

## SLOVAKIA: AMENDMENT TO THE LABOUR CODE

On 01.11.2022, an amendment to the Labour Code comes into force in Slovakia, transposing EU directives on transparent and predictable working conditions in the EU and on work-life balance for parents and persons with caring responsibilities.

In the context of the adopted amendment, we recommend that future employment contracts should be modified to make use of the employer's broader discretionary powers, e.g. in determining working hours.

### Essential elements of an employment contract

The scope of the essential elements of an employment contract is changing. The previous elements of the employment contract (pay periods, working hours, holiday pay and length of notice period) no longer need to be part of the employment contract. The employer is obliged to inform the employee of them in writing. If they are not part of the employment contract, the employer may subsequently change them unilaterally if necessary. The employment contract must contain the identification details of the employer and the employee. The following remain as compulsory elements of the employment contract:

- a) the type of work and a brief description thereof,
- b) the place of work (municipality, part of a municipality or otherwise designated place) or places of work if there is more than one, or the rule that the place of work shall be determined by the employee,
- c) the date of commencement of work,
- d) pay conditions (which may be indicated by reference to the collective agreement).

### Information on terms and conditions of employment

The employer's information obligation to the employee will be introduced to the following extent:

- the method of determining the place of work or the designation of the main place of work if several places of work are agreed in the employment contract;
- the weekly working time laid down, the method and rules for the distribution of working time, including the expected working days and the compensation period, the extent and
- time of breaks, continuous daily rest and continuous weekly rest, and the rules on overtime work, including overtime pay;
- the amount of leave and how it is determined;
- payment of wages, including pay dates;
- rules on termination of employment, the length of notice or the method of determining it if not known at the time the information is provided, the time limit for bringing an action for a declaration that the termination of employment is null and void;
- the right to training provided by the employer, if any, and the extent of such training.

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The employer shall provide this information in writing if it is not contained directly in the contract of employment. If the information is part of the contract of employment, an amendment to the contract of employment will be required to change. Conversely, if the employer informs the employee of the information, the employer may unilaterally change it with a subsequent notification to the employee (at the latest on the effective date of the change).

The information may also be provided by reference to the relevant provisions of the Labour Code or the collective agreement.

The provision of information by the employer can also be done electronically, if the employee has access to the electronic form of the information, he can save and print it. The employer shall keep proof of the sending or of the electronic message.

The employer must provide the employee with information on the place of work or the method of its destination, working hours, due date and payment of wages within 7 days of the commencement of the employment relationship, and information on leave and termination rules within 4 weeks of the commencement of the employment relationship.

### **Adequacy of the probationary period in fixed-term employment**

The probationary period may not exceed half the agreed duration of the employment relationship. The limit on the length of the probationary period to 3 months (6 months for senior staff) shall be maintained.

### **Delivery - Delivery period**

The minimum collection period for mail delivery must be 10 days. The standard is 18 days but can be reduced on request to the Post Office.

### **Deductions from wages - catering**

A payroll deduction agreement will no longer be necessary for deducting unpaid advance payments of the meal allowance and the earmarked meal allowance; these can be deducted without a separate payroll deduction agreement.

### **Performance of other gainful activities by the employee**

It is expressly provided that the employer may not prohibit the employee from engaging in other gainful activities outside working hours (the previous prohibition on activities that are competitive with the employer remains). Any arrangement containing such a prohibition would be void.

### **Continuing employment relationships**

Previous (immediately subsequent) employment relationships between the same employer and the employee (i.e. also employment in other positions) are counted towards the duration of the employment relationship.

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### **Agreements for work performed outside the employment relationship**

The employer is required, when concluding a work performance agreement, a student temporary work agreement and a work activity agreement, to provide written information containing the days and periods of time when the employee may be required to perform the work and the period of time within which the employee is to be informed of the performance of the work (at least 24 hours in advance). If the employer cancels the performance of the work within a shorter period, the employee shall be entitled to a minimum of 30% of the remuneration. The above does not apply to agreements with a weekly working time of up to 3 hours (average over 4 consecutive weeks).

### **Transfer to another form of employment - obligation to respond in writing to the request**

The employer will now be required to respond in writing to a request from an employee whose employment relationship has lasted more than 6 months (and is no longer in a probationary period) to switch from a fixed-term employment relationship to an open-ended employment relationship or to switch from a part-time employment relationship to a fixed weekly working time. The employer is not obliged to grant the request, but is obliged to respond in writing and state reasons.

### **Paternity leave**

Employees on paternity leave will be afforded increased protection against unilateral termination of employment by the employer in a similar way to that afforded to female employees in connection with maternity leave.

### **Clarification of the time limit for bringing an action to annul the employment relationship**

An action for annulment of the termination of the employment relationship must be brought within two months of the date on which the employment relationship should have been terminated at the latest. That period shall be extended only by reason of the expiry of the period of protection relating to the employee's incapacity for work, but no longer than 6 months from the date of termination of the employment relationship.

### **Protection of the employee against dismissal for exercising their rights**

If an employee discloses in an employment dispute that the termination of employment was due to the employee's active exercise of their rights against the employer, e.g. the employee requested overtime pay, the employer will have to rebut the employee's allegation with evidence. It is sufficient for the employee to provide evidence that they demanded that the employer meet their entitlements.

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