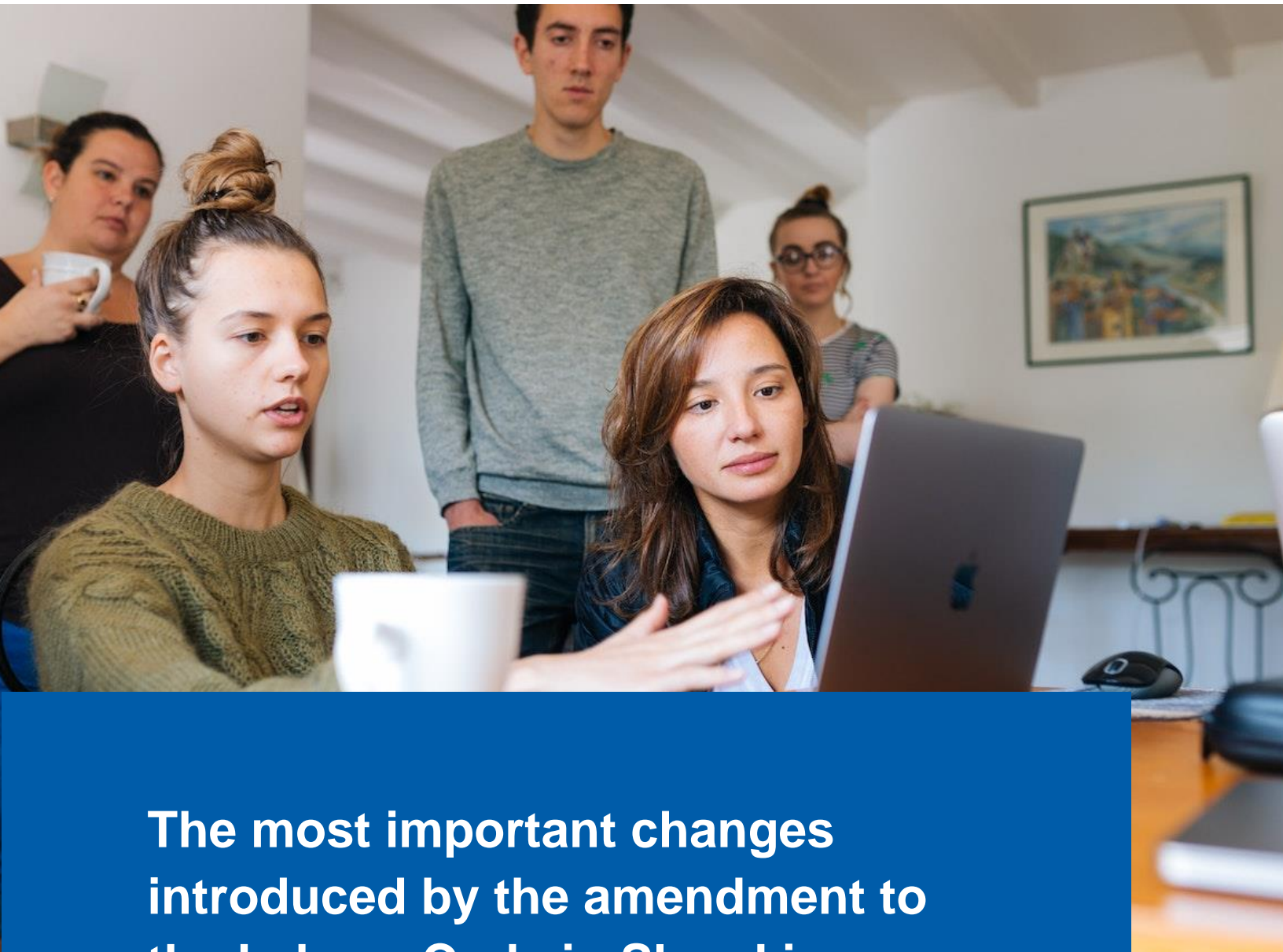


News Flash

November 16, 2022



**The most important changes
introduced by the amendment to
the Labour Code in Slovakia**

The most important changes introduced by the amendment to the Labour Code

On October 4, 2022, the Parliament has approved a rather extensive amendment to the Labour Code, which introduces several changes in response to the European **directives on transparent and predictable working conditions** and on work-life balance for parents and carers. We have summarized the most important ones for you.

Paternity leave

The change that had resonated the most since the draft amendment was announced is the introduction of the so-called paternity leave. Not only does the amendment introduce a new type of leave for fathers, but the range of persons protected from dismissal under the conditions laid down by law is expanded to them.

From November 1, 2022, a father who takes care of a new-born child will be entitled to **28 weeks** of paternity leave, a single father to 31 weeks and father with two or more new-borns to 37 weeks. It should be noted, however, that this is only a kind of clarification and supplementation of the existing regulation, because the right to parental leave from the birth of the child already applies to the father if he takes care of the new-born child.

Working conditions

According to the amendment, from November 1, 2022 working conditions should not only be fair and satisfactory, but also **transparent and predictable**. In essence, this means that the employee must have sufficient information to know under what conditions and to what extent the employee will perform work. The introduction of the employer's information obligation to the employee is closely linked to this.

Essentials of the employment contract and provision of information

Considering the fragmentation of the existing regulation of the essentials of the employment contract, the amendment introduces a change consisting of the introduction of the obligation to specify in the employment contract only the general essential elements defined in Article

43(1) of the Labour Code, or data on shorter working hours and fixed term, without which the employment contract would not be concluded.

With regard to other essentials, such as the method of determining the place of work in the case of multiple workplaces, the scheduling of working time, the amount of leave, the payment of wages and pay dates, the employer may decide whether to specify them in the employment contract or to provide them to the employee **in the written form** (or in electronic form, if this is possible under the law) **or by reference to the relevant provisions of the Labour Code**.

In case the information is not directly contained in the employment contract, the law stipulates a time limit of 7 days or 4 weeks, depending on the type of information to be provided. If these conditions change, the employer is obliged to inform the employee without delay, at the latest on the day the change becomes effective.

If an employee whose employment relationship was established before November 1, 2022 requests such information, the employer is obliged to provide the employee with this information within one month of receiving the request, if it was not part of the employment contract. This legislation opens the way for the employer to change unilaterally certain terms and conditions of employment without the necessity of concluding an amendment to the employment contract with the employee.

Transition to another form of employment

The novelty of this amendment is that if an employee with a fixed-term or part-time

employment relationship, whose employment relationship has lasted for at least six months and whose probationary period has expired, will seek a transfer to an employment relationship for indefinite period or to a fixed weekly working time, the employer is obliged to provide a written justified response to that request **within one month (within three months** if the employer employs fewer than 50 employees).

Extension of the period for filing an invalidity claim on the termination of the employment relationship

The general rule remains that invalidity claim on termination of the employment relationship may be filed to the court within two months from the day when the employment relationship is supposed to be terminated.

However, if the employment relationship is prolonged for the duration of the protection period, the employee may claim the invalidity of the termination of the employment relationship by giving notice in court within **two months** from the last day of the protection period, but not later than **six months** from the day of termination of the employment relationship if the employee would not be in the protection period.

Deductions from wage

Section 131 of the Labour Code sets out which deductions from wage may be made by the employer without the agreement with the employee. It was being criticized by employers for a long time that this list did not include the deduction in relation to the advance payment of meal allowances. Under the previous legislation, employers would have to enter into an agreement on deductions with the employee in respect of any deduction from wages relating to meal allowances, which was administratively burdensome for employers and rarely used in practice.

That is why the legislator has expanded the range of eligible amounts also to unaccounted advances on the employer's contribution for meals or for special purpose linked financial

contribution for meals. Therefore, from November 2022, in these cases, it will no longer be necessary to conclude an agreement with employees on deduction from wage.

Agreements on work performed outside an employment relationship

The condition of transparency is also reflected in relations with the so-called performers, whom the employer will be obliged to **inform about the days and time periods** during which the employer may require the employee to perform work. Also, it will be no longer possible to require these persons to come to the workplace as soon as possible, if necessary, since the amendment introduces a period of at least **24 hours prior notice** by which the employer will be obliged to inform the employee about assigned work task. Even in this case, the employee will need to be informed in writing of any change at the latest on the day it takes effect. If the employer fails to comply with these conditions, the employee will be entitled **to refuse** to perform such work. On the other hand, if the employer cancels the work without giving less than 24 hours' prior notice, the employee will be entitled to a **refund of at least 30% of the remuneration he would normally receive**.

Delivery

The delivery of correspondence between the employee and the employer has been the subject of debate for a long time, mainly because there were no precise conditions for delivery by post, but only a reference to a specific regulation. Since in the case of registered shipment the sender could also shorten the time limit for receipt or mark the items "Do not deposit", especially in cases where such service led to the termination of employment, this often ended up in court. Therefore, the amendment introduced the rule that in case of shortening time limit for receipt of the shipment, **it must not be shorter than 10 days**.

Meal cards (gastro cards)

Although this change has not been introduced by the last amendment to the Labour Code, we remind you of it due to the upcoming entry into force of the earlier amendment, which dealt with the catering for employees.

Pursuant to this amendment, as of January 1, 2023, employers will be obliged to provide employees with meal vouchers only in electronic form, with the exception of those cases where the employee does not have an objective possibility to use a gastrocard near to the employee's workplace. Therefore, it will no longer be possible for the employer to decide whether to order paper

meal vouchers or gastrocards if the employee chooses food vouchers rather than a financial contribution.

Read about older amendments

On Wednesday, February 17, 2021, the President of the Slovak Republic signed an amendment to the Labour Code, which brings more changes to labour relations. We have analysed one of the most important ones regarding meal voucher and financial contribution for you [here](#). In this article, we will focus on two other significant changes that the amendment brings.

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