



# **Labour Code**

## **Slovak Republic - Slovakia**

**Collection of Laws**

**Years 2001 - 2011**

**Full Wording**

**Capitulation of the Slovak Labour Code – full wording (2011)**

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**The full wording of Act No. 311/2001 Coll.\* - Labour Code, as amended by Act No. 165/2002 Coll., Act No. 408/2002 Coll., Act No. 210/2003 Coll., Act No. 461/2003 Coll., Act No. 5/2004 Coll., Act No. 365/2004 Coll., Act No. 82/2005 Coll., Act No. 131/2005 Coll., Act No. 244/2005 Coll., Act No. 570/2005 Coll., Act No. 124/2006 Coll., Act No. 231/2006 Coll., Act No. 348/2007 Coll., Act No. 200/2008 Coll., Act No. 460/2008 Coll., Act No. 49/2009 Coll., Act No. 184/2009 Coll., Act No. 574/2009 Coll., Act No. 543/2010 Coll., Act No. 48/2011 Coll., Act No. 257/2011 Coll., Act No. 406/2011 Coll. and Act No. 512/2011 Coll.**

## **Labour Code**

The National Council of the Slovak Republic has adopted the following Act:

### **FUNDAMENTAL PRINCIPLES**

#### **Article 1**

Natural persons shall have the right to work and to the free choice of employment, to fair and satisfying working conditions and to the protection against arbitrary dismissal from employment in accordance with the principle of equal treatment, stipulated for the area of labour-law relations under a special act on equal treatment in certain areas and on the protection against discrimination and on amending of certain acts (the Anti-discrimination Act). These rights belong to them without any restriction and discrimination on the grounds of sex, marital status and family status, sexual orientation, race, colour of skin, language, age, unfavourable health state or health disability, genetic traits, belief and religion, political or other conviction, trade union activity, national or social origin, national or ethnic group affiliation, property, lineage, or other status, with the exception of a case where different treatment is justified by the nature of the activities to be performed in employment, or by the circumstances under which these activities are to be performed, if this reason consists in the actual and decisive requirement for the job, provided the objective is legitimate and the requirement adequate.

#### **Article 2**

The labour-law relations according to this Act may only be established upon the consent of the natural person and the employer. The employer has the right to the free selection of employees in the necessary number and structure and the right to determine the conditions and method for the implementation of this right, unless stipulated otherwise by this act, special regulation, or an international treaty by which the Slovak Republic is

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\* Collection of Laws – hereinafter referred to as the “Coll.”.

bound. The enforcement of rights and obligations resulting from labour-law relations must be in compliance with good morals; nobody may abuse these rights and obligations to the damage of another participant to the labour-law relations, or their fellow-employees.

### **Article 3**

Employees shall have the right to wages for performed work, to the securing of occupational health and safety, to rest and recovery after work. Employers shall be obliged to provide employees with wages and to create working conditions allowing employees the best performance of work according to their skills and knowledge, the advancement of creative initiative and deepening of qualifications.

### **Article 4**

Employees or the representatives of employees shall have the right to the provision of information on the economic and financial situation of the employer and on the assumptions of the development of its activity, and this in an understandable manner and within a suitable time. Employees shall be able to express themselves and submit their suggestions with regard to such projected decisions of the employer, which may influence their status within the labour-law relations.

### **Article 5**

Employees and employers shall be obliged to a proper performance of their obligations arising from labour-law relations.

### **Article 6**

Women and men shall have the right to equal treatment with regard to access to employment, remuneration and promotion, vocational training, and also with regard to working conditions. For pregnant women, mothers until the completion of the ninth months of confinement, and for breastfeeding women working conditions shall be secured that will protect their biological state with respect to pregnancy, childbirth, care for the child after birth, and their special relationship with the child after birth. For women and men, working conditions shall be secured that will enable them to perform their social function in upbringing of children and children care.

### **Article 7**

Adolescents shall have the right to vocational training and to the securing of working conditions enabling advancement of their physical and mental faculties.

### **Article 8**

Employers shall be obliged to implement measures in the interest of protecting the lives and health of employees at work, and shall be accountable by virtue of this Act for damages sustained by an employee due to occupational accident or occupational disease. Employees shall have the right to material security during periods of work incapacity, old

age, and in connection with pregnancy and parenthood on grounds of regulations on social security. An employer shall provide employees with health disability with working conditions enabling them to apply and improve their aptitudes to work, with regard to their state of health. During periods of employees' work incapacity due to disease, accident, pregnancy, or motherhood and parenthood, the labour-law relations shall be protected by law to a greater degree.

#### **Article 9**

Employees and employers who sustain damage due to breach of obligations arising from labour-law relations may exercise their rights in court. Employers may neither disadvantage nor damage employees for reason of employees exercising their rights resulting from labour-law relations.

#### **Article 10**

Employees and employers shall have the right to collective bargaining; in the case of conflict in their interests, employees shall have the right to strike, and employers shall have the right to lockout. Trade union bodies shall participate in matters of labour-law relations, including collective bargaining. Works council or works trustee shall participate in labour-law relations, subject to conditions as stipulated by law. Employer shall be obliged to enable trade union body, works council or works trustee to operate at workplaces.

#### **Article 11**

Employers may collect personal data on employees only where these relate to the qualifications and professional experience of employees and data that may be significant for the work that employees are expected to carry out, carry out, or have carried out. Employers may not, without serious reasons, violate employees' privacy in the workplace and common areas of the employer's premises by monitoring them without their permission or opening letters addressed to an employee as a private person. If monitoring devices are installed on an employer's premises, they must inform employees of the extent of monitoring and the method by which it is carried out.

**Part One**  
**GENERAL PROVISIONS**  
**Scope of the Labour Code**

**§ 1**

(1) This Act shall govern individual labour-law relations in connection with the performance of dependent work by natural persons for legal persons or natural persons and collective labour-law relations.

(2) Dependent work, which is carried out in a relationship where the employer is the superior and the employee is subordinate, is defined solely as work carried out personally as an employee for an employer, according to the employer's instructions, in the employer's name, for a wage or remuneration, during working time, at the expenses of the employer, using the employer's means of production and with the employer's liability, and also consisting mainly of certain repeated activities.

(3) Dependent work may be carried out only in an employment relationship, a similar labour relation or in exceptional cases defined herein in another form of labour-law relation. Dependent work shall not be business activity or another earning activity based on a contractual civil-law relation or a contractual commercial-law relation according to special regulations.

(4) Unless stipulated otherwise by the part one of this Act, the general provisions of the Civil Code shall apply to legal relations according to paragraph 1.

(5) Labour-law relations shall be established at the earliest upon conclusion of an employment contract or agreement on work performed outside an employment relationship unless stipulated otherwise by this Act or a special regulation.

(6) Conditions of employment and the working conditions of employees in labour-law relations may be regulated more favourable to employees than is stipulated by this Act or other labour-law regulation, if this act or another labour-law regulation does not explicitly prohibit such conditions or if the nature of the provisions to not make possible a deviation from them.

**§ 2**

(1) This Act shall apply to legal relations in the civil service performance, only where so stipulated by a special regulation.

(2) This Act shall apply to legal relations arising from the public function performance, if so expressly stipulated or if so stipulated by a special regulation.

### § 3

(1) Labour-law relations of employees performing work in the public interest shall be governed by this Act, unless stipulated otherwise by a special regulation.

(2) Labour-law relations of transportation employees, employees performing health care occupations, members of ships' crew floating under the flag of the Slovak Republic, employees of private security services and professional sports people shall be governed by this Act, unless stipulated otherwise by a special regulation.

(3) Labour-law relations of employees of churches and religious communities which perform clerical activities, shall be governed by this Act, unless stipulated otherwise by this Act, special regulation, an international treaty by which the Slovak Republic is bound, a treaty concluded between the Slovak Republic and churches and religious communities, or internal regulations of churches and religious communities.

### § 4

Labour-law relations between a cooperative and its members shall be governed by this Act, unless stipulated otherwise by a special regulation.

### § 5

(1) Labour-law relations between employees performing work on the territory of the Slovak Republic and foreign employer, as well as between aliens and stateless persons working on the territory of the Slovak Republic and employers registered in the territory of the Slovak Republic shall be governed by this Act, unless stipulated otherwise by legal regulations on international private law.

(2) Labour-law relations of employees who are posted by their employers for the performance of work from a European Union Member State territory to the territory of the Slovak Republic shall be governed by this Act, special regulations or a relevant collective agreement, and which regulate

a) the length of the working time and rest periods,

b) the length of holidays,

c) minimum wage, minimum wage claims and wage overtime rate,

d) occupational health and safety,

e) working conditions for women, adolescents and employees caring for child younger than three years of age,

f) equal treatment for men and women and a prohibition of discrimination.

g) working conditions for employees of a temporary employment agency.

(3) The provision of paragraph 2 shall not prevent against the implementation of employing principles and conditions more favourable for the employees. Advantages shall be judged for each labour-law claim independently.

(4) A delegated employee is the employee who, in a specified time, performs work on the territory of a Member State other than the State of his normally performed work.

(5) The provisions of paragraph 2(b) and 2(c) shall not be applied in cases of initial assembling, or first installation of goods which are the main component of the contract for the delivery of goods, which are necessary in order to start using the goods delivered, and which are executed by qualified employees or specialists of the supplier, unless the time of delegation of the employee exceeded eight days within the last 12-month period from commencement of his/her delegation; this shall not apply to the following works:

- a) Excavations,
- b) Earthwork (relocation of soil),
- c) Own construction works,
- d) Assembly and disassembly of prefab elements,
- e) Interior and installation works,
- f) Modifications,
- g) Renovations,
- h) Repairs,
- i) Disassembling,
- j) Demolitions,
- k) Maintenance,
- l) Painting and cleaning works, performed within maintenance activities,
- m) Reconstructions.

(6) If an employee is sent to work in another member state of the European Union pursuant to § 58, working conditions and conditions of employment shall be governed by the law of the state on the territory of which work is carried out.

## § 6

Conditions under which an alien or a stateless person may be admitted into a labour-law relation, shall be stipulated by a special regulation.

## **Employer**

### § 7

(1) An employer shall be a legal person or natural person employing at least one natural person in labour-law relation and, if so stipulated by a special regulation, also in similar labour relations.

(2) An employer shall act in labour-law relations in his/her own name and shall have responsibility arising from these relations. An organizational unit of an employer shall also be an employer, if stipulated by special regulations or statutes under special regulation. If a participant to labour-law relation is an employer, his/her organisational unit cannot simultaneously be a participant and vice versa.

(3) An employee, who is also a statutory body or a member of a statutory body, shall have conditions according to § 43 paragraph (1) agreed in the employment contract by the body or the legal person who has established him/her as a statutory body.

## **§ 8**

(1) Capacity of a natural person to rights and obligations pursuant to labour-law relations as an employer shall arise at birth. A conceived child, if born alive, shall also possess such capacity.

(2) Capacity of a natural person to acquire rights and take on obligations as an employer pursuant to labour-law relations by their own legal actions shall arise upon reaching majority; until such time, a legal representative shall act on the person's behalf.

## **§ 9**

(1) In labour-law relations, a statutory body or a member of the statutory body shall execute legal actions for an employer who is a legal person; an employer who is a natural person shall act in person. Legal actions may also be executed on their behalf by employees empowered by them. Other employees of the employer, in particular executives of his/her organisational units, shall be entitled as bodies of the employer, to execute on behalf of the employer legal actions arising from their functions as determined by organisational regulations.

(2) An employer may empower other his/her employees in writing to execute on his/her behalf certain legal actions in labour-law relations. Such written authorisation must define the scope of authorisation of the empowered employee.

(3) The executive employees of an employer are the employees who, at a given level of the employer's management structure, are entitled to determine and assign work tasks to subordinate employees of the employer, to organize, manage and check their work and to give them binding instructions for this purpose.

## **§ 10**

(1) Legal actions of statutory bodies and of empowered employees (§ 9 paragraphs (1) and (2)), shall be binding for the employer who on the basis of these actions acquires rights and obligations.

(2) If a statutory body or empowered employee overstepped their competence in labour-law relations, by way of legal action, such actions shall not be binding for the employer if the employee was aware, or must have been aware, that such statutory body or empowered employee overstepped their competence. This shall also apply in case of legal action done by employee of the employer who was neither authorised thereto by his/her function nor empowered thereto.

## **Employee**

### **§ 11**

(1) An employee shall be a natural person who in labour-law relations and, if stipulated by special regulation also in similar labour relations, performs dependent work for the employer.

(2) Capacity of a natural person to have rights and obligations in labour-law relations as an employee and capacity to acquire such rights and take on such obligations by his/her own legal actions arises, unless otherwise stipulated hereinafter, on the day the natural person reaches 15 years of age; however, an employer may not agree on date of taking up the employment by a natural person prior to the day of completion of compulsory fulltime schooling.

(3) An employee may conclude an agreement of material accountability at the earliest upon the day he/she reaches 18 years of age.

(4) Natural persons aged under 15 years or natural persons aged over 15 years who have not yet completed compulsory schooling are forbidden to work. These persons may carry out light work whose character and scope is not such as to result in a danger to their health, safety, further development or school attendance only for the purposes of

a) taking part in a cultural performance and artistic performance,

b) sports events,

c) advertising activities.

(5) Permission for the performance of light work as stated in Paragraph 4 shall be given by the relevant labour inspectorate in response to the employer's request and on agreement with a relevant state administration body in the area of public health (hereinafter referred to as a "public health body"). The permit shall contain determination of the number of hours and conditions for performance of light work. In case of failure to observe the permit conditions the relevant labour inspectorate shall revoke the permit.

### **§ 11a**

#### **Employees' representatives**

(1) Employees' representatives shall be the competent trade union body, works council or works trustee. An employees' representative for occupational health and safety specified by a special regulation shall also be an employees' representative for occupational health and safety.

(2) In a cooperative where part of membership is also a labour-law relation of a member to the cooperative, for the purposes of this Act employees' representatives shall be a special cooperative body elected by a members' meeting.



**§ 12 is deleted with effect from 1 July 2003**

**Prohibition of discrimination – Title is deleted with effect from 1 July 2004**

**§ 13**

(1) Employer shall be obliged to treat with employees in labour-law relations in accordance with principle of equal treatment stipulated for the area of labour-law relations by separate Act on Equal Treatment in Certain Areas and on the Protection against Discrimination and on Amending and Supplementing Certain Acts (Antidiscrimination Act).

(2) In labour-law relations, discrimination shall be prohibited on the grounds of sex, marital and family status, sexual orientation, race, colour of skin, language, age, unfavourable health state or health disability, genetic traits, belief or religion, political or other conviction, trade union activity, national or social origin, national or ethnic group affiliation, property, lineage or other status.

(3) The enforcement of rights and obligations arising from labour-law relations must be in compliance with good morals. Nobody may abuse such rights and obligations to the damage of another participant to a labour-law relation, or of co-employees. In the workplace, nobody may be persecuted or otherwise sanctioned in the performance of labour-law relations for submitting a complaint, charge or proposal for the beginning of criminal prosecution against another employee or the employer.

(4) An employee shall have the right to submit a complaint to the employer in connection with the infringement of rights and obligations stated in paragraphs (1) and (2) and failure to comply with the conditions according to paragraph (3); the employer shall be obliged to respond to such a complaint without undue delay, perform retrieval, abstain from such conduct and eliminate the consequences thereof.

(5) An employee, who assumes that his/her rights or interests protected by law were aggrieved by failure to comply with the principle of equal treatment or by failure to comply with the conditions according to paragraph 3, may have recourse to a court and claim of legal protection stipulated by separate Act on Equal Treatment in Certain Areas and on the Protection against Discrimination and on Amending and Supplementing Certain Acts (Antidiscrimination Act).

**§ 14**

**Settlement of disputes**

Disputes between an employee and employer over claims deriving from labour-law relations shall be heard and decided by courts.

## **Legal actions**

### **§ 15**

An expression of will shall be interpreted in such a way that concerning circumstances in which it was made, it shall correspond to good morals.

### **§ 16**

(1) For legal actions requiring a written expression, for persons who are incapable of reading or writing, it is necessary to write an official memorandum or memorandum endorsed by two concurrently present employees of an employer that the legal action corresponds to the will expressed.

(2) Notarial memorandum or memorandum endorsed by two concurrently present employees of an employer shall not be required if the party that is incapable of reading or writing is able to acquaint himself/herself with the subject matter of the legal action with the aid of devices or special aids, and is able to sign the memorandum in his/her own hand.

### **§ 17**

#### **Invalidity of legal action**

(1) A legal action whereby an employee disclaims his/her rights in advance shall be invalid.

(2) A legal action for which the prescribed consent of the employees' representatives was not granted, a legal action that was not negotiated with the employees' representatives beforehand, or a legal action not executed in the expression as stipulated by this Act, shall be deemed void only if so expressly stipulated by this Act, or by special regulation.

(3) Invalidity of a legal action may not be to the detriment of an employee, unless the invalidity was caused by himself/herself alone. If an employee sustains damage as a result of an invalid legal action, the employer shall be obliged to provide indemnification for it.

## **Contract**

### **§ 18**

A contract according to this Act or other labour-law regulations shall be concluded immediately upon agreement of the parties on the contents thereof.

### **§ 19**

(1) A party who has acted in an error which the other party had to be aware of shall be entitled to withdraw from the contract if the error pertains to such circumstances without which the contract would not have transpired.

(2) An employer shall have the right to withdraw from an employment (labour) contract if

a) the employee does not take up the work on the agreed date for taking up the work, unless prevented by an obstacle to work,

b) the employee does not inform the employer within three working days of an obstacle to work preventing him/her from taking up the work on the date agreed for taking up the work,

or

c) the employee was lawfully convicted of an intentional criminal offence after the conclusion of the employment contract.

(3) Withdrawal from the employment contract pursuant to paragraph (2) shall be possible until the employee begins the performance of work. Withdrawal from the employment contract must be done in writing, otherwise it shall be invalid.

### **Securing of rights and obligations resulting from labour-law relations**

#### **§ 20**

(1) Rights and obligations resulting from labour-law relations may be secured by an agreement on wage deductions, by a surety or by the establishment of right of lien.

(2) Settlement of an employer's claim may be secured by an agreement on wage deductions between such employer and employee. The agreement must be concluded in writing, otherwise it shall be invalid.

(3) If, by virtue of this Act or other labour-law regulation, the obligation results for an employee to settle a claim with the employer, or if the obligation results for the employer to settle a claim with an employee, another natural person or legal person may guarantee in a written proclamation to discharge such a claim unless the debtor himself/herself does so.

(4) Claim to compensation of damages to entrusted sums, which the employee is obliged to settle, and claim to compensation of damages that the employee caused the employer intentionally may be secured by the employer and the employee by means of a written contract on the establishment of right of lien to real estate owned by the employee.

### **Employees' claims resulting from labour-law relations in the event of insolvency of employer**

#### **§ 21**

If the employer becomes insolvent and cannot satisfy the claims of employees resulting from labour-law relations, these claims shall be satisfied by benefit from the guarantee insurance in accordance with special regulation.

#### **§ 22**

### **Obligation to provide information**

(1) The employer, provisional bankruptcy trustee or bankruptcy trustee must inform in writing on insolvency to employees' representatives, or inform employees directly if there

are no employees' representatives in the employer within 10 days of the start of the insolvency.

(2) The employee is obliged to notify to the employer, provisional bankruptcy trustee or bankruptcy trustee for their application all needful information in connection with confirmation of his/her claims resulting from labour-law relation according to special regulation.

**§ 23 to § 26 are deleted with effect from 1 January 2004**

**Transfer of rights and obligations resulting from labour-law relations**

**§ 27**

If an employer with a legal successor dissolves, rights and obligations arising from labour-law relations shall pass to such a successor, unless otherwise stipulated by special regulation.

**§ 28**

(1) If a business unit, which is an employer or a part of an employer for the purposes of this act or if a task or activity of an employer or part thereof is transferred to another employer, the rights and obligations arising from the relationships governed by labour law with the transferred employee shall be transferred to the transferee employer.

(2) A transfer pursuant to Paragraph 1 is the transfer of a business unit, which preserves its identity as an organised group of resources (tangible assets, intangible assets and personnel), whose purpose is to carryout economic activity regardless of whether this activity is primary or secondary.

(3) The transferor is a legal person or natural person who ceases to be the employer on a transfer in accordance with Paragraph 2.

(4) The transferee is a legal person or natural person who becomes the employer of the transferred employees on a transfer in accordance with Paragraph 2.

(5) Rights and obligations of the hitherto employer towards employees whose labour-law relations ceased on the day of transfer shall remain unaffected.

**§ 29**

(1) An employer shall be obliged, no later than one month prior to the transfer of rights and obligations arising from labour-law relations, to inform the employees' representatives, and if no employees' representatives operate at the employer, the employees directly in writing on

- a) the date or proposed date of transfer,
- b) reasons thereof,

c) labour-law, economic and social implications of the transfer with respect to employees,  
d) projected measures of the transfer affecting employees.

(2) With a view to achieving consensus, an employer shall be obliged, at the latest one month prior to implementation of measures affecting employees, to negotiate such measures with the employees' representatives.

(3) Obligations stipulated by paragraphs (1) and (2) shall also apply to the transferee employer.

### **§ 29a**

If a transfer results in significant changes in an employee's working conditions and the employee does not agree with the change, employment shall be deemed terminated by agreement pursuant to § 63 paragraph (1) letter (b) with effect from the date of the transfer. An employee falling under the first sentence shall be entitled to a severance allowance pursuant to § 76.

### **§ 30**

Rights and obligations arising from labour-law relations shall upon the death of an employer who is a natural person pass to his/her heirs.

### **§ 31**

(1) If an employer or its part is sold, rights and obligations arising from labour-law relations shall be transferred from the selling employer to the purchasing employer.

(2) If, after withdrawing from a contract on sale of an employer or its part, the rights and obligations arising from labour-law relations are not transferred to another transferee, settlement of claims from labour-law relations shall be secured by the selling employer.

(3) If an employer-lessor leases part of the employer to another employer, rights and obligations towards employees of this part arising from labour-law relations shall be transferred to the employer-lessee.

(4) If, after the leasing termination of the employer or of part of the employer, the rights and obligations from labour-law relations are not transferred to another lessee, settlement of claims from labour-law relations shall be secured by the employer-lessor; this shall not apply to employees taken on by the employer-lessee after the start of the lease.

(5) If an employer is wound-up, the body that wound-up the employer shall determine which employer shall be obliged to settle the claims of employees of the wound-up employer or to enforce his/her claims.

(6) If, upon winding-up of an employer, liquidation is executed, the liquidator shall be obliged to settle the claims of the employees of the wound-up employer.

(7) If a transfer of rights and obligations arising from labour-law relations transpires, the employer shall be obliged to adhere to the collective agreement as agreed upon by the preceding employer, and this up to the termination of its validity.

(8) In a transfer of rights and obligations arising from labour-law relations from a present employer to a future employer, the legal position and function of employees' representatives shall be retained until the termination of the function period unless agreed otherwise.

(9) The provisions on the transfer of rights and obligations under relations governed by labour law shall not apply to an employer whom a court has declared insolvent.

### **Agreement on disputed claims**

#### **§ 32**

Participants may arrange their disputed claims by an agreement on disputed claims, which must be in writing; otherwise it shall be invalid.

#### **§ 33**

(1) A claim is to be settled at a place stipulated by this Act or by way of agreement of the participants. Where the place of settlement is not so determined, it shall be the place of residence or seat of the participant whose claim is to be settled.

(2) If a claim is settled using a postal company, the claim shall be deemed settled at the moment of the settlement's delivery. If a claim is settled via bank or a foreign bank branch in the Slovak Republic, the claim shall be deemed settled by crediting of the financial means to the account of the authorised participant.

(3) Where the period for the claim's settlement is not laid down by a legal regulation, or is not determined in the decision or is not agreed upon, the claim must be settled within seven days upon the day the authorised participant demanded settlement.

(4) A claim may also be settled by being put into official safekeeping.

#### **§ 34**

If an employer or employee is obliged to settle several financial claims and the settlement is insufficient to discharge all financial claims, claim that the liable participant at the time of settlement declares the desire to settle, shall be discharged. If he/she fails to do so, the earliest due claim shall be settled.

#### **§ 35**

### **Death of employee**

(1) Unless stipulated otherwise by a special regulation, financial claims of an employee shall not cease with his/her death. Claims to wages from an employment relationship shall be progressively conferred directly upon the spouse, children and parents of the employee, if living with the employee at the time of death in a common household, and

this to the sum of fourfold the employee's average monthly earnings. If there are no such persons, such claims shall become a subject of inheritance.

(2) Financial claims of an employer shall cease upon the death of the employee, excepting such claims which were legally adjudged, or which the employee prior to his/her death acknowledged in writing both as regards the reason and amounts, and claims to compensation for damages caused deliberately or by loss of articles entrusted to the employee in a written confirmation.

(3) Claims to compensation for suffering and impediment to social involvement (§ 198, paragraph (1), letter b)) shall cease upon the death of an employee.

### **§ 36**

#### **Extinction of a right**

Extinction of a right due to non-enforcement by the prescribe term shall transpire only in cases stipulated in § 63 paragraph (4) and (5), § 68 paragraph (2), § 69 paragraph (3), § 75 paragraph (3), § 77, § 193 paragraph (2) and § 240 paragraph (8). If a right is enforced after the lapse of the set term, the court shall take the extinction of the right into account even if no party to the proceedings makes an objection.

### **§ 37**

#### **Calculation of time**

Period of rights' or obligations' restriction, and the period by the completion of which the establishing of rights or obligations is conditioned, shall commence on the first day and end on the last day of the determined or agreed period.

### **§ 38**

#### **Delivery**

(1) Written documents of the employer concerning the establishing, change and termination of an employment relationship, or the establishing, change and termination of an employee's obligations arising from an employment contract must be delivered to the employee in person. This applies equally to documents concerning the establishing, change and termination of rights and obligations arising from an agreement on work performed outside the employment relationship. The employer shall deliver documents to the employee at the workplace, employee's place of residence, or anywhere where the employee shall be intercepted. Where such action proves impossible, documentation may be delivered by using a postal company as recommended mail.

(2) Documents delivered by using a postal company shall be dispatched by the employer to the last known address of the employee, as recommended mail with advice of delivery and note "to his/her own hands".

(3) Documents of an employee concerning the establishing, change and termination of the employment relationship, or the establishing, change and termination of obligations of the employee arising from the employment contract, or from an agreement on work performed outside the employment relationship shall be delivered by the employee at the workplace or by recommended mail.

(4) The obligation of an employer or employee to deliver documents shall be discharged once the employee or employer receive such documents, or once the postal company returned the documentation to the employer or employee as undeliverable or the employee or employer, by their action or neglect, hampered the delivery of such documentation. Effects of delivery shall also transpire if the employee or employer waives the receipt of documents.

(5) When a postal company is used to deliver documents, the conditions laid down in the special regulation must be fulfilled.

### **Interpretation of selected terms**

#### **§ 39**

(1) Legal regulations and other regulations for securing occupational safety and health shall be regulations for the protection of life and health, hygiene and anti-epidemic regulations, technical regulations, technical norms, transport regulations, fire protection regulations and regulations governing the manipulation of combustibles, explosives, weapons, radioactive substances, poisons and other substances damaging health, if they regulate matters concerning the protection of life and health.

(2) Regulations for securing occupational safety and health shall also be rules for the securing of occupational safety and health issued by employers after agreement with employees' representatives; if an agreement is not reached within 15 days of the submission of a proposal, a decision shall be taken by the relevant labour inspectorate according to special regulation.

#### **§ 40**

(1) A lone employee shall be understood as an employee who lives alone and is a single, widowed or divorced man or a single, widowed or divorced woman.

(2) A lone employee shall also be understood as a lone man or woman for other substantive reasons.

(3) An employee younger than 18 years of age shall be deemed adolescent employee.

(4) Special regulation shall determine who is the legal representative of an adolescent employee.

(5) Pursuant to this Act a family member is a spouse, a natural child, a child entrusted to an employee for alternative care based on a court ruling or a child entrusted to the care of an employee in advance of a court ruling on adoption, an employee's parent, employee's



sibling, spouse of an employee's sibling, parent-in-law, spouse's sibling, employee's grandparent, spouse's grandparent, employee's grandchild and other persons residing in a common household with the employee.

(6) For the purposes of this Act a pregnant employee shall be an employee who has informed her employer in writing of her condition and who has submitted a medical confirmation of this.

(7) For the purposes of this Act a breastfeeding employee shall be an employee who has informed her employer in writing of this fact.

(8) For the purposes of this act, an employee with health disability shall be understood as an employee recognised as an invalid under special regulations, who submits a decision on invalid pension.

(9) For the purposes of this act, a comparable employee shall be an employee, who has agreed an employment relationship for an indefinite period and a determined weekly working time of the same employer or an employer according to § 58, who carries out or would carry out the same type of work or a similar type of work taking into consideration qualifications and experience in a relevant field.

## **Part Two**

### **EMPLOYMENT RELATIONSHIP**

#### **§ 41**

##### **Pre-contractual relations**

(1) Prior to conclusion of an employment contract, an employer shall be obliged to acquaint a natural person with rights and obligations that will pertain to him/her from an employment contract, with working conditions and wage conditions under which he/she shall perform work.

(2) If health capacity to work or mental capacity to work or other precondition pursuant to special law is required for the performance of work, the employer may only conclude an employment contract with a natural person having health capacity or mental capacity to perform such work, or with a natural person meeting other precondition pursuant to a special law.

(3) An employer may only conclude an employment contract with an adolescent upon medical examination of the adolescent.

(4) For the conclusion of an employment contract with an adolescent, the employer shall be obliged to request a statement from the adolescent's legal representative.

(5) An employer may only demand, from a natural person seeking his/her first employment, information relating to work that is to be performed. An employer may demand, from a natural person who has already been employed, the presentation of an employment evaluation and confirmation of employment.

(6) An employer may not request from natural person information

- a) concerning pregnancy,
  - b) on family relationships,
  - c) on integrity, except for work requiring integrity as laid down by a special regulation, or if the integrity requirement is demanded by the nature of work which the natural person is to perform,
  - d) on political affiliation and religious affiliation.
- (7) A natural person shall be obliged to inform the employer on circumstances inhibiting the performance of work, or which may otherwise prove detriment to the employer and on the length of working time with other employer if concerning an adolescent.
- (8) Upon engaging a natural person, an employer may not violate the principle of equal treatment where concerning access to employment (§ 13, paragraphs (1) and (3)).
- (9) Where an employer upon establishing an employment relationship shall breach the obligations stipulated by paragraphs (5), (6) and (8), the natural person shall be entitled to appropriate financial compensation.

## **Employment contract**

### **§ 42**

- (1) An employment relationship shall be established by a written employment contract between the employer and the employee. The employer shall be obliged to provide the employee with one written copy of the employment contract.
- (2) If a special regulation stipulates an election or appointment as a condition for the performance of the function of a statutory body, or an internal regulation of the employer stipulates an election or appointment as a condition for the performance of superior employee in the direct administrative activity of a statutory body, the employment relationship with such employee shall be established on a written employment contract after his/her election or appointment.

### **§ 43**

- (1) In an employment contract, the employer shall be obliged to stipulate with the employee the following substantial items:
- a) the type of work for which the employee was accepted, and its brief description,
  - b) place of work performance (municipality and organisational unit, or place otherwise determined),
  - c) day of work take-up,
  - d) wage conditions, unless agreed in collective agreement.
- (2) An employer in an employment contract shall present, besides items pursuant to paragraph (1), also further working conditions, particularly concerning payment terms, working time, duration of paid holiday and length of notice period.
- (3) If working conditions pursuant to paragraph (1), letter d) and paragraph (2) are agreed in a collective agreement, it shall be sufficient to give reference to the collective agreement provisions; otherwise, reference to relevant provisions of this Act shall be

sufficient. If wage conditions are not agreed in the employment contract and the effect of provisions of the collective agreement to which the employment contract refers have lapsed, the wage conditions agreed in the collective agreement shall be deemed wage conditions agreed in the employment contract until the agreement of new wage conditions in a collective agreement or in the employment contract for, at most, a period of 12 months.

(4) Further conditions in the interest of the participants, particularly further material benefits, may be agreed in the employment contract.

(5) Where the place of work performance is abroad, the employer shall also stipulate in the employment contract

a) duration of work performance abroad,

b) currency in which wages or part thereof shall be paid,

c) further settlements in cash or in kind relating to performance of work abroad,

d) possible conditions of the employee's return from abroad.

(6) The information contained in paragraph (5) shall only be provided to the employee only in the case that his/her time of employment abroad exceeds one month.

#### **§ 44**

(1) If a written employment contract does not contain the conditions stipulated in § 43, paragraphs (2), (4), and (5), the employer shall be obliged within one month at the latest from the establishing of the employment relationship, to make-out for an employee a written notification containing such conditions.

(2) If an employment relationship is due to terminate prior to the lapse of one month from the take-up of employment, the employer must issue for an employee, a written notification on acceptance to employment by the termination of the employment relationship at the latest.

(3) If the place of work performance is abroad, the employer shall be obliged to issue a written notification on acceptance to employment prior to the employee's departure abroad.

#### **§ 45**

##### **Probationary period**

(1) A probationary period may be agreed in an employment contract for a maximum of three months, except in the case of an executive employee who reports directly to the statutory body or a member of the statutory body and in the case of an executive employee who reports directly to such an executive employee, where the maximum shall be six months. A probationary period may not be prolonged.

(2) The probationary period shall be prolonged by periods of obstacles to work on the part of the employee.

(3) The probationary period must be agreed upon in writing or otherwise it shall be invalid.

(4) A probationary period may not be agreed if a fixed term employment relationship is renewed.

(5) It is possible to agree an exception from paragraph (1) in a collective agreement whereby the maximum length of a probationary period agreed in an employment contract with an employee can be six months except in the case of an executive employee who reports directly to the statutory body or a member of the statutory body and in the case of an executive employee who reports directly to such an executive employee, where the maximum can be nine months.

(6) It is possible to agree an exception from paragraph (2) in a collective agreement whereby the probationary period shall not be extended by periods of obstacles to work on the part of the employee and other objective reasons on which the probationary period is extended, including periods of obstacles to work on the part of the employer.

## **§ 46**

### **Establishing of employment relationship**

An employment relationship shall be established on the day agreed in the employment contract as the day of taking up work.

## **§ 47**

### **Obligations resulting from employment relationship**

(1) From the day of establishing of employment relationship

a) an employer shall be obliged to assign work to the employee according to the employment contract, to pay him/her a wage for the performance of work, to create conditions for the performance of work tasks and to maintain other work conditions stipulated by legal regulations, the collective agreement and the employment contract,

b) an employee shall be obliged, according to the employer's instructions, to perform the work in person according to the employment contract in a determined working time, and to maintain work discipline.

(2) On taking up the employment, an employer is obliged to acquaint the employee with the work rules, with the collective agreement, with an agreement pursuant to § 233a and with legal regulations relating to work performed by him/her, with legal regulations and other regulations ensuring occupational safety and health which the employee must maintain at his/her work, and with provisions on the principle of equal treatment.

(3) An employer may not judge obligations as unfulfilled if an employee refuses to perform work or follow instructions which

a) are in contradiction with generally binding legal regulations or with good morals,

b) directly and seriously threaten the life or health of the employee or other persons.

(4) An employer is obliged to present reports on the new agreed employment relationships to the employees' representative within the agreed period.

## **§ 48**

### **Fixed term employment relationship**

(1) An employment relationship shall be agreed for an indefinite period, if the duration of employment is not defined explicitly in the employment contract or if the agreement was amended and the conditions for fixed-term employment to enter into force were not met. An employment relationship shall also have indefinite duration if a fixed term employment relationship was not agreed in writing.

(2) A fixed term employment relationship may be agreed for at most three years. A fixed term employment relationship may be extended or renewed at most three times within a three year period.

(3) A renewed fixed term employment relationship is an employment relationship beginning less than six months after the end of the previous fixed term employment relationship between the same parties.

(4) A further extension or renewal of the fixed term employment relationship to three years or over three years can be agreed only in the following reasons

- a) substitution of an employee during maternity leave, parental leave, leave immediately linked to maternity leave or parental leave, temporary incapacity for work or an employee who has been given long term leave to perform a public function or trade union function,
- b) the performance of work in which it is necessary to increase employee numbers significantly for a temporary period not exceeding eight months of the calendar year,
- c) the performance of work that is linked to the seasonal cycle, which repeats every year and does not exceed eight months in the calendar year (seasonal work),
- d) the performance of work agreed in a collective agreement.

(5) The reason for extension or renewal of a fixed term employment relationship under Paragraph 4 shall be stated in the employment contract.

(6) A further extension or renewal of an employment relationship for a fixed term of up to three years or over three years can be agreed with a teacher in higher education or a creative employee in science, research or development if there are objective reasons relating to the character of the activities of the teacher in higher education or creative employee in science, research or development as stipulated in special regulation.

(7) An employee in a fixed term employment relationship may not be given either more or less favourable treatment than in comparison to a comparable employee with regard to working conditions and terms of employment under this act and working conditions relating to safety and health at work under special regulation.

(8) The employer shall inform employees in fixed term employment relationships and employees' representatives in a suitable manner of any indefinite term vacancies that become available.

(9) The limitations given in Paragraphs 2 to 7 shall not apply to employment in a temporary employment agency.

### **Employment relationship with reduced working time**

#### **§ 49**

(1) An employer may agree with an employee in the employment contract, a reduced weekly working time than determined weekly working time.

(2) An employer may agree with an employee amendment of the determined weekly working time to a reduced weekly working time, and amendment of reduced weekly working time to the determined weekly working time.

(3) Reduced working time need not be distributed over all working days.

(4) An employee in an employment relationship with reduced working time shall be entitled to wages corresponding to the agreed reduced working time.

(5) An employee in an employment relationship with reduced working time may not be advantaged nor constrained in comparison to a comparable employee.

(6) An employer shall inform employees and employees' representatives in an understandable manner on the possibility of vacancies with reduced working time, and on the established weekly working time.

#### **§ 49a**

#### **Job sharing**

(1) A job sharing is a job in which employees in an employment relationship with reduced working time themselves distribute amongst themselves the working time and the job description appertaining to the job.

(2) Before concluding an agreement on the assignment of an employee in an employment relationship with reduced working time to a job sharing, the employer shall inform the employee in writing of the working conditions that apply to the job sharing.

(3) An agreement on the assignment of an employee to a job sharing must be done in writing, otherwise it shall be invalid. It must include written notification according to paragraph (2).

(4) If the employees with whom an employer has concluded an agreement on assignment to a job sharing do not agree on the distribution of working time or job description, a decision shall be taken by the employer.

(5) If there is an obstacle to work on the side of an employee in a job sharing, the employees with whom the employee shares the jobs must substitute for the employee unless there are serious reasons preventing this on their side. The employer is obliged to inform an employee without unnecessary delay should the need arise for them to substitute pursuant to the first sentence.

(6) An agreement on assignment to a job sharing can be terminated by notice with a notice period of one month from the date of delivery.

(7) If a job sharing ceases to exist but the job description appertaining to the job continues to exist, the employee shall have the right to be assigned work equivalent to the full working time and job description that were assigned to the employee in the job sharing, and if the job sharing was shared between multiple employees, each shall be entitled to their proportionate share of the equivalent working time and job description.

## **§ 50**

An employer may agree on several employment relationships with the same employee only for activities consisting of work of a different type; the rights and obligations arising from these employment relationships shall be considered separately.

## **§ 51 is deleted with effect from 1 July 2003**

## **§ 52**

### **Home work and telework**

(1) The employment relationship of an employee who performs work for an employer at home or at another agreed place, pursuant to conditions agreed in the employment contract (hereinafter referred to as "home work") or who performs work for an employer at home or at another agreed place, pursuant to conditions agreed in the employment contract, using information technology (hereinafter referred to as "telework") within the working time arranged by himself/herself, shall be governed by this Act, with the following deviations:

- a) provisions on the arrangement of determined weekly working time, continuous daily rest, continuous weekly rest and on stoppage shall not apply to such employee,
- b) in cases of substantive personal obstacles to work, the employee shall not be entitled to wage compensation from the employer, except in case of death of a family member,
- c) such employee shall not be entitled to wage for overtime work, to wage surcharge for a period of work on a public holiday, to wage surcharge for the period of night work and to wage compensation for work in constrained working environments, unless the employee agrees otherwise with the employer.

(2) The employer shall adopt measures to facilitate telework, in particular:

- a) he/she shall provide, install and perform regular maintenance of hardware and software necessary for the performance of telework, except in cases where an employee performing telework uses his/her own equipment,
- b) he/she shall ensure, especially with regard to software, protection for data processed and used in telework,
- c) he/she shall inform the employee of all restrictions on the use of hardware and software and also of the penalties for any breach of these restrictions.

(3) The employer shall adopt measures to prevent employees performing home work or telework from becoming isolated from other employees and give them an opportunity to meet with other employees.

(4) Working conditions for employees who work from home or telework may not disadvantage such employees in comparison with comparable employees who work in the employer's workplace.

(5) An employee shall not be considered to perform home work or telework if he/she works at home or at another agreed workplace than usual only occasionally or in exceptional circumstances with the consent of employer or under an agreement with him/her subject to the condition that the type of work that the employee performs under the employment contract allows this.

### **§ 52a**

#### **Employee performing a clerical activity**

Provisions on working time and on collective labour-law relations shall not apply to labour-law relations of employees of churches and religious communities who perform clerical activity.

### **§ 53**

#### **Conclusion of an employment contract with a pupil of a secondary vocational school or a vocational training centre**

(1) If a pupil passes his/her final examinations or school-leaving examinations or successfully completes his/her studies (vocational training), the employer for whom the pupil underwent vocational training is obliged to conclude an employment contract with the pupil of the secondary vocational school or vocational training centre and provide opportunities for his/her career development; in this case a probationary period cannot be agreed. The agreed type of work must correspond to the qualification acquired in the pupil's area of apprenticeship or study, unless the employer and pupil agree otherwise. The employer can refuse to conclude an employment contract only if no suitable work is available for the pupil, because tasks have changed, because the pupil does not have a satisfactory health condition or the pupil does not satisfy the success criteria laid down by the employer during vocational training, which the employer delivered to the pupil in writing before the start of vocational training. The employer may conclude an employment contract with the pupil also before the end of studies (vocational training), at the earliest on the date when the pupil reaches 15 years of age.

(2) An employer for whom a pupil is receiving vocational training may conclude an agreement with the pupil in a secondary vocational school or vocational training centre in which the pupil agrees that after passing the her final examinations or school-leaving examinations or after completing his/her studies (vocational training) he/she will remain an employee of the employer for a fixed period, at most three years, or reimburse the employer the reasonable expenses that the employer incurred for his/her vocational training in applicable areas or subjects. The period spent in employment shall not include



the period referred to in § 155 paragraph (4). An agreement can be concluded only when concluding an employment contract. The agreement must be concluded in writing and must be made with the consent of the pupil's legal guardian, otherwise it shall be null and void.

(3) If an employee enters into an employment relationship or other similar relationship with an employer other the employer for whom he/she received vocational training during the period that he/she agreed to remain with that employer, the employee's duty under paragraph (2) shall pass to the new employer, who shall be obliged to pay the previous employer a proportionate part of the reasonable expenses incurred for the pupil's vocational training in the applicable area or subject, unless they agree otherwise. While an undertaking pursuant to paragraph (2) remains in force, an employee shall be obliged to notify the employer with whom he/she concluded an agreement pursuant to paragraph (2) of the creation of an employment relationship or equivalent work relationship with another employer.

(4) Reasonable costs shall be reimbursed for the whole period of vocational training of the pupil in a secondary vocational school or vocational training centre. A proportionate part of the reasonable expenses is a part corresponding to the unfulfilled period of commitment.

(5) The obligation for an employer to settle costs shall not arise if

a) the employee is unable, according to medical opinion, to execute the vocation for which he/she has been trained or to perform his/her existing work for the reasons given in § 63 paragraph (1) (c) and § 69 paragraph (1) letter (a),

b) the preceding employer violates the obligation towards the employee by virtue of employment contract, or collective agreement or legal regulations,

c) the employee accompanies his/her spouse to the spouse's place of residence, or an adolescent employee accompanies his/her parents to a new place of residence,

d) the preceding employer terminates the employment relationship with the employee, with the exception of § 63, paragraph (1), letter e) and § 68, paragraph (1).

e) by virtue of the data in the preceding employer's confirmation of employment, the obligation to reimburse such costs is not applicable for the other employer.

## **§ 54**

### **Agreement on changes of working conditions**

The agreed contents of an employment contract may only be amended where the employer and employee agree on such amendment. The employer shall be obliged to make out the amendment to an employment contract in writing.

## **Transfer to different work**

### **§ 55**

(1) An employee shall be obliged to perform work of a different type or in a different place than that as concluded in the employment contract only exceptionally in cases stipulated in paragraphs (2) and (4).

(2) An employer shall be obliged to transfer an employee to a different work, if

a) a medical opinion states that the employee's health condition has caused the long term loss of his/her ability to perform his/her previous work or if he/she can no longer perform such work as a result of an occupational illness or the risk of such an illness, or if he/she has already received the maximum permitted level of exposure in the work place as determined by a decision of a competent public health body,

b) a pregnant woman, a mother who has given birth within the last nine months or a breastfeeding woman performs work that such women may not be employed to do or which according to a medical opinion jeopardizes her pregnancy or maternal function,

c) according to a medical opinion or a decision of the public health body, it is imperative in the interest of protecting health of other persons against contagious diseases, (hereinafter referred to as „quarantine measure”),

d) it is deemed imperative by virtue of a legal ruling of court or other competent body,

e) by virtue of a medical opinion, an employee working at night is acknowledged unfit for night work,

f) a pregnant woman, a mother who has given birth within the last nine months and a breastfeeding woman requests a transfer to day work if assigned to night work.

(3) If the objective of transfer pursuant to paragraph (2) cannot be achieved by transferring the employee within the scope of the employment contract, the employer may in such cases transfer the employee upon agreement to work of a different type than that as concluded in the employment contract.

(4) An employer may, without the consent of the employee, transfer the employee for a necessary period of time to work different than that as agreed upon, if so required for averting extraordinary events, or for mitigating the immediate consequences thereof.

(5) Work to which an employer transfers an employee pursuant to paragraph (3) must correspond to the employee's health capacity for work. The employer shall be obliged to take into account the suitability of work to the employee considering his/her abilities and qualifications.

(6) An employer shall be obliged to negotiate with the employee the reason for transfer to different work and the duration of the transfer in advance. If transfer of an employee results in amendment to the employment contract, the employer shall be obliged to provide the employee with a written notification of the reason for transfer to a different work and the duration thereof, except cases stipulated in paragraph (4).

## § 56

Prior to the conclusion of an agreement on change of working conditions in accordance with § 54 and prior to transfer of an employee to work of a different type than that as concluded in the employment contract in accordance with § 55, the employer shall be obliged to secure a medical examination in cases stipulated in special regulation. The employee may not be required to pay for the provided health care.

## § 57

### **Business trip**

An employer may post an employee on a business trip outside the periphery of the municipality of the regular workplace or residence of the employee for an inevitable necessary period of time upon the consent of the employee only. This shall not apply where posting to a business trip pertains directly to the nature of the agreed type of work or place of work performance, or if the possibility of being posted on a business trip has been agreed on in the employment contract. An employee on a business trip shall perform work according to instructions of the superior employee who posted him/her on such a business trip.

## § 58

### **Temporary Assignment**

(1) The employer or the agency for temporary employing in accordance with separate regulation may agree in writing with the employee on assignment him/her temporarily to perform work to another legal person or natural person (hereinafter referred to as “using employer”).

(2) The agency for temporary employing shall undertake, in the employment contract concluded between the agency for temporary employing and the employee, to ensure for temporary performance of work of the employee at the using employer, and shall agree on the conditions of employment.

(3) The written temporary assignment agreement concluded between the employer and the employee shall mainly include the name and registered office of the using employer, date of inception of the temporary assignment, agreed duration of the temporary assignment, type of work and location of performance of work, wage conditions and the conditions for unilateral termination of the performance of work before lapse of the specified duration of temporary assignment. The same elements shall be included in the employment contract concluded between the agency for temporary employing and the employee, if the employment contract is concluded for a fixed term.

(4) The using employer to whom the employee was temporarily assigned shall, during the temporary assignment, assign tasks to the employee on behalf of the employer or of the agency for temporary employing, organise, manage and control his/her work, issue

instructions to him/her for the purpose, create favourable working conditions and provide for safety and protection of health at work to the same extent as applies to other employees. executive employees of the using employer may not execute legal actions concerning the temporarily assigned employee on behalf of the employer or of the agency for temporary employing.

(5) During the temporary assignation the employee shall be paid wage, compensation of wage and travelling expenses by the employer having temporarily assigned the employee or the agency for temporary employing. Working conditions including pay conditions and terms of employment for temporarily assigned employees must be at least favourable than those for a comparable employee of the using employer.

(6) Working conditions and conditions of employing are defined as/

a) working time, breaks at work, rest, overtime work, work standby, night work, holidays and public holidays,

b) Wage conditions,

c) Safety and protection of health at work,

d) Compensation of damage in the event of an occupational accident or occupational disease,

e) Compensation in the event of insolvency and protection of rights of temporary employees,

f) protection of pregnant women, mothers who have given birth within the last nine months, breastfeeding women, women and men who care for children and adolescents,,

g) The right to collective bargaining,

h) Catering conditions.

(7) The employer, who temporarily assigned the employee, or the agency for temporary employing compensated the damage to employee who sustained damage while discharging his/her work tasks or in direct relation to it at the using employer, shall be entitled to the refund damage concerned by the using employer, unless agreeing differently with the latter.

(8) The temporary assignation shall terminate by lapse of its agreed duration. Before that time the temporary assignation may be terminated by agreement of the participants of the employment relationship, or by unilateral termination by the participants on the basis of agreed conditions.

(9) The using employer shall submit to the employer and to the agency for temporary assigning information about the working conditions and employing conditions of the comparable employee at the using employer.

(10) The using employer, to whom the employee was assigned by the agency for temporary assigning, shall/

a) inform the temporary employees about all of his vacant jobs, in order to offer them the same opportunity for obtaining permanent employment as to other employees,

b) secure access of the temporary employees to his social services subject to the same conditions as his own employees,

- c) enable the same access of the temporary employees to education, as to his other employees,
  - d) provide information to employees' representatives about the use of temporary employees within informing about his employment situation.
- (11) Temporary employees shall be included for the purpose of electing employees' representatives in accordance with § 233 (2) and (3).

### **§ 58a**

(1) The employer or temporary employment agency may agree with the using employer on the temporary assignment of an employee to perform work. The employer may agree on agree temporary assignment with the using employer only where there are objective operational reasons for such assignment.

(2) The temporary assignment agreement concluded between the employer or temporary employment agency and the using employer must include

- a) the name and surname, the date and place of birth and the place of permanent residence of the temporarily assigned employee,
- b) the type of work that the temporarily assigned employee will carry out, including estimated health and psychological requirements for the work or other requirements according to special legislation if required for this work,
- c) the period for which the temporary assignment has been agreed,
- d) the location where the work is to be performed,
- e) the date from which the assigned employee shall carry out work for the using employer,
- f) working conditions including pay conditions and employment conditions for temporarily assigned employees must be at least as favourable than those for a comparable employee of the using employer,
- g) the conditions under which the employee or the using employer may terminate the temporary assignment before the end of the term of temporary assignment,
- h) the number of the decision and the issue date of the decision granting the temporary employment agency permission to carry out the activities of a temporary employment agency.

(3) The temporary assignment agreement concluded between the employer or temporary employment agency and the using employer must be concluded in writing otherwise it shall be invalid.

### **§ 58b**

Provisions of the employment contract or agreement pursuant to § 58a forbidding the conclusion of an employment relationship between a using employer and the employee after his or her assignation by a temporary employment agency or by an employer or preventing the conclusions of such contracts or agreements shall be invalid.

## **Termination of employment relationship**

### **§ 59**

- (1) An employment relationship may be terminated
- a) by agreement,
  - b) by notice,
  - c) by immediate termination,
  - d) by termination within a probationary period.
- (2) An employment relationship concluded for a fixed period shall terminate upon expiry of the agreed period.
- (3) An employment relationship of an alien or stateless person shall terminate, unless terminated by other means, upon the day
- a) his residency within the territory of the Slovak Republic is due to terminate pursuant to an executable ruling on the forfeiture of residence permit,
  - b) a verdict imposing the sentence of expulsion from the territory of the Slovak Republic on such person entered into force,
  - c) of expiration of the period for which the residence permit on the territory of the Slovak Republic was issued.
- (4) An employment relationship shall terminate upon the death of the employee.

### **§ 60**

#### **Agreement on termination of employment relationship**

- (1) If an employee and employer agree on the termination of the employment relationship, the employment relationship shall terminate upon the agreed day.
- (2) Agreement on the termination of employment relationship shall be concluded by the employer and employee in writing. The agreement must stipulate the reasons for the termination of employment relationship if requested by the employee, or if the employment relationship was terminated by agreement for reasons of organisational changes.
- (3) The employer shall issue the employee with one counterpart of the agreement on termination of employment relationship.

### **§ 61**

#### **Notice**

- (1) An employment relationship may be terminated by giving notice on the part of the employer or employee. Notice must be given in writing and delivered to the other party, or otherwise it shall be invalid.

(2) An employer may only give notice to an employee for reasons expressly stipulated in this Act. The reason for giving notice must be defined in the notice in terms of fact such that it may not be confused with a different reason, or the notice shall otherwise be deemed invalid. The reason for giving notice may not be subsequently amended.

(3) Where the employer gives notice to an employee by virtue of § 63, paragraph (1), letter b), he/she may not within 2 months create the wound-up work post anew and employ another employee to the same post.

(4) Notice that was delivered to the other party may only be revoked with his/her consent. Revocation of notice, and the consent to its revocation must be made out in writing.

## **§ 62**

### **Period of notice**

(1) Where notice has been given, the employment relationship shall terminate upon expiration of the period of notice.

(2) The period of notice shall be one month unless this act stipulates otherwise.

(3) The notice period for an employee who is given notice for the reasons stated in § 63 paragraph (1) letter (a) or (b) or because the employee's health condition has, according to a medical opinion, caused the long term loss of his/her ability to perform his/her present work, shall be

a) two months if the employer in employment relationship has employed the employee for at least one year and less than five years as at the date of delivery of notice,

b) three months if the employer in employment relationship has employed the employee for at least five years as at the date of delivery of notice,

(4) The notice period for an employee who is given notice for reasons other than those stated in paragraph (3) shall be two months if the employer in employment relationship has employed the employee for at least one year as at the date of delivery of notice.

(5) The period of employment relationship for the purposes of paragraphs (3) and (4) shall include repeated fixed term employment relationships concluded with the same employer if they followed each other without break.

(6) If notice is given by an employee who has been employed in employment relationship by the employer for at least one year as at the date of delivery of notice, the notice period shall be two months.

(7) The notice period shall begin from the first day of the calendar month following the delivery of notice and end on the last day of the corresponding calendar month unless this act stipulates otherwise.

(8) If the employee does not continue to work for the employer until the end of the notice period, the employer shall be entitled to monetary compensation equal to the average monthly earnings of the employee for one month if they agree on such monetary compensation in the employment contract; an agreement on monetary compensation must be done in writing otherwise it shall be invalid.

(9) A collective agreement may determine a group of employees whose employment contract may set a different amount of monetary compensation in the event that an

employee does not continue to work for the employer until the end of their notice period than the amount stipulated in paragraph (8), up to a maximum equal to the number of months in the notice period that the employee does not work for the employer multiplied by the employee's average monthly earnings.

## § 63

### Notice given by employer

(1) An employer may give notice to an employee only for the following reasons:

- a) if the employer or part thereof, is wound-up or relocated,
- b) if an employee becomes redundant by virtue of the employer or competent body issuing a written resolution on change in duties, technical equipment or reduction in the number of employees with the aim of securing work efficiency, or on other organisational changes,
- c) a medical opinion states that the employee's health condition has caused the long term loss of his/her ability to perform his/her previous work or if he/she can no longer perform such work as a result of an occupational disease or the risk of such an disease, or if he/she has already received the maximum permitted level of exposure in the work place as determined by a decision of a competent public health body,
- d) an employee
  1. Does not meets the preconditions set by legal regulations for the performance of the agreed work,
  2. Ceases to fulfil the requirements pursuant to § 42 paragraph (2),
  3. Does not fulfil due to no fault of the employer, the requirements for the proper performance of the agreed work determined by special regulation or by the employer in internal regulations, or
  4. Does not satisfactorily fulfil the work tasks, and the employer has in the preceding two months challenged him in writing to rectify the insufficiencies, and the employee failed to do so within a reasonable period of time,
- e) if there are reasons on the part of the employee, for which the employer might immediately terminate the employment relationship with him/her, or by virtue of less grave breaches of labour discipline; for less grave breaches of labour discipline, the employee may be given a notice if, with respect to breach of labour discipline, he/she has been cautioned in writing within the previous six months as to the possibility of notice.

(2) An employer may give an employee notice, unless given on grounds of unsatisfactory fulfilment of working tasks, for less serious breach of labour discipline or for reasons for which immediate termination of employment relationship is applicable, only in such case where

- a) the employer does not have the possibility to further employ the employee, not even for a reduced working time, in the place which was agreed as the place of work performance,



b) the employee is not willing to shift to other work appropriate to him offered to him/her by the employer at the place of work agreed as the place of work performance or undertake the necessary training for this other work.

(3) Conditions may be agreed in a collective agreement for the performance of the employer's duty under paragraph (2) or excluding the performance of this duty.

(4) An employer, due to breach of labour discipline or for reason immediate termination of employment relationship, may only give notice to an employee within a period of two months from the day the employer became acquainted with the reason for notice, and breaching of labour discipline in abroad, within two months from the employee's return from abroad, this always within one year from the day when the reason for notice occurred.

(5) Where, within the period of two months stipulated in paragraph (4), the employee's conduct in which breach of labour discipline may be witnessed becomes the subject of proceedings of another body, notice may still be given within two months from the day when the employer became acquainted with the outcome of such proceedings.

(6) If the employer intends to give a notice to an employee on grounds of breach of labour discipline, he/she shall be obliged to acquaint the employee with the reason for such and enable him to give his/her statement on this.

### **Prohibition of notice**

#### **§ 64**

(1) An employer may not give a notice an employee within a protected period, that means

a) within a period when the employee is acknowledged temporarily incapable for work due to disease or accident, unless deliberately induced or caused under the influence of alcohol, narcotic substances or psychotropic substances, and within the period from submission of a proposal for institutional care or from entry into spa treatment up to the day of termination thereof,

b) in the event of a call-up to perform extraordinary service during a state of crisis, from the date when the employee is called up to perform extraordinary service from the date of delivery of the call-up order or when called up to start extraordinary service by mobilization order or mobilization notice or if the employee has been ordered to carry out extraordinary service, until the expiry of two weeks from his/her demobilisation; this shall also apply with regard to the performance of alternative service pursuant to special regulations,

c) within the period of a female employee's pregnancy, when an female employee is on maternity leave, a female employee or a male employee is on parental leave, or when a lone female employee or a lone male employee takes care of a child under the age of three,

d) within the period when an employee is released for execution of a public function for a long term,

e) within the period when an employee working at night is on grounds of medical opinion acknowledged as being temporarily incapable to perform night work.

(2) If an employee receives a notice prior to commencement of a protected period in such a way that the period of notice should expire within this period, the employment relationship shall terminate upon expiry of the final day of the protected period, except such cases where the employee announces that he/she does not insist on extension of the employment relationship.

(3) Prohibition of notice shall not apply to notice given to an employee

a) for reasons as stipulated in § 63, paragraph (1), letter a),

b) for a reason justifying the employer to immediately terminate the employment relationship, unless concerning an employee on maternity leave and an employee on parental leave (§ 166, paragraph (1)); if a female or male employee receives notice for such reason prior to commencement of maternity leave and parental leave, in such a way that the period of notice should expire within the period of maternity leave and parental leave, the period of notice shall terminate concurrently with the termination of maternity leave and parental leave,

c) for other breach of labour discipline (§ 63, paragraph (1), letter e)), unless concerning a pregnant employee, or female employee on maternity leave or male or female employee on parental leave,

d) if he/she has lost by his/her own fault the preconditions for the performance of the agreed work pursuant to a special law.

### **§ 65 is deleted with effect from 1 September 2007**

### **§ 66**

An employer may give notice to an employee with health disability only with the prior consent of the relevant office of labour, social affairs and family otherwise notice shall be invalid. Such consent shall not be required where notice was given to an employee who has reached the age entitling him/her to old-age pension or for reasons as stipulated in § 63, paragraph (1), letters a) and e).

### **§ 67**

#### **Notice given by employee**

An employee may give notice to an employer for any reason whatsoever, or without giving a reason.

### **Immediate termination of employment relationship**

### **§ 68**

(1) An employer may terminate an employment relationship exceptionally, only in cases where the employee

- a) was lawfully sentenced for committing a wilful offence,
- b) was in serious breach of labour discipline.

(2) An employer may, pursuant to paragraph (1) immediately terminate the employment relationship only within a term of two months from the day that he/she became acquainted with the reason for immediate termination, however by the maximum of one year from the day such reason occurred. The provisions of § 63, paragraphs (4) and (5) shall equally apply to the commencement and lapse of this term.

(3) An employer cannot immediately terminate the employment relationship with a pregnant employee, a female employee on maternity leave, or a female or male employee on parental leave, with a lone female or male employee caring for a child younger than three years of age, or with an employee who personally cares for a close person who is a person with severe disability. An employer may however, terminate an employment relationship with them by giving notice, except for a female employee on maternity leave and male employee on parental leave (§ 166, paragraph (1)), for reasons stipulated in paragraph (1).

## **§ 69**

(1) An employee may immediately terminate an employment relationship, if

- a) according to a medical opinion, he/she is unable to keep performing work without serious threat to his/her health and the employer has not transferred him/her to other work appropriate to him within 15 days from the submission of such opinion,
- b) his/her employer has failed to pay him/her a wage or wage compensation, travel reimbursement, payment for work standby or alternative income in the event of the employee's temporary incapacity for work or part thereof within 15 days of payment becoming due,
- c) his/her life or health is directly threatened.

(2) An adolescent employee may also immediately terminate an employment relationship if he/she is incapable to perform work without jeopardising his/her morals.

(3) An employee may immediately terminate an employment relationship only within a term of one month from the day he/she became acquainted with the reason for immediate termination of the employment relationship.

(4) An employee who immediately terminated an employment relationship shall be entitled to wage compensation at the amount of his/her average monthly earnings for a two-month notice period.

## **§ 70**

An employer and an employee must make the immediate termination of an employment relationship in writing, wherein they must define the reason in terms of deed in such a way that no confusion with another reason shall be possible, this to be delivered to the other party within the determined term, or it shall otherwise be deemed invalid. The stated reason may not be subsequently amended.

## § 71

### **Termination of employment relationship concluded for a fixed period**

- (1) An employment relationship concluded for a fixed period shall terminate upon expiration of such period.
- (2) Where, to the knowledge of the employer, an employee keeps performing work upon expiration of the agreed period, it shall apply that such employment relationship has changed to employment relationship concluded for an indefinite period, unless the employer agrees otherwise with the employee.
- (3) Prior to the expiration of the agreed period, an employment relationship pursuant to paragraph (1) may also be terminated otherwise than stipulated in § 59.

## § 72

### **Termination of employment relationship within the probationary period**

- (1) During the probationary period the employer and the employee may terminate the employment relationship in writing for any reason whatsoever or without giving a reason, unless it is stipulated otherwise below. The employer may terminate the employment of a pregnant woman, a mother who has given birth within the last nine months or a breastfeeding woman only in writing, in exceptional cases not relating to her pregnancy or maternal function, giving appropriate reasons in writing, otherwise the termination shall be invalid.
- (2) Written notification on the termination of an employment relationship shall be delivered to the other party, as a rule, within the minimum of three days prior to the day the employment relationship is to terminate.

## § 73

### **Collective redundancies**

- (1) Collective redundancy shall occur if an employer or a part of an employer terminates employment relationship by notice for the reasons stipulated in § 63 paragraph (1) letter (a) and (b), or if employment relationship is terminated by another method on reason not relating to the person of the employee within 30 days
  - a) of at least ten employees of an employer who employs more than 20 and less than 100 employees,
  - b) of at least 10% of total up expenses of employees of an employer who employs more than 100 and less than 300 employees,
  - c) of at least 30 employees of an employer who employs more than 300 employees.

(2) With a view to reaching an agreement, the employer shall be obliged, at least one month prior to commencement of collective redundancies, to negotiate with the employees' representatives, and if there are no employees' representatives in the workplace directly with the affected employees, measures enabling avoidance of collective redundancies of employees, or reduction thereof, mainly negotiate the possibility of placing them in appropriate employment at the employer's other workplaces, also subsequent to preceding preparation, and measures for mitigating the adverse consequences of collective redundancies of employees. To this end, the employer shall be obliged to provide the employees' representatives with all necessary information and to inform him in writing, in particular as to

- a) the reasons for collective redundancies,
- b) the number and structure of employees to be subject to termination of employment,
- c) the overall number and structure of employees employed by the employer,
- d) the period over which collective redundancies shall be effected,
- e) the criteria for the selection of employees to be subject to termination of employment.

(3) The employer shall concurrently deliver the transcript of written information pursuant to paragraph (2) to the Labour Office.

(4) Subsequent to negotiations on collective redundancies with the employees' representatives, the employer shall be obliged to submit written information on the outcome of negotiations to

- a) the Labour Office,
- b) the employees' representatives.

(5) The employees' representatives may submit comments relating to collective redundancies to the Labour Office.

(6) With regard to collective redundancies, the employer may give notice to employees for reasons as stipulated in § 63, paragraph (1), letters a) and b), or propose termination of employment relationship by agreement for the same reasons, at the earliest upon expiry of one month from the day of delivery of written information pursuant to paragraph (4).

(7) The period as stipulated in paragraph (6) shall be used by the Labour Office to seek solutions to the problems raised by the projected collective redundancies. The Office of Labour, Social Affairs and Family may make a reasonable reduction in the period pursuant to paragraph (6); if so it shall inform the employer of the reduction in writing immediately.

(8) If an employer violates the obligations stipulated in paragraphs 2 to 4 and 6, an employee subject to termination of an employment relationship within the scope of collective redundancies shall be entitled to wage compensation at the minimal amount of a twofold of his/her average monthly earnings pursuant to § 134.

(9) The provisions of paragraphs (1) to (8) shall not apply to

- a) termination of an employment relationship concluded for limited period of time, upon expiry of such period,

b) crew members of vessels flying the flag of the Slovak Republic.

(10) The provisions of paragraphs (6) and (7) shall not apply to an employer who was declared bankrupt by court.

(11) If there are no employees' representatives in the workplace, the employer shall carry out the obligations given in paragraphs 2 to 4 directly in relation to the affected employees.

(12) The employer must also comply with the obligations stipulated in paragraphs 2 to 4 if the decision for collective redundancy is taken by a managing employer as defined in § 241a paragraph (3).

## **§ 74**

### **Participation of employees' representatives at the termination of employment relationship**

§ 74 is deleted with effect from 1 September 2011.

## **§ 75**

### **Employment evaluation and confirmation on employment**

(1) An employer shall be obliged to issue an employment evaluation for an employee within 15 days from submission of the employee's request. An employer, however, shall not be obliged to issue an employment evaluation for an employee earlier than two months prior to the termination of an employment relationship. All documentation regarding evaluation of the employee's work, his/her qualifications, aptitudes, and other matters related to the performance of work are deemed employment evaluation. An employee shall have the right to look into his/her personal file, make notes, copy extracts, and make photocopies from it.

(2) Upon termination of an employment relationship, the employer shall be obliged to provide the employee with confirmation on employment, which shall state in particular

a) the period of employment duration,

b) the type of work performed,

c) whether deductions are applied to the wages of the employee, in whose favour, to what amount and which order applies to the liability for which deductions are further to be executed,

d) information on wages paid for performed work, on the payment of wage compensation and compensation for work stand-by, on deducted advances on income tax, and on other matters decisive for annual accounting of advances on tax from dependent activities and functional emoluments, and for calculation of unemployment benefits,

e) data concerning any agreement to remain in an employment relationship with the employer for a fixed period upon passing final examination or school-leaving

examination, or upon termination of study or vocational preparation, including data on the date of termination of the period (§ 53, paragraph (2)),

f) data on provision of the discharge benefit pursuant to § 76a.

(3) Where an employee disagrees with the contents of an employment evaluation or confirmation on employment, and the employer fails to amend or supplement the employment evaluation or confirmation on employment at the request of the employee, this may be enforced by way of court within three months from the day when the employee became acquainted with the contents thereof, in order for the employer to be obliged to amend them appropriately.

(4) The employer shall be authorised to give other information concerning the employee with the employee's consent only, unless otherwise provided for by special regulation.

## § 76

### Severance allowance

(1) An employer shall pay an employee a severance allowance if employment relationship is terminated for the reasons set out in § 63 paragraph (1) letter (a) or (b) or because the employee's health condition has, according to a medical opinion, caused the long term loss of his/her ability to perform his/her present work. An employee falling under the first sentence shall be entitled to a severance allowance equal to not less than his/her average monthly earnings multiplied by the number of months that a notice period would last under § 62.

(2) If an employee is given notice for the reasons set out in paragraph (1), the employee shall be entitled to ask the employer to terminate employment relationship by agreement before the start of the notice period. The employer is obliged to accept this request. The employee shall be entitled to a severance allowance equal to not less than his/her average monthly earnings multiplied by the number of months that a notice period would last under § 62.

(3) If the employer and the employee agree that the employee shall remain in employment relationship for only a part of the notice period, the employee shall be entitled to a corresponding amount of severance allowance.

(4) If an employer terminates an employee's employment relationship by notice or by agreement on the reasons that the employee must no longer perform his/her work as a result of an occupational accident, occupational disease or the risk of such a disease, or that the employee has already received the maximum permitted level of exposure in the work place as determined by a decision of a competent public health body, the employee shall be entitled to a severance allowance equal to at least ten times his/her monthly earnings; this shall not apply if an occupational accident was caused by the employee breaching, through his/her own fault, legal regulations or other regulations for ensuring occupational safety and health or instructions for ensuring occupational safety and health despite having been duly and demonstrably familiarized with them and knowledge of them and compliance with them systematically required and checked, or if an occupational accident was caused by the employee under the influence of alcohol,

narcotic substances or psychotropic substances and the employer could not prevent the occupational accident.

(5) If, after the termination of employment relationship, an employee again takes up employment relationship with the same employer or the employer's legal successor before the end of the period for which a severance allowance is provided, the employee shall be obliged to return the severance allowance or a proportionate part thereof if the employer and employee do not agree otherwise. A proportionate part of the severance allowance shall be determined according to the number of days from the return to employment until the expiry of the period resulting from the provided severance allowance.

(6) An employee shall not be entitled to a severance allowance where rights and duties resulting from labour-law relations are transferred to another employer in accordance with this act in the event of organizational changes or rationalization measures.

(7) An employer shall pay a severance allowance on the first pay day set by the employer for payment of wages after the termination of employment, unless the employer and employee agree otherwise.

(8) An employer may pay an employee a severance allowance in other cases besides those laid down in paragraphs (1) and (4).

## **§ 76a**

### **Discharge benefit**

(1) An employer shall pay an employee discharge benefit equal to not less than the amount of the employee's average monthly earnings if employment relationship is terminated when the employee becomes entitled to

a) an invalidity pension, where the reduction in the ability to perform earning activity is greater than 70%.

b) an early old age pension

c) an old age pension.

(2) An employer shall pay an employee discharge benefit pursuant to paragraph 1 if the employee requests the provision of the above pension before the termination of employment relationship or within ten days after its termination.

(3) An employer shall not be obliged to provide discharge benefit pursuant to paragraph (1) if employment relationship was terminated pursuant to § 68 paragraph (1).

### **Claims from invalid termination of employment relationship**

## **§ 77**

An employee and an employer may claim in court the invalidity of termination of an employment relationship by notice, immediate termination, termination within a probationary period or by agreement, at the latest within a period of two months from the due day of employment relationship termination.



## § 78

(1) If an employee gives an invalid notice, or if he/she terminates an employment relationship in an invalid manner immediately or during a probationary period, and the employer declares his/her insistence that the employee keep performing work, his/her employment relationship shall not be terminated.

(2) If the employee fails to perform work in connection with invalid termination of employment relationship, the employer may demand from him/her reparation of consequent damages arising thereof from the day the employer notified the employee of his/her insistence that the employee keep performing work.

(3) If an employee terminated employment relationship in an invalid manner and the employer does not insist that the employee keep performing work for him/her, unless the employee and employer agree in writing otherwise, it shall be deemed that the employment relationship was terminated by agreement, if

a) an invalid notice has been given upon expiry of the term of notice,

b) the employment relationship was terminated with immediate effect in an invalid manner on the day when the employment relationship was due to terminate,

c) the employment relationship was terminated in an invalid manner within a probationary period on the day when the employment relationship was due to terminate,

(4) An employer may not enforce reparation of damages against an employee in cases as stated in paragraph (3).

## § 79

(1) If an employer gave invalid notice to an employee, or terminated the employment relationship in an invalid manner with the employee immediately or within a probationary period, and if the employee informed the employer that he/she insists on keeping employment with the employer, his/her employment relationship shall not terminate, with the exception of a court decision that it cannot be justly required of the employer to further employ the employee. The employer shall be obliged to provide the employee with wage compensation. The employee shall be entitled to such compensation in the amount of average earnings from the day he/she announced to the employer that he/she insists on keeping employment, to such time for which the employer enables him/her to keep working, or until a court rules on termination of the employment relationship

(2) If the overall time for which an employee should be paid wage compensation is greater than nine months, the employee shall be entitled to wage compensation for a period of nine months.

(3) Where an employer terminated employment relationship in an invalid manner and the employee does not insist on keeping employment with the employer, unless the employee

and employer agree in writing otherwise, it shall be deemed that the employment relationship was terminated by agreement, if

- (a) an invalid notice was given, upon expiration of the period of notice,
  - (b) the employment relationship was terminated in an invalid manner immediately or, within the probationary period, on the day when the employment relationship was due to terminate.
- (4) In cases stipulated in paragraph (3), letter b), an employee shall be entitled to wage compensation in the amount of average monthly earnings according to § 134 for a two-month notice period.

### **§ 80**

In case of an invalid agreement on termination of employment relationship, the procedure in assessing the employee's claims to compensation for lost wages shall be similar to that of invalid notice given to the employee by the employer. The employer may not enforce a claim to compensation for damages on grounds of invalidity of agreement.

### **§ 81**

#### **Fundamental obligations of employee**

An employee shall mainly be obliged

- a) to work responsibly and properly, and to follow the instructions of superiors issued in accordance with legal regulations; a superior includes also the superior civil servant pursuant to special regulations,
- b) to be at the workplace at the beginning of working time, to utilise the working time for assigned work and to leave only after the termination of the working time,
- c) to adhere to legal regulations and other regulations relating to the work he/she performs, if he/she was properly acquainted thereof,
- d) in the period in which, pursuant to special regulation, he/she has the right to wage compensation during temporary inability to work, to maintain the treatment determined by an examining physician,
- e) to properly manage the resources entrusted to him/her by the employer and to protect the employer's property against damage, loss, destruction and abuse, and not to act in contradiction to the justified interests of the employer,
- f) to maintain confidentiality over matters that he/she became acquainted with in the course of employment, and which, in the interests of the employer may not be disclosed to other persons.
- g) to notify the employer in writing without unnecessary delay of all changes affecting his/her employment relationship and relating to his/her person, in particular any change of name, surname, permanent residence or temporary residence, address for the delivery of correspondence, health insurance and if payment is made to the employee's account in

a bank or branch of a foreign bank with the employee's consent, also any change in banking details.

## **§ 82**

### **Fundamental obligations of executive employees**

Executive employee apart from the obligations stipulated in § 81, shall also be obliged in particular,

- a) to manage and check the work of employees,
- b) to create favourable working conditions and ensure safety and health protection at work,
- c) to secure remuneration of employees in accordance with generally binding legal regulations, collective agreements and employment contracts, and to comply with the principle of equal pay for like work or work of equal value pursuant to § 119a,
- d) to create favourable conditions for improving the professional standard of employees and for satisfying their social needs,
- e) to ensure that breaches of labour discipline shall not transpire,
- f) to ensure the adoption of timely and effective measures for protection of the employer's property.

## **§ 83**

### **Performance of other earning activities**

(1) An employee shall be obliged to notify his/her employer in writing without unnecessary delay that he/she wishes alongside employment relationship with employer to perform, concurrently with work for the employer, other earning activity that could have the character of competition with the employer's activity.

(2) An employer shall have the right to request that an employee refrain from performing earning activity that could have the character of competition with the employer's activity; the employer may exercise this right in writing no later than ten working days after receiving notification pursuant to paragraph (1). An employee shall be obliged to comply with an employer's request pursuant to the first sentence without unnecessary delay.

(3) An employer may revoke a request made pursuant to paragraph (2).

(4) Paragraphs (1) to (3) shall not apply to the performance of scientific and pedagogical activities, journalism, tutoring, lecturing and literary and artistic activity.

## **§ 83a**

### **Restriction of earning activity after the termination of employment relationship**

(1) An employer and employee may agree in the employment contract that after the termination of his/her employment relationship, the employee will not perform earning

activity that has the character of competition with the employer's activity for a period of at most one year.

(2) The employer may agree with the employee restrictions on earning activity after the termination of employment relationship only if the employee has the possibility to acquire information or knowledge during his/her employment relationship that are not generally available and whose use could do significant harm to the employer.

(3) If the restriction of earning activity agreed in the employment contract is greater than the necessary level of protection for the employer, a court may reduce or cancel the employee's obligation under paragraph (1).

(4) An employer shall provide an employee with reasonable monetary compensation amounting to at least 50% of the employee's average monthly earnings for each month of compliance with an obligation under paragraph (1). The monetary compensation shall be payable on the pay date set by the employer for the payment of wages for the previous month, unless it is agreed otherwise.

(5) An employee and employer may agree on reasonable monetary compensation that the employee is obliged to pay if he/she breaches an obligation under paragraph (1). The amount of monetary compensation must not exceed the total amount of monetary compensation of the employer agreed under paragraph (4). The amount of monetary compensation shall be reduced proportionately if the employee complies with the obligation only in part. On payment of monetary compensation the employee's obligation under paragraph (1) shall be terminated.

(6) An employer may withdraw from an obligation under paragraph (1) only during the employment relationship of the employee; the obligation shall expire on the first day of the calendar month following the month in which withdrawal was delivered to the counterparty or on the last day of the employment relationship, if sooner.

(7) An employee may revoke an obligation under paragraph (1) if the employer does not pay him/her monetary compensation within 15 days of the compensation becoming due; the obligation shall expire on the date when notice is delivered to the counterparty.

(8) An obligation under paragraphs (1), (4) and (5) must be part of an employment contract otherwise it shall be invalid. Withdrawal from an agreement under paragraph (6) and revocation under paragraph (7) must be done in writing otherwise they shall be invalid.

(9) A collective agreement may determine a group of employees with whom it is possible to agree restrictions on earning activity after the termination of employment relationship, the duration of the restriction of earning activity after the termination of employment relationship, the minimum amount of reasonable monetary compensation under paragraph (4) and limitation of the maximum amount of monetary compensation under paragraph (5).

## **§ 84**

### **Work rules**

(1) An employer may issue work rules upon prior consent of the employees' representatives, otherwise it shall be invalid.

(2) Work rules shall specify in more detail, in compliance with legal regulations, the provisions of this Act according to special conditions of the employer.

(3) Work rules shall be binding for the employer and for all his/her employees. It shall take effect upon the day determined therein, at the earliest, however, on the day it was made public at the employer.

(4) All employees must be acquainted with the work rules. The work rules must be accessible to all employees.

### **Part Three**

#### **WORKING TIME AND REST PERIODS**

##### **§ 85**

##### **Working time**

(1) Working time is the time segment when an employee shall be at the disposal of the employer, performs work and discharges obligations pursuant to the employment contract.

(2) A rest period shall be any period which is not working time.

(3) For the purposes of determining the extent of working time and the planning of working time, a week shall be seven consecutive days.

(4) Working time in the course of 24 hours may not exceed eight hours, unless this Act stipulates otherwise.

(5) Maximum weekly working time of an employee shall be 40 hours. An employee whose working time is arranged in such manner that he/she regularly performs work alternately on both shifts of a two-shift operation, shall have maximum working time of 38 and  $\frac{3}{4}$  hours per week, and on all shifts of a three-shift operation or a continuous operation, maximum working time of 37 and  $\frac{1}{2}$  hours per week.

(6) In the case an employee who works with proven chemical carcinogens in working processes with a risk of chemical carcinogenicity or who performs work leading to exposure to radiation as a category A employee in the controlled zone of workplace where there are sources of ionizing radiation, except for the controlled zone of a nuclear power plant, working time shall be at most 33 and  $\frac{1}{2}$  hours per week.

(7) The maximum weekly working time of an adolescent employee under 16 years of age shall be 30 hours per week, even when working for several employers. Maximum weekly working time of an adolescent employee over 16 years of age shall be 37 and  $\frac{1}{2}$  hours even when working for several employers. The working time of an adolescent employee may not exceed 8 hours in the course of 24 hours.

(8) Working time determined by employer pursuant to paragraphs (1), (5) to (7) shall be the determined weekly working time.

(9) An employee's average weekly working time including overtime may not exceed 48 hours.

## § 85a

(1) The average weekly working time of an employee including overtime may exceed 48 hours for a period of four consecutive months in the case of a health-care employee under other relevant regulation or in the case of an executive employee reporting directly to the statutory body or a member of a statutory body or in the case of an executive employee reporting directly to such an executive employee if the employee agrees to the given extent of working time. The average weekly working time of an employee falling under the first sentence shall not exceed 56 hours.

(2) An employer at the working time agreement pursuant to paragraph (1) is obliged

a) to inform about the fact relevant Labour Inspectorate or relevant supervisory body for safety and protection of health at work, if they ask for the information,

b) to keep actual registers on employees, whose working time is agreed in this way and submit these registers to relevant Labour Inspectorate or to the relevant supervisory body for safety and protection of health at work, if they ask for the registers.

(3) An employee shall be not persecuted or sanctioned in other way by the employer for the reason that the employee does not agree with the extent of working time over 48 hours per week in average.

(4) An employee shall have the right to revoke consent under paragraph (1); the revoking of consent comes into effect one month from its delivery to the employer.

## § 86

### **Even distribution of working time**

(1) An employer shall decide on even distribution of working time upon negotiation with employees' representatives.

(2) In the even distribution of working time for individual weeks, the difference in the lengths of working time pertaining to individual weeks shall not exceed three hours, and the working time for individual days shall not exceed nine hours. The average weekly working time over a defined period, of four-week duration as a rule, may not exceed the limit set for the determined weekly working time.

(3) In the even distribution of working time, an employer shall arrange weekly working time in general for a five-day working week.

## § 87

### **Uneven distribution of working time**

(1) If the character of the work or operating conditions do not permit working time to be distributed evenly in individual weeks, the employer may distributed working time

unevenly in individual weeks after agreement with employees' representatives or the employee. The average working time may not however exceed, in a maximum period of four months, the established weekly working time.

(2) An employer may, after agreement with employees' representatives or, if there are no employees' representatives in the workplace, after agreement with the employee, distribute working time for individual weeks for a period longer than four months, at most for a period of 12 months, if the work involves activities that require different need of work at different times of the year. The average working time may not however exceed the established weekly working time. Equally, working time may be distributed for specific organisational units or types of work.

(3) For an employee with health disability, a pregnant woman, a woman or man permanently caring for a child younger than three years of age, a lone employee who permanently cares for a child younger than 15 years of age, working time may only be arranged unevenly upon agreement with them.

(4) Working time may not exceed 12 hours within 24 hours.

#### **§ 87a Working time account**

(1) A working time account is a method for the uneven distribution of working time that an employer may introduce only after agreement with employee representatives. The agreement on the introducing of a working time account must be done in writing. The agreement may not be replaced by a decision of the employer. The introducing of a working time account for an employee falling under § 87 paragraph (3) requires the agreement of the employee.

(2) When a working time account is implemented, an employer may schedule working time so that when there is a greater need for work an employee works more hours than his/her stipulated weekly working time and where there is less need for work the employee works fewer hours than his/her stipulated weekly working time or may not work at all. Average weekly working time may not exceed the stipulated weekly working time over a period of 12 consecutive months.

(3) If a working time account is implemented, the employer is obliged to keep a working time account, an account of paid wages and an account of differences. On the working time account the employer records the actual time that an employee spends working on each day of the week. On the account of paid wages the employer records the actual wage for period set under § 129. On the account of differences the employer records the difference between the stipulated weekly working time and the employee's actual weekly working time and the difference between the wages actually paid and the wage to which the employee would be entitled for the time actually worked.

(4) An employer is obliged to pay an employee a wage corresponding to the employee's stipulated weekly working time. If the wages paid to the termination of employment relationship are less than the employee is entitled to according to the working time

account, the employer shall be obliged to pay the employee the remainder of his/her wages; § 129 paragraph (3) shall be applied, mutatis mutandis.

(5) If employment relationship has been terminated and the employee has not worked the full scale of working time in the period covered by the working time account, the employer may sue the employee in court for return of paid wages only if the employment relationship was terminated on reasons falling under § 63 paragraph (1) letter (d) and (e) and § 68 paragraph (1); the employer must exercise this right within two months of the date of termination of employment relationship.

(6) Time corresponding to an employee's stipulated weekly working time shall be deemed performance of work in a given week.

(7) When a working time account is implemented, work carried out above the stipulated weekly working time and outside the schedule of shifts resulting from the working time account shall be deemed overtime work.

(8) If a working time account is implemented for an employee with reduced working time, the account shall be based on the reduced working time.

### **Flexible working time**

#### **§ 88**

(1) Flexible working time is a method for the even or uneven distribution of working time that an employer may introduce only after agreement with employee representatives.

(2) Basic working time is a time segment in which the employee is obliged to be in the workplace.

(3) Optional working time is a time segment during which the employee is obliged to be present in the workplace in order to complete operational time.

(4) Operational time is the overall working time that an employee is obliged to work in a flexible working period determined by his/her employer.

(5) A flexible working period may be implemented as a working day, working week, four-week working period or another working period.

(6) The length of a work shift where flexible working time is implemented may be at most 12 hours.

#### **§ 89**

Flexible working time shall not be implemented if an employer posts an employee on a business trip. The employer must set a fixed start and end to the business trip for this purpose.

#### **§ 90**

### **Beginning and end of working time**

(1) A work shift is part of the stipulated weekly working time which, on the basis of a predetermined timetable of work shifts, an employee shall be obliged to work within 24 consecutive hours and work break.



(2) Shift work shall be a manner of organising working time in which employees alternate at the same workplace according to a certain schedule and, in the course of a certain period of days or weeks, work at differing times. This also applies in the event when at alternating of employees in shifts work arrive to parallel performance of work by employees from related shifts work at the same time.

(3) An employee working shift work shall be every employee whose work schedule is organised in the form of working on shifts.

(4) The beginning and end of working time and the timetable of work shifts shall be determined by the employer after agreement with employees' representatives, and shall be announced by the employer in writing at the employer's place that is accessible to employees.

(5) A morning shift may not on principle commence prior to 6 a.m., and an afternoon shift may not on principle end after 22:00 hours.

(6) An employee may divide the working time into two parts on the same shift, after agreement with employees' representatives.

(7) A morning shift is a work shift whose greater part falls within the time period between 06:00 hours and 14:00 hours. An afternoon shift is a work shift whose greater part falls within the time period between 14:00 hours and 22:00 hours. A night shift is a work shift whose greater part falls within the time period between 22:00 hours and 06:00 hours.

(8) Where working time is arranged into two work shifts, this shall be a two-shift work mode. If an employer arranges working time in three shifts, this shall be a three-shift work mode. A work mode in which a work activity runs consecutively through all days of a week shall be a continuous work mode. An employer may not schedule working time so that an employee works night shifts for two consecutive weeks unless the employer and employee conclude a written agreement to the contrary or unless the character of work or operational conditions prevent working time from being scheduled otherwise.

(9) An employer shall be obliged to announce the distribution of working time to an employee at least one week in advance, and with validity of at least one week.

(10) Upon negotiation with employees' representatives, an employer may determine time necessary for personal hygiene upon completion of work, which shall be calculated in the working time of employees.

(11) If possible from the aspect of operation, an employer must allow an employee, on his/her request, for health reasons or for other serious reasons at his part, an appropriate arrangement of the determined weekly working time, or agree on such arrangement with an employee under the same conditions in the employment contract.

## **§ 91**

### **Breaks at work**

(1) An employer shall be obliged to provide an employee whose work shift is longer than six hours with a break for rest and eating for duration of 30 minutes. An employer shall be obliged to provide an adolescent employee whose work shift is longer than 4.5 hours

with a break for rest and eating for duration of 30 minutes. Concerning work that may not be interrupted, an employee must be secured, without discontinuing operation or work, adequate time for rest and eating.

(2) An employer shall agree with employees' representatives more detailed conditions for providing breaks for rest and eating, including its extension.

(3) The employer shall be obliged to announce such breaks for rest and eating to employees, in the manner stipulated in § 90.

(4) Breaks for rest and eating shall not be provided at the beginning and end of shifts.

(5) Breaks for rest and eating shall not be calculated in working time.

(6) This shall not apply in case of breaks provided for securing safety and health of employees at work, which shall be calculated in working time.

## **§ 92**

### **Continuous daily rest**

(1) An employer shall be obliged to arrange working time in such a way that, between the end of one shift and beginning of another shift, an employee has the minimum rest of duration of 12 consecutive hours within 24 hours, and an adolescent employee, at least 14 consecutive hours within 24 hours.

(2) Such rest period may be reduced to eight hours for an employee older than 18 years of age in continuous operations and with work batches when performing urgent agricultural work, when performing urgent repair work concerning the averting of a threat endangering the lives or health of employees and in case of extraordinary events. If an employer shortens the minimum rest period, he/she is obliged to provide additionally the employee with continuous equivalent rest as compensation within 30 days.

(3) An employee who has returned from a business trip after 24:00 hours shall be granted time for necessary rest to the scope of eight hours from completion of the business trip until taking up work, and where such period falls within the working time of the employee, he/she shall also be granted wage compensation in the amount of his/her average earnings.

## **§ 93**

### **Continuous weekly rest**

(1) An employer shall be obliged to arrange working time in such a way that an employee has two consecutive days of continuous rest once per week, which must fall on Saturday and Sunday or on Sunday and Monday.

(2) Where the nature of work and conditions of operation do not allow to schedule working time of an employee over 18 years of age pursuant to paragraph (1), two

consecutive days of continuous rest in the week shall be granted on other days of the week.

(3) If character of work and operation conditions do not allow to schedule working time in accordance with Paragraphs 1 and 2, the employer may, after agreement with the employees' representatives or, if there are no employees' representatives in the workplace, after agreement with the employee, schedule an employee aged over 18 years at least 24 hours of continuous rest, which should be on Sunday, provided that the employer provides the employee with alternative continuous rest in the week within eight months of the date when continuous rest should have been provided during the week.

(4) If the character of the work and the operational conditions do not permit the scheduling of working time in accordance with paragraphs (1) to (3) and the employee is over 18 years of age, the employer may schedule working time so that the employee has at least 35 hours of continuous rest once a week; such continuous rest shall fall on a Sunday and a part of either the day preceding or following the Sunday; such a schedule shall be agreed with employee representatives or, if there are no employee representatives in the workplace, agreed with the employee.

(5) If the character of work and operational conditions do not permit the scheduling of working time in accordance with paragraphs (1) to (3), an employer may schedule work for an employee aged over 18 years of age so that the employee has once every two weeks the weekly 24 hours of continuous rest that should be on Sunday provided that the employer subsequently provides the employee alternative continuous rest during the week within four months of the date when continuous rest in the week should have been provided.

### **Rest days**

#### **§ 94**

(1) Rest days are days on which continuous rest of an employee falls in the week, and holidays.

(2) Work on rest days may only be charged exceptionally and upon prior negotiation with employees' representatives.

(3) On a day of continuous rest in the week, an employee may only be charged the following necessary work that cannot be performed on working days:

- a) urgent repair work,
- b) loading and unloading work,
- c) stock-taking and closing of accounts work,
- d) work performed in continuous operations for an employee who failed to take up his/her shift,
- e) work for averting threat endangering life or health, or in case of extraordinary events,
- f) imperative work with regard to satisfying the living, health and cultural needs of the population,

g) feeding and care of agricultural animals,

h) imperative work in agriculture crop production with planting, cultivating and harvesting of crops and in the processing of foodstuff raw materials.

(4) On a public holiday, it shall be possible to charge an employee with such work only which may be charged on days of continuous rest in the week, work in continuous operations and work necessary for guarding the premises of the employer.

(5) On the days 1 January, Easter Day, 24 December after 12:00 and 25 December, an employer may not order or agree that an employee shall perform work involving the sale of goods to end consumers or related work (hereinafter referred to as “retail sale”) with the exception of the forms of retail sale defined in annex no. 1a; the provisions of paragraph (3) (f) and paragraph (4) shall not apply to such cases.

## **§ 95**

Regarding workplaces with night shifts, a rest day shall commence on the hour corresponding to taking up of the working shift, which in the working week comes first according to the timetable of shifts morning shift.

## **§ 96**

### **Work standby**

(1) If, in justified cases and in order to ensure the performance of essential tasks, an employer orders an employee or the employee agrees to remain in a place determined in advance for a period of time determined in advance outside the schedule of working shifts and beyond the set weekly working time and to be prepared to perform work in accordance with the employment contract, the employee is deemed to be perform work standby.

(2) The time during which the employee remains in the workplace and is prepared to perform work but does not perform work is the inactive part of work standby that is considered to be working time.

(3) For every hour of the inactive part of work standby in the workplace as defined in Paragraph 2, employees are entitled to pay amounting to a proportionate part of their basic pay, which shall not be less than minimum wage in EUR per hour according to separate regulation. If the employer and the employee agree on the provision of alternative free time in compensation for the inactive part of work standby in the workplace, the employee shall be entitled to the pay stipulated in the first sentence and one hour of alternative free time for one hour of work standby; the employee shall not be entitled to pay while taking alternative free time.

(4) The time during which the employee remains in an agreed location outside the workplace and is prepared to perform work but does not perform work is the inactive part of work standby that is not considered to be working time.

(5) For every hour of the inactive part of standby duty outside the workplace, employees are entitled to pay amounting to at least 20% of the minimum wage in EUR per hour according to separate regulation.

(6) The time when an employee on standby performs work is the active part of work standby, which is treated as overtime work.

(7) The employer may order at most eight hours of work standby per week and at most 100 hours in the calendar year. Work standby above and beyond these amounts is permitted only by agreement with the employee.

(8) In a collective agreement it shall be possible to agree restriction of the extent of work standby that may be agreed with an employee pursuant to paragraph 7.

### **§ 96a**

#### **Work standby where flexible working time is implemented**

Where flexible working time is implemented, work standby in the workplace falling under § 96 paragraph (2) shall be deemed basic working time.

### **§ 97**

#### **Overtime work**

(1) Overtime work is work performed by an employee by order of the employer or with his/her consent, beyond the determined weekly working time arising from the predetermined distribution of working time, and performed outside the scope of the timetable of work shifts.

(2) With regard to an employee with reduced working time, overtime work is work exceeding his/her weekly working time. Overtime work may not be ordered on such an employee.

(3) Where flexible working time is implemented, overtime work shall be work performed by an employee by order of his/her employer or with his/her employer's consent outside the scope of operational time in the given flexible working period.

(4) Where an employee works off work performed beyond the determined weekly working time for such time off which the employer granted him/her upon his/her own request, or for such working time that was withdrawn due to adverse weather effects, it shall not be deemed overtime work.

(5) An employer may only charge overtime work in cases of temporary and urgent increases in work demand, or if public interest is concerned, also for a period of continuous rest between two shifts, or under the conditions stipulated in § 94, paragraphs (2) to (4), also for days of rest. Continuous rest between two shifts may not at the same time be reduced to less than eight hours.

(6) Overtime work for an employee may not exceed on average eight hours in individual weeks in a period of at most four consecutive months, if the employer has not agreed a longer period with the employees' representatives, however at most 12 consecutive months.

(7) An employee may be charged overtime work up to the maximum extent of 150 hours in a calendar year.

(8) The number of hours of permitted overtime per year shall not include overtime work for which the employee received alternative free time or overtime work that is performed in the context of

- a) urgent repairs or work without which there would be a risk of a work-related injury or large scale damage according to special regulations,
- b) extraordinary events according to a special regulation where there is a risk to life, health or of damage on a large scale according to special regulations.

(9) The scope and conditions of overtime work shall be determined by the employer after agreement with the employees' representatives.

(10) An employee may work a maximum of 400 hours overtime in a calendar year. An executive employee who reports directly to the statutory body or a member of the statutory body or an executive employee who reports directly to an executive employee as above may work a maximum of 550 hours overtime in a calendar year if he/she has agreed to a length of working time pursuant to § 85a(1).

(11) An employee who performs risky work cannot be assigned to overtime work. Overtime work may be agreed with this employee exceptionally in the case of work pursuant to paragraph (8) It is possible to agree exceptionally overtime work with the employee who performs risk works for the reason of managing secure and fluent production process after previous agreement of the representatives of employees.

(12) In a collective agreement it shall be possible to agree a different limit than that in paragraph (7) for overtime work that an employee may be ordered to perform in a calendar year up to a maximum of 250 hours. In a collective agreement it shall be possible to agree a different limit than that in paragraph (10) for overtime work that an employer may agree with an employee with reduced working time; the employee's average weekly working time shall not exceed 48 hours.

(13) An employee whose job falls under the category of health care pursuant to relevant regulation and who is over the age of 50 may not be ordered to perform overtime work. Overtime work is admissible only with the employee's agreement.

## **§ 98**

### **Night work**

(1) Night work shall be work performed within the time period between 22:00 and 05:00 hours.

(2) For the purposes of this Act, an employee working at night shall be an employee

- a) performs work requiring regular performance at night, to the extent of at least three consecutive hours or,
- b) presumably works at night, for a minimum of 500 hours per year.

(3) An employer shall be obliged to secure that an employee working at night undergoes examination of his/her capacity of health for night work

- a) prior to assignment to night work,

- b) regularly as required, at least once per year,
  - c) at any time during the course of assignment to night work, for health defects induced by performance of night work,
  - d) if so requested by a pregnant woman, a mother who has given birth within the last nine months or a breastfeeding woman.
- (4) Expenses for the examination of health capacity pursuant to paragraph 3 shall be borne by the employer pursuant to special regulation.
- (5) An employer shall be obliged to furnish a workplace where night work is performed by means for the provision of first aid, including means for hailing prompt medical assistance.
- (6) An employer shall be obliged to negotiate regularly the organisation of night work with the employees' representatives. The employer shall be obliged to ensure safety and health protection at work for employees working at night that corresponds to the nature of their work, and to secure that protective and preventive services or facilities relating to safety and protection of health at work shall always be at the disposal of employees working at night, and that such are equivalent to those which other employees have at their disposal.
- (7) An employer who regularly employs employees at night shall be obliged to notify the competent labour inspectorate and employees' representatives of such fact, if they so request.
- (8) An employer shall be obliged, to arrange with an employee working at night, the established weekly working time in such a way that the average length of a shift not exceed 8 hours in a period of at most four consecutive calendar months, whereby the calculation of the average length of a work shift of an employee working at night shall be based on a five-day working week.
- (9) The working time of an employee performing heavy physical work or strenuous intellectual work, or work which could lead to threatening life or health may not exceed eight hours in the course of 24 hours. An employer shall, after agreement with employees' representatives and in conformity with legal regulations on the provision of safety and protection of health at work, limit the extent of heavy physical work or strenuous intellectual work, or work which could lead to threatening of life or health.
- (10) The precondition of performance of night work by an employee whose occupation is classified as a nurse or midwife in health care pursuant to relevant regulation and who is over the age of 50 shall require the agreement of the employee with the performance of night work.

## **§ 99**

### **Documentation**

The employer must keep documentation of working time, overtime work, night work, the active and inactive part of work standby of the employee including records of the start and end of the time period in which the employee performed work or was on stand-by by order or agreement.

## **§ 100**

### **Paid holiday**

Under the conditions established by this Act, an employee shall have the right to

- a) paid holiday pertaining to a calendar year or a proportionate part thereof,
- b) paid holiday for days worked,
- c) supplementary paid holiday.

### **Annual paid holiday**

## **§ 101**

An employee who, during the continuous duration of an employment relationship with the same employer, performed work for the employer for at least 60 days in the calendar year shall be entitled to annual paid holiday, or a proportionate part thereof, unless the employment relationship lasted continuously over the whole calendar year. A day shall be considered as worked where the employee worked the greater part of his/her shift; parts of shifts worked over various days shall not be summed up.

## **§ 102**

The proportionate part of paid holiday for each whole calendar month of continuous duration of the same employment relationship shall be one twelfth of annual paid holiday.

## **§ 103**

### **Basic scope of paid holiday**

- (1) The basic scope of paid holiday shall be at least four weeks.
- (2) The paid holiday of an employee who will be aged 33 or over at the end of the applicable calendar year shall be at least five weeks.
- (3) The paid holiday of the headmaster of a school, the director of a school upbringing and education facility, the director of a special educational facilities and their deputies, a teacher, a teaching assistant, a vocational training instructor and an educator shall be at least eight weeks per calendar year.

## **§ 104**

If an employee with uneven distribution of working time to individual weeks or to the period of a whole calendar year (§ 87) draws his/her paid holiday, he/she shall be entitled to as many days of paid holiday as are pertinent to the period of his/her paid holiday on the annual average.



**§ 104a**  
**Paid holiday in flexible working time**

If an employee with flexible working time draws paid holiday, a day of holiday shall be deemed to have the average length of working time applicable to one day according to the stipulated weekly working time for the employee and the employee shall be deemed to work a five-day working week.

**§ 105**  
**Paid holiday for days worked**

An employee who is not entitled to annual paid holiday nor proportionate part thereof, as he/she has not performed at least 60 days of work in the calendar year with the same employer, shall be entitled to paid holiday for days worked to the extent of one twelfth of annual paid holiday for each 21 days worked in the pertinent calendar year.

**Supplementary paid holiday**  
**§ 106**

(1) An employee working underground over the whole calendar year in the extraction of minerals or driving tunnels or passages and an employee who performs particularly difficult or health-endangering work, shall be entitled to supplementary paid holiday of one week. If an employee works under such conditions for only part of the calendar year, he/she shall be entitled to one twelfth of supplementary paid holiday for each 21 days so worked.

(2) Classification as an employee working in constrained or health detrimental conditions or performing particularly difficult or health detrimental work for the purposes of supplementary paid holiday by virtue of this Act shall also pertain to an employee who

- a) permanently works in health-care facilities or in workplaces thereof, where patients with a contagious form of tuberculosis or acquired immune deficiency syndrome (HIV/AIDS) are treated,
- b) is exposed, when working at a workplace with contagious materials, to a direct threat of contagion,
- c) to a significant degree is exposed to the adverse effects of ionisation radiation,
- d) works in the direct treatment or attendance of the mentally ill or mentally handicapped, to the extent of at least half the determined weekly working time,
- e) works continuously for at least one year in a tropical area or other area that is demanding on health,

f) performs exceptionally arduous work, whereby he/she is exposed to the influence of damaging physical or chemical effects, to such extent that may adversely affect the employee's health to a significant degree,

g) works with known chemical carcinogens or in working processes posing the risk of chemical carcinogenic effects.

(3) The types of particularly difficult or health detrimental work and workplaces or areas where such work is performed shall be established by a generally binding regulation issued by the Ministry of Labour, Social Affairs and the Family of the Slovak Republic upon agreement with the Ministry of Health of the Slovak Republic.

## **§ 107**

Wage compensation may not be provided for supplementary paid holiday; such paid holiday must be drawn preferentially.

## **§ 108 is deleted with effect from 1 January 2004**

## **§ 109**

### **Reduced paid holiday**

(1) If an employee satisfies the condition of working at least 60 days in a calendar year and receives paid holiday, the employer may reduce the length of the holiday by one twelfth for the first 100 missed working days and by a further equally one twelfth for every additional 21 missed working days, if the employee is absent from work for the following reasons:

a) performance of extraordinary service during a state of crisis or alternative service during wartime or in a state of war,

b) drawing of parental leave pursuant to § 166 paragraph (2),

c) long term leave for the performance of a public function or a trade union function pursuant to § 136 paragraph (2),

d) substantive personal obstacles to work falling under § 141 paragraph (1) and (3) letter (c).

(2) An employee's holiday shall not be reduced for a period of temporary incapacity for work resulting from an occupational injury or an occupational disease for which the employer is responsible and for periods of maternity leave and parental leave pursuant to § 166 paragraph (1).

(3) For each unjustified lost shift (working day), the employer may reduce the employee's leave by one to two days; unjustified loss of smaller parts of individual shifts shall be summed up.

(4) With the reduction of paid holiday under paragraph (1), an employee whose employment relationship with the same employer lasted throughout the whole calendar

year must be provided with paid holiday to the extent of at least one week, and adolescent employees to the extent of two weeks.

(5) An employee who did not work due to execution of a sentence of imprisonment shall have annual paid holiday reduced by one twelfth for each 21 working days thus lost. Paid holiday shall be equally reduced for serving a period of detention, where the employee was legally sentenced to such, or if the employee was acquitted of the indictment, or as the case may be, if criminal prosecution against him/her was halted only due to the fact that he/she was not criminally accountable for the committed crime, or if he/she was granted a reprieve, or if the crime was pardoned.

(6) Paid holiday for days worked and supplementary leave may only be reduced for reasons as laid down in paragraph (3).

(7) Paid holiday for which entitlement arose in the respective calendar year shall only be reduced for reasons arising in such year.

### **Common provisions on paid holiday**

#### **§ 110**

(1) Seven consecutive calendar days shall be understood as one week paid holiday.

(2) Termination of the hitherto employment relationship and the directly following establishing of a new employment relationship of the employee with the same employer shall be deemed continuous duration of employment relationship.

#### **§ 111**

(1) The draw of paid holiday shall be determined by the employer upon negotiation with the employee in accordance with the paid holiday time-table determined with the prior consent of employees' representatives in such a way that the employee may normally draw his/her paid holiday as a whole and by the end of the calendar year. When determining leave, it is necessary to take into account the employer's tasks and the justified interests of the employee. The employer must grant employees at least four weeks leave per calendar year if they have a holiday entitlement and if obstacles to work on the side of the employee do not prevent the granting of leave.

(2) Upon agreement with representatives of employees, an employer may set the collective drawing of paid holiday if it is necessary for operational reasons.

(3) The collective drawing of paid holiday pursuant to paragraph (2) may not be set for more than two weeks unless this act provides otherwise. Where there are serious operational reasons of which employees are notified at least six months in advance, the collective drawing of paid holiday may be set for three weeks.

(4) The collective drawing of paid holiday pursuant to paragraph (2) in professional arts ensembles may not be set for more than four weeks. In a theatre or other arts institution

that performs musical works, the collective drawing of paid holiday may be set for its full extent.

(5) Where paid holiday is provided in several parts, one part at least must be for the minimum of two weeks unless the employee and employer agree otherwise. The employer shall be obliged to announce the drawing of paid holiday to employees at least 14 days in advance; exceptionally, such period may be reduced provided the employee grants his/her consent.

## **§ 112**

(1) An employer shall be obliged to reimburse an employee for costs that arose to him/her through no fault of his/her own as a result of the employer changing the employee's draw of leave, or due to calling him/her out from a paid holiday.

(2) An employer may not designate drawing of paid holiday for a period when an employee is acknowledged temporarily incapacitated to work due to disease or accident, or for a period when an employee is on maternity leave and parental leave. For other periods of work obstacles on the part of the employee, the employer may designate the drawing of paid holiday for the employee at his/her request only.

(3) If during the employee's paid holiday, a public holiday falls on a day that would otherwise normally be a working day for him/her, such a day shall not be calculated in the period of paid holiday.

(4) If an employer designates for an employee time-off for overtime work or for work performed on a public holiday in such a way that it would fall on his/her paid holiday, the employer shall be obliged to determine time-off for the employee on a different day.

## **§ 113**

(1) An employer may determine an employee's drawing of paid holiday even if an employee has not yet become eligible to claim leave, if there are grounds to believe that the employee will become eligible by the end of the calendar year in which paid holiday is drawn or by the termination of the employment relationship.

(2) If an employee is not able to draw all his/her paid holiday in a given year because his/her employer does not determine its drawing, or because of obstacles to work on the side of the employee, the employer shall be obliged to provide the employee paid holiday so that it is completed no later than by the end of the following calendar year.

(3) If an employee is unable to draw all her/his paid holiday due to the drawing of maternity leave or parental leave even by the end of the following calendar year, her/his employer shall provide the undrawn paid holiday after the end of maternity leave or parental leave.

(4) If an employee is unable to draw all of her/his paid holiday because he/she is deemed to be temporarily incapable for work by the end of the following calendar year as a result of disease or an accident, his/her employer shall provide the paid holiday after the end of the employee's temporary incapacity for work.

(5) If the employee is unable to draw all her/his paid holiday because of long-term leave to perform a public function or trade union function, her/his employer shall provide the undrawn part of the holidays after the end of the public function or trade union function.

#### **§ 114**

If an employee during the course of his/her paid holiday takes up service in the armed forces, or if he/she was acknowledged temporarily as being incapacitated for work on grounds of disease or accident, or if attending to a sick family member, the period of paid holiday shall be interrupted. This shall not apply where the employer determines draw of paid holiday for a period of attending to a sick family member at the request of the employee. Paid holiday shall also be interrupted upon taking up maternity leave and parental leave (§ 166, paragraph (1)).

#### **§ 115**

If an employee was temporarily assigned to perform work for a different using employer, he/she shall be provided with paid holiday (part thereof) by the employer for whom he/she was released. If an employee does not draw leave prior to termination of the period of release, the employer releasing the employee shall provide him/her with it.

#### **§ 116**

(1) Employees shall be entitled to wage compensation in the amount of his/her average earnings for the period of drawn leave.

(2) Employees shall be entitled to wage compensation at the rate of their average earnings for paid leave in excess of the four weeks of basic paid leave that they are unable to take before the end of the following calendar year.

(3) Employees shall not be paid wage compensation for leave that is not taken up to the four weeks of basic paid leave except where they were unable to take this leave as a result of termination of the employment relationship.

#### **§ 117**

An employee shall be obliged to return wage compensation paid to him/her for paid holiday or part thereof, to which he/she lost entitlement or to which he/she was not entitled.

**Part Four**  
**WAGE AND AVERAGE EARNING**

**Wage**

**§ 118**

(1) An employer shall be obliged to provide an employee with a wage for work performed.

(2) A wage shall be financial settlement or settlement of a financial value (wages in kind), provided by an employer to an employee for work. The following items shall not be deemed to be wages in particular: wage compensation, severance allowances, discharge benefit, travel reimbursement including non-mandatory travel reimbursement, contributions from a social fund, contributions to supplementary pension saving funds, contributions to an employee's life insurance, revenues from capital holdings (shares) or bonds, a tax bonus, income compensation for an employee's temporary incapacity for work, supplementary sickness insurance, compensation for work standby, monetary compensation under § 83a(4) and other payments provided to an employee in relation to employment pursuant to this act, other relevant regulations, a collective agreement or an employment contract which do not have the characteristics of wages.

(3) Also considered as wage shall be settlement provided by an employer to an employee for work upon the occasion of his/her work anniversary or personal anniversary, if such is not provided from net profit or from the social fund.

**§ 119**

(1) Wages may not be lower than the minimum wage determined by special regulation.

(2) Wage conditions shall be agreed by the employer and the competent trade union body in a collective agreement, or with the employee in the employment contract. For members of cooperatives in which employment relations are a condition of membership according to its statutes, wage conditions may be arranged by resolution of a members' meeting.

(3) In the pay conditions, the employer shall agree in particular the form of employee remuneration, the basic rate of pay and other types of compensation for work and the conditions for their provision. The basic rate of pay is compensation provided according to the length of time worked or the performance that is achieved.

**§ 119a**

**Wage for equal work and for work of equal value**

(1) Wage conditions must be agreed without any form of sex discrimination. The provision of the first sentence applies to all remuneration for work and benefits that are paid or will be paid in relation to employment according to the other provisions of this act or special regulations.

(2) Women and men have the right to equal wage for equal work and for work of equal value. Equal work or work of equal value is considered to be work of the same or comparable complexity, responsibility and urgency, which is carried out in the same or comparable working conditions and at producing the same or comparable capacity and results of work in employment relationship for the same employer.

(3) If the employee implements a system of job evaluation, the evaluation must be based on the same criteria for men and women without any sexual discrimination. In the evaluation of the work of women and men, employers may use other objectively measurable criteria in addition to those stated in Paragraph 2 if they can be implemented to all employees without regard to sex.

(4) Paragraphs 1 to 3 shall also apply to employees of the same sex if they carry out equal work or work of equal value.

### **§ 120**

#### **Minimum wage claims**

(1) If employee remuneration is not set by collective agreement, the employer must pay employees at least the minimum wage set for the degree of work difficulty (hereinafter only “the degree”) of the relevant job. If an employee’s pay in a given month does not reach the level of their minimum wage claim, the employer shall pay the employee an additional payment amounting to the difference between the agreed wage and the amount of the minimum wage claim set for the degree to which the employee’s job belongs.

(2) Wages in paragraph 1 shall not include pay for the inactive part of work standby in the workplace (§ 96(3)), pay for overtime work (§ 121), pay supplements for work during holidays (§ 122), pay supplements for night work (§ 123) and wage compensation for difficult working conditions (§ 124). The number of hours worked shall not include overtime work or the inactive part of work standby in the workplace.

(3) A job according to Paragraph 1 is a set of working activities that an employee carries out according to the type of work agreed in their employment contract. The employer according to Paragraph 1 must assign each job to a degree in accordance with the characteristics of degrees of difficulty of jobs given in Appendix 1, based on the most difficult activities that the employee is required to perform in the type of work agreed in the employment contract.

(4) The rate of minimum wage claim for each level is calculated by multiplying the hourly minimum wage set for a working time of 40 hours per week, or the minimum pay in EUR for the month, if the employee is paid a monthly salary, set by special regulation, by the minimum wage index:

Degree	<i>Minimum wage index</i>
1	1.0
2	1.2
3	1.4
4	1.6
5	1.8
6	2.0

(5) If working time according to § 85 is less than 40 hours per week, the rate of minimum wage claim in EUR rises proportionately.

(6) Where an employee is paid a monthly salary but has not worked all working days or has agreed a shorter weekly working time, the monthly rate of minimum wage claim in EUR shall be reduced in proportion to the amount of time worked in the month.

(7) The rate of the minimum wage claim defined in paragraph 4 in EUR per hour and the rate of minimum wage claim in EUR per hour increased in compliance with paragraph 5 shall be rounded to four decimal places. The rate of the minimum wage claim defined in paragraph 4 in EUR per month and the rate of minimum wage claim in EUR per month reduced in compliance with paragraph 6 shall be rounded to the nearest ten eurocents.

## **§ 121**

### **Wage for overtime work**

(1) An employee shall be entitled to wages earned and a wage surcharge equal to at least 25% of his/her average earnings for the performance of overtime work. An employee shall be entitled to wages earned and a wage surcharge equal to at least 35% of his/her average earnings for the performance of risk work.

(2) In a collective agreement an employer may agree on a group of employees with whom it is possible to agree that their wage will include occasional overtime work up to a maximum of 150 hours per calendar year. An employer who has not agreed in a collective agreement on a group of employees pursuant to the first sentence may agree with an executive employee reporting directly to the statutory body or a member of the statutory body, with an executive employee reporting directly to such an executive employee, or with an employee who performs planning, systems, creative, methodological or commercial activities, who manages, organizes or co-ordinates complex processes or an extensive set of very complex equipment that the employee's wage will take into account overtime up to a limit of 150 hours per calendar year. In such cases the employee shall not be entitled to a wage including a wage surcharge pursuant to paragraph (1) and cannot draw substitute time-off for overtime work.

(3) An employer may agree on the drawing of substitute time-off for overtime work. An employee shall be entitled to substitute time-off equal in length to the period of overtime work; in this case the employee shall not be entitled to a wage surcharge pursuant to paragraph (1).

(4) An employer shall provide substitute time-off to an employee at an agreed time. If the employer and employee do not agree on the time when substitute time-off should be drawn, the employer shall be obliged to provide the employee with substitute time-off no later than the end of twelve calendar months after the overtime work was performed.

(5) If the employer does not provide the employee with substitute time-off by the deadline given in paragraph (4), the employee shall be entitled to a wage surcharge pursuant to paragraph (1).



## § 122

### **Wage and wage compensation for public holiday**

(1) For a period of work on a public holiday, an employee shall be entitled to wages attained and a wage surcharge of at least 50 % of his/her average earnings. A wage surcharge shall also be applicable to work performed on a public holiday that falls on a day of continuous rest for an employee in the week.

(2) If the employer and the employee have agreed on the taking the time-off for a period of work performed on a public holiday, the employee shall be entitled to an hour-off for each hour worked during the public holiday; in such a case, he/she shall not be entitled to a wage surcharge. If the employer does not provide the employee with time-off over a period of three months or other period as agreed upon following performance of work on a public holiday, the employee shall be entitled to a wage surcharge pursuant to paragraph (1). For drawing time off, the employee shall be entitled to wage compensation in the amount of his/her average earnings.

(3) An employee who did not work for a reason that a public holiday fell on a normal working day for him/her shall be entitled to wage compensation in the amount of his/her average earnings if wages were lost as a result of the public holiday. With regard to an employee who is remunerated monthly, a public holiday falling on his/her normal working day shall be considered as a working day, for which he/she shall be entitled to a wage; therefore the employee shall not be entitled to wage compensation for the public holiday. In the collective agreement or in the employment contract, it may be agreed that the procedure as per the first sentence shall also apply to employees who are remunerated with a monthly wage.

(4) Wage compensation for a public holiday or a wage as per paragraph (3), second sentence, shall not be applicable to an employee who unjustifiably missed a shift immediately preceding the public holiday or immediately following such, or a shift instructed by the employer on a public holiday, and as the case may be, part of any such shifts.

(5) An employer and an executive employee may agree upon a wage in the employment contract taking into account possible work on public holidays; a wage surcharge or substitute time-off for a period of work on a public holiday shall not be applicable to the executive employee in such a case.

## § 123

### **Wage surcharge for night work**

(1) For performance of night work, in addition to wages attained an employee shall be entitled to a wage surcharge for each hour worked at night at the level of at least 20 % of his/her minimum wage in EUR per hour according to separate regulation.

(2) It shall be possible to agree with an executive employee on a wage in an employment contract taking into account possibility of night work. The executive employee shall not be entitled to a wage surcharge in such a case.

## § 124

### **Wage compensation for performed work in difficult conditions**

(1) Employee shall be entitled to wage compensation for work in difficult conditions when carrying out the work activities stated in Paragraph 2 if a competent public health body has placed such activities in the third or fourth categories in accordance with special regulations, and where the intensity of the environmental factors requires that the employee uses personal protective equipment despite the technical, organisational and relevant protective and preventative measures taken in accordance with special regulations.

(2) Employee shall be entitled to wage compensation in accordance with Paragraph 1 for the performance of activities in environments affected by the following factors:

- a) chemical factors,
- b) carcinogenic and mutagenic factors,
- c) biological factors,
- d) dust,
- e) physical factors (e.g. sound, vibration, ionizing radiation).

(3) The employee shall be entitled to wage compensation for work in difficult conditions in addition to their earned pay amounting to at least 20% of the minimum wage in EUR per hour according to separate regulation.

(4) Wage compensation may also be provided where there are other factors that create difficult working conditions for the employee or have a negative effect on the employee or where the factors in the working environment stated in Paragraph 2 apply at a lower level of intensity.

(5) If wage compensation for difficult working conditions is agreed in accordance with Paragraph 4, Paragraph 3 shall not apply.

## § 125

### **Wage for performance of other work**

(1) If an employee is transferred to other work for reasons of a threat of occupational disease, quarantine measures imposed on him/her pursuant to special regulations, averting extraordinary events or for mitigation of their immediate consequences, and if after the outplacement he/she attains, in calculation of the number of hours worked, a wage lower than that if performing work pursuant to employment contract, he/she shall be entitled to a supplementary pay at least to the level of the average earnings he/she received before the outplacement. The supplementary pay shall be provided for the duration of the period of outplacement, for the maximum period of 12 consecutive months from the day of being transferred.

(2) A supplementary pay for threats of occupational disease shall be applicable also where an employee takes up employment relationship with another employer since his/her hitherto employer has no other suitable work available for him/her. The supplementary pay shall be provided to the employee by the employer who employs

him/her in the time to which the supplementary pay pertains. The employer with whom the threat of occupational disease arose shall be obliged to reimburse the costs of the supplementary pay to this employee.

(3) Costs of the supplementary pay for quarantine measures stipulated pursuant to special regulations shall be reimbursed by the public health body to the employer who provided it.

(4) Contributions to the insurance funds and contributions to old age pensions savings shall be the part of the costs for the supplementary pay pursuant to paragraphs (2) and (3), which the employer shall be obliged to pay pursuant to special regulations.

(5) The employer shall exercise a claim to payment against the public health body in a written application within 30 days from the culmination of quarantine measures.

(6) The public health body shall not reimburse the costs of a supplementary pay if the imposing of quarantine measures transpired in direct relation to breach of the employer's obligations to avert the rise and spread of infectious illnesses and to repress their occurrence.

### **§ 126 is deleted with effect from 1 September 2007**

### **§ 127**

#### **Wage in kind**

(1) An employee may be provided with a part of wages in kind, except in the case of minimum wages. The employer may provide wages in kind only with the consent of the employee and under conditions agreed with him/her.

(2) Products, operations, work and services may be provided as wages in kind. Provision of wages in kind in the form of spirits or other addictive substances shall not be permissible. Discounts on travel fares for a transport employee shall not be considered as wages in kind.

(3) The extent of wages in kind shall be expressed in financial terms in the prices of goods from the producer or the prices of services from the service provider, pursuant to the price regulation current at the time of providing wages in kind.

(4) If within the frame of his/her premises an employer established commercial facilities for the sale of goods or for the provision of services, he/she may not force the employee to purchase the goods or use the services established thereof. In the case that the establishment is detached and it is impossible for the employee to use another commercial facility, an employer shall be obliged to secure that the sale of goods or provision of services is not used for gaining of his/her profit or that the sale of goods and provision of services is provided for prices in a place usual at the time of sale of goods or provision of services.

## **§ 128**

### **Wage in foreign currency**

An employee performing the work abroad pursuant to the employment contract may be provided with wages or part thereof in a foreign currency. Currency conversion of wages from euro to a foreign currency shall be executed according to the foreign exchange rate set and announced by the European Central Bank or the National Bank of Slovakia which is in effect on the date preceding the date set for payment of wages in compliance with § 130 (2) or on another agreed day.

## **§ 129**

### **Payment term of wage**

- (1) A wage shall be due in arrears for a monthly period, this by the end of the consequent calendar month at the latest, unless agreed otherwise in the collective agreement or in the employment contract.
- (2) By request of an employee, a wage due while on leave must be paid to him/her prior to commencement of this leave.
- (3) Upon termination of employment relationship, the employer shall pay the employee wages due for the monthly period on the day of termination of the employment relationship, unless they agree otherwise, however no later than the next date for payment following the termination of the employment relationship.

## **§ 130**

### **Payment of wage**

- (1) Paid wages shall be rounded up to the nearest eurocent if the collective agreement or an internal regulation of the employer does not establish a rounding procedure that is more favourable for the employee. Wages shall be paid to employees in monetary form; payment in other forms or payment in foreign currency is possible only in cases permitted by this act or special regulations.
- (2) Wage shall be paid on the payment days as agreed upon in the employment contract or in the collective agreement. Agreement with an employee performing home work may be concluded for wages to be paid also for supply of each completed job assigned.
- (3) Between payment days, an employer may provide a wage advance on agreed dates. By request of an employee, the employer may provide a wage advance on another day as agreed upon with the employee.
- (4) Wage shall be paid during working time and at the workplace, unless agreed otherwise in the employment contract or collective agreement. If an employee is unable to appear for payment of wages for substantive reasons or if he/she works at a remote workplace, the employer shall forward him/her his/her wage such that he/she receives

payment of wages on the day determined for the payment, or on the nearest subsequent working day at the latest, this at his/her own cost and at his/her own risk, unless they agree otherwise.

(5) For the purposes of wage accounting, the employer shall be obliged to make out for each employee a document containing information on every wage component, individual payments provided in relation to employment, wage deductions and the overall price of work. A document pursuant to the first sentence shall be provided in written form unless the employer and employee agree that it may be provided by electronic means. The total price of work shall be constituted by the wage, including wage compensation and standby work compensation and, in separate structuring, by the settlement of advances to health insurance premiums, sickness insurance premiums, old-age insurance premiums, invalidity insurance premiums, unemployment insurance premiums, guarantee insurance premiums, accident insurance premiums and solidarity reserve fund insurance premiums, and contributions to the old-age pension saving, paid by the employer. On request of an employee, the employer shall present him/her such documentation for his/her inspection upon which the calculation of wages was based.

(6) An employee may authorise another person in writing to receive his/her wage. Without written authorisation, wages may be paid to a person other than the employee, only if stipulated by special regulation.

(7) An employer shall not be entitled to restrict an employee in any way from freely treating with his/her paid wage.

(8) An employer shall be obliged, after deductions are made in accordance with § 131, to deposit wage or part thereof on the account in a bank or branch of a foreign bank in the Slovak Republic as determined by an employee, on request of the employee if the employer and the employee have agreed on such a procedure, so that the determined sum of financial means shall be credited to the employee's account at the latest on the day prescribed for payment of wages. On request of the employee, the employer may forward portions of wages determined to an employee to various accounts designated by the employee.

## **Wage deductions and order of deductions**

### **§ 131**

(1) The employer shall make deductions from pay giving priority to deductions of contributions to social insurance funds, advance payments of insurance for public health care, arrears resulting from the annual calculation of advance payments for public health insurance, contributions to supplementary pensions savings paid by the employer according to special regulations, deductions for advance payments for tax or tax payments, arrears on advance payments for tax, tax arrears, arrears resulting from errors of the tax payer in advance payments for tax and tax payments including ancillary rights and arrears for the annual calculation of advance payments for income tax from dependent activities.

(2) After making the deductions specified in Paragraph 1, the employer may deduct from pay only the following:

- a) advance payments of wages, which the employee must return because the conditions for payment of the wage were not fulfilled,
- b) amounts seized by order of a court or administrative body,
- c) financial penalties and fines and also compensation that an employee is required to pay as a result of an executable decision of a competent body,
- d) incorrectly received social insurance benefits and old age pensions savings benefits or advance payments thereof, state social benefits, material need assistance benefit and additional payments for material need assistance benefit, financial compensation for the social effects of serious health disability if the employee is required to return them as a result of an executable decision in accordance with other regulations,
- e) unused advance payments for travel expenses,
- f) sick pay, or a part thereof that employees loses their entitlement to, or do not become entitled to,
- g) holiday pay that employees loses their entitlement to, or do not become entitled to,
- h) severance allowance or part thereof that the employee is required to return pursuant to § 76 paragraph (5).

(3) Employer may only make other deductions from pay beyond those listed in Paragraphs 1 and 2 based on a written agreement with the employee on deductions from pay or if other regulations require the employer to make deductions from pay.

(4) Wage deductions pursuant to paragraphs (1) and (2) and deductions from wages in accordance with § 20 (2) may only be executed to the extent provided for by special regulations; with regard to liabilities for which the court or administrative body ordained execution of a decision, the manner of executing deductions and their order shall be governed by provisions on the execution of decisions on wage deductions.

(5) In cases of financial punishments (fines) and also settlements levied by executable decisions of competent authorities and with overpayments from social security benefits, the order of deductions shall be governed according to the day the executive decision of the competent body was delivered to the employer.

(6) With regard to unaccounted advances on travel reimbursement, with regard to alternative income in the event of the employee's temporary incapacity for work, with wage compensation for paid holiday, with wage advances or part thereof and with regard to severance pay, which the employee is obliged to pay back because the conditions for their admission were not discharged, the order of deductions shall be governed according to the day execution of deductions began.

(7) With regard to deductions executed on the basis of an agreement on wage deductions, the order shall be governed according to the day when such an agreement was concluded. With regard to deductions executed on the basis of an agreement on wage deductions concluded with another legal or natural person, the order of deductions shall be governed according to the day such agreements were delivered to the employer.

(8) If an employee takes up an employment relationship with another employer, the order that liabilities acquired as stipulated in paragraphs (4) and (5) shall remain preserved also at the new employer. The obligation to execute deductions shall arise for the new

employer on the day on which he/she learns from the employee or former employer that wage deductions were executed, including for which liabilities. The same shall apply to execution of deductions pursuant to paragraph (7), if in the agreement on wage deductions such an effect was not expressly disqualified.

### **§ 132**

The provisions of § 129 to 131 shall apply equally to all components of an employee's income provided by an employer as regards their terms, payment and execution of deductions.

### **§ 133**

#### **Standardisation of work**

(1) An employer may stipulate standards on workload. Upon determining the required volume of work and work tempos, he/she must take into consideration the work tempo adequate to average physiological and neuro-psychic possibilities, legal regulations and other regulations on provision of safety and health protection at work, time for personal hygiene after termination of work and time for the natural needs of employees.

(2) An employer shall be obliged to secure that the requisites for applying standards in workload are created prior to commencement of work. Standards in work demand and changes to such must be announced to employees always prior to work commencing and may not be applied with backdated effect.

(3) If the introduction and change of standards for work inputs are not agreed on in a collective agreement, an employer shall introduce standards and make changes to them after negotiation with representatives of employees.

#### **Average earning for labour-law purposes**

### **§ 134**

(1) Average earnings for labour-law purposes (hereinafter referred to as 'average earnings') shall be ascertained by an employer from wages accounted to an employee for payment within a decisive period, and from the period worked by an employee in this decisive period.

(2) The decisive period shall be the calendar quarter preceding the quarter in which average earnings are ascertained. Average earnings shall be ascertained always by the first day of the calendar month following the decisive period and shall be used during the entire quarter-year, unless this act stipulates otherwise.

(3) In case an employee did not work at least 22 days or 170 hours during the decisive period, probable earnings shall be used instead of average earnings. Probable earnings shall be ascertained from wages that the employee has attained since the beginning of the decisive period, or from wages that he/she would evidently attain.

(4) Average earnings shall be ascertained as average hourly earnings. Average earnings shall be rounded to four decimal places. If by virtue of labour regulations average

monthly earnings are to be used, then the average hourly earnings shall be multiplied by the average number of working hours pertaining to one month in the year, based on the weekly working time of an employee. Average monthly earnings shall be rounded to the nearest eurocent upwards.

(5) If the average earnings of an employee are lower than the minimum wage to which the employee would be entitled in the calendar month in which the need for applying average earnings arose, the average earnings shall be increased to a sum corresponding to this minimum wage. If compensation of employees is not agreed in a collective agreement with an employer, and the average earning of an employee is lower than the corresponding minimum wage claim (§ 120, paragraph (4)), the average earnings shall be raised to a sum corresponding to this minimum wage claim. If the employer shortens the set weekly working time in accordance with § 85 paragraph (5), the employer shall increase the average earnings of the affected employees in inverse proportion to the reduction in weekly working time from the date when the change takes effect; the employer shall apply the reverse of this process in the event of an extension in the set weekly working time.

(6) Where, pursuant to labour-law regulations, average earnings are used in connection with the compensation of damages pertaining to pupils of basic school, students of secondary school and students of higher education, or to employees with disabilities who are not employed and whose vocational training (activity) is executed pursuant to special regulations, the basis shall be the total of average earnings, determined pursuant to paragraph (5), first sentence.

(7) If an employee in the decisive period is accounted, for the purpose of ascertaining average earnings, a wage (part of a wage) that is provided for a period longer than one calendar quarter, its proportionate part that pertains to the calendar quarter, shall be determined. The remaining part (parts) shall be included to wages in ascertaining average earnings for the consequent period (consequent periods). The employer shall calculate the number of decisive periods according to the number of quarters for which a wage is provided. Pay given to employees on the occasion of anniversaries in their work or life in accordance with § 118 paragraph (3) is considered to be pay provided for a period of four calendar quarters. When determining proportionate parts of wages, the employer shall take into account the part of periods worked by an employee in the decisive period or in other decisive periods from the fund of working time in the respective period.

(8) If an employee performs work in several employment relationships at the same employer, wages for each working relationship shall be assessed individually.

(9) If an employee's average monthly earnings are taken into consideration in a legal settlement in accordance with legal regulations, such earnings shall be ascertained from average monthly earnings net of payments of contributions for social insurance, contributions to supplementary pensions savings, advance payments of contributions to health insurance and advance payments of income tax calculated according to the conditions and rates that apply to the employee in the month in which such earnings are ascertained.

(10) The provisions of paragraphs (1) to (9) shall be applicable accordingly for the purposes of ascertaining probable earnings.



(11) The particulars of ascertaining average earnings or probable earnings may be agreed upon with representatives of employees.

### § 135

Average earnings of an employee for the decisive period preceding the day this Act enters into force shall also be ascertained from gross earnings accounted to an employee for payment within the decisive period and from periods that the employee worked within the decisive period, reduced by the number of hours corresponding to pertinent break periods for eating and rest within the decisive period. Likewise, for ascertaining average earnings for the consequent decisive period, the number of hours worked by an employee from the start of the decisive period to the time this Act enters into force shall be subtracted, if this Act enters into force during the course of the decisive period.

## Part Five

### OBSTACLES TO WORK

#### § 136

**Obstacles for reasons of general interest – Title is deleted with effect from 1 July 2003**

(1) An employer shall provide an employee the time off from work for a necessary period of time for performance of public functions, civil duties and other activities of general interest if such an activity cannot be performed outside of working time. An employer shall provide the time-off from work without wage compensation unless this Act, special regulation or the collective agreement stipulates otherwise, or unless the employer and the employee agree otherwise.

(2) An employer shall release an employee for a longer period of time for the performance of a public function and performance of a trade union function. The employee shall not be entitled to wage compensation from the employer with whom he/she is in an employment relationship.

(3) An employer shall release an employee for a longer period of time for the performance of a function in a trade union active at the employer on the conditions agreed in the collective agreement, and for the performance of a function of a member of the works council, after agreement with the works council.

#### § 137 (Title is deleted with effect from 1 July 2003)

(1) A public function, civil duty and other activities of general interest shall be for the purposes of this Act activities stipulated by this Act or by a special regulation.

(2) For the purposes of this act, performance of a public office is the performance of duties arising from the a function which is limited by term of office or time period and occupied on the basis of direct election or indirect election or appointment in accordance with other regulations.

(3) Employee who performs a public function alongside the performance of functions relating to their employment relationship may be granted working leave for at most 30 working days or shifts during in the calendar year, if not stipulated by a special regulation.

(4) Civil duty shall be particularly activity of:

- a) witness, interpreter, expert, or other persons called to proceedings of the court or other state body or local self-government bodies,
- b) administering of first aid,
- c) obligatory medical examinations,
- d) measures against infectious diseases,
- e) other urgent measures of treatment and preventive care,
- f) isolation for reasons of protective veterinary measures,
- g) a citizen who is required to perform military service and who is required to perform extraordinary service or alternative service during war time or a state of war,
- h) special events,
- i) such cases where a natural person shall be obliged pursuant to special regulations to provide personal assistance,
- j) mandatory participation of employees in remedial stays.

(5) Other acts in the public interest shall be particularly

- a) donation of blood and plasma,
- b) donation of other biological materials,
- c) performance of a function in a trade union body,
- d) activity of a member of a works council and works trustee,
- e) participation of employees' representatives in training,
- f) activity of a member of electoral commissions during elections proclaimed by the President of the National Council of the Slovak Republic and referenda, and activity as a member of bodies in public voting for the removal of the President of the Slovak Republic,
- g) activity as a member of the mountain service or other organized rescue service, during personal participation in rescue action,
- h) activity of head of a camp for children or youth, its deputy for economic affairs and deputy for health matters, a group leader, trainer, instructor, or health officer in a camp for children or youth,
- i) activity as a member of an advisory body of the Government of the Slovak Republic,

- j) activity as a member of a remonstrance commission,
- k) activity as intermediary or arbitrator in collective bargaining,
- l) activity as a registered candidate for elections to the National Council of the Slovak Republic, for President of the Slovak Republic, to bodies of local self-government.

### **§ 138 (Title is deleted with effect from 1 September 2007)**

(1) An employer shall provide an employee time off from work with pay amounting to the employee's average earnings where this is required for the employee to undergo convalescence, for compulsory medical inspections and the participation of employees' representatives in training.

(2) The employer shall also provide an employee time off from work with pay amounting to their average earnings in order to give blood, to undergo apheresis or to give other biological materials. The time off from work shall include the necessary time required including travel to the appropriate location and recovery time after the operation if these fall within the employee's working time. A doctor may decide, based on the character of the operation and the health condition of the donor, that a longer time off from work is needed for recovery up to 96 hours from the start of travel to the operation. If no operation takes place, the employer shall provide time off from work with pay only for the time of absence from work that is shown to be necessary.

### **§ 138a**

#### **Obstacle to work due to volunteering activity**

(1) An employer may provide an employee, at his/her request, time off from work to carry out, during working time, activity by virtue of an agreement on volunteering activity according to special regulation; the employee shall not be entitled to a wage or wage compensation for this time off from work. Time off from work provided pursuant to the first sentence shall not be deemed the performance of work.

(2) Conditions for the provision of time off from work for employees to perform volunteering activity according to special regulation may also be agreed with employees' representatives; it is not possible to agree wages or wage compensation for this time off from work.

### **§ 139**

#### **Wage compensation upon discharge of compulsory military service and upon discharge of specialised training tasks in the armed forces**

(1) If an employee is obliged to appear in person at the military administration office in relation to the performance military service, or to attend a medical inspection, the employer shall provide the employee time off from work for the necessary time.

(2) If an employee is obliged to appear in person at the military administration office for specialist training, the employer shall provide the employee time off from work for the necessary time.

(3) If an employee is obliged to attend specialist training in a location so distant from their place of residence or workplace that the journey by public transport takes longer than six hours, they shall be entitled to one day's time off from work.

(4) On completion of specialist training the employer shall provide the employee with wage compensation for the time spent in specialist training at the rate of the employee's average earnings, no later than the end of the following calendar month.

(5) The employee shall be entitled to one day's time off from work for the journey from the location where the employee completed specialist training to their place of residence subject to the conditions given in Paragraph 3.

(6) The employee shall be entitled to wage compensation for the time off from work provided under Paragraphs 1 to 3 and 5 at the rate of his/her average earnings.

(7) The employee must start work no later than the second day after the end of specialist training.

(8) The military administration office for the employer's area shall refund costs incurred by the employer in providing wage compensation for time off from work granted under Paragraph 1.

(9) The military administration office for the area in which the employee underwent specialist training shall refund costs incurred by the employer in providing wage compensation for time off from work granted under Paragraph 2, 3 and 5.

## **§ 140**

### **Increasing qualification**

(1) Participation in further education, by which an employee is to gain the preconditions pursuant to legal regulations or to fulfil the requirements for proper performance of the work agreed in the employment contract, shall be an obstacles to work on the part of the employee.

(2) An employer may provide an employee the time off from work and wage compensation in the amount of his/her average earnings if there is the presumption of increasing his/her qualification compliant to the needs of the employer. Increasing the level of qualification shall also be understood as its acquisition or expansion.

(3) An employer shall provide time off from work pursuant to paragraph (2) at least

a) to the extent necessary for participation in tuition,

b) two days for preparation and performance of each examination,

c) five days to prepare for and take final tests and examinations,

d) 40 days in total to prepare for and take all state exams or dissertation exams at each level of university education,

e) ten days for elaboration and oral defence of final work, thesis work or dissertation work.

(4) An employer shall provide an employee who performs health care occupation pursuant to special regulation five days of time off from work in the calendar year for the

purposes of systematic training, and wage compensation equal to the employee's average earnings.

(5) No entitlement to wage compensation shall be applicable for performance of repeating examinations.

(6) Overtime work in excess of the limit set in § 97 shall entitle an employee who performs health care occupation pursuant to special regulation to substitute time-off from work. Substitute time-off from work shall be provided no later than two months after the performance of overtime work.

(7) If an employer does not provide substitute time-off from work to an employee who performs health care occupation pursuant to special regulation according to paragraph (6) and if for this reason the employee's overtime exceeds the limit set in § 97 or the employee's performance of work in health care occupation contravenes the requirements for the staffing of health care facilities laid down in special regulation, the employer shall provide the employee with time off from work for continuing education of the same extent as the overtime work in excess of the limit set in § 97, or wage compensation equal to the employee's average earnings; the provisions of § 121 shall not apply.

(8) Time off from work pursuant to paragraph (6) shall not include time off from work for systematic training under paragraph (4).

## **§ 141**

### **Substantive personal obstacles to work**

(1) An employer shall excuse the absence from work of an employee for periods of the employee's temporary incapacity to work due to disease or accident, periods of maternity leave and parental leave (§ 166), quarantine, attending to a sick family member and during periods of caring for a child younger than ten years of age who for substantive reasons may not be in the care of a children's educational facility or school which the child is otherwise in the care of, or if the person who otherwise cares for the child fell ill or was ordered to quarantine (quarantine measures), or who underwent examination or treatment in a medical facility, which it was not possible to arrange outside of the working time of the employee. During such periods, an employee shall not be entitled to wage compensation unless special regulation stipulates otherwise.

(2) The employer must grant the employee time off from work for the following reasons and in the following scope:

a) examination or treatment of an employee in a medical facility

1. time off from work with wage compensation shall be provided for a necessary period of time, at most for seven days in a calendar year, if the examination or treatment could not be performed out of working time,

2. further time off from work without wage compensation shall be provided for a necessary period of time, if the examination or treatment could not be performed out of working time,
  3. time off from work with wage compensation shall be provided for a necessary period of time for preventative medical examination connected with pregnancy, if the examination or treatment could not be performed out of working time.
- b) the birth of the employee's child; time off from work with wage compensation shall be provided for the time necessary to transport the mother of the child to a medical facility and back,
- c) accompanying
1. a family member to a medical facility for examination or treatment upon sudden disease or accident, and for predetermined examination, treatment or cure; time off from work with wage compensation shall be provided to only one family member for a necessary period of time, at the most seven days in a calendar year, if such an accompanying was necessary and the relevant activities could not be performed out of working time,
  2. a handicapped child to a social care facility or special school; time off from work with wage compensation shall be provided to only one family member for a necessary period of time of maximum ten days in the calendar year,
- d) death of a family member
1. time off from work with wage compensation for two days upon the death of a spouse or child, and one additional day for attending the funeral of the deceased,
  2. time off from work with wage compensation for one day to attend the funeral of a parent or sibling of the employee, parent or sibling of the employee's spouse, and the spouse of an employee's sibling, and an additional day if the employee is arranging the funeral of such deceased,
  3. time off from work with wage compensation for a necessary period of time of maximum one day, to attend the funeral of the employee's grandparent or grandchild, or grandparent of his/her spouse, or other person who although not belong to among the above relatives but lived with the employee at the time of death in a household, and an additional day if the employee is arranging the funeral of such deceased,
- e) wedding; one day's time off from work shall be granted for the employee's own wedding and one day's time off from work without wage compensation shall be granted for the employee to attend the wedding of their child or parent,
- f) prevented journey to work due to reasons of weather, by specific means of transport that an employee with disability uses; time off from work with wage compensation shall be provided for a necessary period of time of maximum one day,
- g) unexpected breakdown of transport or delay of public transport means; time off from work without wage compensation shall be provided for a necessary period of time if an employee was unable to reach the place of work by other appropriate means,
- h) moving house of an employee who possesses his/her own furniture; time off from work without wage compensation shall be provided for a necessary period of time of

maximum one day for relocation within the same locality and two days upon relocation to another locality; if concerning relocation in the interest of the employer, time off from work shall be provided with wage compensation,

i) seeking a new work post upon termination of employment relationship; time off from work without wage compensation shall be provided for a necessary period of time of maximum one half a day per week, for a period corresponding to the period of notice; to the same extent, time off from work with wage compensation shall be provided where termination of employment relationship with notice served by the employer or by agreement for reasons pursuant to § 63, paragraph (1), letters a) to c); time off from work may be combined upon agreement with the employer.

(3) An employer may provide an employee with

a) additional time off from work for the reasons stated in paragraph (2) with wage compensation or without wage compensation,

b) time off from work for reasons other than those stated in paragraph (2) with wage compensation or without wage compensation,

c) time off from work at the employee's request with wage compensation or without wage compensation,

d) time off from work with wage compensation that the employee will perform additional work as compensation for later.

(4) One day shall be deemed to be a period corresponding to the length of working time that the employee was distributed to work on the day in question under the distribution of stipulated weekly working time.

(5) In the event of an obstacle to work falling under paragraph (2) letter (a) and (c), an one day shall be deemed to be period corresponding the average length of working time applicable to one day according to the stipulated weekly working time for the employee and the employee shall be deemed to work a five-day working week.

(6) An employer may determine that if an employee's employment relationship began within a calendar year, time off from work and wage compensation provided for the reasons stipulated in paragraph 2 (a) point (1) and (c) point (1) will be provided in the extent of at least one third of the claim for a calendar year for each third of a year or part thereof that the employee is employed. The overall claim pursuant to the first sentence shall be rounded to whole calendar days upwards.

(7) Wage compensation shall be equal to the employee's average earnings.

(8) Employer must excuse the absence of employees from work if he/she is taking part in a strike relating to the exercise of their economic and social rights; employee shall not be entitled to pay or wage compensation. If an employee takes part in a strike after a court has ruled it to be unlawful, his/her absence from work shall not be considered to be excusable.

## **§ 141a**

### **Temporary suspension of work performance**

(1) If there are grounds to suspect that an employee has committed a grave breach of labour discipline and his/her continued performance of work would threaten a significant interest of the employer, the employer may, after negotiation with representatives of

employees, suspend an employee from performing work for at most one month. In a collective agreement it shall be possible to agree a longer period than that laid down in the first sentence during which the employer can suspend an employee's performance of work, and the possibility for the employer to temporarily suspend an employee's performance of work for less serious violations of labour discipline.

(2) During a period of temporary suspension of work performance, an employee shall be entitled to wage compensation equal to his/her average earnings. Where there are grounds to suspect a grave breach of labour discipline, an employee shall be entitled to wage compensation amounting to at least 60% of his/her average earnings for the duration of suspended work performance; if a grave breach of labour discipline is not proven, the employee shall be entitled to an additional payment of the full amount of his her average earnings.

## **§ 142**

### **Obstacles on the part of employer**

(1) If an employee is unable to perform work due to a temporary lack of such caused by a breakdown in machinery, in the supply of primary materials or powering forces, faulty working documentation, or other similar operational causes (stoppage) and if the employee was not upon agreement transferred to other work, he/she shall be entitled to wage compensation in the amount of his/her average earnings.

(2) If an employee is unable to perform work due to adverse effects of weather, the employer shall provide him/her with wage compensation in the amount of at least 50 % of his/her average earnings.

(3) If an employee is unable to perform work due to obstacles on the part of the employer other than those stipulated in paragraphs (1) and (2), the employer shall provide him/her with wage compensation at the sum of his/her average earnings.

(4) If an employer determined in a written agreement with employees' representatives substantive operational reasons that prevent the employer from designating an employee work, this shall constitute an obstacle on the part of the employer for which an employee shall be entitled to wage compensation in the amount stipulated in the agreement, being a minimum of 60 % of average earnings. The agreement according to the first sentence may not be substituted by the decision of the employer.

## **§ 142a**

(1) If there are substantive grounds that prevent an employee from performing work, the employer may, after negotiation with representatives of employees, grant an employee time off from work during which the employee shall be entitled to a wage equal to at least the basic rate of pay under § 119 paragraph (3).

(2) The time of time off from work granted to an employee pursuant to paragraph (1) shall be deemed as performance of work.



(3) If the obstacle to work on the part of the employer under paragraph (1) is removed, the employee shall be obliged to perform additional work for a period equal to the paid time off from work provided under paragraph (1), if the employer does not agree more favourable conditions for the employee with representatives of employees or with employee.

(4) Time performing additional work as compensation for time off from work granted to an employee pursuant to paragraph (1) shall not be deemed as performance of work.

(5) If the time spent in additional work as compensation for time off from work granted to an employee pursuant to paragraph (1) is in excess of the stipulated weekly working time, this shall not be deemed overtime work.

(6) An employee shall not be entitled to the wage provided in the extent defined in paragraph (1) for work under paragraph (3).

(7) An employee shall perform additional work as compensation for time off from work for which a wage was provided under paragraph (1) within a period of at most 12 months from the date when time off from work was granted.

(8) If an employee does not perform additional work as compensation for time off from work provided under paragraph (1) because employment relationship is terminated pursuant to § 63 paragraph (1) letter (d) or letter (e), § 67 or § 68 paragraph (1), the employer shall be entitled to the return of the wages provided under paragraph (1), or a part thereof corresponding to the unfulfilled part of the duty under paragraph (3). The employer must file this claim in a court within two months of the date of termination of employment relationship.

(9) An employer is obliged to keep records of time off from work granted under paragraph (1) and records of working time in which an employee performs additional work as compensation for time off from work granted under paragraph (1) showing the start and end of the time period in which the employee performed the work.

(10) The wages accounted to an employee for the calculation of average earnings pursuant to § 134 paragraph (1) shall not be deemed to include wages paid to an employee pursuant to paragraph (1); the number of hours worked shall not include time during which the employee performs work under paragraph (3).

## **§ 143**

### **Obstacles to work in case of flexible working time**

(1) Obstacles to work on the part of the employer, in the application of flexible working time, shall be considered as performance of work with wage compensation only to the extent to which it interfered with the basic working time. To the extent to which they interfered with flexible working time, they shall be considered as excusable obstacles to work, but not as performance of work, and wage compensation shall not be provided for them.

(2) If this Act or the collective agreement establishes for obstacles to work on the part of the employer the exact length of a necessary period of time to which an employee is entitled to time off from work, it shall be considered as performance of work for this

entire time; as one day shall be considered a period corresponding to the average length of a work shift pursuant to the fixed weekly working time of an employee.

(3) Obstacles to work on the part of an employer shall be deemed as the performance of work at most for the length of operational time in the fixed flexible working period.

(4) If an employee has not worked the full operational time in the flexible working period as a result of an excusable obstacle to work on the employee's side under the second sentence of paragraph (1), the employee shall be obliged to work the unworked part of working time without unnecessary delay after the expiry of the obstacle to work within working days, unless he/she agrees otherwise with his/her employer. The additional work can be performed only during optional working time, unless another period is agreed, and additional work shall not be deemed overtime work.

## **§ 144**

### **Common provisions on obstacles to work**

(1) If an obstacle to work on the part of an employee is known in advance, the employee is obliged to ask the employer for time off from work with sufficient notice. In other cases, the employee shall be obliged to inform the employer of the obstacle to work and its expected duration without unnecessary delay.

(2) An employee is obliged to prove the existence and duration of any obstacle to work to the employer. Documentation of the existence of an obstacle to work and its duration must be certified by a competent facility.

(3) If the employee claims time off from work without wage compensation, the employer shall be obliged to allow him/her to work to make up the lost time if this is not prevented by operational conditions.

## **§ 144a**

### **Performance of work**

(1) Performance of work shall be deemed to include also the following periods:

a) periods when an employee does not work due to an obstacles to work, unless this act states otherwise,

b) time off from work that the employee later performs work to balance,

c) substitute time off from work for overtime work, for work on a public holiday or for the inactive part of work standby in the workplace,

d) a period when an employee performs work to balance an obstacle to work caused by unfavourable climatic conditions,

e) paid holiday,

f) a period when an employee does not work because it is a public holiday for which the employee is entitled to wage compensation or for which his/her monthly wage (salary) is not reduced,

g) which an adolescent employee spends in vocational training within a system of theoretical or practical training.

- (2) Performance of work shall be deemed not to include the following periods:
- a) the performance of work for which time off from work was granted in advance,
  - b) overtime work, work on a public holiday, the inactive part of work standby in the workplace if substitute time off from work is provided for such work,
  - c) obstacles in work due to unfavourable climatic conditions,
  - d) time off from work provided at the employee's request under § 141 paragraph (3) letter (c),
  - e) performance of extraordinary service during a state of crisis or alternative service during wartime or in a state of war,
  - f) inexcusable late arrival for a work shift or a part thereof,
  - g) a period for which an employer grants an employee long term time off from work to perform a public function or a trade union function pursuant to § 136 paragraph (2).
- (3) For the purposes of paid holidays, in addition to the periods listed in paragraph (2), the performance of work shall not be deemed to include the following:
- a) an employee's temporary incapacity for work due to illness or an accident unless the employee's temporary incapacity for work is caused by an occupational accident or occupational disease for which the employer is responsible,
  - b) parental leave pursuant to § 166 paragraph (2),
  - c) mandatory quarantine (a quarantine measure),
  - d) care for a sick family member,
  - e) care for a child under ten years of age where there are serious reasons why the children's education facility or school in whose care the child usually is cannot provide care, or where the person who would otherwise take care of the child is sick or subject to a mandatory quarantine (quarantine measures) or is undergoing examination or treatment in a health care facility that cannot be provided outside the employee's working time.
- (4) To determine whether an employee has satisfied conditions for entitlement to paid holidays where the employee has working time set on a weekly basis, the employee shall be deemed to work five days per week even if his/her working time is not scheduled on all working days in the week. This condition shall also apply when calculating a reduction in holidays except in the case of inexcusable absence from work.
- (5) Paragraphs 1 to 3 shall not be applied when assessing wage (remuneration) entitlements for work performed.
- (6) The employer shall decide whether or not an absence from work is excusable after negotiation with representatives of employees.

## **§ 145**

### **Reimbursement of expenses provided to employees in connection with the performance of work**

- (1) An employer shall, under conditions and to the extent established by special regulation, provide an employee with travel reimbursement, relocation costs reimbursement and other expenses, that he/she sustains while performing working obligations.

(2) Under the conditions agreed in the collective agreement or employment contract, an employer shall provide an employee with compensation for the use of his/her own tools, equipment and instruments necessary for the performance of work, if such are used with the employer's consent.

## **Part Six**

### **LABOUR PROTECTION**

#### **Labour protection**

#### **§ 146**

(1) Labour protection constitutes a system of measures arising from legal regulations, organisational measures, technical measures, health-care measures and social measures aimed at the creation of working conditions for ensuring occupational health and safety, preserving the health and working aptitudes of an employee. Labour protection is an integral part of labour-law relations.

(2) Care for the occupational health and safety and for the improvement of working conditions as a fundamental part of labour protection, shall be a commensurate and integral part of the planning and performance of employment duties. Occupational health and safety is the status of working conditions which eliminate or minimise the effects of dangerous and harmful agents in the working process and working environment on the health of an employee.

(3) An employer, employees or employees' representatives for occupational health and safety and trade union organisations shall jointly co-operate in the planning and execution of measures in the area of labour protection.

(4) Knowledge of legal and other regulations for ensuring occupational health and safety is an integral and permanent part of qualification preconditions. Upon assessing work results, it is necessary to take into account adherence to legal regulations and other regulations for ensuring occupational health and safety.

(5) A specialist employee entrusted with performance of duties in securing occupational health and safety, the employees' representative for occupational health and safety, and employees, may not be subject to damage while performance of duties for securing occupational health and safety.

#### **§ 147**

#### **Obligations of employer**

(1) Within the scope of his/her capacity, an employer shall be obliged to permanently secure the occupational health and safety, and to take the necessary measures including securing prevention, necessary funds and appropriate system of labour protection management. An employer shall be obliged to improve the level of labour protection in

all activities and to accommodate the level of labour protection to changing circumstances.

(2) Further obligations of an employer in the area of occupational health and safety are stipulated by a special law.

## **§ 148**

### **Employees' rights and obligations**

(1) Employees shall have the right to occupational health and safety secured, to information on dangers arising from the working process and working environment and on measures for protection against effects thereof. Employees shall be obliged to mind their occupational health and safety and the health and safety of persons affected by their activities.

(2) Further obligations of employees in the area of occupational health and safety are stipulated by a special law.

## **§ 149**

### **Inspection carried out by trade union body**

(1) At an employer where a trade union organisation is active, the trade union body shall have the right to carry out inspections on the state of occupational health and safety. In particular it shall have the right

a) to inspect how the employer performs his/her obligations with regard to care of occupational health and safety, and whether he/she systematically creates conditions for work that is non-damaging to safety and to health, to regularly examine the employer's workplaces and facilities for employees and to check the employer's management of personal protective work tools,

b) to inspect whether an employer properly investigates the causes of occupational accidents, and to participate in the ascertaining of causes of occupational accidents and occupational diseases, or to investigate such by itself,

c) to request the employer to correct deficiencies in operations, machinery and equipment or in working procedures, and to stop work if there is an imminent grave threat to the life or health of persons in the area or in the employer's work place with their knowledge,

d) to inform an employer on overtime work and work at night that would threaten the occupational health and safety of employees,

e) to participate in negotiations on matters of occupational health and safety.

(2) The trade union body must prepare a report on the deficiencies identified in accordance with Paragraph 1 (c). The report shall include identification of the union body that carried out the inspection, the date and time when inspection took place and the deficiencies that the inspection identified in operations, in machinery or equipment or in working procedures and the trade union body requests the removal of. If there is an

imminent grave threat to life or health, the report shall also include a request that work be suspended, identifying the work and the time from which work should be suspended. The report shall also include the opinion of the employer on the identified deficiency.

(3) The trade union body must inform a competent body of the labour inspectorate or a competent body of the state mining authority of the request for suspension of work under Paragraph 1 (c) without unnecessary delay. The union body's request for suspension of work lasts until the employer removes the deficiency or until the end of the investigation carried out by a competent body of the labour inspectorate or a competent body of the state mining authority.

(4) In a co-operative where membership also involves a labour-law relation of member to the co-operative, inspection of occupational health and safety conditions pursuant to paragraphs (1) and (3) shall be performed in relation to such a member of the co-operative by a special body of the co-operative elected by the meeting of members.

(5) Expenses incurred in the execution of inspections over occupational safety and health shall be borne by the state.

## **§ 150**

### **Labour inspection**

(1) Labour inspection shall be carried out according to a special law.

(2) Employees damaged in consequence of violation of obligations derived from labour-law relations and employees' representatives who are in employment relationship in the relevant health care facility and identify a violation of labour-law regulations in the course of control activities under § 239, may lodge a request for action at the competent labour inspection body.

## **Part Seven**

### **EMPLOYER'S SOCIAL POLICY**

## **§ 151**

### **Working conditions and living conditions of employees**

(1) For improvement in the culture of work and working environments, employer shall create adequate working conditions and shall attend to the appearance and arrangement of workplaces, social facilities and personal sanitation amenities.

(2) An employer shall establish, maintain and improve the level of social facilities, sanitation amenities, and pursuant to special regulations also medical facilities for employees.

(3) An employer shall be obliged to ensure safe custody, of particularly personal effects and personal items usually brought to the workplace by employees, as well as usual

transportation devices, if employees use them on the road to work and back, with the exception of motor vehicles. The employer may, after agreement with representatives of employees, determine conditions under which the employer will be also liable for motor vehicles parked on the premises. Such obligation of the employer shall also apply to every other person acting for him at his workplace.

## **§ 152 Employees' catering**

(1) The Employer must provide catering based on correct nutritional principles for employees in all shifts either within the workplace itself or in close proximity to it. This obligation shall not apply in the case of employees sent on business trips, other than employees sent on business trips who have spent more than four hours in their regular workplace. The obligation on employers under the first sentence shall not apply to employees carrying out work in the public interest abroad.

(2) The employer shall provide catering in accordance with Paragraph 1 primarily in the form of hot food accompanied by a suitable drink served to employees during the working shift in the employer's own catering facilities, or the catering facilities of another employer or obtain catering services for employees through a legal entity or natural person licensed to broker catering services if they broker them through a legal entity or natural person who is licensed to provide catering services. Employees shall be entitled to catering if they perform work for more than four hours in a working shift. If a working shift lasts longer than 11 hours, the employer may arrange provision of another hot meal.

(3) The employer shall pay at least 55% of the cost of catering provided in accordance with Paragraph 2 though no more than 55% of the meals allowance provided for business trips lasting 5 to 12 hours in accordance with other regulations. The employer shall also provide additional payments in accordance with other regulations.

(4) When providing catering for employees through a legal entity or natural person licensed to broker catering services, the price of food shall be understood as the value of the meal vouchers. The value of the meal vouchers must be at least 75% of the meals allowance provided for business trips lasting 5 to 12 hours under other regulations.

(5) When catering is provided through the services of a legal person or natural person with a licence to mediate catering services by means of meal vouchers, the amount of the fee for mediating catering services must not exceed 3% of the value shown on the meal vouchers.

(6) The employer shall make a contribution to the employee of the amount stated in Paragraph 3 only if the employer is unable to perform their duty to provide catering for employees as a result of the conditions in which work is performed in the workplace or if the employer cannot arrange catering in accordance with Paragraph 2 or if the employee presents a medical certificate from a specialist doctor stating that for health reasons they cannot use any of the methods of catering for employees that the employer offers.

(7) The employer shall also provide a financial payment for meals in accordance with Paragraph 6 to employees who work from home or who telework if they do not provide

catering in accordance with Paragraph 2 or if catering provided in accordance with Paragraph 2 would be contrary to the character of the home work or telework performed.

(8) After negotiation with employees' representatives the employer may

- a) change the conditions under which it provides catering for employees during holidays, obstacles for work or other excused absence from work,
- b) make catering available to employees who work outside the schedule of working shifts for the same conditions as for other employees.
- c) expand the range of natural persons for whom the employer provides catering and for whom it will contribute to meal costs in accordance with Paragraph 3.

### **Education of employees**

#### **§ 153**

An employer shall attend to deepening the employees' qualification, or to its increase. An employer shall negotiate with employees' representatives measures aimed at attending to the employees' qualification, its deepening and increase.

#### **§ 154**

(1) An employer shall secure acquisition of qualification by means of training or tuition for an employee who takes up an employment relationship without qualification. Upon completion of training or tuition, the employer shall issue the confirmation of such for the employee.

(2) An employer shall be obliged to retrain an employee who is to be transferred to a new workplace or to a new type of work or manner of working, if such is necessary, particularly with regard to changes in work organisation or to other rationalising measures.

(3) An employee shall be obliged to systematically deepen the qualification for work performance agreed in the employment contract. Deepening of qualification shall also be its up-keeping and updating. An employer shall be obliged to instruct an employee to undergo further education with the aim of deepening his/her qualification. Participation in education shall be the performance of work, for which an employee shall be entitled to wage compensation.

#### **§ 155**

(1) An employer may conclude an agreement with an employee by which the employer commits himself/herself to enabling the employee for increasing his/her qualification by providing time off, wage compensation and reimbursement of other costs pursuant to study, and the employee commits himself/herself to remaining in an employment relationship with the employer for a determinate period upon completion of study, or to repay costs associated with the course of study, even when the employee terminates the employment relationship prior to the completion of study. The agreement must be in writing, otherwise it is invalid.



- (2) An agreement pursuant to paragraph (1) must contain
- a) the type of qualification and way of its increase,
  - b) the study field and school credentials,
  - c) the period for which the employee commits himself/herself to remaining in the employment relationship with the employer,
  - d) the type of costs and their total sum which the employee shall be obliged to repay to the employer if he/she do not fulfil his/her commitment to remain in the employment relationship with the employer for the duration of the agreed period.
- (3) The total agreed period for remaining in an employment relationship may not exceed five years. If an employee fulfils his/her commitment in part, the obligation to repay costs shall be reduced proportionately.
- (4) The period of remaining in the employment relationship shall not include periods of
- a) performance of extraordinary service during a state of crisis or alternative service during wartime or in a state of war,
  - b) maternity leave and parental leave pursuant to § 166,
  - c) absences from work due to serving an unconditional sentence of imprisonment and detention, if a valid sentence was passed.
- (5) An employer may conclude an agreement pursuant to paragraph (2) with an employee also with regard to reinforcing a qualification, if the expected costs amount to at least EUR 1 700. In this case an employee cannot be set reinforcement of his/her qualification as a duty.
- (6) The obligation of an employee to repay costs shall not arise, particularly if
- a) the employer during the course of increasing qualification ceased to provide time off from work and wage compensation because the employee, through no fault of his/her own, became long-term incapacitated to perform such work for which he/she was increasing his/her qualification,
  - b) the employment relationship was terminated by way of notice given by an employer for reasons pursuant to § 63 paragraph (1) letters a) and b) or by agreement for these same,
  - c) the employee is unable, according to medical opinion to perform the work for which he/she increased his/her qualification, or if he/she lost the long-term capacity to continue performing the hitherto work for reasons pursuant to § 63, paragraph (1), letter c),
  - d) the employer did not utilise, for a period of at least 6 months in the preceding 12 months, the qualification that the employee increased,
  - e) the employer violated the provisions of this act in relation to an employee performing health care occupation according to special regulation and this violation was identified by a relevant labour inspectorate and by a court has been lawfully decided on this violation.

## **Securing for employee upon temporary incapacity to work, in old age and employment upon return to work**

### **§ 156**

Securing for an employee upon temporary incapacity to work as a result of illness, accident, during pregnancy, maternity and parenthood, security for an employee in old-age, upon invalidity or security of survivors upon the death of an employee, and preventive and therapeutic care shall be governed by special regulations.

### **§ 157**

(1) Where a female employee returns to her work after maternity leave, or where a male employee returns to his work after parental leave subject to § 166 paragraph 1, the employer shall be obliged to assign them to their original work and the workplace. Where the assignment to the original work and workplace is not possible, the employer shall be obliged to assign them to different work corresponding to their contract of employment. The employer shall be obliged to assign the female and male employees under conditions that will not be less favourable for them than those they had enjoyed at the time of proceeding on their maternity leave or parental leave, subject to § 166 paragraph 1, and they shall have the right of benefiting from any improvement to the working conditions to which they would have been entitled if they did not take up their maternity leave or parental leave subject to § 166 paragraph 1.

(2) Where a female employee and male employee return to work after termination of parental leave, subject to § 166 paragraph 2, the employer shall be obliged to assign them to their original work and the workplace. Where the assignment to the original work and workplace is not possible, the employer shall be obliged to assign them to a different work corresponding to their contract of employment. Upon termination of parental leave subject to § 166 paragraph 2, the female employee and the male employee shall have the right, to have all their rights that they had acquired or that were arising to them at the time of starting parental leave maintained in the original scope; these rights shall be claimed, including the changes resulting from the legal regulations, collective agreement or from the customary procedures of the employer.

(3) Where an employee returns to work after termination of the performance of a public function or an activity for the trade union organisation, after training, the completion of special service or alternative service, or where the employee returns to work after temporary incapacity for work or quarantine (quarantine measure), the employer shall be obliged to assign him or her to their original work and the workplace. Where the assignment to the original work and workplace is not possible, the employer shall be obliged to assign the employee to different work corresponding to the contract of employment.

## **§ 158**

### **Employees with health disability**

- (1) An employer shall be obliged to employ employees with health disability in suitable positions, and to enable them training or study to attain the necessary qualification and shall also be obliged to attend to the development of such qualification. Furthermore, an employer shall be obliged to create conditions for employees to have the possibility of applying themselves in work and to improve the facilities of workplaces so that, where possible, they may attain the same work results as other employees, and for their work to be made as easy as possible.
- (2) For an employee with health disability whom it is not possible to employ under usual working conditions, an employer may reserve or set up a protected workshop or protected workplace.
- (3) Obligations of an employer relating to employment of an employee with health disability pursuant to paragraphs (1) and (2) shall be governed in more detail by special regulation.

## **§ 159**

- (1) The employer shall enable an employee with health disability with theoretical or practical preparation (requalification) with the aim of maintaining, increasing, expanding or amending his/her hitherto qualification, or adjust it to technical development towards the goal of retaining the employee in an employment relationship.
- (2) Requalification, which the employer implements in the interest of continued work application of employees with health disability shall be carried out on the basis of a written agreement concluded between the employer and the employee.
- (3) Requalification of an employee with health disability shall be carried out during working time and shall be deemed an obstacle to work on the part of the employee. The employee shall be entitled to wage compensation at the amount of his/her average earnings for such a period. Requalification shall be performed outside of working time only if such is necessary by virtue of the method of its provision.
- (4) An employer shall negotiate measures with employees' representatives to create conditions for employing employees with health disability and also fundamental questions over the care of such employees.

### **Working conditions of women and men caring for children**

## **§ 160**

An employer shall be obliged to establish, maintain and improve the level of social facilities and personal sanitation facilities for women.

## **§ 161**

(1) Pregnant women, mothers until the end of the ninth month of confinement and the breastfeeding women must not be employed in works that are physically inappropriate for them or harm their organism. Lists of work and workplaces that are prohibited for pregnant women, mothers until the end of the ninth month of confinement and breastfeeding women shall be stipulated by the Regulation of the Government of the Slovak Republic (hereinafter referred to as “government regulation”).

(2) A pregnant woman may not be employed even in such works that according to medical opinion jeopardise her pregnancy due to health causes pertinent to her person. Such shall apply commensurately to a mother up to the end of the ninth month following childbirth and a nursing woman.

## **§ 162**

(1) If a pregnant woman performs work that is prohibited to pregnant women, or which according to medical opinion threatens her pregnancy, the employer shall be obliged to implement a temporary change to working conditions.

(2) If a change to working conditions for woman pursuant to paragraph (1) is not possible, the employer shall temporarily transfer a woman to work that is suitable to her and in which she may attain the same earnings as that for the hitherto work within the scope of the employment contract, and where such is not possible, he/she shall transfer her upon agreement to a different type of work.

(3) If a woman, in work she was transferred to by no fault of her own attains earnings lower than that attained by the hitherto work, for the purpose of balancing of the difference she shall be provided with a compensation benefit in pregnancy and in motherhood pursuant to special regulation.

(4) If transfer of a pregnant woman to a position with day work or transfer to other suitable work is not possible, the employer shall be obliged to provide a pregnant employee with time off and wage compensation.

(5) Provisions of paragraphs (1) to (4) shall apply commensurately to a mother to the end of the ninth month following childbirth and a nursing woman.

**§ 163 is deleted with effect from 1 September 2007**

### **Arrangement of working time**

## **§ 164**

(1) When designating employees to work shifts, an employer shall be obliged to take into account the needs of pregnant women, women and men continuously caring for children.

(2) If a pregnant woman, men and women continuously caring for a child younger than 15 years of age requests a reduction in working time or other arrangement to the fixed weekly working time, the employer shall be obliged to accommodate their request if such is not prevented by substantive operational reasons.

(3) A pregnant woman, a woman or man continuously caring for a child younger than three years old, a lone man or woman continuously caring for a child younger than fifteen years old may be employed for overtime work only with their agreement. Work stand-by may only be agreed upon with.

## **§ 165**

Provisions of § 164, paragraph (2), shall also apply to an employee who personally continually care for a close person who is mostly or completely helpless and is not provided with care in social care facilities or institutional care in health-care facilities.

## **Maternity leave and parental leave**

## **§ 166**

(1) In connection with the childbirth and care for a new born child, the woman shall be entitled to maternity leave for the duration of 34 weeks. A lone woman shall be entitled to maternity leave for the duration of 37 weeks, and a woman who gave birth to two or more children simultaneously shall be entitled to maternity leave for the duration of 43 weeks. In connection with the care for a new born child, the man shall also be entitled to parental leave from the birth of the child, in the same scope, provided he cares for the new born child.

(2) To deepen the care for the child the employer shall be obliged to provide a woman or a man upon their request with parental leave until the day the child turns three years old. Where a child with long-term unfavourable health state is involved requiring special care, the employer shall be obliged to provide the woman and the man, upon their request, with parental leave until the day the child turns six years old. This leave shall be provided for the length requested by the parent, as a rule for not less than one month.

(3) A woman and a man shall give their employer at least one month's notice in advance of the expected date of proceeding on maternity leave and parental leave, the expected date of suspension, termination and any changes regarding proceeding on, suspension, and termination of maternity leave and parental leave.

(4) An employer may agree with an employee that parental leave pursuant to paragraph (2) can be provided at most until the child's fifth birthday and, in the case of a child with a long term unfavourable health condition requiring individual care, until the child's eighth birthday, and in an extent not exceeding the undrawn part of leave of the period specified in paragraph (2).

## **§ 167**

(1) In general, a woman shall commence maternity leave at the beginning of the sixth week prior to the expected day of childbirth, at the earliest however, from the beginning of the eighth week prior to such a day.

(2) If a woman has drawn less than six weeks maternity leave prior to giving birth, for reason of the birth occurring earlier than was determined by a physician, she shall be entitled to maternity leave from the day of commencement up to expiry of the period as stipulated in § 166, paragraph (1). If a woman has drawn less than six weeks of her maternity leave before confinement for another reason, she shall be provided maternity leave from the day of confinement until the completion of 28 weeks; a lone woman shall be provided maternity leave until the completion of 31 weeks and a woman that has given birth to two and more children simultaneously shall be provided maternity leave until the completion of 37 weeks.

## **§ 168**

(1) If for reasons of health a child was taken into the care of a nursing institution or other treatment establishment, and the female and male employee in the meantime appears to work, maternity leave and parental leave shall be interrupted by such, at the earliest from expiration of the sixth week following the day of childbirth. The woman and man shall be provided with the undrawn part of maternity leave and parental leave commencing from the day they take the child from the institution back into their own care and therefore stops working, not however longer than to the child's three years of age.

(2) A woman and man who has stopped caring for a new born child and whose child for such a reason was taken into care surrogating the care of parents, likewise a woman or man whose child is in the temporary care of a foster home or similar institution for reasons other than health, shall not be entitled to maternity leave and parental leave for the period during which they do not care for the child.

(3) If a child is born dead, a woman shall be entitled to maternity leave for a period of 14 weeks.

(4) Maternity leave in connection with childbirth may never be shorter than 14 weeks and may not in any case whatsoever be terminated or interrupted prior to the elapse of the sixth week from the day of giving birth.

(5) If a child dies in the period when a woman is on maternity leave or a woman or man on parental leave, they shall be provided such leave for a further two weeks from the day of the child's death, at the longest till the time when the child would have reached one year of age.

## **§ 169**

(1) Claim to maternity leave and parental leave shall be held by a woman and man who on the basis of legal decision of the competent body took into care surrogating parental care a child which was entrusted to them by decision of the competent body for later adoption or for fostering care, or a child whose mother died.

(2) Maternity leave or parental leave, subject to § 166 paragraph 1, shall be provided to a woman and a man from the day of their taking in of the child for the duration of 28 weeks, a lone woman and a lone man for the duration of 31 weeks, and to a woman and a man having taken in two or more children for the duration of 37 weeks, not longer than until the day the child turns three years of age. Parental leave subject to § 166 paragraph 2 shall be provided for the duration of three years from the day of completion of maternity leave or parental leave subject to the first sentence, or from the day the child is taken in that will reach three years of age, but not longer than until the day the child turns six years of age. If a child with a long-term unfavourable health state is involved, requiring special care, parental leave shall be provided for the duration of six years from the day of completion of maternity or parental leave subject to the first sentence, or from the day of taking in of the child that will reach three years, not longer than until the day the child turns six years of age.

(3) An employer may agree with an employee that in the case of a child with a long term unfavourable health condition requiring individual care, parental leave can provided at most until the child's eighth birthday and in an extent not exceeding the undrawn part of leave of the period specified in the third sentence of paragraph (2).

## **§ 170**

### **Breaks for breast-feeding**

(1) An employer shall be obliged to provide a mother who breast-feeds her child, in addition to breaks in work, special breaks for breast-feeding.

(2) A mother who works for the fixed weekly working time shall be entitled to two half-hour breaks per child for breast-feeding until the child reaches sixth months of age, and in the succeeding six months one half-hour break for breast-feeding per shift. These breaks may be combined and provided at the beginning or end of the shift. Where working with a shorter working time, however for at least half of the fixed weekly working time, she shall be entitled to only one half-hour break for breast-feeding per child until the end of the sixth month of the child's age.

(3) Breaks for breast-feeding shall be calculated to working time and shall be provided with wage compensation in the amount of her average earnings.

### **Working conditions for adolescent employees**

## **§ 171**

(1) An employer shall be obliged to create favourable conditions for the overall development of the physical and mental aptitudes of adolescent employees as well as specific arrangement of their working conditions. Upon resolving significant matters pursuant to adolescents, an employer shall closely co-operate with the legal representatives of the adolescents.

(2) An employer shall be obliged to keep records of adolescent employees whom he/she employs in an employment relationship. Records shall also include the dates of birth of adolescent employees.

### § 172

Information on the notice given to adolescent employees and immediate notice of an adolescent employee from an employment relationship from the side of the employer must also be submitted to his/her legal representatives. If the employment relationship is terminated by notice from an adolescent employee, by immediate termination of the employment relationship, in the probation period or if the working relationship is to be terminated by agreement, the employer shall be obliged to request the opinion of the legal representative.

### § 173

An employer may only employ adolescent employees for such works that are appropriate to their physical and mental development, which do not jeopardise their morality and shall provide them with increased care at work. This shall also apply commensurately to schools or citizens' associations pursuant to special regulation if within the scope of their participation in the education of young people, they organise work of adolescents.

### § 174

#### **Prohibition of overtime work, night work and work stand-by**

(1) An employer may not employ adolescent employees for overtime work or night work, and work stand-by may not be ordered on them or agreed upon with them. Exceptionally, adolescent employees older than 16 years of age may perform night work not in excess of one hour, if such is necessary for their vocational training. Night work by an adolescent employee must be directly linked to his/her work during the day according to the timetable of work shifts.

(2) An employer may not use such a method of remuneration for work that would lead, through increases in work performance, to endangering the safety and health of adolescent employees.

(3) If an employer may not employ an adolescent employee for work for which he/she received a vocational education because its performance is prohibited to the adolescent employee, or because according to medical opinion such work threatens his/her health, the employer shall be obliged, for the period until the adolescent employee is able to perform such work, to provide him/her with other appropriate work corresponding where possible to his/her qualification.



## § 175

### **Work prohibited to adolescent employees**

- (1) An adolescent employee may not be employed for work underground in the extraction of minerals or drilling of tunnels and passages.
- (2) An adolescent employee may not be employed for work which, taking into account the anatomic, physiological and mental individualities at this age, is inappropriate, or dangerous for him/her or damaging to his/her health.
- (3) Lists of work and workplaces that are prohibited to an adolescent employee shall be established by a Government regulation.
- (4) An employer may employ adolescent employees neither for work at which they are exposed to an increased risk of accident nor the performance of which could seriously endanger the safety and health of co-employees or other persons.

## § 176

### **Medical preventative examination in relation to work**

- (1) An employer shall be obliged to secure that adolescent employees are assessed on the suitability of their health condition for work based on the results of a medical preventative examination
  - a) before an adolescent employee is transferred to other work,
  - b) regularly, as required, at least once per year, unless relevant legislation provides otherwise.
- (2) An adolescent employee shall be obliged to undergo a set medical preventative examination relating to work.
- (3) An employer shall take medical assessments into consideration when assigning adolescent employees to work.

## **Part Eight**

### **COMPENSATION FOR DAMAGES**

#### **Averting damages**

## § 177

- (1) An employer shall be obliged to secure his/her employees with such working conditions providing them with possibility to properly performance their working duties without threatening life, health and property. If he/she ascertains deficiencies, he/she shall be obliged to take such measures for their eradication.
- (2) In order to protect his/her property, an employer shall be authorised to carry out to necessary degree inspections on items which employees bring to the workplace or take away from the workplace. More detailed conditions shall be stipulated by the employer in

the work rules. In checks and inspections, regulations on the protection of personal liberty must be adhered to, and human dignity may not be degraded.

### **§ 178**

(1) An employee shall be obliged to act so that no threat to life, health and property, or destroy of property, nor unwarranted enrichment occurs.

(2) If there is a threat to damage, an employee shall be obliged to notify the superior of such. If immediate intervention is necessary for averting the threat to damages to the employer, the employee shall be obliged to intervene. Such an obligation shall not apply to him/her if he/she is prevented from this by substantive circumstances, or if he/she would expose himself/herself or other employees by it, or persons in the vicinity, to a serious threat. If an employee ascertains that he/she does not have the necessary working conditions created, he/she shall be obliged to notify the superior of it.

### **General accountability of employee for damages**

### **§ 179**

(1) An employee shall be accountable to the employer for damages which he/she caused him/her by deliberate breach of obligations upon performance of work duties or in direct relation to them. The employer shall be obliged to prove the fault of the employee, excepting cases pursuant to § 182 and § 185.

(2) An employee shall also be accountable for damages that he/she caused by deliberate action in contradiction with good morals.

### **§ 180**

An employee who is affected by a mental handicap shall be held accountable for damages that he/she causes only if he/she is in control of his/her actions and able to adjudge the consequences of his/her actions. An employee who induces such a state by his/her own fault so that he/she is unable to control his/her actions or adjudge the consequences of his/her actions shall be accountable for damages caused while in such a state.

### **§ 181**

(1) An employer may demand an employee who knowingly did not warn a superior about impending damages or who did not intervene against such, even though he/she would have prevented the direct occurrence of damages by such intervention, to contribute to settlement of such damages to the extent appropriate to the circumstances of the case, if it cannot be settled otherwise. Account shall thereby be taken in particular of the circumstances which prevented performance of obligations. The level of compensation

for damages may not however, exceed an amount equal to four times his/her average monthly earnings.

(2) An employee shall not be accountable for damages that he/she caused while averting damages jeopardising the employer or danger directly threatening life or health, if he/she himself/herself did not invoke such a state of affairs deliberately and if he/she acted thereby in a manner appropriate to the circumstances.

(3) An employee shall not be accountable for damage resulting from economic risk.

### **Accountability for a shortage in entrusted values which employee shall be obliged to account**

#### **§ 182**

(1) If an employee, pursuant to an agreement on material accountability, has accepted accountability for entrusted cash, valuables, goods, material stocks or other values determined for circulation or turnover which he/she is obliged to account, he/she shall be accountable for shortages arising therefrom. It may also be concurrently agreed with employees in agreements that if they work at a workplace with a number of employees who have concluded agreements of material accountability, they shall be collectively accountable for shortages (collective material accountability).

(2) An agreement of material accountability must be concluded in writing or shall otherwise be invalid.

(3) An employee shall be exempt of accountability in full or in part, if demonstrating those shortages arose in full or in part due to no fault of his/her own.

(4) If deficiencies arise in the working conditions of employees with collective accountability in connection with another employee or other superior or deputy superior being transferred to their workplace, or in connection with certain employees resiling from the agreement on material accountability, the employer shall be obliged to eliminate such deficiencies without undue delay.

#### **§ 183**

(1) An employee who concluded an agreement on material accountability may resile from it if he/she is transferred to other work, transferred to another workplace, is moved, or if the employer within a period of one month from delivery of his/her written notice does not eliminate such deficiencies in working conditions that prevent proper management of entrusted valuables. In the case of collective material accountability, an employee may also resile from the agreement if another employee is transferred to the workplace or another superior or deputy superior was appointed to the workplace. Resiliency must be announced to the employer in writing.

(2) An agreement of material accountability shall expire on the day of terminating the employment relationship or the day of resiliency from such an agreement.

## § 184

(1) Stock-taking must be performed upon concluding an agreement of material accountability, upon its expiry, upon the transfer of an employee to other work or other workplace, upon his/her being moved and upon termination of the employment relationship.

(2) At workplaces where employees with collective material accountability work, stock-taking must be carried out upon conclusion of agreements of material accountability with all employees collectively accountable

a) upon termination of all such agreements,

b) upon transfer to other work or moving of all collectively accountable employees,

c) upon a change in the functions of a superior or his/her deputy,

d) upon the request of any of the collectively accountable employees in the case of a change in their collective group,

e) upon resiliency of certain employees from an agreement of material accountability.

(3) If an employee having collective material accountability whose employment relationship is terminated or who is transferred to other work or another workplace or who was moved, does not concurrently request performance of stock-taking, he/she shall be accountable for possible shortages ascertained at the next stock-taking of his/her former workplace.

(4) If an employee who is transferred to a workplace where employees with collective accountability work, does not concurrently request performance of stock-taking, he/she shall, provided he/she has not withdrawn from the agreement of material accountability, be accountable for possible shortages ascertained at the next stock-taking.

## § 185

### **Employee's accountability for loss of entrusted articles**

(1) An employee shall be accountable for the loss of tools, protective work tools and other similar articles entrusted to him/her by the employer on the basis of written confirmation.

(2) An employee shall be exempt of accountability in full or in part, if there is a proof that losses occurred in full or in part due to no fault of his/her own.

(3) An employer may, after agreement with representatives of employees, define a circle of employees with whom it is possible to agree a duty to insure an item that the employer entrusts to them as defined in paragraph (1) against loss or destruction.

## **Scope and manner of compensating for damages**

### **§ 186**

- (1) An employee who is accountable for damages shall be obliged to compensate the employer for the damages, and this in financial means, if he/she does not remove the damage by its return to previous state, and if the employer demands it from the employee.
- (2) The compensation for damages caused by negligence that an employer demands from an employee may not, for individual employees, exceed an amount equal to four times his/her average monthly earnings prior to breach of obligations that led to such damages. Such a restriction shall not be applicable if there is a specific accountability of the employee pursuant to § 182 to § 185 or if damages were caused by inebriation or following use of narcotic substances or psychotropic substances.
- (3) If damages were caused deliberately, an employer may in addition to actual damages demand compensation for loss of profit, if non-settlement of it would be contrary to good morals.

### **§ 187**

- (1) If damages were caused also by an employer breaching the obligations, the employee shall be obliged to settle a proportionate part of damages pursuant to the level of his/her liability.
- (2) If several employees are accountable to an employer for damages, each of them shall be obliged to settle a proportionate part of such damages pursuant to the extent of his/her fault.

### **§ 188**

Upon determining the level of damages to articles, the values at the time damages or losses occurred shall be applicable.

### **§ 189**

- (1) An employee who is accountable for the damage or for the loss of articles shall be obliged to compensate for the damages or loss to the full extent.
- (2) With regard to collective accountability for shortages, the share of damages for individual employees shall be determined according to the proportion of their average earnings, whereas the earnings of their superior and his/her deputy shall be calculated as a twofold sum.
- (3) The share of compensation determined pursuant to paragraph (2) may not for individual employees, excepting the superior and his/her deputy, exceed the amount equal to their average monthly earnings prior to the occurrence of damages. If such determined shares do not cover the whole of damages, the superior and his/her deputy

shall be obliged to settle the remaining portion according to the proportion of their average earnings.

(4) If it is ascertained that shortages or parts thereof were brought about by a certain collectively accountable employee, shortages shall be settled by this an employee pursuant to the degree of his/her fault for it. The remaining part of shortages shall be settled by all collectively accountable employees in portions as determined pursuant to paragraphs (2) and (3).

### **§ 190 is deleted with effect from 1 September 2007**

### **§ 191**

(1) An employer may demand compensation from an employee for damages, for which the employee is liable to him/her. The demanded compensation shall be determined by the employer.

(2) An employer shall negotiate the demanded compensation for damages with the employee and notify him/her of it within one month at the latest from the day it was ascertained that damages had occurred and that the employee was liable for it.

(3) Where an employee acknowledges the liability to settle damages to a determined sum and the employer agrees with him/her on the manner of settlement, the employer shall be obliged to conclude the agreement in writing, or it shall otherwise be invalid. Specific written agreement shall not be necessary if damages were already settled.

(4) The employer shall be obliged to negotiate with employees' representatives in advance the demanded compensation for damages and the contents of the agreement on the manner of its settlement, except compensation for damages not in excess of EUR 50.00.

### **§ 192**

#### **General accountability of employer for damages**

(1) An employer shall be accountable to an employee for damages caused due to violation of legal obligations or deliberate action against good morals to the employee in the performance of work tasks or in direct relation to it.

(2) An employer shall also be accountable to an employee for damages sustained to him/her due to violation of legal obligations within the performance of an employer's tasks by employees acting in the name of the employer.

(3) An employer shall not be accountable to an employee for damages to a motor vehicle, to his/her own tools, equipment and articles that are necessary for the performance of work which he/she used in the discharge of work tasks, or in direct relation to it, without a written consent of the employer.

## § 193

### **Employer's accountability for damages to deposited articles**

(1) An employer shall be accountable for damages to articles that an employee deposited at a predetermined place in the employer's premises in the discharge of work tasks or in direct relation to it, and if such a place is not determined then at a place where such articles are usually placed. With regard to articles that are not usually brought to work, the employer shall only be accountable if they were taken into safekeeping, otherwise to a maximum sum of EUR 165.97.

(2) The right to compensation for damages shall expire if the employee failed to notify the employer of it in writing without undue delay, within 15 days at the latest from the day he/she became aware of damages.

## § 194

### **Employer's accountability for averting damages**

An employee who, in averting damages threatening the employer, sustains material damages, shall be entitled to compensation from the employer for it and to compensation for purposeful outlay of costs, if such a danger was not induced deliberately by the employee himself/herself and if he/she acted thereby in a manner appropriate to the circumstances. An employee who so averted a danger threatening life or health shall also be entitled to such compensation, if the employer would be accountable for such damages. If the employee sustained damages to his/her health, such damage shall be adjudged as an occupational accident.

### **Employer's accountability for damages in case of occupational accident and occupational disease**

## § 195

(1) If in the discharge of work tasks or in direct relation to it, an employee sustains damage to his/her health or suffers death by way of accident (occupational accident), accountability for damages arising from it shall fall to the employer with whom he/she was in an employment relationship at the time of the accident.

(2) An occupational accident shall be the damage to health sustained by an employee while discharging his/her work tasks or in direct relation to it, independent of his/her will, by short-term, sudden and forceful effects of external influences.

(3) An occupational accident is not an accident that was sustained by an employee while on his/her way to and from work.

(4) Accountability for damages sustained by an employee by way of occupational disease shall fall to the employer for whom the employee last worked, prior to its ascertaining, in

an employment relationship under conditions inducing the occupational disease that the employee has been affected with. Occupational diseases are diseases as listed in legal regulations on social security (List of Occupational Diseases), if arising under conditions stated therein.

(5) An employer shall be accountable for damages even when he/she adhered to obligations arising from special regulations and other regulations for securing safety and protection of health at work, unless exempted from such accountability pursuant to § 196.

## § 196

(1) An employer shall be fully exempted of accountability if demonstrating that the single reason for damage was the fact that

a) the damage was caused in such a way that the affected employee by his/her own fault was in violation of legal regulations or other regulations for securing safety and protection of health at work or instructions for securing safety and protection of health at work, even though he/she was properly and demonstratively acquainted with them and that knowledge and adherence to them were systematically demanded and checked, or

b) damage was caused by the affected employee due to his/her inebriation or as a result of abusing narcotic substances or psychotropic substances, and the employer was unable to prevent such damage.

(2) An employer shall be exempted of accountability in part if demonstrating that

a) the affected employee was by his/her own fault in violation of legal regulations or other regulations or instructions for securing safety and protection of health at work, even though he/she was properly and demonstratively acquainted with them, and that such a violation was one of the causes of damage,

b) one of the causes of damage was the inebriation of the affected employee or the abuse of narcotic substances or psychotropic substances by the affected employee,

c) damage was sustained by the employee due to his/her acting in contradiction to the usual manner of conduct in such a way that it is clear that although not in violation of legal regulations, other regulations or instructions for securing safety and protection of health at work or special regulations, he/she acted heedlessly and whereby must have been aware, with respect to his/her qualification and experience, that this might lead to harm to health.

(3) If an employer is exempted of accountability in part, the part of damages that is to be borne by the employee shall be determined according to the extent of his/her fault. In the case stated in paragraph (2), letter c), the employer shall be reimbursed at least one third of damages.

(4) Upon considering whether an employee was in violation of legal regulations or other regulations for securing safety and protection of health at work (paragraph (1), letter a) and paragraph (2), letter a)) or special regulations, it shall not be possible to only refer to



general provisions pursuant to which each person has to act in order not to endanger his/her health and the health of others.

(5) Ordinary carelessness and conduct arising from the risk of work cannot be considered heedless action pursuant to paragraph (2), letter c).

### **§ 197**

An employer may not be exempted of accountability if an employee sustained an occupational accident while averting damages jeopardising this employer, or a danger directly threatening life or health, provided the employee did not intentionally invoke such a state himself/herself.

### **§ 198**

(1) An employee who sustained an occupational accident or in whom an occupational disease was ascertained shall have the right, to the extent to which the employer is accountable for the damage, to provision of compensation for material damage; provision of § 192, paragraph (3) shall apply equally.

(2) An employer shall be obliged to negotiate the extent of accountability according to paragraph (1) without undue delay with the employees' representatives and with the employee.

**§ 199 to § 213 are deleted with effect from 1 January 2004**

### **Accountability for damages in certain special cases**

**§ 214 is deleted with effect from 1 September 2009**

### **§ 215**

(1) With regard to a natural person performing a public function, accountability for damage arising during performance of the function or in direct relation to it, shall fall on the organisation for whom the person was active; natural persons shall be accountable to this organisation for damage. If, in performance of his/her functions or in direct relation to them, an official of trade union organisation assists concurrently with discharging of public, economic or social tasks of the employer with whom he/she is in an employment relationship, such an employer shall be accountable to him/her for damages.

(2) With regard to a citizen with disability who is not in an employment relationship and whose vocational (activity) preparation is performed pursuant to special regulations, the employer with whom such vocational preparation is carried out shall be accountable for damages arising during this preparation.

**§ 216 is deleted with effect from 1 September 2007**

**Common provisions on employer's accountability**

**§ 217**

(1) An employer shall be obliged to compensate an employee for actual damages and this in cash form, provided damages are not liquidated by restoration to former integrity. If concerning damage to health for reason other than occupational accident or occupational disease, regulations on accidents at work shall be applicable for determining the manner and the extent of compensation, with the restriction that a lump sum reimbursement to survivors shall not be applicable.

(2) Price of an article at the time damages were sustained shall be applied when determining damages to articles.

**§ 218**

If an employer demonstrates that damage was also caused by the aggrieved employee, his/her accountability shall be limited proportionately. With regard to accountability for damages upon occupational accident or occupational diseases, the procedure pursuant to § 196 shall apply.

**§ 219**

An employer who compensated damages to an aggrieved party shall be entitled to reimbursement from the party who is liable to the aggrieved party for such damages pursuant to special regulation, and this to the extent that corresponds to the level of such accountability towards the aggrieved party, unless otherwise agreed upon in advance.

## **Discharge of work tasks and direct relation to such discharge**

### **§ 220**

(1) Discharge of work tasks means the performance of work obligations issuing from a labour-law relation, other activity performed by order of the employer, and an activity that is the subject of a business trip.

(2) In direct relation to discharge of work tasks are such actions that are necessary for the performance of work, and actions that are during work usual or necessary prior to commencement of work or upon its completion. Such actions shall not however include journeys to and from work, catering, examinations or treatment in a health-care facility, neither journeys to and from such. Examination in a health-care facility performed by order of the employer, or treatment by first aid, as well as the outward- and return journey, are actions in direct relation to discharge of work tasks.

(3) An accident that an employee sustained in the discharge of work tasks shall also be deemed an occupational accident.

### **§ 221**

(1) A journey to and from work shall be the journey from the employee's place of residence (accommodation) to the place of entrance to the premises of the employer or other place determined for the discharge of work tasks, and the journey back. In case of an employer in agriculture, forestry and construction, this shall also be the journey from the place of residence to the determined assembly point and back.

(2) A journey from the municipality of an employee's residence to the work place or place of accommodation in another municipality that is the destination of a business trip, if it is not concurrently the municipality of his/her regular workplace, and the return journey, shall be adjudged as a necessary action prior to commencement of work or upon completion of work.

### **§ 222**

#### **Unwarranted enrichment**

(1) If an employee unwarrantedly enriches himself/herself to the detriment of the employer or an employer unwarrantedly enriches himself/herself to the detriment of an employee, such enrichment must be surrendered.

(2) Unwarranted enrichment for the purposes of this Act means property gain acquired by settlement lacking legal cause, settlement pursuant to an invalid legal action, settlement pursuant to a legal cause that was annulled, as well as property gain acquired from dishonourable sources.

(3) The subject of unwarranted enrichment must be surrendered to the party to whose detriment such was acquired. Everything that was acquired by way of unwarranted

enrichment must be surrendered. If this proves impossible, particularly because the enrichment comprised of actions, financial reparation must be provided.

(4) Together with the subject of unwarranted enrichment, all benefits from such enrichment must also be surrendered, if the party that acquired enrichment has not acted in good will.

(5) The party surrendering the subject of unwarranted enrichment shall be entitled to compensation of necessary costs expended on the article.

(6) An employer may demand repayment of an unjustly paid sum from the employee, only if the employee was aware or had to conclude from the circumstances that it concerned wrongly allocated sums or sums paid in error, such for a period of three years from its payment.

## **Part Nine**

### **AGREEMENTS ON WORK PERFORMED OUTSIDE EMPLOYMENT RELATIONSHIP**

#### **Agreements on work performed outside employment relationship § 223**

(1) In order to perform their tasks or to provide for their needs, employers may conclude agreements with natural persons on work performed outside an employment relationship („work performance agreements“, „agreements on work activities“ and „agreements on temporary jobs for students“) for work that is limited in its results („work performance agreement“) or occasional activities limited by the type of work („agreement on work activities“, „agreement on temporary work for students“). Labour law relations based on agreements on work performed outside an employment relationship shall be governed by the provisions of the part first and the part sixth of this Act.

(2) Such agreements may only be concluded with an adolescent employee if such shall not jeopardise his/her healthy development, safety, morality or vocational preparation.

(3) Such agreements may not be concluded for activities that are a subject of protection pursuant to copyright law.

(4) Disputes pursuant to such agreements shall be dealt with equally to disputes pursuant to employment relationships.

#### **§ 224**

(1) On the basis of concluded agreements pursuant to § 223, employees shall be obliged in particular

a) to perform work conscientiously and properly and to adhere to the conditions concluded in such an agreement,

- b) to perform works personally,
- c) to adhere to legal regulations relating to the work performed by him/her, in particular legal regulations for securing occupational health and safety; to adhere to other regulations relating to the work performed by him/her, in particular regulations pursuant to securing occupational health and safety with which he/she was properly acquainted,
- d) to properly manage entrusted resources and to protect the property of the employer against damage, loss, destruction and abuse.
- e) to notify the employer in writing without unnecessary delay of all changes affecting his/her labour-law relation and relating to his/her person, in particular any change of name, surname, permanent residence or temporary residence, address for the delivery of correspondence, health insurance and if payment is made to the employee's account in a bank or branch of a foreign bank with the employee's consent, also any change in banking details.

(2) On the basis of agreements concluded pursuant to § 223, an employer shall be obliged in particular

- a) to create appropriate working conditions for the employee securing the proper and safe performance of work, in particular to provide necessary fundamental resources, materials, tools and personal protective work aids,
- b) to inform employees of legal and other regulations relating to the work performed by them, in particular regulations for securing safety and health protection at work,
- c) to provide the employee with the agreed remuneration for work performed, and to adhere also to other concluded conditions; as the case may be, other concluded entitlements of an employee or other settlement to his/her benefit may not be concluded for the employee more favourably than are similar entitlements to settlement arising from an employment relationship,
- d) to keep records of agreements on works performed outside employment relationship in the sequential order of their conclusion,
- e) to keep working time records of employees performing work on a basis of an agreement on temporary job of students and on a basis of an agreement on work activities.

(3) Prohibition of work and workplaces for pregnant women, mothers who have given birth within the last nine months and breastfeeding women and adolescents shall also be applicable to work performed on the basis of these agreements.

## § 225

(1) An employee shall be accountable to the employer with whom he/she concluded a work performance agreement pursuant to § 223 for damages caused due to breach of obligations in the performance of work or in direct relation to such, equally to that of an employee in an employment relationship. Compensation for damages caused by negligence may not exceed a third of actual damages and may not be greater than one

third of the remuneration concluded for performance of such work, except cases pursuant to § 182 to § 185.

(2) The employer shall be accountable to an employee for damages that the employee sustained in the performance of work according to the concluded agreement or in direct relation to such, equally to that of an employee in an employment relationship.

## **§ 226**

### **Work performance agreement**

(1) An employer may conclude a work performance agreement with a natural person if extent of work (work tasks) for which the agreement is concluded is not in excess of 350 hours in a calendar year. The period of work shall include work performed by the employee for the employer pursuant to a different work performance agreement.

(2) A work performance agreement shall be concluded in writing, otherwise this agreement is invalid. The work performance agreement must include the definition of the work tasks, agreed remuneration for performance of it, the period in which the work task is to be performed and the extent of work, if its extent is not directly influenced by the definition of the work task. A written agreement on work performance shall be concluded at the latest on the day preceding the day of the work performance commencement.

(3) Work tasks must be performed within the period as concluded, otherwise the employer may withdraw from the agreement. An employee may withdraw from an agreement if unable to discharge the work tasks because the employer has not created the working conditions as agreed upon for him/her. The employer shall be obliged to compensate the employee for damages arising from such.

(4) Remuneration for performance of a work task shall be due upon completion and submission of the work. The parties may agree that part of remuneration shall be due upon performance of a determined part of the work task. The employer may appropriately reduce the amount of remuneration upon negotiation with the employee if the performed work does not correspond to the conditions as concluded.

(5) If an employee dies prior to performance of the work task yet the employer may utilise the results of such, entitlement to remuneration appropriate to the work performed and entitlement to compensation for essential outlay of costs shall not be annulled but shall become part of inheritance.

### **§ 226a is deleted with effect from 1 July 2003**

### **Agreement on temporary job of students**

## **§ 227**

(1) An employer may conclude an agreement on temporary job of students with a natural person who has a status of a student.

(2) On the basis of an agreement temporary job of students work exceeding half the determined weekly working time on the average may not be performed.

(3) Adherence to the agreed and maximum extent of working time pursuant to paragraph (2) shall be assessed for the entire period for which the agreement is concluded, however for the maximum of 12 months.

## **§ 228**

(1) An employer shall be obliged to conclude an agreement on temporary job of students in writing, otherwise it shall be invalid. The agreement must state: the agreed work, the agreed reward for the work performed, the agreed extent of working time and the period for which the agreement is concluded. The employer shall be obliged to issue the employee with one copy of the agreement on temporary job of students.

(2) An agreement on temporary job of students shall be concluded for a determined period or for an undetermined period of time. The method of termination of the agreement may be agreed in the agreement. Confirmation of the status of a student pursuant to the said agreement shall constitute an inseparable part of the agreement. Immediate termination of the agreement may only be agreed in cases where an employment relationship may be terminated immediately. If the method of termination does not follow directly from the agreement concluded, it may be terminated by the agreement of participants as of the agreed date, and unilaterally only by giving notice without stating a reason with a 15-day notice period beginning on the day when the written notice was delivered; this shall not apply if an agreement is concluded in the period from the end of study at secondary school or the end of the summer semester in higher education no later than by the end of October of the same calendar year.

## **§ 228a**

### **Agreement on work activity**

(1) Work activities may be performed for up to 10 hours per week on the basis of an agreement on work activities.

(2) An employer must conclude an agreement on work activities in writing otherwise it shall be invalid. The agreement on work activities must state the agreed work, the agreed remuneration for work performed, the agreed extent of working time and the period for which the agreement is concluded. The employer must give one counterpart of the agreement on work activities to the employee.

(3) An agreement on work activities may be concluded for a definite or indefinite period. The agreement may include an agreement on the method of its termination. Termination of the agreement with immediate effect may be agreed only for those circumstance in which an employment relationship may be terminated with immediate effect. If the method of termination of the agreement is not agreed in the agreement itself, termination

is possible by agreement of the contracting parties as of an agreed date, and may be terminated by a single party only with notice without stating a reason with a 15-day notice period starting from the date on which written notice is delivered.

## **Part Ten**

### **COLLECTIVE LABOUR-LAW RELATIONS**

#### **§ 229**

#### **Participation of employees in labour-law relations and its forms**

(1) With the view of securing just and satisfactory working conditions, employees shall participate in decision-making of the employer concerning their economic and social interests, either directly or by means of competent trade union body, of the works council or the works trustee; employees' representatives shall mutually cooperate closely.

(2) Employees shall have the right to the provision of information on the economic and financial situation of the employer and on the presumed development of its activities, and this in an understandable manner and in a suitable time. Employees shall have the right to voice their comments on such information and to projected decisions, to which they may submit their suggestions.

(3) Employees of employers specified in § 241, paragraph (1) shall be entitled to supranational information and to negotiation of interests concerning employees to the extent stipulated in the provisions on European Works Council and on proceedings for supranational information and negotiation.

(4) Employees shall participate by means of competent trade union body, works council or the works trustee in the creation of just and satisfactory working conditions by

- a) joint decision-making,
- b) negotiation,
- c) right to information,
- d) inspection activities.

(5) Employees shall be entitled through employees' representatives to apply their right following from labour-law relations or similar labour relations, unless the law stipulates otherwise.

(6) Employees shall have the right to collective bargaining only through the competent trade union body.

(7) If a trade union organization and works council function alongside each other in an employer's workplace, the trade union organization shall be entitled to collective bargaining, to inspect the performance of obligations resulting from collective agreements, control activity under § 149 and to information, and the works council shall



be entitled to participate in decision-making, to negotiation, to information and to perform control activity.

(8) If at an employer a trade union body and a works council both exist, a representative of the trade union body may participate at meetings of the works council if an absolute majority of the members of the works council agree to this.

### **Trade union organisation**

#### **§ 230**

(1) A trade union organisation is a civil association governed by separate regulations. The trade union shall be obliged to inform the employer of the start of its activities in the employer's organisation and present a list of members of the trade union body to the employer.

(2) An employer shall be obliged to allow the operation of trade union organisations at the workplace.

(3) A trade union organization that begins activities in an employer's workplaces and wants to represent the employer's employees must demonstrate that at least 30% of the employer's employees are members of the trade union organization if the employer so requires within 30 days of the date when the trade union organization informed the employer in writing of the start of its activities under paragraph (1). If two or more trade union organizations are active in an employer's workplaces, the condition stipulated in the first sentence may also be demonstrated to all together.

(4) The employer upon agreement with representatives of employees must allow also persons who are not employees of the employer access to the premises of the employer related to the purpose of access if they are acting in the name of a trade union organisation of which an employee of the employer is a member, for the purposes of exercising the rights of employees; such a person must abide by the requirements and measures set for the area of health and safety, other regulations and the internal regulations of the employer to the extent necessary taking into consideration the purpose of access. The trade union body must inform the employer of the person who acts in the name of the trade union body, the purpose and the date when he/she will enter the employer's premises.

#### **§ 231**

(1) A trade union body shall conclude a collective agreement with an employer, which shall regulate working conditions including wage conditions and conditions of employment, relations between employers and employees, relations between employers or their organizations and one or more employees' organizations on more favourable terms than those stipulated in this Act or other labour-law regulation, except where by this Act or other labour-law regulation is not expressly prohibited to such terms or where deviation from such terms is not impossible.

(2) In a collective agreement it is possible to agree working conditions including wage conditions and conditions of employment deviating from the conditions stipulated in

paragraph (1) pursuant to and in the extent stipulated in § 45 (5) and (6), § 62 (9), § 63 paragraph (3), § 97 paragraph (12) and § 141a (1).

(3) Working conditions including wage conditions and conditions of employment agreed under § 45 paragraph (5) and § 62 paragraph (9) shall be binding for the employee only if they have been agreed in his/her employment contract.

(4) Claims to which individual employees are entitled under a collective agreement shall be exercised and satisfied in the same way as other claims of employees resulting from employment relationship.

(5) An employment contract shall be invalid in any part that entitles an employee to a claim with a lesser scope than a claim pursuant to the collective agreement.

(6) The procedure for concluding collective agreements is stipulated in relevant regulation.

(7) In a co-operative where membership includes a labour relation between the member and the co-operative, the collective agreement defined in paragraph 1 shall be replaced by a resolution of the meeting of members.

## **§ 232**

(1) If several trade union organisations operate alongside each other concurrently with one employer, in cases concerning all employees or the greater number of them and if generally binding legal regulations or the collective agreement demand negotiation with or the consent of a trade union body, the employer must discharge such obligations towards the competent body of all trade union organisations involved, unless agreeing with them otherwise. If the bodies of all involved trade union organisations are not in concordance, at the latest by 15 days from the request as to whether consent shall be granted or not, the decisive position shall be that of the body of the trade union organisation with the greatest number of members at the employer.

(2) If several trade union organisations operate alongside each other concurrently at one employer, the competent trade union body of the trade union organisation of which an individual employee is a member shall be his/her representative in labour-law relations and similar labour relations relating to such an employee.

(3) In the case stated in paragraph (2), the body of the trade union organisation with the greatest number of members at the employer shall be the representative in labour-law relations and other similar labour relations relating to an employee who is not trade organised, unless the employee determines otherwise.

## **§ 233**

### **Works council and works trustee**

(1) Works council shall be a body, which represents all the employees of an employer.

(2) Works council may act at an employer, which employs at least 50 employees.

(3) At an employer, which employs less than 50 employees but more than three employees may operate a works trustee. The rights and duties of a works trustee shall be equal to the rights and duties of a works council.

(4) A works council or a works trustee shall have the right to negotiate in the form of an agreement or in the form of granting previous consent pursuant to this Act only if the working conditions or conditions of employment by which negotiations with the works council or a works trustee are not arranged by a collective agreement.

### **§ 233a**

#### **Agreement with a works council or works trustee**

(1) A works council or works trustee may conclude an agreement with an employer regulating working conditions including wage conditions and conditions of employment in the same scope as is permitted for a collective agreement.

(2) An agreement pursuant to paragraph (1) can be concluded only if no trade union organization operates in the employer's workplaces.

(3) Claims to which individual employees are entitled under an agreement with the works council or the works trustee shall be exercised and satisfied only in the extent agreed in the employment contract. When negotiating an employment contract or an amendment thereof, the employer cannot offer an employee less advantageous terms than those agreed in the agreement with the works council or works trustee.

#### **Election of works council members, election of works trustee and term of office – Title is deleted with effect from 1 July 2003**

### **§ 234**

(1) An employer shall be obliged to secure elections of the members of the works council if such is requested in writing by at least 10 % of the employees. A works council at an employer who has

a) from 50 to 100 employees shall comprise at least three members,

b) from 101 to 500 employees shall comprise at least one additional member for each 100 employees,

c) from 501 to 1000 employees shall comprise at least one additional member,

d) from 1001 and more employees shall comprise at least one additional member for each 1000 employees.

(2) The right to elect members to the works council or as works trustee shall be held by all employees of an employer, if working for the employer for at least three months.

(3) Eligibility to be elected as a member of the works council or as works trustee shall be applicable to each employee of the employer over 18 years of age, who is without reproach, who is not a close person to the employer, and who has worked for the employer for at least three months.

(4) Members of the works council shall be elected directly by secret ballot on the basis of a list of candidates proposed by at least 10 % of the employees or the competent trade union body. The elections shall be valid if 30% of all employees who have the right to vote participate in the voting for members of the works council. Members of the works council shall be those candidates who receive the greatest number of votes. An elections committee shall determine the number of members of the works council in advance, after agreement with the employer. If the necessary number of members is not elected to the works council, the employer shall secure a further round of elections within three weeks. If, even after the execution of the repeat voting the necessary number of candidates is not elected, the works council shall not be established. New elections to the works council shall be held after the expiry of 12 months from the holding of the repeat voting.

(5) The first election of members to the works council at an employer shall be organised by an election committee composed of at least three employees and at most seven employees who have signed the request for the formation of a works council. The employer shall determine the number of members of the election committee, in dependence on the number of employees and the internal structure of the employer. Further elections shall be organised by the works council.

(6) A works trustee shall be elected directly by secret ballot, requiring an absolute majority of the employees present at the voting.

(7) Expenses incurred in the holding of elections of the works council and the works trustee shall be borne by the employer.

(8) The period in office of the works council and the works trustee shall be four years.

### **§ 235 (Title is deleted with effect from 1 July 2003)**

(1) A works council shall cease to exist

a) upon expiration of the term of office,

b) by resignation of the works council, if such resignation was accepted at the employees' assembly,

c) by the works council being recalled by a simple majority of employees present for the vote,

d) by decrease of the number of employees at an employer to less than 50.

(2) Paragraph (1) shall apply appropriately also to the works trustee.

### **§ 236 (Title is deleted with effect from 1 July 2003)**

(1) Membership in the works council shall cease to exist

a) upon termination of the employment relationship with the employer,

b) by resignation from membership in the works council,

c) by recall from the function as member of the works council by an absolute majority of the employees, if at least 30% of all employees take part in the election.

(2) The term of office of the works trustee shall expire

a) by termination of the employment relation with the employer,

b) resigning of the position,

c) recall from the position of works trustee by an absolute majority of employees, if at least 30% of all employees take part in the election.

### **§ 237**

#### **Negotiation (Title is deleted with effect from 1 July 2003)**

(1) Negotiations shall be an exchange of opinions and dialogue between the employees' representatives and the employer.

(2) The employer shall negotiate in advance with employees' representatives on mainly

a) the state, structure and presumed development of employment and planned measures, mainly if employment is threatened,

b) principled issues the employer's social policy, measures for the improvement of hygiene at work and the work environment,

c) decisions which may lead to basic changes in the organization of labour or in contractual conditions,

d) organizational changes which could be considered the limiting or cessation of the activities of the employer or its part, amalgamation, incorporation, splitting or change to the legal form of the employer,

e) measures for the avoidance of the occurrence of injuries and occupational disease, and for the health protection of employees.

(3) Negotiations shall be held in an understandable manner and in an appropriate time, with adequate contents and in the goal of achieving agreement.

(4) For the purposes stated in paragraph (2), the employer shall provide the employees' representatives with the necessary information, negotiation and documentation and, within its possibilities, take into account their viewpoints.

### **§ 238**

#### **Right to information**

(1) Information shall be the provision of data by the employer to the employees' representatives, in the goal of acquainting them with the contents of the information.

(2) The employer shall inform in an understandable manner and in an appropriate time the employees' representatives on its economic and financial situation and on the presumed development of its activities.

(3) The employer may refuse to provide information, which could harm the employer, or may require that this information be regarded as confidential.

## **§ 239**

### **Control activity**

Representatives of employees shall inspect compliance with labour-law regulations including wage regulations and obligations resulting from a collective agreement or from an agreement according to § 233a; for this purpose they shall be authorized in particular to

- (a) enter the employer's workplace in a time agreed with the employer, and if it does not reach an agreement with the employer within three working days of informing the employer of the entry to the workplace § 230 paragraph (4) shall be used as appropriate,
- (b) request necessary information and documentation from executive employees,
- (c) submit proposals for the improvement of working conditions,
- (d) request that the employer remove discovered faults,
- (e) propose to the employer or to another body empowered with control of the maintenance of labour-law regulations that appropriate measures as regards the executive employees who breach labour-law regulations or the duties resulting for them from the collective agreement be applied,
- (f) request from the employer information on what measures have been executed for the removal of faults discovered during the performance of inspection.

## **§ 240**

### **Conditions of activity of employees' representatives and their protection**

(1) An activity of the employees' representatives, which is in direct relation to performance of tasks of employer, shall be deemed performance of work for which the employee shall be entitled to wages.

(2) An employer shall provide time off from work pursuant to § 136, paragraph (1) for performance of the position of employees' representatives or for their participation in education as secured by the body of the competent trade union body, works council and employer provided such shall not be prevented by substantive operational reasons.

(3) The employer shall provide the employee time off from work with wage compensation or without wage compensation in order to perform a function in a trade union body for a period agreed between the employer and the competent trade union body and to perform the function of a member of a works council or a works trustee for a time agreed between the employer and the works council or works trustee. An employer has the right to inspect whether an employee uses the provided time off for the purpose for which it was provided.

(4) Pursuant to its operational possibilities, an employer shall provide employees' representatives, for necessary operational activities, free of charge and to the adequate extent, facilities with the necessary equipment, and settle expenses connected with their maintenance and technical operation.

(5) Employees' representatives and experts fulfilling tasks for the employees' representatives shall be obligated to maintain secrecy on events which they discovered in the performance of their position and which were designated by the employer as confidential. This duty shall also apply during one year following the termination of the performance of their position, unless special regulation stipulates otherwise.

(6) Employees' representatives may not be, in the fulfilment of tasks resulting from their position, disadvantaged or otherwise sanctioned by the employer.

(7) Employees' representatives, during their term in office and for six months after its termination, shall be protected against measures which could damage them, including the termination of the employment relationship and which could be motivated by their position or activity.

(8) The employer may give notice to or terminate immediately the employment of a member of the relevant trade union body, a member of a works council or a works trustee only with the prior consent of these employees' representatives. As previous agreement shall be considered as also failure by the employees' representatives to grant consent in writing to the employer within 15 days of receiving the employer's request. The employer may only make use of this previous consent within a period of two months from its being granted.

(9) If the employees' representatives refuse to grant consent pursuant to paragraph 8, the notice or immediate termination of the employment relationship from the side of the employer shall be, for this reason, invalid; if the other conditions for the notice or immediate termination of the employment relationship fulfilled, and the court in the conflict finds pursuant to § 77 that it cannot be justly requested of the employer that it continue to employ the employee, the notice or immediate termination of the employment relationship shall be valid.

(10) Equal conditions of activity and protection pursuant to paragraphs 1, 2, and 4 to 9 shall apply to the employees' representatives for safety and health protection at work pursuant to special regulation.

## **The right to transnational information and negotiation**

### § 241

(1) The right of employees of an employer operating in the territory of the Members States of the European Union and the European Economic Area (hereinafter referred to as “the Member State”), and of a group of employers operating in the territory of the Members States to transnational information and negotiation shall be exercised through a European Works Council or through other procedure of employee information and negotiation.

(2) Exercising the right to transnational information and negotiation shall not affect the information and negotiation provided under § 29, § 73, § 237 and § 238.

(3) If a special regulation so provides, this act shall apply to the exercise of the right to transnational information and negotiation in a European company and in a European cooperative company.

### § 241a

(1) For the purposes of exercising the right to transnational information and negotiation

a) an employer operating in the territory of the Member States means any employer employing at least 1,000 employees within the Member States and at least 150 employees in each of at least two Member States,

b) a group of employers means a controlling employer and its controlled employers,

c) a group of employers operating in the territory of the Member States means a group of employers together employing at least 1,000 employees within the Member States, of which at least two employers of the group of employers operate in two different Member States and of which at least one employer of the group employs at least 150 employees in one Member State and at least one other employer employs at least 150 employees in another Member State,

d) employees’ representatives at an employer or at an employer’s organisational unit with headquarters or place of business (hereinafter referred to as “headquarters”) in the territory of the Slovak Republic means the employees’ representatives under Section 230 and 233, the member of the special negotiating body, the member of the European Works Council and the representative of employees ensuring other procedure of employee information and negotiation,

e) the central management means the central management of an employer operating in the territory of the Member States or the central management of the controlling employer in case of a group of employers operating in the territory of the Member States; where a



central management does not have its headquarters in a Member State, a representative of the central management in a Member State to be appointed shall be deemed to be the central management, if needed, and where such representative is not appointed, the management of the organisational unit of an employer or group of employers employing the greatest number of employees in any one Member State shall be regarded as the central management,

f) a special negotiating body shall be established in accordance with Section 244, with a view to negotiating with the central management over setting up of a European Works Council or introducing another procedure for employee information and negotiation,

g) the European Works Council shall be set up under Sections 245 or 246, with a view to informing and negotiating employees,

h) information means the transmission of data by the employer to the employees' representatives in order to enable them to acquaint themselves with the subject matter and examine it; information shall take place at such time, in such fashion or with such content as to enable them to thoroughly assess the potential consequences following out of the provided information and, where appropriate, prepare for negotiation with the competent body of the employer operating in the territory of the Member States or the group of employers operating in the territory of the Member States,

i) negotiation is a dialogue and an exchange of views between the central management or other appropriate level of management and the employees' representatives at such time, in such fashion and with such content as to enable the employees, based on the information provided, to express their position within appropriate terms on measures proposed regarding negotiation, a position that can be taken into account within the decision-making of the employer operating in the territory of the Member States or a group of employers operating in the territory of the Member States without prejudice to other duties of the management,

j) transnational issues mean the issues that affect an employer operating in the territory of the Member States, or a group of employers operating in the territory of the Member States as a whole, or at least two employers or organisational units of the employer or a group of employers located in two different Member States.

(2) For the purposes of this act controlling employer means an employer that can exercise a dominant influence over a controlled employer or a controlled group of employers, particularly by virtue of ownership, property, financial participation, or the rules that govern it.

(3) A controlling employer shall, without prejudice to the proof to the contrary, always be the employer that in relation to the controlled employer, directly or indirectly,

a) owns the majority of the subscribed capital of that employer,

- b) controls the majority of votes attached to that employer's issued share capital, or
- c) can appoint more than half of that employer's members of the administrative, management or supervisory body.

(4) For the purposes of paragraph 3 sub-paragraphs b) and c), the rights of the controlling employer to vote or to appoint shall also include the rights of every employer controlled by it and the rights of every person or the body acting in their own name but in the interest of the controlling employer, or any other employer controlled by the controlling employer.

(5) A dominant influence shall not be presumed to be exercised solely by virtue of the fact that an office holder is exercising the functions of the preliminary administrator, trustee in bankruptcy, liquidator, or other public officer in case of winding up, liquidation, insolvency, cessation of payments, composition, or analogous proceedings.

(6) An employer shall not be deemed to be a controlling employer with respect to another employer in which it has holdings, where the former employer is a company referred to in Article 3 paragraph 5, sub-paragraph a) or c) of Council Regulation (EC) No. 139/2004 of 20 January 2004 on the control of concentrations between undertakings.

(7) The law applicable in order to determine whether an employer is a controlling employer shall be the law of the Member State, which governs that employer. Where the law governing that employer is not that of a Member State, the applicable law shall be the law of the Member State within whose territory the representative of the employer, or, in the absence of such a representative, the central management of the organisational unit of employer or group of employers, which employs the greatest number of employees in any of the Member States, is situated.

(8) Where, owing to a conflict of laws in the application of paragraph 3, two or more employers from a group of employers satisfy one or more of the criteria, the employer which satisfies the criterion under paragraph 3 sub-paragraph c) shall be regarded as the controlling employer, without prejudice to proof that another employer is able to exercise a dominant influence.

(9) For the purposes of paragraph 1 sub-paragraphs a) and c), the minimum number of prescribed employees is based on the average number of employees, including part-time employees, employed with the employer operating in the territory of the Member States or a group of employers operating in the territory of the Member States, during the previous two years.

## § 242

(1) The duty to provide transnational information and negotiate under this act shall apply to

a) an employer operating in the territory of the Member States and an employer of a group of employers operating in the territory of the Member States having its headquarters in the Slovak Republic,

b) an organisational unit of an employer operating in the territory of the Member States or an employer of the group of employers operating in the territory of the Member States having its headquarters in the Slovak Republic,

c) the central management of an employer operating in the territory of the Member States and an employer of a group of employers operating in the territory of the member States having its headquarters in the Slovak Republic.

(2) The agreement under § 245 paragraph 1, or § 245a paragraph 1, may provide that the scope, the powers and competence of a European Works Council and the scope of other information and negotiation procedures shall also cover an organisational unit of an employer operating in the territory of the Member States that has headquarters outside the territory of the Member States, and an employer of the group of employers operating in the territory of the Member States that has its headquarters outside the territory of the Member States.

#### § 243

(1) For the exercise of the right to transnational information and negotiation, a European Works Council or any other procedure for informing and negotiating employees shall be established under the conditions provided for under this act, in every employer operating in the territory of the Member States and every group of employers operating in the territory in the territory of the Member States, with a view to ensuring effective information of employees' representatives or the employees directly and negotiating them in such a way as to enable efficient decision-making of the employer operating in the territory of the Member States or the group of employers operating in the territory of the Member States to be maintained.

(2) Where a group of employers operating in the territory of the Member States comprises one employer or more employers operating in the territory of the Member States or groups of employers operating in the territory of the Member States, a European Works Council shall be established at the level of the group of employers operating in the territory of the Member States, unless, the agreement pursuant to Section 245 paragraph 1 provides otherwise. Provision of paragraph 1 shall not be affected.

(3) The relevant level at which the information and negotiation shall take place between the management and the employees' representatives shall be determined on the basis of the subject matter of the information and negotiation.

(4) Information and negotiation shall be limited to transnational issues. To this end the power of a European Works Council, or the scope of other employee information and

negotiation procedure must be different from the power of the employees' representatives at national level.

§ 243a

**Conditions for the setting up of a European Works Council or for establishing of other employees information and negotiation procedure**

(1) The central management shall be responsible for creating the conditions and means necessary for the setting up of a European Works Council or the establishment of other employee information and negotiation procedure in an employer operating in the Member States or a group of employers operating in the territory of the Member States.

(2) The management of every employer belonging to a group of employers operating in the territory of the Members States and the central management shall be obliged, upon request, to acquire and provide the parties concerned with the information necessary to determine whether a European Works Council can be set up or other employee information and negotiation procedure can be established, and to initiate the negotiations pursuant to Section 244. This involves, in particular, the information regarding the structure of the employer or a group of employers and their employees, including the information regarding the number of employees pursuant to Section 241a paragraph 1, sub-paragraphs a) and c), in order to be able to determine whether the employer in which the employees carry out work, is an employer operating in the territory of the Members States or belongs to a group of employer operating in the territory of the member States.

(3) Unless the parties concerned agree otherwise, the central management shall be obliged to cover reasonable cost of

a) setting up of and the activity of a special negotiating body, a European Works Council, a select committee, or the establishment of other employee information and negotiation procedure,

b) the organisation of negotiations, interpreting, travelling expenses and accommodation of members of a special negotiating body, a European Works Council, a select committee, or the employees' representatives ensuring other employee information and negotiation procedure and at least one invited expert.

§ 244

**Special negotiating body**

(1) The central management shall initiate negotiations for the establishment of a European Works Council or the introduction of other employee information and negotiation procedure on its own initiative, or at the written request of at least 100 employees in at least two employers, or in at least two organisational units of an

employer or employers in at least two different Member States, or based on a written request of their representatives.

(2) For the purposes of negotiations referred to in paragraph 1, a special negotiating body shall be established to negotiate, on behalf of employees, over the setting up of the European Works Council or the introduction of other employee information and negotiation procedure.

(3) Members of a special negotiating body shall be employees of an employer operating in the territory of the Member States or of a group of employers operating in the Member States. Members of a special negotiating body shall be elected or appointed in proportion to the number of employees working in every Member State of an employer operating in the territory of the Member States or a group of employers, operating in the Member States, with each Member State being allocated one seat in proportion of employees working in that Member State, comprising 10 % of employees totally employed in all Member States, or a certain fraction of this proportion.

(4) Members of a special negotiating body for the employees employed in the Slovak Republic shall be appointed and removed by the employees' representatives from among the employees of employers or their organisational units employed in the Slovak Republic. Where in an employer or an organisational unit thereof there are no employees' representatives, the employees shall elect members of the special negotiating body by direct ballot. If employees' representatives fail to reach agreement, the employees' representatives representing the greatest number of employees employed in the Slovak Republic shall decide. Votes to be divided shall be fixed in proportion to the number of employees being represented.

(5) The special negotiating body shall inform the central management and the employers concerned of its composition. The central management shall inform the competent recognised European organisations of employers and employees with which the European Commission negotiates the issues, subject to Article 154 of the Treaty on the Functioning of the European Union, on the composition of a special negotiating body and on the initiation of negotiations.

(6) The central management and the special negotiating body shall be obliged to negotiate and cooperate, with regard to their reciprocal rights and obligations, with a view to reaching an agreement, subject to Section 245 paragraph 1, or Section 245a paragraph 1.

(7) For the purpose of concluding an agreement in accordance with Section 245 paragraph 1, or Section 245a paragraph 1, the central management shall convene a meeting with the special negotiating body and shall inform the employers concerned accordingly.

(8) The central management and the special negotiating body may decide not to conclude an agreement in accordance with Section 245 paragraph 1, and let the European Works Council be governed under Sections 246 to 248.

(9) The special negotiating body shall have the right, before and after every meeting with the central management, to meet without the central management being present. For the purpose of the negotiations, the special negotiating body may ask for assistance of experts, including representatives of the competent recognised European employees' organisations, subject to paragraph 5, who may, at the request of the special negotiating body, participate in the meetings on the setting up of a European Works Council or the establishment of other employee information and negotiation procedure, in the capacity of advisers.

(10) Any expenses relating to the setting up of the special negotiating body and its activity and the negotiations shall be borne by the central management so as to enable the special negotiating body to carry out its task in an appropriate manner.

(11) The special negotiating body shall adopt its conclusions by a majority of its members' votes, with the participation of the majority of its members present. For the purpose of concluding an agreement, subject to Section 245 paragraph 1, or Section 245a paragraph 1, the special negotiating body shall decide by a majority of votes of all its members. The special negotiating body may decide, by at least two-thirds of the votes of all members, not to open negotiations pursuant to Section 245 paragraph 1, or Section 245a paragraph 1, or to terminate the negotiations already opened. Where a decision has been taken in pursuance of the third sentence, Sections 246 to 248 shall not apply.

(12) A new request to convene the special negotiating body may be made at the earliest two years after the day the decision has been taken subject to paragraph 11, third sentence, unless the parties concerned agree a shorter period.

## § 245

### **The agreement on the setting up of European Works Council**

(1) The agreement on the setting up of a European Works Council between the central management and the special negotiating body must be concluded in writing and must determine, in particular:

a) all the employers and the employer's organisational units which are covered by the agreement,

b) the composition of the European Works Council, the number of its members, the term of office and the allocation of seats, which, where possible, takes account of the need for a balanced representation of employees by their activities, categories and sex,

- c) the tasks, rights and obligations of the European Works Council, the procedure for the information and negotiation of the European Works Council,
- d) the way of linking between the information and negotiation at transnational level and the information and negotiation of employees' representatives at national level,
- e) the venue, frequency and duration of meetings of the European Works Council,
- f) the composition, the way of appointing, the tasks and the rules of procedure for the select committee, where needed,
- g) the financial and material resources to be allocated to the European Works Council,
- h) the day of effect of the agreement and the duration for which it has been concluded,
- i) the conditions under which the agreement may be amended or terminated,
- j) the cases in which the agreement should be renegotiated and the procedure for its repeated conclusion, including, where appropriate, the case of a change to the structure of the employer operating in the territory of the Members States or the group of employers operating in the territory of the Member States.

(2) Where an agreement has been concluded pursuant to paragraph 1, Sections 246 to 248 shall not apply, unless agreed otherwise.

(3) A European Works Council may be extended with employees' representatives of an employer or a group of employers from other than the Member States, if the central management and the special negotiating body so agree.

#### § 245a

### **The agreement on establishing other employees information and negotiation procedure**

(1) The central management and the special negotiating body may agree to establish one or more employee information and negotiation procedures instead of a European Works Council. This agreement must be in writing and must contain, in particular,

- a) the stipulation of transnational questions which affect important employees' interests, which must be the subject of the information and negotiation,
- b) the way and the provision for the right of employees' representatives to jointly negotiate the information conveyed to them,

c) the linking between the information and negotiation at transnational level and the employee information and negotiation at national level,

d) procedures for the information and negotiation where an adoption of decisions is expected on substantial organisational changes.

(2) Where an agreement has been concluded pursuant to paragraph 1, § 246 to § 248 shall not apply, unless agreed otherwise.

## § 246

### **The European Works Council set up by law**

(1) A European Works Council shall be set up by law, where

a) the central management and the special negotiating body has agreed so jointly,

b) the central management refuses to initiate negotiations or does not open negotiations over the setting up of a European Works Council, or the establishment of other employee information and negotiation procedure within six months of the submission of a request, subject to Section 244 paragraph 1, or

c) within three years of the submission of the request, subject to Section 244 paragraph 1, the central management and the special negotiating body have not concluded an agreement, subject to Section 245 paragraph 1, or Section 245a paragraph 1, and the special negotiating body has not taken a decision on the termination of negotiations, subject to Section 244 paragraph 11.

(2) Where a European Works Council has been set up in pursuance of paragraph 1, the procedure to be followed shall be pursuant Sections 247 and 248; in such a case, Sections 245 and 245a shall not apply.

## § 247

### **Composition of the European Works Council set up by law**

(1) Members of the European Works Council shall be the employees of an employer operating in the territory of the Member States or a group of employers operating in the territory of the Member States. Members of a European Works Council shall be elected or appointed in proportion to the number of employees employed by an employer operating in the territory of the Member States or a group of employers operating in the territory of the Member States in each Member State, with every Member State being allocated one seat per share of employees employed in that Member State, comprising 10 % of employees employed in total in all Member States or a certain fraction of this share.



(2) Members of the European Works Council on behalf of the employees employed in the Slovak Republic shall be elected and removed by the employees' representatives from among the employees of employers or organisational units of employers employed in the Slovak Republic. Where in an employer or an organisational unit of an employer there are no employees' representatives, the employees shall elect members of the European Works Council by direct ballot. If employees' representatives fail to reach agreement, the employees' representatives representing the greatest number of employees employed in the Slovak Republic shall decide. Ballots division shall be fixed in proportion to the number of employees being represented.

(3) The European Works Council shall inform the central management and any other appropriate level of management of its composition. The central management shall inform employers and employees' representatives or directly employees in the absence of employees' representatives in an employer of the composition of the European Works Council.

(4) For the purpose of coordination of its activity the European Works Council shall elect from its ranks a select committee of maximum five members. The select committee shall adopt its own rules of procedure. The select committee must have conditions created to enable it to carry out activity periodically.

(5) After completion of four years of its setting up, the European Works Council shall consider whether it will negotiate with the central management over the conclusion of an agreement, subject to Section 245 paragraph 1 or Section 245a paragraph 1, or it will continue as a European Works Council set up by law. Where a decision has been taken to open negotiations, the European Works Council shall have the status of a special negotiating body.

(6) The European Works Council and the select committee may request assistance by experts, in so far as this is necessary for it to carry out its tasks.

## § 248

### **Information and negotiation of the European Works Council set up by law**

(1) The central management shall inform the European Works Council in particular on the organisational structure, economic and financial situation of the employer operating in the territory of the Member States and the group of employers operating in the territory of the Member States and the probable development of the activities, production and sale.

(2) The European Works Council shall be informed and negotiated by the central management, in particular, of

- a) the situation and the probable trend of employment,
- b) the situation of investments, substantial changes concerning organisation, introduction of new working methods or production processes,
- c) relocations of the employer or a part thereof, amalgamation, merger, subdivision, change to the legal form of the employer, reduction of business, closure or dissolution of the employer, or significant parts thereof, transfers of production,
- d) collective redundancies.

(3) Negotiation shall take place in such a way as to enable employees' representatives to meet the central management and obtain a reasoned response from the central management to any opinion the employees' representatives might formulate.

(4) The European Works Council shall have the right to meet with the central management once a year, in order to be informed and negotiated, on the basis of a report drawn up by the central management, on the progress of the business of the employer operating in the territory of the Member States or a group of employers operating in the territory of the Member States and its prospects; the affected employers shall also be informed in an appropriate manner.

(5) Where there are exceptional circumstances, or where decisions are taken that affect the employees' interests to a considerable extent, the select committee, or where no such committee has been set up, the European Works Council shall have the right to be informed. The select committee, or where no such committee has been set up, the European Works Council shall have the right in such cases, to meet, at its request, with the central management or any other more appropriate level of management within the employer operating in the territory of the Member States or a group of employers operating in the territory of the Member States, having its own powers of decision, so as to negotiate this information.

(6) Exceptional circumstances or decisions that affect the employees' interests to a considerable extent shall be in particular

- a) closure, dissolution or transfer of an employer, or a part thereof,
- b) collective redundancies.

(7) Those members of the European Works Council who have been elected or appointed on behalf of the employees of employers or organisational units of employers which are directly concerned by the exceptional circumstances or decisions that affect the employees' interests to a considerable extent, subject to paragraphs 5 and 6, shall also have the right to participate in the meetings with the select committee, subject to paragraph 5.

(8) The meeting for the purposes of information and negotiation, subject to paragraphs 5 and 7, shall take place, without unnecessary delay, on the basis of a report drawn up by the central management or any other appropriate level of management of the employer operating in the territory of the Member States or a group of employers operating in the territory of the Member States; at the end of the meeting, or within a reasonable time of its conclusion, an opinion may be delivered.

(9) Before any meeting with the central management, the European Works Council, or the select committee shall be entitled to meet without the management concerned being present.

#### § 249

### **Information of representatives of employees of an employer in the territory of the Slovak Republic and the way of linking between the transnational and national levels**

(1) The special negotiating body, the European Works Council or the employees' representatives responsible for other employee information and negotiation procedure shall inform the employees' representatives in an employer or in organisational unit of an employer with headquarters in the Slovak Republic, or in the absence of representatives, the workforce as a whole, of the content and outcome of the information and negotiation.

(2) The ways of linking between the information and negotiation at transnational level and the information and negotiation at national level shall be stipulated in the agreement, subject to Section 245 paragraph 1 or Section 245a paragraph 1. Where these ways of linking have not been stipulated and where a decision is to be taken that would lead to substantial changes concerning the organisation of work or the industrial relations, the central management shall be obliged, in addition to informing and negotiating the European Works Council, also inform the employees' representatives at national level, or directly the workforce, in the absence of employees' representatives in an employer, and negotiate this information with them.

#### § 249a

### **Protection of information**

(1) The central management with headquarters in the territory of the Slovak Republic is not obliged to transmit information when its nature is such that, according to objective criteria, it would seriously jeopardise the activity of the employers concerned, or would seriously harm them. Where the central management designates information to be the information under the first sentence, the parties concerned may take it to the court to determine that the information the transmission of which was refused by the central management is not the information subject to the first sentence.

(2) Members of a special negotiating body, members of a European Works Council, representatives of employees carrying out other employee information and negotiation procedure and any experts who assist them are not authorised to reveal any information which has expressly been provided to them in confidence, both during their terms of office and after the expiry of their terms of office. This obligation shall apply irrespective of the place in which these persons are currently located.

#### § 250

### **Protection of members of a special negotiating body, members of a European Works Council and representatives of employees carrying out other employees information and negotiation procedure**

(1) In the exercise of their functions, § 240 shall apply accordingly to members of the special negotiating body, members of the European Works Council and to employees' representatives carrying out other employee information and negotiation procedure in an employer, or an organisational unit of an employer with headquarters in the Slovak Republic.

(2) Members of the special negotiating body and members of the European Works Council shall be provided training with pay, in the scope necessary for the performance of their employee representative function.

(3) Members of a special negotiating body, members of a European Works Council and employees' representatives carrying out other employee information and negotiation procedure shall, in the performance of their functions, have available the means for collective representation of the employees' interests of an employer operating in the territory of the Member States or a group of employers operating in the territory of the Member States arising from the exercise of the right to transnational information and negotiation and, for this purpose, they shall be granted capability to be party to courts proceedings.

#### § 250a

### **Procedure in the change to the structure of the employer**

(1) Where the structure of an employer operating in the territory of the Members States or a group of employers operating in the territory of the Member States gets substantially changed, particularly by reason of consolidation, merge, or subdivision, the European Works Council, or the European Works Councils must adjust to these changes. The provisions of the agreement or agreements on the setting up of the European Works Council shall govern the adjustment, unless the contracting parties agree otherwise.

(2) Where the valid agreement on setting up of the European Works Council in cases subject to paragraph 1 does not contain the necessary provisions on the adjustment to changes, or in the case of conflict between the provisions of two or more applicable agreements on the setting up of a European Works Council, the central management shall start negotiations subject to § 244, on its own initiative, or upon request in writing of at least 100 employees in at least two employers, or in employer's organisational units in at least two different Member States, or upon request in writing of their representatives.

(3) Members of the special negotiating body shall include, together with the members elected or appointed subject to § 244 paragraph 3, also at least three members of the European Works Council or of each of the European Works Councils.

(4) During the negotiations, subject to § 244, the European Works Council or the European Works Councils shall continue their action, in accordance with the conditions adjusted on the basis of the agreement between the members of the of the European Works Council or European Works Councils and the central management.

## **Part Eleven**

### **TRANSITIONAL AND FINAL PROVISIONS**

#### **Transitional provisions**

##### **§ 251**

(1) Provisions of this Act shall also govern labour-law relations which arose prior to 1 April 2002, unless stipulated otherwise hereafter. Claims resulting from such and legal actions executed prior to 1 April 2002 shall be adjudged in accordance with the hitherto provisions.

(2) Provisions concerning compensation for loss of earnings upon termination of incapacity to work or in recognition of invalidity or partial invalidity (§ 201, paragraph (1)) and provisions concerning compensation for expenses for subsistence of survivors (§ 207) shall also be carried out with employees and survivors entitled to compensation before 31 March 2002; this shall also apply to compensations legally decided upon before 31 March 2002 or compensations the amount of which was agreed upon.

(3) If an employer applies hourly wage for the purpose of remuneration of employees he/she shall be obliged to increase the hourly wage rates in proportion between the determined weekly time prior to the date of effectiveness of this Act and the weekly working time established pursuant to § 85, paragraph (8). The monthly wage shall not be altered by this reason.

##### **§ 252**

(1) Employment relationships that were established by election or appointment pursuant to § 27, paragraphs (3) to (5) of the Labour Code prior to the day of this Act entering into

force shall be considered as employment relationships established by an employment contract pursuant to this Act.

(2) Working time of an employee, including overtime work stipulated in § 85, paragraph (9), shall, in the period from 1 April 2002 to 31 December 2003, be the maximum of 58 hours per week.

(3) The provisions of § 87, paragraphs (1), (2), and (4), § 90 through 93, § 94, paragraphs (2), (3) and (4), and § 96 shall not, in the period from 1 April 2002 to 31 March 2004, apply to the working time and rest periods of employees in transport sector whose working time is unevenly distributed. Such working time shall, in the period from 1 April 2002 to 31 June 2003, be arranged by the Ministry of Transport, Posts and Telecommunications of the Slovak Republic upon agreement with the competent higher trade union body.

### **§ 252a**

(1) The provisions of this Act shall also govern labour-law relations arising prior to July 1, 2003, if not further stipulated otherwise. The arising of labour-law relations as well as claims arising prior to July 1, 2003 shall be governed pursuant to regulations valid as to June 30, 2003.

(2) If notice was given prior to July 1, 2003, the employment relationship shall terminate with the expiry of the notice period pursuant to regulations valid as to June 30, 2003.

(3) Labour-law relations based on an Agreement on Working Activity concluded prior to July 1, 2003 as well as claims arising before July 1, 2003 shall be governed pursuant to labour-law regulations valid as to June 30, 2003 and shall terminate at the latest as to December 31, 2003.

### **§ 252b**

The provisions of this act shall also govern labour-law relations established before 1 September 2007 except where it shall be stated otherwise below. Legal acts executed before 1 September 2007 and claims made under them shall be judged according to the legal regulation in force until 31 August 2007.

### **§ 252c**

#### **Transitional provisions with effect from 1 March 2009**

(1) If in the period from 1 March 2009 to 31 December 2012 there are serious operational reasons that prevent an employee from carrying out work, the employer may, after agreement with employee representatives according to § 230, give the employee time off work, for which the employer shall pay the employee no less than the basic wage component specified in § 119 (3). In the event of the removal of the obstacle to work on the side of the employer under the first sentence, the employee shall be obliged to work a period equivalent to the provided time of work without entitlement to the pay provided

under the first sentence, unless the contracting parties agree more favourable conditions for employees.

(2) If an employee works in excess of the set weekly working time when working to replace time off work that the employee provided under paragraph 1, this shall not be considered to be overtime work.

(3) Time off work provided to the employee under paragraph 1 shall be considered the performance of work.

(4) The employer shall keep records of time off work provided under paragraph 1 and records of working time in which the employee worked to replace time off work provided under paragraph 1; records shall specify the start and end of the time when the employee performed work.

(5) When determining average earnings in compliance with § 134 (1), wages paid to an employee under the first sentence of paragraph 1 shall not be counted as wages accounted to an employee; the number of hours worked shall not include time when the employer performs work in compliance with the second sentence of paragraph 1.

#### **§ 252d**

##### **Transitional provisions with effect from 1 March 2010**

(1) Provisions of this act shall also apply to labour-law relations established before 1 March 2010. Legal acts carried out before 1 March 2010 and claims arising from them shall be assessed according to legal regulation in effect to 28 February 2010.

(2) Fixed term employment relationships concluded before 1 March 2010 shall terminate at the end of the period for which they were agreed.

#### **§ 252e**

##### **Transitional provision with effect from 1 January 2011**

A woman starting her maternity leave before 1 January 2011, and a man starting his parental leave subject to § 166 paragraph 1 before 1 January 2011, whose entitlement to the leave continues as of 1 January 2011, shall be entitled to this leave under the legislation effective from 1 January 2011.

#### **§ 252f**

##### **Transitional provision with effect from 6 June 2011**

(1) Provisions of § 241 through § 250, effective from 6 June 2011, shall not apply to an employer operating in the territory of the Member States or a group of employers operating in the territory of the Member States in which there was an agreement ensuring the transnational information and negotiation signed or changed between 5 June 2009 to 5 June 2011, unless the contracting parties agree otherwise. This shall also apply to the

case in which the contracting parties agree that the agreement, subject to the first sentence, shall be substantially changed, prolonged or renewed after 5 June 2011.

(2) The legislation effective until 5 June 2011 shall apply to the agreements, subject to paragraph 1.

### **§ 252g**

#### **Transitional provisions with effect from 1 September 2011**

(1) The provisions of this act shall also govern labour-law relations established before 1 September 2011. Legal acts done before 1 September 2011 and claims resulting from them shall be assessed according to legal regulation in effect to 31 August 2011.

(2) Fixed term employment relationships concluded before 1 September 2011 shall terminate at the end of the period for which they were agreed.

(3) The provision of § 252c shall not be used from 1 September 2011. The rights and duties resulting from the agreements concluded under § 252c before 1 September 2011 shall be assessed according to legal regulation in effect to 31 August 2011.

(4) The right of a trade union organization operating in an employer's workplaces before 1 September 2011, to autonomously represent all employees of the employer shall be assessed until 31 December 2012 according to legal regulation in effect to 31 August 2011; an employer may implement the procedure referred to in § 230 paragraph (3) in relation to the trade union organization from 1 January 2013.

### **§ 253**

Percentages and the period for which average earnings decisive for calculation of compensation for loss of earnings are arranged, following a period of temporary incapacity to work due to accident at work or occupational disease as per the hitherto provisions, shall be applicable to the period prior to the day this Act enters into force.

### **§ 254**

(1) The term "pay" used in generally binding legal regulations shall be "wage" according to this Act.

(2) All forms of the words "health protection bodies" in the whole text of the Act shall be replaced by the words "state administration bodies in the field of public health", and all forms of the words "employee with altered capacity for work" in the whole text of the Act shall be replaced by the words "employee with health disability".



**Final provisions**  
**§ 254a**

This act takes over the legal binding acts of the European Union listed in Annex 2.

**§ 255**  
**Repeal provisions**

The following are hereby repealed:

- 1.** Act No. 65/1965 Coll. the Labour Code as amended by Act No. 88/1968 Coll., Act No. 153/1969 Coll., Act No. 100/1970 Coll., Act No. 159/1971 Coll., Act No. 20/1975 Coll., Act No. 72/1982 Coll., Act No. 111/1984 Coll., Act No. 22/1985 Coll., Act No. 52/1987 Coll., § 18 of the Act No. 98/1987 Coll., Act No. 188/1988 Coll., Act No. 81/1990 Coll., Act No. 3/1991 Coll., Act No. 297/1991 Coll., Act No. 231/1992 Coll., Act No. 264/1992 Coll., Act of the National Council of the Slovak Republic No. 10/1993 Coll., Act of the National Council of the Slovak Republic No. 275/1993 Coll., Act of the National Council of the Slovak Republic No. 304/1995 Coll., Act of the National Council of the Slovak Republic No. 90/1996 Coll., Act of the National Council of the Slovak Republic No. 206/1996 Coll., Act of the National Council of the Slovak Republic No. 330/1996 Coll., Act No. 379/1997 Coll., Act No. 43/1998 Coll., Act No. 190/1998 Coll., Act No. 297/1999 Coll., Act No. 95/2000 Coll., Act No. 244/2000 Coll., Act No. 245/2000 Coll., Act No. 154/2001 Coll. and Act No. 158/2001 Coll.,
- 2.** Act No. 120/1990 Coll., regulating certain relations between trade union organisations and employers in the wording of Act No. 3/1991 Coll. and Act of the National Council of the Slovak Republic No. 55/1996 Coll.,
- 3.** Act No. 195/1991 Coll. on severance allowance provided upon termination of employment relationship in the wording of Act of the National Council of the Slovak Republic No. 10/1993 Coll.,
- 4.** Act No. 1/1992 Coll. on wages, remuneration for work stand-by and on average earning in the wording of Act of the National Council of the Slovak Republic No. 10/1993 Coll., Act of the National Council of the Slovak Republic No. 52/1996 Coll., Act of the National Council of the Slovak Republic No. 90/1996 Coll., Act No. 248/1997 Coll., Act No. 190/1998 Coll. and Act No. 105/1999 Coll.,
- 5.** Regulation of the Government of the Czechoslovak Socialist Republic No. 75/1982 Coll. on specific supplementary paid holiday for workers working in the underground depths of coal and lignite mines,
- 6.** Regulation of the Government of the Czechoslovak Socialist Republic No. 25/1985 Coll. on specific supplementary paid holiday for certain workers in organisations of constructional production,

- 7.** Regulation of the Government of the Slovak Socialist Republic No. 27/1985 Coll. on different granting of uninterrupted rest in the week for certain workers in the wording of Regulation of the Government of the Slovak Socialist Republic No. 230/1988 Coll.,
- 8.** Regulation of the Government of the Czechoslovak Socialist Republic No. 99/1987 Coll., on labour-law relations of workers in international economic organisations,
- 9.** Regulation of the Government of the Czechoslovak Socialist Republic No. 223/1988 Coll. implementing the Labour Code in the wording of legislative measures of the Chair of the Federal Assembly No. 362/1990 Coll., Regulation of the Government of the Czech and Slovak Federal Republic No. 13/1991 Coll., Act No. 231/1992 Coll., Regulation of the Government of the Slovak Republic No. 645/1992 Coll., Act of the National Council of the Slovak Republic No. 162/1993 Coll., Regulation of the Government of the Slovak Republic No. 190/1994 Coll., Regulation of the Government of the Slovak Republic No. 153/1995 Coll., Act of the National Council of the Slovak Republic No. 330/1996 Coll. and Act No. 297/1999 Coll.,
- 10.** Regulation of the Government of the Czech and Slovak Federative Republic No. 121/1990 Coll. on labour-law relations with regard to private enterprise of citizens, in the wording of Regulation of the Czech and Slovak Federative Republic No. 14/1991 Coll., Act No. 231/1992 Coll. and Act of the National Council of the Slovak Republic No. 206/1996 Coll.,
- 11.** Regulation of the Government of the Czech and Slovak Federative Republic No. 406/1991 Coll. on prolonged leave for rest in organisations that do not exercise business activities,
- 12.** Regulation of the Government of the Czech and Slovak Federative Republic No. 43/1992 Coll. on the establishment of minimum wage tariffs and wage allowances for work in constrained and health detrimental working environments and for night work, in the wording of Regulation of the Government of the Slovak Republic No. 645/1992 Coll., Regulation of the Government of the Slovak Republic No. 249/1993 Coll., Regulation of the Government of the Slovak Republic No. 84/1996 Coll., Regulation of the Government of the Slovak Republic No. 2/1998 Coll., Regulation of the Government of the Slovak Republic 65/1999 Coll., Act No. 105/1999 Coll., Regulation of the Government of the Slovak Republic 374/1999 Coll. and Regulation of the Government of the Slovak Republic 299/2000 Coll.,
- 13.** Regulation of the Government of the Slovak Republic No. 294/1997 Coll. on conditions for settlement of an employer's expenses for subsidies to wages or pay upon transfer of an employee to work with lower wages or pay for reasons of quarantine measures,
- 14.** Regulation of the Government of the Slovak Republic No. 335/1997 Coll., which in the guidance of wages shall adjust the qualitative indicators, proportionality of growth in wages to the qualitative indicators, level of regulative levy, data for its calculation, validity of levy, method of its settlement and evaluated period,
- 15.** Decree of the State Planning Commission No. 62/1966 Coll. on principles for shortening work time and for arrangement of work and operational modes, in the wording of Act No. 1/1992 Coll.,

- 16.** Decree of the Ministry of Labour and Social Affairs No. 63/1968 Coll. on principles for shortening weekly work time and for adopting operational and work modes with a five-day working week, in the wording of Decree No. 200/1968 Coll., Act No. 188/1988 Coll., Act No. 3/1991 Coll. and Act No. 1/1992 Coll.,
- 17.** Decree of the Ministry of Education No. 140/1968 Coll. on work concessions and economic security for those studying concurrent to employment, in the wording of Act No. 188/1988 Coll.,
- 18.** Decree of the Central Council of Trade Unions and the Federal Ministry of Finance No. 172/1973 Coll. on the release of workers from employment for performance of a function in the Revolutionary Union Movement in the wording of Decree No. 3/1991 Coll.,
- 19.** Decree of the Federal Ministry of Labour and Social Affairs No. 121/1982 Coll. on certain adjustments of working time,
- 20.** Decree of the Federal Ministry of Labour and Social Affairs No. 45/1987 Coll. on principles for reducing working time without reduction in wages for health reasons of workers under 21 years of age in underground depths of mines in the wording of Act No. 235/1992 Coll.,
- 21.** Decree of the Federal Ministry of Labour and Social Affairs No. 95/1987 Coll. on supplementary paid holiday for workers working with chemical carcinogens in the wording of Act No. 235/1992 Coll.,
- 22.** Decree of the Federal Ministry of Labour and Social Affairs No. 96/1987 Coll. on principles for reducing working time without a reduction in wages for health reasons of workers working with chemical carcinogens, in the wording of Decree No. 108/1989 Coll. and Act No. 235/1992 Coll.,
- 23.** Decree of the Federal Ministry of Labour and Social Affairs No. 196/1989 Coll. on flexible working time, in the wording of Act No. 1/1992 Coll.,
- 24.** Decree of the Federal Ministry of Labour and Social Affairs No. 18/1991 Coll. on other acts of general interest.
- 25.** Edict of the Federal Ministry of Economy of 12 October, 1990 on Ban on Work in the Underground of Deep Mines for Workers Younger than 21 Years of Age (registered in the issue No. 77/1990 Coll.).

## **§ 256**

### **Entry into effect**

This Act shall enter into force on 1<sup>st</sup> April 2002, with the exception of § 5 (2) to (5), and § 241 to § 250, which entered into effect upon accession of the Slovak Republic to the European Union.

Act No. 165/2002 Coll. amending Act No. 313/2001 Coll. on Public Service as amended by later regulations and amendment of the Act No. 311/2001 Coll., Labour Code entered into effect on 1<sup>st</sup> April 2002.

Act No. 408/2002 Coll. amending Act No. 313/2001 Coll. on Public Service, as amended by later regulations and on amendment of certain Acts, entered into effect on 1<sup>st</sup> January 2003 with the exception of Articles II and III which entered into effect on the day of promulgation (on 25<sup>th</sup> July 2002), and Article IV which entered into effect on 1<sup>st</sup> September 2002.

Act No. 413/2002 Coll. on Social Insurance entered into force on 1<sup>st</sup> July 2003 with the exception of § 122 (4) which entered into effect upon entering into force of Treaty on Accession of the Slovak Republic to the European Union, and § 277 which entered into effect on the day of promulgation.

Act No. 639/2002 Coll. in relation to § 278 point 27 and § 279 of Labour Code.

Act No. 210/2003 Coll. amending Act No. 311/2001 Coll. Labour Code as amended by later regulations entered into effect on 1<sup>st</sup> July 2003, with the exception of Article 1, point 6, which entered into effect on the day of entry into force of Treaty on Accession of the Slovak Republic to the European Union and the one hundred and ninth, one hundred and tenth, and one hundred and eleventh points, which entered into effect on 1<sup>st</sup> January 2004.

Act No. 461/2003 Coll. on Social Insurance entered into effect on 1<sup>st</sup> January 2004 with the exception of § 122(4) to (6), 123(3) to (5), § 272(7), § 286(2), § 291(3) to (4) and § 293 which entered into effect on the day of entry into effect on the day of promulgation, § 120(4) which entered into effect on the day of entry into force of Treaty on Accession of the Slovak Republic to the European Union.

Act No. 5/2004 Coll. on Employment Services and on amendment of certain Acts entered into effect on 1<sup>st</sup> February 2004 (Article II of the Act amends certain provisions of the Labour Code), with the exception of Article I § 72 (9) and (10) which entered into effect on the day of entry into effect on the day of promulgation, § 120(4) which entered into effect on the day of entry into force of Treaty on Accession of the Slovak Republic to the European Union.

Act No. 365/2004 Coll. on Equal Treatment in Certain Areas and on the Protection against Discrimination and on Amending and Supplementing Certain Acts (Antidiscrimination Act) entered into effect on 1<sup>st</sup> July 2004 (Article III of the Acts amends § 13 of the Labour Code).

Act No. 82/2005 Coll. on Illegal work and Illegal Employment, and on amendment of certain Acts, entered into force on 1<sup>st</sup> April 2005 (Article IV of the Act amends certain provisions of the Labour Code) with the exception of Article II and V which entered into effect on 1<sup>st</sup> February 2006.

Act No. 131/2005 Coll. amending the Act No. 553/2003 Coll. on the Remuneration of Certain Employees Performing in Public Interest and on amendment of certain Acts, as amended by later regulations and on amendment of the Act No. 311/2001 Coll. the Labour Code, as amended by later regulations, entered into effect on 1<sup>st</sup> July 2005 (Article II of the Act amends § 103(3) of the Labour Code).

Act No. 244/2005 Coll. amending the Act No. 280/2002 Coll. on the Parental Allowance as amended by later regulations, and on amendment of certain Acts, entered into effect on 1<sup>st</sup> July 2005 (Article IV of the Act amends the Labour Code with the exception of Article II point 10 which entered into effect on the day of promulgation).

Act No. 570/2005 Coll. on the Conscription duty and on amendment of certain Acts, entered into effect on 1<sup>st</sup> January 2006 (Article V of the Act amends the Labour Code).

Act No. 124/2006 Coll. on Safety and Protection of Health at Work and on amendment of certain Acts, entered into effect on 1<sup>st</sup> July 2006 (Article IV of the Act amends the Labour Code).

Act No. 231/2006 Coll. amending the Act No. 312/2001 Coll. on Civil Service and on amendment of certain Acts as amended by later regulations, entered into effect on 1<sup>st</sup> June 2006 (Article II of the Act amends the Labour Code).

Act No. 348/2007 Coll. amending the Act No. 311/2001 Coll. Labour Code as amended by later regulations, and on amendment of certain Acts, entered into effect on 1<sup>st</sup> September 2007, except from Article IV the second and third point that entered into effect on 1<sup>st</sup> January 2008.

Act No. 200/2008 Coll. amending the Act No. 311/2001 Coll. Labour Code as amended by later regulations entered into effect on the date of promulgation.

Act No. 460/2008 Coll. amending acts within the competence of the Ministry of Labour, Social Affairs and Family with regard to the changeover to the euro in the Slovak Republic entered into effect on 1<sup>st</sup> January 2009.

Act No. 49/2009 Coll. amending Act No. 5/2004 Coll. on Employment Services and the amendment of certain acts, as amended by later regulations, and amending Act No. 311/2001 Coll. the Labour Code, as amended by later regulations entered into effect on 1<sup>st</sup> March 2009.

Act No. 184/2009 Coll. on Vocation Education and Preparation and the amendment of certain acts (Article II amends Act No. 311/2001 Coll. Labour Code) entered into effect on 1<sup>st</sup> September 2009.

Act No. 574/2009 Coll. on the amendment of Act No. 311/2002 Coll. Labour Code as amended by later regulations entered into effect on 1<sup>st</sup> March 2010.

Act No. 543/2010 Coll. by which amends and supplements the Act No. 461/2003 Coll. on social insurance as amended by later regulations and the amendment of certain acts (Article VI amends Act No. 311/2001 Coll. Labour Code) entered into effect on 1<sup>st</sup> January 2011.

Act No. 48/2011 Coll. by which amends and supplements the Act No. 311/2001 Coll. Labour Code as amended by later regulations and the amendment of certain acts (Article I amends Act No. 311/2001 Coll. Labour Code) entered into effect on 1<sup>st</sup> April 2011 with the exception of Article I fifth point, tenth to twenty first points, which shall enter into effect on 6 June 2011.

Act No. 257/2011 Coll. by which amends and supplements the Act No. 311/2001 Coll. Labour Code as amended by later regulations and the amendment of certain acts (Article I amends Act No. 311/2001 Coll. Labour Code) entered into effect on 1<sup>st</sup> September 2011 with the exception for the eighty-eighth point in Article I and the first and fourth point in Article VI, which shall enter into effect on 1 January 2012.

Act No. 406/2011 Coll. on Volunteering and by which amends and supplements the Act No. 311/2001 Coll. Labour Code as amended by later regulations and the amendment of certain acts (Article II amends Act No. 311/2001 Coll. Labour Code) entered into effect on 1<sup>st</sup> December 2011.

Act No. 512/2011 Coll. by which supplements the Act No. 578/2004 Coll. on Providers of Health Care, Health Care Personnel, Professional Organisations in Health Care and on the amendment of certain acts, as amended by later regulations and on the amendment of certain acts (Article II amends Act No. 311/2001 Coll. Labour Code) entered into effect on 1<sup>st</sup> January 2012.

President of the Slovak Republic s. m.

President of the National Council of the Slovak Republic s. m.

Prime Minister of the Slovak Republic s. m.

#### **Annex No. 1 to Act No. 311/2001 Coll.**

#### **Ratings of degrees of difficulty of work posts**

Work posts are, according to the rate of complexity, responsibility and laboriousness of work for qualification of employee, determined by ratings as follows:

- a) work post corresponding to the first degree of difficulty of work is characterised by the performance of assistant, preparatory or handling works according to exact procedures and instructions;
- b) work post corresponding to the second degree of work difficulty is characterised by the performance of purposeful service repetitive work or professional repetitive controllable work according to set procedures or operating regimes or works connected with material responsibility; performance of simple craft works; performance of sanitary work in health care; performance of repeated, controllable works of administrative, economic-administrative, operating-technical or economic kind according to instructions or set procedures;
- c) work post corresponding to the third degree of work difficulty is characterised by performance of various professional or purposeful professional works or independent execution of less complicated agendas; independent performance of individual creative craft works; management or operative execution of the work of equipment or operating processes connected with higher intellectual exertion with possible responsibility for health and safety of other persons or for damages recoverable only with difficulty;

d) work post corresponding to the fourth degree of work difficulty are characterised by the independent execution of professional agendas or the performance of partial conceptual, systematic and methodical works connected with higher intellectual exertion; provision of health care, expert activities in health care with responsibility for the health of people; management, organisation or the coordination of complicated processes or an extensive range of very complicated equipment with possible responsibility for the lives and health of other persons;

e) work post corresponding to the fifth degree of work difficulty are characterised by performance of specialised systematic, conceptual, creative or methodical works with high intellectual exertion; complete organisation of the most complicated sections and agendas with determination of new procedures within the system; the performance of expert and specialised activity in the a relevant area of health care with responsibility for the health of people; management, organisation and coordination of very complicated processes and systems including selection and optimisation of procedures and means of solution;

f) work post corresponding to the sixth degree of work difficulty are characterised by the solution of creative tasks in an unusual way with unspecified outputs with high rate of responsibility for damages with the broadest social consequences; the provision of specialised and certified activities in health care with responsibility for people's health and lives; management, organisation and coordination of the most complicated systems with responsibility for unrecoverable material and moral damages with considerable demands on the capacity to solve complicated and conflictive situations usually connected with general threat to the broadest group of persons.

#### **Annex No. 1a to Act No. 311/2001 Coll.**

##### **Types of retail sales whose performance may be assigned to employees or agreed with employees on the days stipulated in the law**

1. retail sales at petrol stations with fuels and lubricants,
2. retail sales and the filling of prescriptions in pharmacies,
3. retail sales at airports, harbours, other public transport facilities and hospitals,
4. the sale of travel tickets,
5. the sale of souvenirs.

#### **Annex No. 2 to Act No. 311/2001 Coll.**

##### **The list of transposed legally binding acts of the European Union**

1. Council Directive 91/383/EEC of 25 June 1991 supplementing the measures to encourage improvements in the safety and health at work of workers with a fixed-

- duration employment relationship or a temporary employment relationship (OJ L 206, 29.7.1991).
2. Council Directive 91/533/EEC of 14 October 1991 on an employer's obligation to inform employees of the conditions applicable to the contract or employment relationship (OJ L 288, 18.10.1991)
  3. Council Directive 92/85/EEC of 19 October 1992 on the introduction of measures to encourage improvements in the safety and health at work of pregnant workers and workers who have recently given birth or are breastfeeding (tenth individual Directive within the meaning of Article 16 (1) of Directive 89/391/EEC) (OJ L 348, 28.11.1992)
  4. Council Directive 94/33/EC of 22 June 1994 on the protection of young people at work (OJ L 216, 20.8.1994)
  5. Council Directive 94/45/EC of 22 September 1994 on the establishment of a European Works Council or a procedure in Community-scale undertakings and Community-scale groups undertakings for the purposes of informing and negotiating employees (OJ L 254, 30.9.1994) as amended by Council Directive 97/74/EC of 15 December 1997 (OJ L 10, 16.1.1998) and as amended by Council Directive 2006/109/EC of 20 November 2006 (OJ L 363, 20.12.2006).
  6. Council Directive 96/34/EC on the framework agreement on parental leave concluded by UNICE, CEEP and the ETUC (OJ L 145, 19.6.1996) as amended by Council Directive 97/75/EC of 15 December 1997 (OJ L 10, 16.1.1998).
  7. Directive 96/71/EC of the European Parliament and of the Council of 16 December 1996 concerning the posting of workers in the framework of the provision of services (OJ L 18, 21.1.1997)
  8. Council Directive 97/81/EC of 15 December 1997 concerning the Framework Agreement on part-time work concluded by UNICE, CEEP and the ETUC (OJ L 14, 20.1.1998) as amended by Council Directive 98/23/EC of 7 April 1998 (OJ L 131, 5.5.1998).
  9. Council Directive 98/59/EC of 20 July 1998 on the approximation of the laws of the Member States relating to collective redundancies (OJ L 225, 12.8.98).
  10. Council Directive 99/70/EC of 28 June 1999 concerning the framework agreement on fixed-term work concluded by ETUC, UNICE and CEEP (OJ L 14, 20.01.1998)
  11. Council Directive 2000/43/EC of 29 June 2000 implementing the principle of equal treatment between persons irrespective of racial or ethnic origin (OJ L 180 , 19.07.2000).
  12. Council Directive 2000/78/EC of 27 November 2000 establishing a general framework for equal treatment in employment and occupation (OJ L 303, 2.12.2000)
  13. Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses. (OJ L 82, 22.3.2001).
  14. Directive 2002/14/EC of the European Parliament and of the Council of 11 March 2002 establishing a general framework for informing and negotiating employees in the European Community (OJ L 80, 23.3.2002).



15. Directive 2003/88/EC of the European Parliament and of the Council of 4 November 2003 concerning certain aspects of the organisation of working time (OJ L 299, 18.11.2003)
16. Directive 2006/54/EC of the European Parliament and of the Council of 5 July 2006 on the implementation of the principle of equal opportunities and equal treatment of men and women in matters of employment and occupation (recast) (OJ L204, 26.7.2006, p. 23).
17. Directive 2008/94/EC of the European Parliament and of the Council of 22 October 2008 on the protection of employees in the event of the insolvency of their employer (codified version) (OJ L 283, 28. 10. 2008).
18. Directive 2008/104/EC of the European Parliament and of the Council of 19 November 2008 on temporary agency work (OJ L 327, 5. 12. 2008).
19. Directive 2009/38/EC of the European Parliament and of the Council of 6 May 2009 on the establishment of a European Works Council or a procedure in Community-scale undertakings and Community-scale groups of undertakings for the purposes of informing and negotiating employees (Recast) (OJ EU L 122, 16 May 2009).
20. Council Directive 2010/18/EU of 8 March 2010 implementing the revised Framework Agreement on parental leave concluded by BUSINESSEUROPE, UEAPME, CEEP and ETUC and repealing Directive 96/34/EC (OJ EU L 68, 18 March 2010).

Translation:

Ministry of Labour, Social Affairs and Family of the Slovak Republic - Foreign Relations and Protocol  
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