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Slovak Labor Code sees extensive changes: What do you need to watch out for?

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IN THIS ISSUE

The Slovak Parliament has recently approved a rather significant amendment to Act No. 311/2011 Coll., the Labor Code, as amended, in connection with the transposition of EU Directive 2019/1152 on transparent and predictable working conditions in the European Union and EU Directive 2019/1158 of the European Parliament and of the Council of 20 June 2019 on work-life balance for parents and carers and repealing Council Directive 2010/18/EU. The transposition of the Directives should result in a better work-life balance and more predictable working conditions for employees. The amendment is effective from 1 November 2022. Below, we have provided you a general summary of some key new provisions.

1. General provisions

The amendment introduces a definition of "duration of the employment relationship," and includes the duration of the employment relationship immediately preceding the new employment relationship (provided it was with the same employer).

An employer may not prohibit employees from engaging in any other gainful activity outside the specified working hours. This prohibition does not, however, affect restrictions on employees performing other gainful activities that compete with the employer's object of business. Such work can still be prohibited in accordance with the rules set by the Labor Code.

In cases of fixed-term employment relationships, the length of the probationary period may not be longer than half the duration of the fixed-term. The maximum length of the probationary period is still three months or six months.

2. Statutory employment contract provisions and information about employment terms and conditions

In accordance with EU Directive 2019/1152, the identification data of the employer and the employee must be included in the employment contract.

The amendment allows for the parties to the employment contract to agree other terms and conditions of interest to them, in particular other material benefits. However, any provisions where employees undertake to maintain confidentiality of their working conditions (including wages and conditions of employment) or provisions prohibiting them (as mentioned above) from the performance of other gainful activities outside of working hours are invalid.

For employees working outside Slovakia, the amendment includes certain essential terms that must be included in the employment contract as well as information that must be provided in writing—for example the place of work abroad and time period the employee will be working there, the currency of remuneration while abroad, information regarding repatriation, as well as other things.

If not included in the employment contract, the employer must also newly provide information in writing about the working conditions and conditions of employment. Employees to be posted for the performance of work in another EU member state must be provided in writing with the conditions of such employment.

If an employee requests to be switched from a fixed-term working relationship to an indefinite one, or from shorter working time arrangement to a regular weekly working schedule, the employer is obliged to provide a reasoned response in writing within one month of the date of such request.

3. Reducing uncertainty of working conditions in agreements on work outside employment

When concluding an agreement to perform work (in Slovak: dohoda o vykonaní práce), an agreement on temporary work for students (in Slovak: dohoda o brigádnickej práci študentov) or an agreement on work activity (in Slovak: dohoda o pracovnej činnosti), the employer must inform the employee in writing of the days and times when the employee can be required to perform work, and the time period beforehand during which the employee will be informed about working times. The employer must give the employee at least 24 hours advance notice of work.

If the work is cancelled within a shorter period than agreed, the employee is entitled to receive at least 30 percent of the remuneration he/she would have earned had the work been carried out.

The employer's obligation to inform the employee about the days and times of work shifts does not apply if (i) the distribution of working time is determined by a collective agreement, (ii) the employer communicates working times in accordance with Section 90(9) of the Labor Code, or (iii) the employee schedules his/her own working time or (iv) the employee's average working time over four consecutive weeks is not more than three hours per week.

4. Paternity leave

The amendment to the Labor Code introduces paternity leave.

New fathers are entitled to 28 weeks of paid leave (from the date of birth of the child). This is extended to 31 week for single fathers and 37 weeks in case of two or more newborns.

The employer is obliged to grant fathers a leave of absence of 14 consecutive calendar days, not later than six weeks after the birth of the child. This period can be extended by a period of hospitalization of the child or mother.

These leaves are considered under the amendment as "protected periods," where the on-leave father cannot be dismissed by the employer. It applies from the date of notification of the anticipated start of paternity leave (but no more than six weeks before the start) and lasts for the duration of the leave.

This change is also connected with an amendment to the Act on Social Insurance, under which the father is entitled to a paternity allowance (to be paid from the sickness insurance) for two weeks—this can be taken at the latest until six weeks after the birth of the child. During these two weeks, it is possible for both the mother and the father to draw the maternity/paternity allowance simultaneously.

5. Other changes

A 10-day period has been introduced for the delivery of documents by employers to employees through a postal service.

It is also possible for the employer to provide certain information to the employee electronically, so long as (i) the employee has access to the electronic form being used and is able to save and print the information, and (ii) the employer can retain proof of its sending and receipt by the employee. **That said, it may only be used to provide information related to the existing employment relationship and not for, e.g., concluding, modifying or terminating the employment relationship.**

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