting party to a relevant multilateral treaty, the Ministry of Justice of the Slovak Republic states the procedure according to the relevant bilateral treaty, and if even that is not present, it is resolved via diplomatic channels (through consular relations).

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18. What remedies are available?

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The following remedies are available in labour disputes, especially:

- determination of the invalidity of the termination of employment (notice, summary dismissal, termination during a probationary period, agreement);
- wage compensation for invalid termination of employment by the employer;
- payment of wages and other employment-law monetary benefits (wage supplements, bonuses, rewards, severance pay, etc.);
- wage compensation for obstacles on the part of the employer (eg, downtime);
- correction of a work reference or a certificate of employment; and
- compensation for damages.

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19. Is compensation unlimited?

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Disputes concerning damages

An employee who is liable for damage is obliged to compensate the employer for the actual damage, in monetary form, if the damage is not remedied by restoration to the previous state and if the employer claims such compensation from the employee. Compensation for damage caused by negligence that the employer claims from the employee may generally not exceed an amount equal to four times the employee's average monthly earnings prior to the breach of duty by which the damage was caused. This limitation shall not apply in cases of special liability of the employee (liability of an employee for a shortage in entrusted valuables which the employee is obliged to account for) or where the damage was caused under the influence of alcohol or after the use of narcotic drugs or psychotropic substances.

The employer shall be liable to the employee for damage incurred by the employee as a result of a breach of the employer's legal obligations or intentional conduct contrary to good morals during the performance of work tasks or in direct connection therewith, as well as damage caused by employees acting on behalf of the employer through a breach of legal obligations in the course of performing the employer's tasks. The employer shall not be liable to the employee for damage to a motor vehicle, personal tools, personal equipment or other personal items necessary for the performance of work that the employee used in the performance of work tasks or in direct connection therewith without the employer's written consent. For items not usually brought to work, the employer's liability is limited to 165.97 EUR unless the employer took the items into custody.

Invalid termination

In the case of invalid termination of employment the employer is obliged to provide the employee with wage compensation in the amount of their average earnings from the day on which the employee notified the employer that they insist on further employment until the time when the employer allows them to continue working or until the court decides on the termination of the employment relationship. If the total period for which wage compensation should be granted to the employee exceeds 12 months, the court may, upon the employer's request, reasonably reduce the employer's obligation to compensate wages for the period exceeding 12 months, or not award it at all. Wage compensation may be awarded for a maximum period of 36 months.

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20. Is interest payable?

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In employment disputes, it is possible (and common in practice) to demand statutory default interest (unless the parties agree on default interest contractually) if the claims is monetary claim (eg, unpaid wages, wage compensation, supplementary payments, monetary compensation for damage) and the debtor (typically the employer) is in default. The Slovak Labour Code does not explicitly regulate default interest; therefore, subsidiary civil law regulation applies to default interest in employment relations. In the event of default in the performance of a monetary debt in civil law

relations, the creditor has the right to demand, alongside the principal, default interest in the amount of the base interest rate of the ECB applicable on the first day of default plus 5 percentage points.

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21. Are costs awarded against the losing party?

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The fundamental rule in individual employment disputes is that the reimbursement of costs is awarded according to success in the matter, thus typically against the losing party. The court shall award a party the reimbursement of the costs of proceedings according to the ratio of their success in the matter, and if a party had only partial success, the court shall divide the costs proportionately or declare that none of the parties has the right to the reimbursement of costs.

In addition to the principle of success, there are also situations where costs are awarded according to procedural fault, not according to the outcome of the dispute. Therefore, if a party is procedurally at fault for the discontinuation of proceedings (eg, the claimant withdraws the statement of claim without a relevant reason on the side of the defendant), the court shall award the reimbursement of costs to the opposing party; similarly, if a party is procedurally at fault for costs that would otherwise not have been incurred, the court shall award the reimbursement of such costs to the opposing party.

Finally, the court may exceptionally not award the reimbursement of costs if there are reasons worthy of special consideration.

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22. Can the decision be appealed to a higher court?

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Proceedings in the first instance are held at courts designated as causally competent under CDP. Against a judgment (decision on the merits) of a court of first instance, an appeal is generally admissible, except for judgments issued lawfully on the basis of acknowledgment of the claim or waiver of the claim and default judgements.

The appellate (higher) court is, in principle, the regional court according to functional jurisdiction – unless the law provides for an exception, an appeal against a decision of a district court is decided by the regional court in the respective district.

An appeal may be filed by a party to whose detriment the decision was issued within a time limit of 15 days from the service of the decision and shall be submitted to the court against whose decision it is directed (ie, to the first-instance court). The law explicitly anticipates that an appeal is timely even if it is filed directly at the competent appellate court within the time limit for appeal submission.

A resolution (decision other than on the merits) of a court of first instance may be appealed only if it is admissible by law, such as resolution on termination of the proceedings, a motion for the ordering of an interim measure or a securing measure, a claim for reimbursement of the costs of proceedings.

Decision of the appellate court is final unless the statutory conditions for filing an extraordinary remedy, a cassation appeal, are met (eg, *res judicata*, lack of party's procedural legal capacity). In cases of violation of constitutionally guaranteed rights, a constitutional complaint may be lodged with the Constitutional Court upon exhaustion of all available remedies.

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