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311

ACT

of 2 July, 2001

LABOUR CODE

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

FUNDAMENTAL PRINCIPELS
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 pursuant to 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 condition 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 constitutes the actual and decisive requirement for the job, provided the objective is legitimate and the requirement adequate.

Article 2.

The labour-law relations pursuant 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 conditions and method for the implementation of this right, unless stipulated otherwise by this Act, special regulation, or treaty by which the Slovak Republic is bound. The enforcement of rights and obligations resulting from labour-law relations shall be in compliance with good morals; nobody shall abuse these rights and obligations to the damage of another participant to the labour-law relations, or their co-employees.

Article 3.

Employees shall have the right to a wage for the work performed, to assurance of occupational health and safety and 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 in accordance with their skills and knowledge, development of the 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 assumed development of its activity in an understandable manner and within reasonable time. Employees shall be able to express themselves and submit their suggestions with regard to the planned decisions of the employer, which may influence their status within the labour-law relations.

Article 5.

Employees and employers shall be obliged to duly perform their obligations arising out of 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 with regard to working conditions as well. Working conditions shall be provided for pregnant women, mothers until the completion of the ninth months of childbirth, and for nursing women that will protect their biological state with respect to pregnancy, childbirth, and care for the child after birth, and their special relationship with the child after birth. Working conditions shall be provided for women and men that will enable them to perform their social function in the upbringing of children and the care thereof.

Article 7.

Adolescents shall have the right to vocational training and to the provision of working conditions enabling development of their physical and mental abilities.

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 the 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 out of labour-law relations may exercise their rights in court. Employers may neither disadvantage nor damage employees for reason of employees exercising their rights arising out of 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 the law. Employer shall be obliged to enable the 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 perform, perform, or have performed.

PART ONE
GENERAL PROVISIONS

Scope of the Labour Code

Section 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 is the work performed in a relation of employer´s superiority and employees subordination, in which the employee performs work personally for the employer, pursuant to the employer's instructions, in the employer's name, during working time set by the employer.

(3) Dependent work may be performed only in an employment relationship, a similar labour relation or exceptionally under conditions stipulated herein in another form of labour-law relation. Dependent work cannot be performed in a contractual civil-law relation or in a contractual commercial-law relation pursuant 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 pursuant to paragraph 1

(5) Labour-law relations shall be established at the earliest upon conclusion of an employment agreement 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, provided this Act or another labour-law regulation does not explicitly prohibit so or provided the nature of their provisions does not imply that the deviation from them is not possible.

Section 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) The legal relations of professional athletes in the exercise of sport on the basis of an agreement for the professional exercise of sport and for legal relations of sport experts in the exercise of an activity on the basis of an agreement for the exercise of activity of a sport expert shall be governed by this Act only if stipulated by a special regulation.

Section 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 employees who are obliged to ensure conformity under special regulation and employees working in the operation, maintenance and development of the gas transport network that report directly to the statutory body of the gas transport network operator, of transportation employees, employees performing health care occupations, pedagogical employees, employees that are theatrical artists or musicians, members of ships' crew floating under the flag of the Slovak Republic, employees of private security services 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, a special regulation, a 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) The employment relationships of employees working in the production and processing of fulminates, fulminating compounds, gun powder, ammunition, explosives, explosive objects and explosive pyrotechnics shall be governed by this Act, unless otherwise provided in a special regulation.

Section 4

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

Section 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) The employment relationships of the employees posted to perform their work related to the provision of services by the hosting employer from the territory of another Member State of European Union or a State that is a party to the Agreement on the European Economic Area (hereinafter referred to as "another Member State of the European Union") to the territory of the Slovak Republic shall be governed by this Act, special regulations or a relevant collective agreement stipulating

a) length of working time and rest periods,

b) length of holiday,

c) minimum wage, minimum wage claims and wage supplements for extra work, wage supplements for work during holidays, wage supplements for work on Saturdays, wage supplements for work on Sundays, wage supplements for night work, wage compensation for difficult working conditions, other statutory wage components and allowances for holiday; when considering whether the amount provided by the hosting employer is a wage Section 118 shall be used,

d) occupational health and safety,

e) working conditions for pregnant women, mothers before the end of the 9th month after delivery, breastfeeding mothers, and adolescents,

f) equal treatment for men and women and the prohibition of discrimination,

g) conditions, under which the employee may be temporarily assigned, working conditions including wage conditions and the conditions for employing a temporarily assigned employee if such a posting falls under par. 6 (c),

h) conditions concerning the boarding provided to the employee by the employer,

i) travel expense reimbursement, reimbursement of the expenses for boarding and catering related to business trips or for the transport to the usual workplace in the territory of the Slovak Republic; for the purpose of special regulation or relevant collective agreement application, and the reimbursement of boarding and catering expenses or any other comparable compensation provided by the hosting employer under the legislation of the state, from which the employee is sent to perform work related to service provision.

(3) The employment relationships of the employees posted to perform their work related to the provision of services by the hosting employer from the territory of another Member State of the European Union to the territory of the Slovak Republic, the duration of which was longer than 12 months or, if the prolongation of this period prior to its expiration was reported by the hosting employer to the National Labour Inspectorate, the reasoning for such a prolongation included, was longer than 18 months, shall be governed by this Act, special regulations or a relevant collective agreement; this shall not apply to the establishment, commencement, cessation or termination of an employment relation, performance of any other earning activities and limitation of such earning activities following employment termination. If the hosting employee substitutes for another hosting employee, who performed the same working tasks in the same workplace, the duration of their posting for the purpose of sentence one shall also include the duration of their posting that was to substitute for another hosting employee; the performance of the same working tasks in the same workplace shall be treated in view of the nature of the activities performed, the place of their performance and the nature of the service provided.

(4) When posting the employee from the territory of another Member State of the European Union to the territory of the Slovak Republic to perform work related to the provision of services under paragraph 6 (c)

a) the user employer shall inform the hosting employer on the working conditions the user employer has in place, the payment terms and conditions and the conditions of comparable employment included,

b) the user employer shall inform the hosting employer well in advance on the fact that the hosting employee is to be posted to another Member State of the European Union,

c) Section 57 par. 2 and Section 58 par. 7 shall not apply.

(5) The provisions of paragraphs 2 and 3 do not prevent the application of working conditions and employment conditions that are more advantageous for the employee. Advantages shall be considered for each labour-law claim independently.

(6) Posting of an employee to perform work related to service provision shall be any cross-boarder

a) posting under the direction and to the responsibility of the sending employer pursuant to the agreement between the sending employer as a cross-border service provider and the recipient of

the service, provided there is an employment relationship between the sending employer and the employee during the period of posting,

b) posting between the controlling person and the controlled person or between the controlled persons provided there is an employment relationship between the sending employer and the employee during the period of posting, or

c) temporary assignment to the user employer provided there is an employment relationship between the sending employer and the employee during the period of posting.

(7) The sending employer is

a) a hosting employer, who is an employer established in another Member State of the European Union posting an employee to perform work related to the provision of services from the territory of another Member State of the European Union to the territory of the Slovak Republic,

b) a home employer, who is an employer established in the Slovak Republic posting an employee to perform work related to the provision of services from the territory of the Slovak Republic to the territory of another Member State of the European Union.

(8) The posted employee is

a) a hosting employee who is an employee normally working in another Member State of the European Union but, for a certain period of time, performing work in the Slovak Republic in relation to the provision of services,

b) a home employee who is an employee normally working in the Slovak Republic but, for a certain period of time, performing work in another Member State of the European Union.

(9) The provisions of paragraph 2 (b) and (c) shall not be applied in the cases of the initial assembling or the first installation of goods, which are the main component of an agreement concerning the delivery of goods and are necessary in order to start using the goods delivered, and which are performed by qualified employees or specialists of the supplying facility, unless the time of posting the employee exceeds eight days within the last 12-month's period as of the commencement of their posting; this shall not apply to the following works:

a) excavations (trenches),

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) demolition work;

k) maintenance;

l) painting and cleaning works, performed as part maintenance activities;

m) reconstructions.

(10) The hosting employee who believes that his or her rights or legitimate interests are affected by non-compliance with the conditions of posting to the territory of the Slovak Republic may file a complaint directly or through employee representatives to the competent labour inspection authority or may plea and seek legal protection.

(11) A hosting employee whom a hosting employer, upon posting pursuant to paragraph 4 letter a) or b), has not provided with the wage or a part thereof payable under paragraph 2 (c) or par. 3, has the right to claim their pay from a natural person or a legal person who is a service supplier in the territory of the Slovak Republic (hereinafter referred to as the "supplier of services"), the direct subcontractor of which is the hosting employer. The supplier of services is obliged to provide the hosting employee with the outstanding amount of their payable wage or part thereof within 15 days as of the receipt of the hosting employee´s application after the deductions that would otherwise be paid by the hosting employer if the hosting employer was to provide such a pay; the supplier of services shall not be liable for the execution and payment of these deductions. The supplier of services is obliged to inform the hosting employer on wage payment pursuant to sentence two. In case of the posting pursuant to paragraph 6 (c), it shall be proceeded in compliance with Section 58 par. 10 and Sec. 58a par. 4.

(12) Upon request, the hosting employer is obliged to provide the supplier of services with the necessary information without undue delay to enable the supplier of services to check whether the hosting employer provided the wage payable to the hosting employee under paragraph 2 (c) or par. 3 or a part thereof and to enable the supplier of services to fulfil the obligation pursuant to paragraph 11 of sentence two. The hosting employer shall provide the supplier of services with the personal data of the hosting employees in the extent necessary for achieving the purpose pursuant to sentence one.

(13) The working conditions and conditions of employment of a home employee shall be governed by the law of the country to the territory of which the home employee is posted. Prior to the posting, the home employer shall inform the home employee on the terms and conditions of employment under sentence one; the information on working time and holiday entitlement shall be communicated in writing.

(14) The home employer may post the home employee to perform works related to the provision of services from the territory of the Slovak Republic to the territory of another Member State of the European Union on the basis of a written agreement. The agreement under the first sentence shall, in particular, include:

a) day of commencement and termination of posting,

b) type of work performed during posting,

c) place of work performance during posting,

d) wage conditions during posting.

(15) In case of the posting pursuant to paragraph 6 (c), the agreement on temporary posting under Section 58 par. 5 shall include the particulars pursuant to par. 14.

(16) The employment relations in the course of an intra-company transfer pursuant to a special regulation are adequately covered by the provisions of paragraph 2 (a), (b), and (d) to (i) and paragraphs 3, 5, 9 and 10; the wage conditions of such employees shall be at least as favourable as those of a comparable employee of the employer to whom employees are transferred within the intra-company transfer pursuant to a special regulation.

(17) The employment relations with those working for an employer established outside the territory of another Member State of the European Union during the performance of the work related to the provision of services in the territory of the Slovak Republic shall be adequately governed by the provisions of paragraphs 2, 5, 7 to 12; the provisions of par. 16 shall not be affected by the above.

Section 5a

(1) A driver carrying out cabotage transport pursuant to a special regulation shall be deemed to have been posted to carry out work in the provision of services pursuant to Section 5 par. 6(a).

(2) An employee shall not be considered as posted to carry out the provision of services pursuant to Section 5 par. 6(a) in case it is a driver

a) passing through the territory of a Member State of the European Union without loading or unloading the goods or without picking up or drop-off passengers,

b) carrying out a bilateral transport operation in the carriage of goods,

c) carrying out, in addition to a bilateral transport operation for the carriage of goods, an additional activity, namely one loading and one unloading or one loading or one unloading on the territory of the Member States of the European Union or of other States through which the driver passes, provided that the driver does not load and unload the goods in the territory of the same Member State of the European Union; where a bilateral transport operation from the territory of a Member State of the European Union of the employer's establishment, during which the driver has not carried out any additional activity, is followed by a bilateral transport operation to the territory of the Member State of the European Union where the employer is established, the exemption for additional activities shall apply to the execution of two loadings and two unloadings or two loadings or two unloadings, provided that the driver does not load and unload the goods in the territory of the same Member State of the European Union,

d) carrying out a bilateral transport operation in the transport of passengers,

e) carrying out, in addition to a bilateral passenger transport operation, an additional activity, such as one passenger pick-up and one passenger drop-off or one pick-up or one passenger drop-off on the territory of the Member States of the European Union or of other States through which the driver passes, provided that the driver does not offer passenger transport services between two points in the territory of a Member State of the European Union, through which it passes; the same applies to the return journey,

f) carrying out an initial or final road section of a combined transport operation pursuant to a special regulation if that section consists of bilateral transport operations as referred to in points (b) and (c).

(3) The provisions of paragraph 2(c) and (e) shall apply to a driver who uses a vehicle equipped with a smart tachograph pursuant to a special regulation.

(4) A bilateral transport operation for the carriage of goods means the carriage of goods under a contract of carriage from the territory of a Member State of the European Union where the employer is established to the territory of another Member State of the European Union or of another State or from the territory of another Member State of the European Union or of another State to the territory of a Member State of the European Union where the employer is established.

(5) A bilateral transport operation in the international occasional or regular carriage of passengers under a special regulation is the carriage of passengers if the driver

a) picks up passengers in the territory of a Member State of the European Union where the employer is established and drops them off in the territory of another Member State of the European Union or of another State,

b) picks up passengers in the territory of a Member State of the European Union or another State and drops them off in the territory of another Member State of the European Union where the employer is established,

c) picks up and drops off passengers in the territory of a Member State of the European Union wher the employer is established for the purpose of carrying out local excursions on the territory of another Member State of the European Union or of another State in accordance with a specific regulation.

(6) Posting a driver to perform services pursuant to Section 5 par. 6(a) to the territory of the relevant Member State of the European Union shall be deemed, for the purposes of Section 5 par. 3, to have been completed when the driver leaves the territory of that Member State of the European Union. The duration of the driver's posting shall not be added to the duration of their previous posting or the posting of the other driver they replace; the provision of Section 5 par. 3 last sentence shall not be used.

(7) For the purposes of paragraphs 1 to 6, a driver shall mean road transport employee who is a driver.

Section 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

Section 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 their own name and shall have responsibility arising from these relations. Employer shall also be an organizational unit of an employer, if stipulated by special regulations or statutes under special regulation. If an employer is a participant to a labour-law relation, their 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 pursuant to Sec. 43 paragraph 1 agreed in the employment agreement by the body or the legal person who has established them as a statutory body.

Section 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 the age of majority; until such time, a legal representative shall act on the person's behalf.

Section 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 their organisational units, shall be entitled, as bodies of the employer, to execute legal actions on behalf of the employer arising from their functions as determined by organisational regulations.

(2) An employer may empower other their employees in writing to execute certain legal actions in labour-law relations on their behalf. Such written authorisation shall 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 control their work and to give them binding instructions with regard to this purpose.

Section 10

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

(2) If a statutory body or member of statutory body or empowered employee acted beyond 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 acted beyond their competence. This shall also apply in case legal action done by an employee of the employer who was neither authorised thereto by their function nor empowered thereto.

Employee

Section 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 assume such obligations by their own legal actions arises, unless otherwise stipulated hereafter, on the day the natural person reaches 15 years of age; however, an employer shall not agree on the day of taking up the employment to the day preceding the day of completion of compulsory full-time schooling of a natural person.

(3) An employee may conclude an agreement of material accountability at the earliest upon the day they reach 18 years of age.

(4) Natural persons aged under 15 years or natural persons aged over 15 years who have not

completed compulsory schooling yet are forbidden to work. These persons may perform light work, the character and scope of which is not resulting in a danger to their health, safety, further development or school attendance only for the purposes of

a) performing and co-performing in a cultural performance and artistic performance,

b) sports events,

c) advertising activities.

d) other activities not referred to in points (a) to (c) in the case of a natural person over the age of 15 until the end of compulsory education.

(5) Permission for the performance of light work as stated in par. 4 shall be given by the relevant labour inspectorate in response to the employer's request and on the 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.

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

Section 12

(1) If the consent of employees' representatives or an agreement with them is required pursuant to this Act, an employer in whose enterprise employees' representatives do not operate may act independently; this shall not apply if this Act stipulates that an agreement with employees' representatives cannot be replaced by a decision of the employer Provided this Act stipulates that an agreement with employees' representatives cannot be replaced by a decision of the employer, such agreement cannot be replaced by an agreement with an employee.

(2) If the negotiation with employees' representatives is required pursuant to this Act, an employer in whose enterprise employees' representatives do not operate may act independently.

Section 13

(1) The employer is obliged to treat employees in accordance with the principle of equal treatment established in the field of employment relationships in the specific law on equal treatment in certain areas and on protection against discrimination and on the amendment of certain laws (Anti-Discrimination Act).

(2) In labour relations, discrimination on grounds of sex, marital status and family status, sexual orientation, race, skin colour, language, age, unfavourable health condition or disability, genetic characteristics, faith, religion, political or other views, trade union activity, national or social origin,

membership of a national or ethnic group, property, birth or other status, or for reporting criminality or other anti-social activities, is forbidden.

(3) The enforcement of rights and obligations arising from labour-law relations shall be in compliance with good morals. Nobody may abuse such rights and obligations to the detriment of another participant to a labour-law relation or 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, or other notification on crime or other anti-social activity against another employee or the employer.

(4) An employer shall not, except for grave reasons relating to the specific character of the employer's activities, intrude upon the privacy of an employee in the workplace and common areas of the employer by monitoring them, keeping records of telephone calls made using the employers' equipment and controlling e-mail sent from a work e-mail address and delivered to such an address without giving notice in advance. If an employer implements a controlling mechanism, the employer shall consult with employees' representatives on the extent of control, its method of implementation and its duration and shall inform employees of the extent of control, its method of implementation and its duration.

(5) An employer must not impose an obligation to an employee to maintain confidentiality about their working conditions including wage conditions and employment conditions. Nobody can be persecuted at the workplace or otherwise punished for not maintaining the confidentiality regarding their working conditions including wage conditions and employment conditions.

(6) An employee shall have the right to submit a complaint to the employer in connection with the infringement of the regulation of equal treatment stated in paragraphs 1 and 2 and failure to comply with the conditions pursuant to paragraphs 3 to 5; 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.

(7) An employee, who assumes that their 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 pursuant to par. 3, may have recourse to a court and claim for 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 (Anti-discrimination Act).

(8) An employee who assumes that their privacy has been infringed upon in the workplace or common premises as a result of a violation of paragraph 4 or an employer has not complied with the terms pursuant to paragraph 5 may apply to a court for legal protection.

Section 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

Section 15

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

Section 16

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

(2) Notarial act or an act 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 themselves with the subject matter of the legal action with the aid of devices or special aids, and is able to sign the memorandum with their own hand.

Section 17
Invalidity of legal action

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

(2) A legal action for which prescribed consent has not been granted by a competent authority or legal representative or 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 themselves 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

Section 18

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

Section 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 them from taking up the work on the date agree 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 at latest until the employee commences the performance of work. Withdrawal from the employment contract shall be done in writing, otherwise it shall be invalid.

Section 20
Securing of rights and obligations resulting from labour-law relations

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

(2) Settlement of an employer's claim may be secured by an agreement on wage deductions between such employer and employee. The agreement shall 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 themselves 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

Section 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 pursuant to special regulation.

Section 22
Obligation to provide information

(1) The employer, provisional bankruptcy trustee or bankruptcy trustee shall inform employees' representatives in writing on insolvency to, 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 the employer, provisional bankruptcy trustee or bankruptcy trustee at their request of all necessary information in connection with the confirmation of their claims resulting from labour-law relation pursuant to special regulation.

Transfer of rights and obligations resulting from labour-law relations

Section 27

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

Section 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 the performance of the economic activity regardless of whether this activity is primary or supplementary.

(3) The transferor is a legal person or natural person who ceases to be the employer on a transfer pursuant to paragraph 2.

(4) The transferee employer is a legal person or natural person who becomes the employer of the transferred employees on a transfer pursuant to 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.

Section 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.

Section 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 Sec. 63 paragraph 1 letter b) with effect as of the date of the transfer. The employer shall issue an employee a written document concerning termination of employment relationship pursuant to the first sentence. An employee falling under the first sentence shall be entitled to a severance allowance pursuant to Sec.76.

Section 30

Rights and obligations arising from labour-law relations shall be passed to their heirs upon the death of an employer who is a natural person.

Section 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 commencement 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 their claims.

(6) If liquidation is executed upon the winding-up of an employer, 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

Section 32

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

Section 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 registered office 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 shall be settled within seven days upon the day the authorised participant requested settlement.

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

Section 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 they fail to do so, the earliest due claim shall be settled.

Section 35
Death of employee

(1) Unless stipulated otherwise by a special regulation, financial claims of an employee shall not cease with their 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 their death acknowledged in writing both as regards the reason and amounts, and claims to compensation for damages caused deliberately or by loss of objects entrusted to the employee in a written confirmation.

Section 36
Extinction of a right

Extinction of a right due to non-enforcement by the prescribed time period shall transpire only in cases stipulated in Sec. 63 par. 4 and 5, Sec. 68 par. 2, Sec. 69 par. 3, Sec. 75 par. 3, Sec. 77, Sec. 87a par. 7, Sec. 193 par. 2 and Sec. 240 par. 9. If a right is enforced after the lapse of the prescribed time period, the court shall take the extinction of the right into account even if no party to the proceedings makes an objection.

Section 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.

Section 38
Service

(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 shall 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 the written 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, the written documentation may be delivered by using a postal company as a registered mail.

(2) Written documents delivered by using a postal company shall be dispatched by the employer to the last known address of the employee, as registered mail with a mailing receipt and note "to their 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 registered mail.

(4) The obligation of an employer or employee to deliver written documents shall be discharged once the employee or employer receive such written documents, or once the postal company returned the written 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 written documents.

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

Interpretation of selected terms

Section 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 pursuant to special regulation.

Section 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. An employee younger than 18 years of age shall be deemed as an adolescent employee.

(3) Special regulation shall determine who shall be the legal representative of an adolescent employee.

(4) For the purposes of 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.

(5) 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 thereof.

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

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

(8) 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 pursuant to Sec. 58, who performs or would perform the same type of work or a similar type of work taking into consideration qualifications and professional experience.

(9) For the purposes of this Act a user employer is a legal person or natural person to whom the employer or the temporary work agency under a special regulation temporarily assigns for the performance of work an employee in an employment relationship.

(10) An employee permanently caring for a child for the purposes of this Act shall be an employee who personally cares for their own minor, including the alternating personal custody of both parents, and an employee who personally cares for a minor entrusted to them in place of the care of the parents on the basis of a court decision. This status arises on the day on which the employee has notified the employer in writing that they are permanently caring for a minor pursuant to the first sentence, and ceases to be the date on which the employee ceases to take permanent care of the child pursuant to the first sentence. The employee is obliged to notify the employer in writing without undue delay of the termination of permanent childcare.

PART TWO
EMPLOYMENT RELATIONSHIP

Section 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 them from an employment contract, with working conditions and wage conditions under which they 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 their 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, trade union membership 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 as far as an adolescent is concerned.

(8) Upon engaging a natural person, an employer may not violate the principle of equal treatment where concerning access to employment (Sec. 13, par. 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.

(10) Upon the conclusion of an employment contract, an employer must not agree with an employee on a basic wage component in the amount lower than the amount of a basic wage component that has been published in the job offer pursuant to a specific regulation.

Employment contract

Section 42

(1) An employment relationship shall be established by a written employment contract between the employer and the employee, unless this Act states otherwise. 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 scope of a statutory body, the employment relationship with such employee shall be established on a written employment contract further to their election or appointment.

Section 43

(1) In an employment contract, the employer shall be obliged to stipulate with the employee substantial particulars as follows:

a) the type of work for which the employee was accepted, and its brief description,

b) place of work performance (municipality, part of municipality, 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 particulars 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 as 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. The provisions of the employment contract or other agreement by which an employee undertakes to maintain confidentiality of their working conditions, including wage conditions and employment conditions, are null and void.

(5) Provided 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 event that their time of employment abroad exceeds one month.

Section 44

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

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

(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.

Section 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) If, during the agreed probationary period, the employee has not worked an entire working shift due to an obstacle to work on their part, the probationary period shall be extended by one day.'.

(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.

Section 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.

Section 47
Obligations arising from employment relationship

(1) From the day of establishing the employment relationship,

a) an employer shall be obliged to assign work to the employee pursuant to the employment contract, to pay them 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, pursuant to the employer's instructions, to perform the work in person pursuant to an 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 legal regulations relating to work performed by them, with legal regulations and other regulations ensuring occupational safety and health which the employee shall maintain at their work, and with provisions on the principle of equal treatment and with an internal regulation regulating the reporting of crime or other anti-social activities. At the commencement of employment, an employer is also obliged to inform any adolescent employee, and in the case of a natural person performing light work pursuant to Sec.11 par. 4 also their legal representative, of potential risks at the work performed and measures adopted in connection with the occupational health and safety.

(3) An employer may not qualify 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 periods.

Section 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 two years. A fixed term employment relationship may be extended or renewed at most twice within a two 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 two years or over two years may be agreed only in the following reasons of

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 two years or over two 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 pursuant to this Act and working conditions relating to occupational health and safety pursuant to a special regulation.

(8) The employer shall inform employees in the fixed period 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 work agency.

Employment relationship with reduced working time

Section 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 the amendment of the determined weekly working time to a reduced weekly working time, and the 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.

Section 49a
Job sharing

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

(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 concluded between an employer and an employee shall be done in writing, otherwise it shall be invalid. It shall include written notification pursuant 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 a job description, this shall be determined by the employer.

(5) If there is an obstacle to work on the part of an employee in a job sharing, the employees with whom the employee shares the jobs shall substitute for the employee unless there are serious reasons preventing this on their part. 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 the assignment of an employee to a job sharing can be terminated by notice in writing by an employer or employee. An agreement on the assignment of an employee to a job sharing shall cease to exist by lapse of one month from the date of notification, unless the employer with the employee agree otherwise.

(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 among multiple employees, shall be entitled to the proportionate share thereof.

Section 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.

Section 52
Work from home and teleworking

(1) Where work which might be carried out at the employer's place of work is carried out regularly within the limits of the weekly working time laid down or part thereof from the employee's household, this is

a) work from home,

b) teleworking, if the work is carried out using information technology which regularly transmits data electronically.

(2) The work performed by an employee on an occasional basis or in exceptional circumstances with the approval of the employer or in agreement with it from the employee's household shall not be regarded as work from home or teleworking provided that the type of work performed by the employee under the employment contract so permits. Paragraph 8(b) and paragraphs 9 to 11 shall apply mutatis mutandis to the performance of the work referred to in the first sentence.

(3) For the purposes of paragraphs 1 and 2, the employee's household shall be deemed to be the agreed place of work outside the employer's place of work.

(4) The employer's agreement with the employee in the employment contract is required for the performance of work from home or teleworking.

(5) It may be agreed in the employment contract that work from home or teleworking shall be carried out in whole or in part in a place which the employee determines, where the nature of the work so permits. The extent of work from home or teleworking or the minimum amount of work performed by the employee at the employer's workplace may also be agreed in the employment contract if the work from home or teleworking is not to be carried out only from the employee's household.

(6) The employer and the employee may agree that the employee will self-schedule working hours throughout the week during work from home or teleworking, or that work from home or teleworking will be carried out in flexible working hours.

(7) Where, in the course of work from home or teleworking, an employee is self-scheduling, their employment relationship shall be governed by this Act with the following deviations:

a) the provisions on the allocation of fixed weekly working time, continuous daily rest and continuous rest of the week shall not apply,

b) the downtime provisions do not apply, except for downtime for which the employer is responsible,

c) the employee is not to be compensated for the salary for important personal obstacles at work, except for the compensation of wages pursuant to Section 141 para. 2(d),

d) employee is not entitled to overtime pay, wage surcharges for holiday work, wage surcharges for working on Saturdays, wage surcharges for working on Sundays, wage surcharges for night work and wage compensation for difficult work, unless the employee and the employer agree otherwise.

(8) The employer shall take appropriate measures for work from home or teleworking, in particular:

a) ensure, install and regularly maintain the technical equipment and software necessary for the performance of teleworking, except where the employee performing the teleworking uses their own technical equipment and software upon agreement with the employer,

b) ensure the protection of data processed and used in teleworking, in particular as regards software,

c) under the conditions laid down in Section 145 par. 2 reimburses demonstrably increased employee expenses related to the use of own tools, own equipment and own objects necessary for the performance of work from home or teleworking,

d) inform the employee of any restrictions with regard to the use of technical equipment and software, as well as of the consequences in the event of a breach of those restrictions,

e) prevent the isolation of an employee performing work from home or teleworking from other employees and allow them to enter the employer's place of work, if possible, for the purpose of meeting other employees,

f) allows the employee performing work from home or teleworking access to deepening their qualifications at the same level as a comparable employee who works at the employer's place of work.

(9) An employee performing work from home or teleworking shall immediately inform the employer of technical problems related to the malfunctioning of technical equipment and software, of the malfunctioning of the internet connection or of other similar causes which make it impossible for them to carry out work.

(10) An employee engaged in work from home or teleworking shall have the right not to use work equipment used for the performance of work from home or teleworking during their continuous daily rest and continuous rest of the week, unless they are ordered at that time or have agreed to be on standby or do overtime work, during their leave or a holiday during which they are not working, and during obstacles to work. The employer may not consider it a failure to fulfil obligations if the employee refuses to carry out work or to comply with an instruction at a time referred to in the first sentence.

(11) An employee performing work from home or teleworking may not be favoured or restricted compared to a comparable employee working at the employer's place of work.

Section 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.

Section 53

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

(1) An employer may conclude the pre-employment contract with the pupil of a secondary vocational school or vocational training centre on the day the pupil reaches the age of 15, the subject matter of which shall be the employer's commitment to accept the pupil after passing the final examination, the school leaving examination, or the graduate exam, and the student's commitment to become an employer's employee. Probationary period cannot be agreed in this case. The agreed type of work shall correspond to the qualification acquired by the pupil upon the completion of the vocational training or apprenticeship course. The pre-employment contract of shall be concluded with the consent of the legal representative, otherwise it shall be invalid. The employer may refuse to conclude an employment contract only if no suitable work is available for the pupil, as tasks have changed for the reason the pupil does not have a satisfactory health condition or the pupil does not satisfy the success criteria determined by the employer and such criteria were concluded in the pre-employment contract.

(2) The pre-employment contract comprise a commitment by a pupil of the secondary vocational school or vocational training centre that upon completion of a final examination, a school-leaving examination or a graduate examination, the employee shall remain in the employment relationship for a period of up to three years or an employer may request the settlement of costs expended on their vocational training or apprenticeship course. The period of remaining in the employment shall not include the period referred to in Sec.155 paragraph 4.

(3) If an employee concludes the contract within the period they agreed to remain in the employment relationship with an employer, the labour-law relation or similar labour relation with another employer, the employee's obligation pursuant to paragraph 2 shall be transferred to the new employer, who shall be obliged to settle the previous employer a proportionate part of the reasonable costs expended on their preparation for a vocation in the vocational training or apprenticeship course, unless they agree otherwise. The employee shall be obliged to remain in the employment relationship with the new employer for a period corresponding to the costs settled; if the employee does not remain in the employment relationship with the new employer, they shall settle the employer a proportionate part of such costs. While the undertaking pursuant to paragraph 2 remains in force, an employee shall be obliged to notify the employer with whom they concluded an contract pursuant to paragraph 2 of the creation of a labour-law relation or equivalent labour relation with another employer.

(4) The employee shall not be obliged to settle the employer proportionate costs pursuant to paragraphs 2 and 3 if

a) according to a medical opinion they cannot perform the vocation for which they prepared or their hitherto work for the reasons stipulated in Sec. 63 paragraph 1 letter c) or Sec. 69 paragraph 1 letter a),

b) the employer violates obligations towards the employee pursuant to the employment contract or collective agreement, or legal regulations,

c) the employer terminates the employee's employment relationship, except in cases terminating the employee's employment relationship pursuant to Sec. 63 paragraph 1 letter e) and Sec. 68 paragraph 1.

(5) 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

costs is a part corresponding to the unfulfilled period of commitment.

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

a) according to a medical opinion they cannot perform the vocation for which they prepared or their hitherto work for the reasons stipulated in Sec. 63 paragraph 1 letter c) or Sec. 69 paragraph 1 letter a),

b) the preceding employer violates obligations towards the employee pursuant to the employment contract or collective agreement, or legal regulations,

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

d) the employer terminates the employee's employment relationship, except in cases pursuant to Sec. 63 par. 1 letter e) and Sec. 68 par. 1.

e) it is not apparent from the data of the preceding employer in the employment confirmation that the other employer shall be obliged to settle such costs.

Section 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 produce the amendment to an employment contract in writing.

Transfer to different work

Section 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 their ability to perform their previous work or if they can no longer perform such work as a result of an occupational illness or the risk of such an illness, or if they have 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 nursing 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 nursing woman working at night requests a transfer to day 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 shall correspond to the employee's health capacity for work. The employer shall be obliged to take into account the suitability of work for the employee considering their 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.

Section 56

Prior to the conclusion of an agreement on change of working conditions pursuant to Sec. 54 and prior to the transfer of an employee to work of a different type than that as concluded in the employment contract pursuant to Sec. 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 health care provided.

Section 57
Business trip

(1) 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 them on such a business trip.

(2) Employee may only be posted during a temporary assignment to a user employer to a business trip only by the user employer. For the purpose of posting on a business trip pursuant to the first sentence, the user employer is deemed to be the employer of the temporarily assigned employee.

Section 58
Temporary Assignation

(1) The employer or the temporary work agency may agree in writing pursuant to a special regulation with an employee in an employment relationship on their temporary assignation to perform work to a user employer. Temporary assignment cannot be agreed for the performance of work that the appropriate public health authority has assigned to the 4th category pursuant to a special regulation.

(2) Unless the employer or the temporary work agency proves otherwise, temporary assignment

is also the performance of the work by the employee by means of whom the employer or the temporary work agency perform activities for a legal person or a natural person if

a) a legal person or natural person assigns the employee work tasks, organizes, manages and controls their work and gives instructions for such purpose,

b) such activity is performed mainly in the premises of a legal person or natural person and mainly by their work equipment or such activity is mainly performed on the facilities of a legal person or natural person; and

c) it is an activity, which a legal person or natural person has as an object of their activity registered in the relevant register.

(3) The user employer cannot temporarily assign the employee temporarily assigned to him to another user's employer.

(4) In the employment contract concluded between the temporary work agency and the employee, the temporary work agency undertakes to provide the employee with temporary performance of work for the user employer and to agree on the conditions of employment.

(5) The written temporary assignment agreement concluded between the employer and the employee shall include, in particular, the name and registered office of the user employer, the date on which the temporary assignment is to be made and the time for which the temporary assignment was agreed, the type of work and the place of performance, the wage conditions and conditions for unilateral termination prior to the expiration of the temporary assignment. These requirements shall also include the employment contract concluded between the temporary work agency and the employee provided such employment contract is concluded for a fixed period. The temporary work agency, which concludes the employment with the employee for a fixed period, shall determine the duration of such employment relationship by the date of the termination thereof; this shall not apply to temporary assignment for the reason stated in Sec. 48 par. 4 letter a).

(6) The temporary assignation may be agreed at most to 24 months. The temporary assignation of an employee to the same user employer may be extended or renegotiated within 24 months for a maximum of four times; this shall also apply to the temporary assignment of an employee by another employer or other temporary work agency to the same user employer. Renegotiation of temporary assignation is the assignment in which the employee is temporarily assigned to the same user employer prior to the expiration of six months after the end of the previous temporary assignment and in case it is a temporary assignment for the reason stated in Sec. 48 par. 4 letter b) or c), prior to the expiry of the four months following the end of the previous temporary assignment. The provisions of the first sentence and the second sentence shall not apply to the temporary assignment for the reason stated in Sec.48 par. 4 letter a).

(7) If an employee is temporarily assigned in violation of paragraph 6 by the first sentence or the second sentence, the employment relationship between the employee and the employer or the temporary work agency shall be terminated and the employment relationship for an indefinite period of time between the employee and the user's employer shall be created. The user employer is obliged to issue to the employee, in writing within five working days from the date of commencement of the employment relationship, the written notice of its creation; the employee's working conditions shall be adequately governed by a temporary assignment agreement or an employment contract pursuant to paragraph 5.

(8) A user employer, to whom an employee has been assigned, assigns an employee on behalf of an employer or temporary work agency during the temporary assignment work tasks, organizes,

manages and controls their work, gives instructions for that purpose, creates favourable working conditions and ensures occupational health and safety as well as to other employees. Executive employees of a user employer may not conduct legal acts against the temporary assigned employee on behalf of an employer or a temporary work agency.

(9) While temporarily assigned, the employee shall be provided with wage, wage compensation and travel allowances by the employer who has temporarily assigned the employee, or the temporary work agency, unless otherwise provided in this Act or a specific regulation. Working conditions, including wage conditions and the conditions of employing the temporarily assigned employees shall be at least as favourable as those of a comparable employer of the user.

(10) Where an employer or temporary work agency has not paid to a temporarily assigned employee a wage at least as favourable as that of a comparable employee of the user's employer, they shall, within 15 days of the pay period agreed between the employer or the temporary work agency and the temporarily assigned employee, provide them with that wage or the difference between the wage of a comparable employee of the user employer and the wage paid by the employer or the temporary work agency, the user's employer after wage deductions pursuant to Sec. 131; for such purposes, the user employer is considered to be the employer of the temporarily assigned employee. The user employer is obliged to inform the employer or the temporary work agency about the amount of paid wages pursuant the first sentence. The obligation pursuant the first sentence and the second sentence also applies to a user employer to whom an employee is posted to work by an employer or a temporary work agency from the territory of another Member State of the European Union to the territory of the Slovak Republic.

(11) The terms and conditions of work and employment are:

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

b) wage conditions,

c) occupational health and safety,

d) compensation in respect of accidents at work or occupational diseases,

e) compensation in insolvency and protection of claims of temporarily assigned employees,

f) protection of pregnant women, mothers up to the end of the ninth month after giving birth, nursing women, women and men who care for children and adolescents,

g) the right to collective bargaining,

h) dietary conditions.

(12) If an employer who has temporarily assigned an employee or a temporary work agency pay the employee damages incurred to him in the performance of a work tasks or directly related to him in the user's employer, they shall be entitled to a refund against that user employer unless agreed otherwise.

(13) The temporary assignment shall cease to exist upon the lapse of time agreed thereon. Prior to the lapse of such time, the temporary assignment shall be terminated by the agreement of the parties to the employment relationship or the unilateral termination of the parties on the basis of the agreed conditions.

(14) The user employer provides the employer and the temporary work agency with information on the working conditions and employment conditions of a comparable employee in the user's

employer.

(15) The user employer, to whom the employee has been assigned by the temporary work agency,

a) shall inform the temporarily assigned employee of all their vacancies so that they shall be given the same opportunity as other employees to obtain permanent employment,

b) shall provide temporarily assigned employees with access to their social services, under the same conditions as their employees, unless prevented by objective reasons,

c) shall allow temporarily assigned employees to access the education as well as their employees,

d) shall provide employee representatives with information on the utilization of temporary employees in the context of information on their employment situation.

(16) The user's employer is required to keep a record of temporarily assigned employees, which includes the employee's identification data, employer or temporary work agency identification data which temporarily assigned them the employee and the date of commencement and termination of the temporary assignment.

(17) Temporary employees shall be included for the purpose of election of employee representatives pursuant to Sec. 233 par. 2 and 3.

Section 58a

(1) The employer or a temporary work agency may agree with the user employer on the temporary assignment of an employee in an employment relationship for the performance of work. The employer may agree on a temporary assignment of an employee in an employment relationship relation with the user employer only where there are objective operational reasons for such assignment, and this not later than three months after the date of the commencement of an employment relationship.

(2) The temporary assignment agreement concluded between the employer or the temporary work agency and the user employer shall 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 shall perform, including estimated health and psychological requirements for the work or other requirements pursuant to special legislation if required for this work,

c) the period for which the temporary assignment has been concluded,

d) the location where the work is to be performed

e) the date from which the assigned employee shall perform work for the using employer,

f) working conditions including wage conditions and employment conditions for temporarily assigned employees, which shall be at least as favourable as those for a comparable employee of the user employer,

g) the conditions under which the employee or the user 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 work agency the permission to perform the activities of a temporary work agency.

(3) The temporary assignment agreement concluded between the employer or the temporary

work agency and the user employer shall be concluded in writing otherwise it shall be invalid.

(4) The employer or the temporary work agency is obliged, upon request, to provide the user employer with the necessary information to enable the user employer to check whether the employer or the temporary work agency complies with the obligation pursuant to Sec. 58 par. 9, second sentence, in relation to the wage conditions of employees who have been temporarily assigned to them, and for the user employer to be able to fulfil the obligation pursuant to Sec. 58 par. 10 of the first sentence. The employer or the temporary work agency shall provide the user employer with the personal data of the temporarily assigned employees to the extent necessary to achieve the purpose referred to in the first sentence.

Section 58b

Provisions of the employment contract or agreement pursuant to Sec.58a forbidding the conclusion of an employment relationship between a user employer and the employee after their assignation by a temporary work agency or by an employer, or preventing the conclusions of such contracts or agreements, shall be invalid.

Termination of employment relationship

Section 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, in which

a) his residency within the territory of the Slovak Republic is due to terminate pursuant to an executable decision on the revocation of residence permit,

b) a judgement imposing the sentence of expulsion from the territory of the Slovak Republic on such person shall enter into force,

c) the period for which the residence permit on the territory of the Slovak Republic was issued expired,

d) the period for which the work permit was granted expired,

e) the work permit was withdrawn.

(4) An employment relationship shall terminate upon the death of the employee.

(5) The employment relationship also expires on the basis of the Act pursuant to Section 58 par. 7.

Section 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) The agreement on termination of employment relationship shall be concluded in writing by the employer and the employee. The agreement must state the reasons for termination of employment if the employee so requests or if the employment relationship has terminated by agreement for the reasons set out in Section 63 par. 1(a) to (c) and (f).

(3) The employer shall issue the employee with one copy of the agreement on termination of employment relationship.

Section 61
Notice

(1) An employment relationship may be terminated by giving notice on the part of the employer or employee. Notice shall 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 shall be defined in the notice in terms of facts so that it may not be confused with a different reason, or the notice shall otherwise be invalid. The reason for giving notice may not be subsequently amended.

(3) Where the employer gives notice to an employee by virtue of Sec. 63, paragraph 1, letter b), they 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 their consent. Revocation of notice and the consent to its revocation shall be produced in writing.

Section 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 at least one month, unless this Act stipulates otherwise.

(3) The notice period for an employee who is given notice for the reasons stated in Sec.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 their ability to perform their present work, shall be at least

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 at least 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 period employment relationships concluded with the same employer which consequently followed each other.

(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 at least 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 up to a maximum of the product of the employee's average monthly earnings and the length of the notice period if they agree on such monetary compensation in the employment contract; an agreement on monetary compensation shall be done in writing otherwise it shall be invalid.

Section 63
Notice given by employer

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

a) if the employer or part thereof
   1. is wound up or
   2. is relocated and the employee does not agree with the change in the agreed location for performance of work,

b) the employee becomes redundant by virtue of a written decision of the employer or the competent authority on the modification of their work tasks, technical equipment or reduction of the number of employees to ensure work efficiency or on other organizational changes and the employer who is a temporary work agency, even if the employee becomes redundant for the termination of the temporary assignment pursuant to Sec. 58 prior to the expiry of the period for which the fixed period employment relationship was agreed for,

c) an employee, with regard to the health condition in accordance with the medical opinion, lost their long-term ability to perform their previous work or if they can no longer perform such work as a result of an occupational disease or the risk of such an disease, or if they have already received the maximum permitted level of exposure in the work place as determined by a decision of a competent public health body,

d) employee
   1. fails to meet the preconditions stipulated by legal regulations for the performance of the agreed work,
   2. ceases to fulfil the requirements pursuant to Sec.42 par. 2,
   3. fails to fulfil due to no fault of the employer, the requirements for the proper performance of the agreed work determined by the employer in internal regulations, or
   4. fails to satisfactorily fulfil the work tasks, and the employer has in the preceding six 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 them, 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, they have been cautioned in writing within the previous six months as to the possibility of notice.

(2) The employer may give notice to the employee, unless it is a termination due to the redundancy of the employee with regard to the termination of the temporary assignment pursuant to Section 58 prior to the expiry of the period for which the employment relationship for a definite period was agreed, for the unsatisfactory performance of their duties, for a minor breach of professional discipline or for which the employment relationship can be terminated immediately, or for termination pursuant to paragraph 1(f), only if

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 them 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 for the performance of the employer's duty under paragraph 2 may be agreed in a collective agreement.

(4) An employer, due to breach of labour discipline or for the reason of 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 for breaching the 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, they shall be obliged to acquaint the employee with the reason for such and enable him to give their statement on this.

Prohibition of notice

Section 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 their demobilisation; this shall also apply with regard to the performance of

alternative service pursuant to special regulations,

c) within the period when the employee is released for the purpose of conducting voluntary military training, regular training or performing the tasks of the armed forces of the Slovak Republic (hereinafter referred to as the "Armed Forces") pursuant to a special regulation,

d) within the period of a female employee's pregnancy, when a female employee is on maternity leave, when 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,

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

f) within the period when, by virtue of a medical opinion, an employee working at night is acknowledged temporarily unfit for 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 they do 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

1. in Sec. 63 paragraph 1 letter a) point 1,
2. in Sec. 63 paragraph 1 letter a) point 2 in a period when a lone employee takes care of a child under three years of age and in a period when an employee working at night is acknowledged according to a medical opinion to be unfit to work at night,

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 (Sec.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 (Sec.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 they have lost by their own fault the preconditions for the performance of the agreed work pursuant to a special law.

Section 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 them to retirement pension or for reasons as stipulated in Sec. 63, par. 1, letters a) and e).

Section 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

Section 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 grave 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 they became acquainted with the reason for immediate termination, however by the maximum of one year from the day such reason occurred. The provisions of Sec. 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 taking care of 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 an female employee on maternity leave and male employee on parental leave (Sec.166, paragraph 1), for reasons stipulated in paragraph 1.

Section 69

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

a) according to a medical opinion, they are unable to keep performing work without serious threat to their health and the employer has not transferred them to other work appropriate to them within 15 days from the submission of such opinion,
b) employer has failed to pay them 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) their life or health is directly threatened.

(2) An adolescent employee may also immediately terminate an employment relationship if they are incapable to perform work without jeopardising their morals.

(3) An employee may immediately terminate an employment relationship only within a term of one month from the day they 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 in the amount of their average monthly earnings for a two-month notice period.

Section 70

An employer and an employee shall 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.

Section 71
Termination of employment relationship concluded for a fixed period

(1) An employment relationship concluded for a fixed period shall terminate upon expiry of the 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 Sec.59.

Section 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 nursing 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.

Section 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 Sec.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 employees of the total number of employees of an employer who employs at least 100 and less than 300 employees,

c) of at least 30 employees of an employer who employs at least 300 employees.

(2) With a view to reach 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 made redundant

(3) The employer shall at the same time deliver a copy of the written information specified in paragraph 2 together with the names, surnames and addresses of permanent residence of the employees whose employment relationship it intends to terminate to the office of labour, social affairs and family for the purposes of finding a solution to the problems associated with the collective redundancy pursuant paragraph 7.

(4) Subsequent to negotiations on collective redundancies with the employees' representatives, the employer shall be obliged to deliver 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 Sec.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, letter a).

(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 on objective grounds; 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 their average monthly earnings pursuant to Sec. 134.

(9) The provisions of paragraphs 1 to 8 shall not apply to termination of an employment relationship concluded for fixed period of time upon expiry of such period.

(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 fulfil 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 Sec. 241a paragraph 3.

(13) Where collective redundancies concern crew members of a seagoing ship, the employer shall

comply with the obligations stipulated in paragraph 3 and paragraph 4 letter a) to the competent body of the State, the state flag of which the ship sails under.

(14) For collective redundancies, the employer's organizational unit, which has the status of a branch entered in the business register pursuant to a special regulation, is considered to be a part of the employer.

Section 74
Participation of employees' representatives at the termination of employment relationship

Termination of employment relationship by the employer with notice or with immediate termination of employment relationship shall be negotiated in advance between the employer and employees' representatives, otherwise the termination of employment relationship with notice or with immediate termination of employment relationship shall be invalid. An employees' representative is obligated to negotiate on notice given by the employer within seven working days of the date of delivery of the employer's written request and immediate termination of employment relationship within two working days of the delivery of the employer's written request. If negotiation does not take place within the stated period, negotiation shall be deemed to have taken place.

Section 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, their qualifications, aptitudes, and other matters related to the performance of work are deemed employment evaluation. An employee shall have the right to look into their 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 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 graduate exam pursuant to Sec. 53 Par. 2 including the information on the termination of this period,

e) information concerning the provision of a discharge benefit pursuant to Sec. 76a; if the discharge benefit has been paid additionally, the employer shall issue a new confirmation on the employment to the employee.

(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.

Section 76
Severance allowance

(1) An employee with whom the employer terminates its employment by termination for the reasons set out in Section 63 par. 1(a), (b) or (f) or because the employee has suffered a long-term loss of their fitness to perform their previous work due to their state of health, the severance allowance at the end of the employment relationship shall be at least ...their average monthly earnings, if the employee's employment relationship lasted at least two years and less than five years,

a) two times their average monthly earnings, if the employee's employment relationship lasted at least five years and less than ten years,

b) three times their average monthly earnings, if the employee's employment relationship lasted at least ten years and less than twenty years,

c) four times their average monthly earnings, if the employee's employment relationship lasted at least twenty years

(2) If employment relationship is terminated by agreement for the reasons set out in Section 63 par. 1(a), (b) or (f) or because the employee has suffered a long-term loss of their fitness to perform their previous work due to their state of health, the severance allowance at the end of the employment relationship shall be at least ...their average monthly earnings, if the employee's employment relationship lasted less than two years,

a) two times their average monthly earnings, if the employee's employment relationship lasted at least two years and less than five years,,

b) three times their average monthly earnings, if the employee's employment relationship lasted at least five years and less than ten years,

c) four times their average monthly earnings, if the employee's employment relationship lasted at least ten years and less than twenty years,

d) five times their average monthly earnings, if the employee's employment relationship lasted at least twenty years.

(3) If an employer terminates an employee's employment relationship by notice or by agreement on the reasons that the employee must no longer perform their 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 their monthly earnings; this shall not apply if an occupational accident was caused by the employee breaching, through their 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.

(4) 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.

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

(6) 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.

(7) An employer may pay an employee a severance allowance in other cases besides those stipulated in paragraphs 1 and 2.

Section 76a
Discharge benefit

(1) On the first termination of employment relationship after becoming entitled to a retirement pension or an invalidity pension where the reduction in the ability to perform earning activity is greater than 70%, an employee shall be entitled to discharge benefit equal to at least the amount of their monthly earnings if they apply for one of the above pensions before the termination of employment relationship or within ten working days of the termination thereof.

(2) An employee shall be entitled to discharge benefit at termination of employment relationship equal to at least the amount of their average monthly earnings if they are granted an early retirement pension based on an application submitted before the termination of employment relationship or within ten days after termination of employment relationship.

(3) An employee shall receive discharge benefit from one employer only.

(4) An employer shall not be obliged to pay an employee discharge benefit if the employment relationship was terminated pursuant to Sec. 68 par. 1.

Claims from invalid termination of employment relationship

Section 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.

Section 78

(1) If an employee gives an invalid notice, or if they terminate an employment relationship in an invalid manner immediately or during a probationary period, and the employer declare their insistence that the employee keep performing work, their 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 them reparation of consequent damages arising thereof from the day the employer notified the employee of their 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 them, 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 in the 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 stipulated in paragraph 3.

Section 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 they insists on keeping employment with the employer, their employment relationship shall not terminate, with the exception of a court decision that it cannot be justly required from 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 they announced to the employer that they insists on keeping employment, to such time for which the employer enables them to keep working, or until a court rules on termination of the employment relationship.

(2) If the overall time for which an employee should receive wage compensation is greater than 12 months, a court may, at the request of the employer, reduce the employer's obligation to pay wage compensation for the period in excess of 12 months by a proportionate amount or may decide not to award the employee any wage compensation for the period in excess of 12 months. Wage compensation shall be awarded for a period of no more than 36 months.

(3) The provision of paragraph 2 does not apply to the notifier of crime or other antisocial activity if the employment relationship has ended when providing protection pursuant to a special regulation.

(4) 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 has been given upon expiry of the term of notice,

b) the employment relationship was terminated in an invalid manner in the probationary period, on the day when the employment relationship was due to terminate.

(5) In cases stipulated in paragraph 4, letter b), an employee shall be entitled to wage compensation in the amount of average monthly earnings pursuant to Sec. 134 for a two-month

notice period.

Section 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.

Section 81
Fundamental obligations of an employee

Employee shall mainly be obliged to work responsibly and properly, and to follow the instructions of superiors issued pursuant to legal regulations; a superior includes also the superior civil servant pursuant to special regulations,

a) 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,

b) to adhere to legal regulations and other regulations relating to the work they perform, if they were properly acquainted thereof,

c) in the period in which, pursuant to special regulation, they have the right to wage compensation during temporary inability to work, to maintain the treatment determined by an examining physician,

d) to properly manage the resources entrusted to them 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,

e) to maintain confidentiality over matters that they became acquainted with in the course of employment, and which, in the interests of the employer may not be disclosed to other persons; the confidentiality duty shall not relate to the notification on criminal activity or other anti-social activity.

f) to notify the employer in writing without unnecessary delay of all changes affecting their employment relationship and relating to their persons, 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.

Section 82
Fundamental obligations of executive employees

Executive employee apart from the obligations stipulated in Sec.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 Sec.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.

Section 83
Performance of another earning activity

(1) An employee may perform alongside their employment another earning activity that has the character of competition with their employer's activity only with the prior written consent of the employer. If the employer does not respond within 15 days of delivery of the employee's request, the employer shall be deemed to have granted consent.

(2) An employer may withdraw consent granted under paragraph 1 if there are serious reasons to do so; the employer shall specify such reasons in a written statement withdrawing consent. If the employer withdraws consent pursuant to the first sentence, the employee shall terminate the other earning activity without undue delay in the manner stipulated by law.

(3) The employer's consent pursuant to paragraph 1 is not required for the performance of scientific and pedagogical activities, journalism, tutoring, lecturing and literary and artistic activity.

Section 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 their employment relationship, the employee shall 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 their 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 pursuant to 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 pursuant to paragraph 1. The monetary compensation shall be payable on the pay date determined 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 they breach an obligation under paragraph 1. The amount of monetary compensation shall 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 counter party 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 therm monetary compensation within 15 days of the compensation becoming due; the obligation shall expire on the date when notice is delivered to the other contractual party.

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

Section 84
Code of Conduct

(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 pursuant to special conditions of the employer.

(3) Work rules shall be binding for the employer and for all their 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 shall be acquainted with the code of conduct. The code of conduct shall be accessible to all employees.

PART THREE
WORKING TIME AND REST PERIODS

Section 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 they regularly perform work alternately on both shifts of a two-shift operation, shall have maximum working time of 38 and 3/4 hours per week, and on all shifts of a three-shift operation or a continuous operation, maximum working time of 37 and 1/2 hours per week.

(6) In the case an employee who works with proven chemical carcinogens in working processes or 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 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 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. Working time that an employee is obliged to work in a given week after the distribution of the determined weekly working time shall be the set weekly working time.

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

Section 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 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 shall be 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 records on employees, whose working time is agreed in this way and submit these records to relevant Labour Inspectorate or to the relevant supervisory body for safety and protection of health at work, if they ask for such records.

(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 written notification to the employer.

Section 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 at most, 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

Section 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) In a collective agreement or after agreement with employees' representatives, an employer may distribute working time unevenly in individual weeks for a period longer than four months, at most for a period of 12 months, if the work requirements of the employer's activities vary in the course of the year. The agreement cannot be replaced by a decision of the employer The average weekly working time during this period may not exceed the prescribed weekly working time. Working hours may also be allocated for certain organizational 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.

Section 87a
Working time account

(1) A working time account is a method for the uneven distribution of working time that an employer can implement only based on a collective agreement or after agreement with employees' representatives. The agreement on the implementation of a working time account shall be done in writing. The agreement cannot be replaced by a decision of the employer The implementation of a working time account for an employee falling under Sec. 87 paragraph 3 requires the agreement of the employee.

(2) The collective agreement or the agreement with employees' representatives shall include agreement on the balancing period of the working time account over which the difference between an employee's determined weekly working time and actual time worked shall be balanced; the balancing period shall not exceed 30 months.

(3) When a working time account is implemented, an employer can schedule working time so that when there is a greater need for work an employee works more hours than their established weekly working time (positive side of their working time account) and when there is less need for work the employee works fewer hours than their established weekly working time or may not work at all (negative side of their working time account). Average weekly working time including the positive side of the working time account and overtime work shall not exceed 48 hours over a period of at most 12 months.

(4) An employer is obliged to pay an employee the basic wage component corresponding to the employee's determined weekly working time. The payment of a basic wage component shall not affect the employer's obligation to pay other wage components if such an obligation is laid down by this Act, special regulations, the employment contract or the collective agreement.

(5) If an employer implements a working time account, the employer shall keep records of the difference between each employee's determined weekly working time and their actual time worked, and the difference between the actual basic wage component paid pursuant to paragraph 3 and the basic wage component that the employee would be entitled to for time actually worked.

(6) If at the date of termination of employment relationship or the end of the balancing period, a lower basic wage component has been paid than the employee was entitled to for time worked, the employer shall be obliged to pay the employee the difference; Sec.129 paragraph 3 shall be applied accordingly.

(7) If at the date of termination of employment relationship or the end of the balancing period, an employee has not worked the full working time for which the employer has paid them the basic wage component, the employer shall be entitled to repayment of the basic wage component provided in excess of the working time worked only if the employee's employment relationship is terminated pursuant to Sec. 63 par. 1 letters d) and e) or Sec.68 par. 1; the employer may claim this right in court at most two months from the date of termination of employment relationship.

(8) When a working time account is implemented, work performed above the determined weekly working time and outside the schedule of shifts resulting from the working time account shall be deemed overtime work.

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

Flexible working time

Section 88

(1) Flexible working time is a method for the even or uneven distribution of working time that an employer may introduce by collective agreement or upon 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 their employer.

(5) A flexible working period may 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.

Section 89

(1) Flexible working time shall not apply on a day on which the employee is on a business trip. To this end, the employer shall determine the fixed start and end of the work shift.

(2) The provision of paragraph 1 shall not apply where the business trip interferes exclusively with basic working hours or if the employer and the employee agree otherwise. The employer

may, in agreement with the employees' representatives, determine other cases in which the provision of paragraph 1 shall not apply.

Section 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 shall allow an employee, on their 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.

Section 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 in the 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 the extension thereof.

(3) The employer shall be obliged to announce such breaks for rest and eating to employees, in the manner stipulated in Sec. 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; this shall not apply to breaks for rest or eating that provide adequate time for rest and eating without interruption in the employee's work.

(6) A break provided in order to ensure employees' occupational safety and health shall be calculated in working time.

Section 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, in the provision of a universal postal service, 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, they are 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, they shall also be granted wage compensation in the amount of their average earnings.

Section 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 shall 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 pursuant to 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 the work and the 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 upon agreement with employee representatives or, if there are no employee representatives in the workplace, agreement with the employee so that the employee has at least 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

Section 94

(1) Rest days are days for which an employee's continuous rest falls during a week and holidays, unless a special regulation provides otherwise.

(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 their 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, 6. January, Good Friday, Easter Sunday, Easter Monday, May 1, May 8, July 5, August 29, September 1, September 15, November 1, November 17, December 24, after 12.00, 25 December and 26 December, the employee cannot be ordered nor the work that is the sale of goods to the final consumer, including any related work (hereinafter referred to as "retail") cannot be negotiated with the employee, except for the retail sale according to Annex no. 1 a; the provisions of par. 3 letter f) and paragraph 4 shall not apply in such cases.

Section 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 as the first morning shift, and ends after 24 hours from its commencement.

Section 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 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 agreement, the employee is deemed to be perform work standby. The employer may order or the employee agrees with them regarding the work standby outside the workplace also for a period through which the employee does not work because it is a holiday for which they shall be entitled with a wage compensation or their monthly wage shall not be reduced pursuant to the conditions stipulated by Sec. 94; the provision Sec. 122 Par. 3 shall not be thereby affected.

(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 pursuant to a special 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 each hour of inactive part of the standby time outside the workplace, the employee is compensated at least EUR 0.72.

(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.

Section 96a
Work standby where flexible working time is implemented

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

Section 96b
Compensation for lost time

The employer may agree in the collective agreement or an agreement with employees' representatives that for time for work-related travel outside the scope of work shift schedules that is not overtime work or work standby an employee shall be entitled to agreed monetary compensation or substitute time-off from work with wage compensation equal to the employee's average earnings.

Section 97
Overtime work

(1) Overtime work is work performed by an employee by order of the employer or with their 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 their 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 their employer or with their 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 them upon their 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 or agree with the employee 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 Sec. 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. An employee working in a medical profession pursuant to special regulation can, after agreement with employees' representatives, be charged to perform up to 100 additional hours of overtime work per calendar year beyond the limit stipulated in the first sentence.

(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 pursuant to special regulations,

b) extraordinary events pursuant to a special regulation where there is a risk to life, health or of damage on a large scale pursuant 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.

(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 risky works for the reason of managing secure and fluent production process after previous agreement of the representatives of employees.

(12) 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.

Section 98
Night work

(1) Night work shall be work performed within the time period between 22:00 and 06:00 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 their health capacity 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 nursing 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 request so.

(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.

Section 99
Documentation

The employer is obliged to keep records of working time, overtime, night work, active part and inactive part of the employee's working time so that the commencement and the end of the time period in which the employee performed work or ordered, or agreed standby time was recorded. During a temporary assignment, the employer keeps records pursuant to the first sentence at the place of work of the assigned temporary employee.

Section 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

Section 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 their shift; parts of shifts worked over various days shall not be summed up.

Section 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.

Section 103
Basic scope of paid holiday

(1) The basic scope of paid holiday shall be at least four weeks.

(2) The paid leave entitlement of an employee who will be aged at least 33 at the end of the relevant calendar year and an employee who permanently cares for a child shall be at least five weeks. An employee who commences or ceases to care permanently for a child during a calendar year shall be entitled to an increase in their annual leave referred to in the first sentence in excess of the basic amount of leave referred to in paragraph 1 on a pro rata basis, determined as a proportion of the number of days of permanent childcare in the relevant calendar year and the number of days of the calendar year.

(3) The following professions will be entitled to at least eight weeks of holiday in a calendar year:

a) pedagogical employee and employee-specialist under special regulations,

b) university teacher,

c) researcher and artist employed by a public university or a state university;

d) employee with at least second-level university degree performing research and pedagogical activities or scientific activities, research activities and development activities in a research centre of the Slovak Academy of Sciences, a public research institute or a research organisation established by a central state administration authority and funded from the state budget or subsidized by the state.

Section 104

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

Section 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 pursuant to the stipulated weekly working time for the employee and the employee shall be deemed to work a five-day working week.

Section 105
Paid holiday for days worked

An employee who is not entitled to annual paid holiday nor proportionate part thereof, as they have 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

Section 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, they 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 they are 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) Types of work which are particularly difficult or harmful and the workplaces and areas where such works are carried out will be set out by a generally binding legal regulation issued by the Ministry of Labour, Social Affairs and Family of the Slovak Republic (hereinafter referred to as the "Ministry of Labour") in agreement with the Ministry of Health of the Slovak Republic and the Ministry of Foreign and European Affairs of the Slovak Republic.

Section 107

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

Section 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 Sec.166 par. 2,

c) long term leave for the performance of a public function or a trade union function pursuant to Sec.136 par. 2,

d) substantive personal obstacles to work falling under Sec.141 par. 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 Sec.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 shall 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 missed. 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 them was halted only due to the fact that they were not criminally accountable for the committed crime, or if they were 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

Section 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.

Section 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 their 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 shall determine employees the drawing of at least four weeks paid holiday per calendar year if they have a paid holiday entitlement, and if obstacles to work on the part of the employee do not prevent the granting of paid holiday.

(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 shall 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 their consent.

Section 112

(1) An employer shall be obliged to reimburse an employee for costs that arose to them through no fault of their own as a result of the employer changing the employee's draw of paid holiday, or due to calling them 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 their 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 them, 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 their paid holiday, the employer shall be obliged to determine time-off for the employee on a different day.

Section 113

(1) An employer may determine an employee's drawing of paid holiday even if an employee has not yet become eligible to claim paid holiday, 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 their paid holiday in a given year because their employer does not determine its drawing, or because of obstacles to work on the part 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. If the employer does not determine drawing of paid holiday by 30 June of the following calendar year such that the employee shall draw the paid holiday

by the end of this calendar year, the employee may determine when paid holiday will be drawn. The employee shall notify the employer of drawing paid holiday in writing at least 30 days in advance; this period may be reduced with the consent of the employer.

(3) If an employee is unable to draw all their paid holiday due to the drawing of maternity leave or parental leave even by the end of the following calendar year, their 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 their paid holiday because there are deemed to be temporarily incapable for work by the end of the following calendar year as a result of disease or an accident, their 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 their paid holiday because of long-term leave to perform a public function or trade union function, their employer shall provide the undrawn part of the holidays after the end of the public function or trade union function.

Section 114

If an employee during the course of their paid holiday takes up service in the armed forces, or if they were 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 (Sec.166, par. 1).

Section 115

If an employee was temporarily assigned to perform work for a different user employer, they shall be provided with paid holiday by such employer. If an employee does not draw paid holiday prior to termination of the period of temporary assignment, the employer who temporarily assigned the employee shall provide them with it.

Section 116

(1) Employees shall be entitled to wage compensation in the amount of their average earnings for the period of drawn paid holiday.

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

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

Section 117

An employee shall be obliged to return wage compensation paid to them for paid holiday or part thereof, to which they lost entitlement or to which they were not entitled.

PART FOUR

WAGE AND AVERAGE EARNING

Wage

Section 118

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

(2) Salary shall be a pecuniary performance or a performance of monetary value (salary in kind) provided by an employer to an employee for work. In particular, wage compensation, severance allowance, discharge benefit, meal allowance pursuant to Section 152 par. 3 and 8, travel expenses, including non-claim travel expenses, social fund contributions, supplementary pension contributions, employee life insurance contributions, income from capital shares or bonds, tax bonus, income compensation in case of temporary incapacity of an employee, supplements to sickness benefits, standby compensation, monetary compensation pursuant to Section 83a par. 4 and other performances provided to the employee in connection with employment under this Act, special regulations, collective agreement or employment contract which is not of a salary nature, shall not be considered salary. Further performance provided by the employer to the employee on after-tax profits is also not considered to be a salary.

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

(4) A financial performance that the employer may provide to an employee shall be deemed to include also a wage for work on the occasion of

a) the period of summer holidays,

b) Christmas holidays.

Section 119

(1) Wages may not be lower than the minimum wage under a 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 agreement. For members of cooperatives in which employment relations are a condition of membership pursuant to its statutes, wage conditions may be arranged by resolution of a members' meeting.

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

Section 119a
Wage for equal work and for work of equal value

(1) Wage conditions shall 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 pursuant 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 performed 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 employer implements a system of job evaluation, the evaluation shall 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 perform equal work or work of equal value.

Section 120
Minimum wage claims

(1) If employee remuneration is not set by collective agreement, the employer shall 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 wage 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 wage for the inactive part of work standby in the workplace (Sec. 96 Par.3), wage for overtime work (Sec. 121), wage surcharge for work on a public holiday (Sec. 122), wage surcharge for work on Saturday (Sec. 122a), wage surcharge for work on Sunday (Sec. 122b), wage surcharge for night work (Sec. 123) and wage compensation for difficult working conditions (Sec. 124). The number of hours worked shall not include overtime work and the inactive part of work standby in the workplace.

(3) A job pursuant to paragraph 1 is a set of working activities that an employee performs pursuant to the type of work agreed in their employment agreement. The employer pursuant to paragraph 1 shall assign each job to a degree in accordance with the characteristics of degrees of difficulty of jobs given in Annex 1 1, based on the most difficult activities that the employee is required to perform in the type of work agreed in the employment agreement.

(4) The amount of the minimum wage claim of an employee with monthly salary for the relevant grade for the calendar year concerned shall be the sum of the difference between the amount of the monthly minimum wage fixed for the calendar year in question and the amount of the monthly minimum wage fixed for 2020 and the multiplication of the monthly minimum wage fixed for 2020 and the minimum wage coefficient. The amount of the minimum wage claim for the relevant grade for the relevant calendar year for each hour worked by the employee with a fixed weekly working time of 40 hours shall be 1/174 of the amount of the minimum wage claim referred to in the first sentence.

Degree	Minimum wage index
1.	1.0
2.	1.2
3.	1.4

4.	1.6
5.	1.8
6.	2.0

(5) When the weekly working time is set according to Section 85 for less than 40 hours, the amounts of minimum wage claims laid down in euro per hour shall increase proportionately.

(6) For an employee on a monthly salary who has not worked a specified weekly working time in a month or has an agreed shorter weekly working time, the amount of the minimum wage claim set out in euro per month shall be reduced in proportion to the time worked in the month.

(7) The amount of the minimum wage claim established pursuant to paragraph 4 in euro per hour and the amount of the minimum wage claim in euro per hour increased pursuant to paragraph 5 shall be rounded to three decimal places. The amount of the minimum wage claim established pursuant to paragraph 4 in euro per month and the amount of the minimum wage claim in euro per month reduced pursuant to paragraph 6 shall be rounded to the nearest ten euro cents.

(8) The amounts of minimum wage claims referred to in paragraph 4 for the relevant calendar year rounded up pursuant to paragraph 7 shall be announced in the Collection of Laws of the Slovak Republic. Publication of the notice referred to in the first sentence shall be requested by the Ministry of Labour; the notice is published in the Collection of Laws of the Slovak Republic no later than on 1 November of the calendar year preceding the respective calendar year.

Section 121

Wage for overtime work

(1) An employee shall be entitled to wages earned and a wage surcharge equal to at least 25% of their average earnings for the performance of overtime work. An employee who performs risky work shall be entitled the wages earned and wage surcharge of at least 35% of their average earnings for the performance of overtime work.

(2) An employer 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 or methodological activities, who manages, organizes or co-ordinates complex processes or an extensive set of very complex equipment that the employee's wage shall take into account overtime work up to a limit of 150 hours per calendar year. In such cases the employee shall not be entitled to a wage or 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 for the overtime work should be drawn, the employer shall be obliged to provide the employee with substitute time-off no later than the end of four calendar months following the month in which the overtime work was performed. It can be exceptionally agreed in the collective agreement or employment contract that the wage earned for overtime work shall be accounted only after the substitute time off is drawn for overtime work.

(5) If the employer does not provide the employee with substitute time-off pursuant to paragraph 4, the employee shall be entitled to a wage surcharge pursuant to paragraph 1 and if the procedure has been agreed pursuant to the last sentence of paragraph 4, the employee shall also be entitled to a wage earned for overtime work.

Section 122
Wage and wage compensation for public holiday

(1) For work on a public holiday, an employee shall be entitled to a wage earned and a wage surcharge of at least 100 % of their 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 drawing 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, they 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 following the month in which the work was performed on public holiday or in otherwise agreed period after the performance of work on 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 their average earnings. In the case of an employee who is paid a monthly wage, substitute time-off drawn for work on a public holiday is deemed to be time worked for which the employee is entitled to a wage; such an employee shall not be entitled to wage compensation for drawing time-off for work on a public holiday. It is possible to agree in the collective agreement or the employment contract that the procedure in the fourth sentence shall also apply to employees paid a monthly wage.

(3) An employee who did not work for a reason that a public holiday fell on a normal working day for them shall be entitled to wage compensation in the amount of their 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 their normal working day shall be considered as a working day, for which they shall be entitled to a wage; Such employee shall not be entitled to wage compensation for the public holiday. It is possible to agree in the collective agreement or the employment agreement that the procedure in the first sentence shall also apply to employees paid a monthly wage.

(4) Wage compensation for a public holiday or a wage as pursuant to 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 prescribed by the employer on a public holiday, and eventually, a part of any of such shifts.

(5) An employer and an executive employee may agree upon a wage in the employment agreement 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.

Section 122a
Wage surcharge for work on Saturday

(1) In addition to the wage for each hour worked on Saturdays, the employee shall be paid a wage surcharge of at least EUR 1.79 for work on Saturdays.

(2) A lower amount of the wage surcharge than that provided for in paragraph 1 may be agreed with the employer who, by the nature of the work or the conditions of operation, is required to carry out the work regularly on Saturdays, but at least EUR 1.61, in

a) a collective agreement,

b) an employment contract in the case of an employer who with no trade union and who employed fewer than 20 employees as of 31 December of the previous calendar year.

(3) In the workplaces with night shifts, Saturday shall commence for the purposes of paragraphs 1 and 2 with the hour corresponding to the taking up of the working shift, which takes up pursuant to the work shift schedule as the first morning shift in a working week and shall end with the lapse of 24 hours from its commencement.

(4) It is possible to negotiate a wage with a managing employee in the employment contract with regard to potential work on Saturday. If an agreement pursuant to the first sentence is negotiated, the managing employee shall not be entitled to a wage surcharge pursuant to paragraphs 1 and 2.

Section 122b
Wage surcharge for work on Sunday

(1) In addition to the wage for each hour worked on Sundays, the employee shall be paid a wage surcharge of at least EUR 3.58 for work on Sundays.

(2) A lower amount of the wage surcharge than that provided for in paragraph 1 may be agreed with the employer who, by the nature of the work or the conditions of operation, is required to carry out the work regularly on Sundays, but at least EUR 3.22, in

a) a collective agreement,

b) an employment contract in the case of an employer who with no trade union and who employed fewer than 20 employees as of 31 December of the previous calendar year.

(3) In the workplaces with night shifts, Sunday shall commence for the purposes of paragraphs 1 and 2 with the hour corresponding to the taking up of the working shift, which takes up pursuant to the work shift schedule as the first morning shift in a working week and shall end with the lapse of 24 hours from its commencement

(4) It is possible to negotiate a wage with a managing employee in the employment contract with regard to potential work on Sunday. If an agreement pursuant to the first sentence is negotiated, the managing employee shall not be entitled to a wage surcharge pursuant to paragraphs 1 and 2.

Section 123
Wage surcharge for night work

(1) In addition to the wage for each hour of night work, the employee shall be paid a wage surcharge of at least EUR 1.43 and, in the case of an employee performing risky work, a wage surcharge of at least EUR 1.79.

(2) For an employer who, due to the nature of the work or the conditions of operation, is required to carry out the bulk of the work as night work, a lower amount of the wage surcharge than that provided for in paragraph 1 may be agreed, in the case of an employee not performing

risky work, but at least EUR 1.25, in

a) a collective agreement,

b) an employment contract in the case of an employer who with no trade union and who employed fewer than 20 employees as of 31 December of the previous calendar year.

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

Section 124
Wage compensation for performed work in difficult conditions

(1) Employee shall be entitled to wage compensation for hindered performance of work in difficult conditions when performing the work activities stipulated in paragraph 2, if a competent public health body has placed such activities in the third or fourth category pursuant to a special regulation, and where the intensity of the environmental factors requires that the employee uses personal protective equipment to reduce work risk despite the technical, organisational and relevant protective and preventative measures taken pursuant to special regulations.

(2) Employee shall be entitled to wage compensation pursuant to 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) For each hour of work referred to in paragraph 1, in addition to the salary, the employee shall be compensated for work performed in difficult conditions with at least EUR 0,72.

(4) Wage compensation may also be provided where there are other factors that hinder working conditions for an employee or have a negative effect on an employee in the reduced intensity of factors affecting the working environment stipulated in paragraph 2.

(5) If wage compensation for hindering working conditions is agreed pursuant to paragraph 4, paragraph 3 shall not apply.

Section 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 them pursuant to special regulations, averting extraordinary events or for mitigation of their immediate consequences, and if after the outplacement they attain, in calculation of the number of hours worked, a wage lower than that if performing work pursuant to employment agreement, they shall be entitled to a supplementary pay at least to the level of the average earnings they 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 their hitherto employer has no other suitable work available for them. The supplementary pay shall be provided to the employee by the employer who employs them 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 retirement 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.

Section 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 them.

(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 in force at the time of providing wages in kind.

(4) If within their premises an employer established commercial facilities for the sale of goods or for the provision of services, they 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 their 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.

Section 128
Wage in foreign currency

An employee performing the work abroad pursuant to the employment agreement 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 pursuant 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 pursuant to Sec.130 par. 2 or on another agreed day.

Section 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 agreement.

(2) By request of an employee, a wage due while on paid holiday shall be paid to them prior to commencement of this paid holiday.

(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.

Section 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 work assigned. The wage pursuant to Sec. 118 Par. 4 letter a) shall be paid in the month of June of a relevant calendar year and the wage pursuant to Sec. 118 Par. 4 letter b) shall be paid in the month of December of a respective calendar year.

(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 agreement. If an employee is unable to appear for payment of wages for substantive reasons or if they work at a remote workplace, the employer shall forward them their wage such that they receive payment of wages on the day determined for the payment, or on the nearest subsequent working day at the latest, this at their own cost and at their 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 on the balance of the employee's working time account, if the employer applies working time accounts, 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, retirement insurance premiums, invalidity insurance premiums, unemployment insurance premiums, guarantee insurance premiums, accident insurance premiums and solidarity reserve fund

insurance premiums, and contributions to the retirement pension saving, paid by the employer. On request of an employee, the employer shall present them such documentation for their inspection upon which the calculation of wages was based.

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

(7) An employer shall not be entitled to restrict an employee in any way from freely disposing with their paid wage.

(8) An employer shall be obliged, after deductions are made pursuant to Sec. 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

Section 131

(1) The employer shall make deductions from the wage 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 pursuant 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 the wage only the following:

a) advance payments of wages, which the employee shall 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 pursuant to a special regulation,
e) unused advance payments for travel expenses,
f) wage compensation for temporary incapacity for work (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) compensation for salary pursuant to Section 142 par. 5 or part thereof to which the employee was not entitled,

i) severance allowance or part thereof that the employee is required to return pursuant to Sec.76 par. 4.

(3) Employer may only make other deductions from the wage beyond those listed in paragraphs 1 and 2 based on a written agreement with the employee on deductions from the wage or if a special regulation requires the employer to make deductions from the wage or other earnings of the employee.

(4) Wage deductions pursuant to paragraphs 1 and 2 and deductions from wages pursuant to Sec.20 par.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 (penalties) and also settlements levied by executable decisions of competent authorities and with overpayments from social security benefits, the order of deductions shall be governed pursuant 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 return because the conditions for their admission were not discharged, the order of deductions shall be governed pursuant to the day on which the execution of deductions commenced.

(7) With regard to deductions executed on the basis of an agreement on wage deductions, the order shall be governed pursuant 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 pursuant 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 they learn from the employee or former employer that wage deductions were executed and for which liabilities[7]. 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.

Section 132

The provisions of Sec.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.

Section 133
Standards for work inputs

(1) An employer may introduce or change already introduced standards for work inputs solely on the basis of objective assessment of the required amount of work and working tempo of an

employee. When determining the required amount of work and working tempo, the working tempo appropriate to physiological and neuropsychic options, legal and other regulations for ensuring safety and health at work, time for personal hygiene after completion of work and time for personal needs of an employee must be taken into consideration.

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

(3) If the introduction or change of standards for work inputs are not agreed in the collective agreement, the employer shall only introduce standards or make changes to them after agreement with employees' representatives; if no agreement is reached within 15 days of submission of a proposal, a decision shall be taken by the competent labour inspectorate pursuant to a special regulation.

(4) An employer must not apply the labour standards that could result in the threat of safety and health of employees.

Average earnings for labour-law purposes

Section 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 out of the period worked by an employee therein. The period of overtime work, for which a wage was attained, has been accounted pursuant to Sec. 121 Par. 4 of the last sentence, shall be included in a period worked by the employee in the decisive period in which the attained wage worked for overtime work has been accounted. Pursuant to the first sentence, wages accounted to an employee shall not include a wage for the inactive part of work standby in the workplace (Sec. 96 par. 3) and the period worked by the employee shall not include the inactive part of work standby in the workplace.

(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 21 days or 168 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 they would obviously attain.

(4) Average earnings shall be ascertained as average hourly earnings Average hourly 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 (Sec.120, par. 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 pursuant to Sec. 85 par. 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) 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 pursuant to the number of quarters for which a wage is provided. Wage given to employees on the occasion of anniversaries in their work or life pursuant to Sec.118 par. 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.

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

(8) 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 pursuant to the conditions and rates that apply to the employee in the month in which such earnings are ascertained.

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

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

Section 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, provided this Act enters into force during the course of the decisive period.

PART FIVE
OBSTACLES TO WORK

Obstacles for reasons of general interest

Section 136

(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 they are 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 operating 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, further to the agreement with the works council.

Section 137

(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, the performance of a public office is the performance of duties arising from the function which is limited by a term of office or time period and is occupied on the basis of a direct election or indirect election, or an appointment pursuant to special 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 within the calendar year unless stipulated otherwise by a special regulation.

(4) Civil duty shall be particularly the activity:

a) of a witness, interpreter, expert, or other persons summoned to proceedings of the court or other state body or local self-government bodies,

b) in administering of first aid,

c) in obligatory medical examinations,

d) in measures against infectious diseases,

e) in other urgent measures of treatment and preventive care,

f) in the isolation for reasons of protective veterinary measures,

g) of 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,
in special events,

h) in such cases where a natural person shall be obliged pursuant to special regulations to provide personal assistance,

i) in 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 rescue service or other organized rescue service, during personal participation in a 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.

Section 138

(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 donate blood, to undergo aphaeresis or to donate 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 necessary for recovery up to
96 hours from the start of journey 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.

Section 138a

Obstacle to work due to volunteering activity

(1) An employer may provide an employee, at their request, time off from work to perform, during working time, activity by virtue of an agreement on volunteering activity pursuant 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 pursuant 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.

Section 138b

Obstacle at work due to performance of voluntary military training.

An employer may provide the employee, upon their request, with a work leave to perform voluntary military training pursuant to a special regulation; employee shall not be entitled to wage or wage compensation for the time off from work unless the employer and employee agree otherwise. Time off from work provided pursuant to the first sentence shall not be deemed the performance of work.

Section 139

Obstacle at work due to discharge of compulsory military service and discharge of specialised training tasks in the armed forces

(1) If an employee is obliged to appear in person at the relevant district authority in the seat of the region 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) 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.

(5) The employee shall be entitled to wage compensation for the time off from work provided pursuant to paragraphs 1 to 3 and 5 at the rate of their average earnings.

(6) The pay time provided under paragraphs 2 to 4 shall include the employee's remuneration in the amount of their average earnings. The employer shall provide the employee with a wage compensation pursuant to the first sentence after the end of the regular exercise or the tasks of the armed forces, not later than the end of the following calendar month.

(7) The employee is obliged to start work no later than the second day after the end of the regular exercise or the performance of the tasks of the armed forces.

(8) The employer shall pay the employer's costs for the compensation of the paid wage paid under paragraph 1 to the employer by the relevant district authority in the seat of the region.

(9) Employer 's cost of reimbursement of wages for working time provided under paragraphs 2 to 4 shall be paid by the employer to the military unit of the armed forces in which the employee performed regular exercises or performed the tasks of the armed forces.

Section 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 agreement, 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 their average earnings if there is the presumption of increasing their 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 exams, school leaving examination and graduation,

d) 40 days in total to prepare for and take all state exams or a 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 re-taking examinations.

(6) Overtime work in excess of the limit stipulated in Sec.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 a special regulation pursuant to paragraph 6 and if for this reason the employee's overtime exceeds the limit set in Sec.97 or the employee's performance of work in health care occupation contravenes the requirements for the staffing of health care facilities determined in a 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 stipulated in Sec.97, or wage compensation equal to the employee's average earnings; the provisions of Sec.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.

Section 141

Substantive personal obstacles to work

(1) The employer shall excuse the employee’s absence from work for the periods of employee's temporary incapacity to work due to an illness or accident, periods of maternity leave and parental leave (Sec. 166), quarantine, personal or all-day attending to a sick family member under a special regulation, personal or all-day attending to a natural person under a special regulation and during the entire period when a person, who otherwise takes care of a child younger than ten years of age, was examined in a health care facility if not possible to arrange such an examination outside the employee’s working hours. The employee shall not be entitled to wage compensation for this time unless a special regulation stipulates otherwise.

(2) The employer shall 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 persons,
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 their spouse, or other person who, although not belong to among the above relatives, 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 persons,

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 their 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 Sec.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) For the purposes of setting the total extent of time off from work provided to an employee in the calendar year for an obstacle to work falling under paragraph 2 letter a) and c), one day shall be deemed to be the period corresponding the average length of working time applicable to one day pursuant 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 commenced in the course of a calendar year, time off from work and wage compensation provided for the reasons stipulated in paragraph 2 letter a) in the first point and c) in the fist point shall be provided in the extent of at least one third of the claim for a calendar year for each commenced third of calendar year of the employee´s employment relationship. 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 is obliged to excuse the absence of employees from work if they are taking part in a strike relating to the exercise of their economic and social rights; employee shall not be entitled to wage or wage compensation. If an employee takes part in a strike after a court has ruled it to be unlawful, their absence at work shall be considered to be inexcusable.

Section 141a

Temporary suspension of work performance

If there are grounds to suspect that an employee has committed a grave breach of labour discipline and they continued performance of work would threaten a significant interest of the employer, the

employer may, after consultation with employee representatives, suspend an employee from performing work temporarily for at most one month. The employee shall be entitled to wage compensation equal to 60% of their average earnings for the duration of the temporary suspension of work performance; if a grave breach of labour discipline is not proven, the employee shall be entitled to an additional payment up to the full amount of their average earnings.

Section 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 transferred to other work upon agreement, they shall be entitled to wage compensation in the amount of their average earnings.

(2) If an employee is unable to perform work due to adverse effects of weather, the employer shall provide them with wage compensation in the amount of at least 50 % of their 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 them with wage compensation at the sum of their 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 pursuant to the first sentence may not be substituted by the decision of the employer.

(5) If an employer, upon agreement with the employees' representatives, and, if employees' representatives do not operate with an employer, upon agreement with an employee, applies for support at the time of reduced work under a special regulation (hereinafter referred to as "support at the time of reduced work") in the case of an obstacle to work on the part of the employer, the employer shall compensate the employee for the duration of this obstacle to work in the amount of at least 80% of their average salary; the provisions of paragraphs 1 to 4 and Section 250b par. 6 on the amount of compensation shall not apply. If the employer does not receive support at the time of reduced work per job and employee, the employee shall be compensated for the amount referred to in paragraphs 1 to 4 or Section 250b par. 6 for the duration of the obstacle to work on the part of the employer, as referred to in the first sentence. 6.

(6) If an employee cannot perform work for serious operational reasons, the employer may proceed pursuant to Sec.87a; the provisions of Sec.90 par. 9 need not be applied in this case.

Section 142a

(1) A dispute over the submission of an application for support at the time of the reduced work shall mean the absence of an agreement pursuant to Section 142 par. 5 between

a) the employer and employees' representatives, or
b) the employer and employees; if no agreement was reached with several employees, it shall count as one dispute.

(2) A dispute over the submission of an application for support at the time of the reduced work shall be settled by an arbitrator

a) whom the parties to the dispute shall agree on in the case of a dispute as referred to in paragraph 1(a); or
b) who, at the employer's request, shall be immediately appointed by the Ministry of Labour from the list of arbitrators it maintains under a special regulation, if the parties to the dispute referred to in paragraph 1(a) do not agree on the arbitrator or if the dispute is pursuant to paragraph 1(b) and if the arbitrator agrees to accept the resolution to the dispute for the submission of an application for support at the time of the reduced work.

(3) The arbitrator shall inform of accepting a resolution of the dispute for the submission of an application for support at the time of the reduced work

a) the parties to the dispute referred to in paragraph 1(a),
b) the employer, in the case of a dispute as referred to in paragraph 1(b); the employer is obliged to inform the employee of the acceptance of a resolution of the dispute on the submission of an application for support at the time of reduced work.

(4) The parties to the dispute for the submission of an application for support at the time of reduced work shall be obliged to provide the arbitrator with the necessary cooperation; in the case of a dispute as referred to in paragraph 1(b), the employer shall be obliged to submit to the arbitrator the employee's statement.

(5) The arbitrator shall assess the merits of the employer's reasons for applying for support at the time of reduced work and the validity of the disagreement of the employees or employees' representatives.

(6) Within 10 days of accepting a resolution of a dispute for the submission of an application for support at the time of reduced work, the arbitrator shall notify

a) the parties to the dispute referred to in paragraph 1(a), whether they agree with the application for support at the time of reduced work;
b) the employer, in case of a dispute under paragraph 1(b), whether they agree with the application for support at a time of reduced work in respect of individual employees; the employer is obliged to notify the employee.

(7) The arbitrator's consent to the submission of an application for support at the time of reduced work replaces the agreement pursuant to Section 142 par. 5.

(8) The arbitrator shall be entitled to compensation for resolving the dispute over the submission of an application for support at the time of reduced work, on which the arbitrator shall agree with the employer. In case the arbitrator does not agree with the employer on the compensation, the arbitrator shall be awarded EUR 600. The arbitrator's compensation shall be paid by the employer.

Section 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 part pursuant to 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 they agree otherwise with their 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.

Section 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 them to work to make up the lost time if this is not prevented by operational conditions.

Section 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, for the inactive part of work standby in the workplace or substitute time-off from work provided in accordance with Sec.96b,

d) obstacles in work due to 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 their 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, the inactive part of work standby in the workplace if substitute time off from work is provided for such work,

c) during which an employee performs work to balance an obstacle to work caused by unfavourable climatic conditions,

d) time off from work provided at the employee's request under Sec.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 Sec.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 Sec.166 paragraph 2,

c) mandatory quarantine (a quarantine measure),

d) personal or all-day attending to a sick family member under special regulations, personal or all-day attending to a natural person under a special regulation and during the entire period when a person, who otherwise takes care of a child younger than ten years of age, was examined in a health care facility if not possible to arrange such an examination outside the employee’s working hours.

(4) To determine whether an employee has satisfied conditions for entitlement to paid holidays where the employee has working time determined on a weekly basis, the employee shall be deemed to work five days per week even if their 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.

Section 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 they sustain while performing working obligations.

(2) Under the conditions agreed in the collective agreement or employment agreement, an employer shall provide an employee with compensation for the use of their 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

Section 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 an equipollent 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 performing duties for securing occupational health and safety.

Section 147
Obligations of employer

(1) Employers are required to continuously ensure safety within their scope and the protection of the health of workers at work and, for that purpose, to take the necessary measures, including the provision of prevention, the necessary resources and an appropriate system for the management of labour protection. 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.

Section 148
Employees' rights and responsibilities

(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.

Section 149
Inspection performed by trade union body

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

a) to inspect how the employer performances their obligations with regard to care of occupational health and safety, and whether they systematically create 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 is obliged to prepare a report on the deficiencies identified in accordance with paragraph 1 letter c). The report shall include identification of the union body that performed 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 shall 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 letter 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 performed by a competent body of the labour inspectorate or a competent body of the state mining authority.

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

Section 150
Labour inspection

(1) Labour inspection shall be performed pursuant to a special law.

(2) Employees who suffer damages in consequence of violations of obligations resulting from labour-law relations and the representatives of employees of an employer of whom where control activity pursuant to Sec.239 detects a violation of labour-law regulations may lodge a complaint at the competent labour inspection body.

PART SEVEN
EMPLOYER'S SOCIAL POLICY

Section 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 way 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 shall 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 workplaces.

Section 152
Employees' catering

(1) The employer is obliged to provide employees with catering in all shifts corresponding to the principles of proper nutrition directly in or near their workplace; this obligation shall also be imposed on the employer or temporary employment agency vis-à-vis the temporarily assigned employee. It is not obliged to do so vis-à-vis posted employees, with the exception of employees posted on a business trip who have worked more than four hours at their regular workstation, and to employees to whom it grants a special-purpose financial contribution to meals (hereinafter referred to as the 'financial contribution for meals'). The employer's obligation laid down in the first sentence does not apply to employees when performing work in the public interest abroad.The employer shall provide catering pursuant to paragraph 1 primarily in the form of hot meal accompanied by a suitable beverage served to employees during the working shift in the employer's own catering facilities or the catering facilities of another employer, or provide catering services for employees by means of a legal person or natural person licensed to facilitate catering services provided they facilitate them at a legal person 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 the provision of another hot meal.

(2) The employer shall provide catering referred to in paragraph 1 in particular by providing one warm main meal, including a suitable drink, to an employee during a work shift in its own catering establishment, in another employer's catering establishment or by providing catering for its employees through a legal person or a natural person authorised to provide catering services, if it mediates them with a legal person or a natural person authorised to provide catering services. An employee who performs work for more than four hours as part of a work shift shall be entitled to catering or to receive a financial contribution for meals. If the work shift lasts more than 11 hours, the employer may provide additional meals or provide additional financial contribution for meals.

(3) When providing catering for employees by means of a legal person or natural person licensed to facilitate catering services, the price of food shall be understood as the value of the meal vouchers. The value of the meal vouchers shall be at least 75% of the meals allowance provided for business trips lasting 5 to 12 hours pursuant to a special regulation.

(4) Where the catering is provided by means of the services of a legal person or natural person with a licence to facilitate catering services by means of meal vouchers, the amount of the fee for facilitating catering services shall not exceed 3% of the value given on the meal voucher.

(5) When providing catering to employees through a legal entity or a natural person authorized to provide catering services through meal vouchers, the amount of the fee for brokered catering services shall be a maximum of 2% of the value of the amount indicated on the meal voucher.

(6) The employer shall provide the employee with a financial contribution for meals in the amount referred to in paragraph 8, if

a) the employer's obligation to provide catering to employees is precluded by the conditions at the workplace,
b) the employer is unable to provide catering as referred to in paragraph 2,
c) the employee, on the basis of a medical certificate from a specialised doctor for health reasons, cannot use any of the catering methods provided by the employer,
d) the employee works from home or teleworks and the employer does not provide them with catering in its own catering establishment or another employer's catering establishment, or where the catering referred to in paragraph 2 would be contrary to the nature of the work from home or teleworking carried out.

(7) An employer who does not provide catering in its own catering establishment or another employer's catering establishment, with the exception of cases referred to in paragraph 6, shall be obliged to allow employees to choose between providing catering through a legal person or a natural person authorised to provide catering services in the form of a meal voucher or by providing a financial contribution for meals. Employees shall be bound by their selection for a period of 12 months from the date of selection. The employer may lay down the details of the choice and implementation of the employer's obligation to provide catering or to provide a financial contribution for meals on the basis of a choice in its internal regulations. The employer shall, at the choice of the employee, provide the employee with catering through a legal person or a natural person who is authorised to provide catering services in the form of a meal voucher or provide the employee with a financial contribution for meals in the amount referred to in paragraph 8. Until the employee has made their selection, the employer shall provide the employee with catering through a legal person or a natural person who is authorised to provide catering services in the form of a meal voucher or provide them with a financial contribution for meals in the amount referred to in paragraph 8.

(8) The amount of the financial contribution for meals shall be the amount by which the employer contributes to catering of other employees pursuant to the first sentence of paragraph 3,

but not less than 55% of the minimum value of the meal voucher referred to in paragraph 4. Where the employer does not contribute to catering of other employees pursuant to paragraph 3, the amount of the financial contribution for meals shall be at least 55% of the minimum value of the meal voucher referred to in paragraph 4, up to a maximum of 55% of the subsistence allowance provided for a business trip of 5 to 12 hours under a special regulation. In addition to the amount referred to in the first sentence or second sentence, the employer shall provide the employee with a contribution according to a special regulation.

(9) The employer may, after consultation with the employees' representatives

a) adjust the conditions under which the employee will be provided with meals during holidays, obstacles at work, or other justified absence of the employee at work,
b) to allow meals for employees who work outside the schedule of work under the same conditions as other employees,
c) to extend the range of natural persons to whom they will provide meals and to whom they will contribute to meals in accordance with paragraph 3.

Section 152a
Recreation of employees

(1) An employer who employs more than 49 employees shall provide an employee who has an employment relationship with the employer for an uninterrupted period of at least 24 months a recreation contribution in the amount of 55% of the eligible expenses at their request, but not more than EUR 275 per calendar year. For an employee whose employment relationship is agreed for a shorter period of time, the maximum amount of a recreation contribution per calendar year shall be reduced pursuant to the first sentence in proportion that corresponds to shorter working hours. The recreation contribution may be provided to an employee by the employer who employs less than 50 employees under the same conditions and the same scope. The compliance with the conditions for the provision of the recreation contribution shall be assessed as of the day of the commencement of recreation; the number of employed employees is an average registered number of employees for a previous calendar year. The recreation contribution shall be rounded to the nearest eurocent upwards.

(2) An employer may decide that a recreation contribution shall be provided to an employee by means of a recreational voucher pursuant a special regulation. The amount of a fee for the mediation of services pursuant to Par. 4 shall be maximum of 3% from the amount of the recreational voucher when providing recreation contribution by means of a recreational voucher based on a contract with the issuer of the recreational voucher pursuant to a specific regulation.

(3) An employee may apply for a recreation contribution only at one employer per calendar year. An employee who applies for a recreation contribution shall not be disadvantaged in comparison to an employee who does not request such contribution.

(4) Eligible expenses pursuant to paragraph 1 are documented expenses of an employee on

a) tourism services associated with accommodation for at least two overnight stays in the territory of the Slovak Republic,
b) lodging package containing accommodation for at least two overnight stays and catering services or other services related to recreation in the territory of the Slovak Republic,
c) accommodation for at least two overnight stays in the territory of the Slovak Republic, the part of which may be catering services,

d) organised multiday activities and recovery events during school holidays in the territory of the Slovak Republic, for a child of an employee attending elementary school or one of the first four grades of a grammar school with eight-year educational programme: a child of an employee is also considered a child entrusted to the employee for alternative care based on a court ruling or a child entrusted to the employee to care in advance of a court ruling on adoption or other child that lives with the employee in the household.

(5) Eligible expenses pursuant to paragraph 1 are also documented expenses of an employee pursuant to paragraph 4 on a spouse, own child, a child entrusted to the employee for alternative care based on a court ruling or a child entrusted to the employee in advance of a court ruling on adoption and other person living with the employee in the common household who participate with the employee on recreation.

(6) If a recreation contribution has not been provided by means of a recreational voucher, an employee shall prove to the employer the eligible expenses pursuant to paragraphs 4 and 5 no later than 30 days from the end of recreation by presenting accounting documents, which must contain the identification of the employee. The employer shall provide the employee with the recreation contribution after presenting the accounting documents in the earliest payment term determined for the employer to pay wage unless the employer agrees with the employee otherwise. In case the recreation contribution has not been provided by means of a recreational voucher, then upon the request of the employee, the recreation contribution that commenced in one calendar year and lasts continuously in the following calendar year shall be considered the recreation contribution for the calendar year in which the recreation commenced.

Sec. 152b
Allowances for child sports activities

(1) If requested to do so, the employer may provide an allowance covering 55% of eligible expenses, yet no more than EUR 275.00 per calendar month, for the sports activities of all their employee’s children if such an employee has been with the employer for longer than 24 consecutive months. In the case of an employee who has been contracted for a shorter period of time, the highest amount of the child sports activities allowance per calendar month under Sentence 1 shall be reduced by the amount corresponding to the shorter working period given. The child sports activities allowance shall be rounded up to the nearest Euro cent.

(2) Eligible expenses under par. 1 shall be employee’s justified expenses for child sports activities provided by an eligible entity, which can only be a sports organisation entered in the register of sports-performing legal entities under a special regulation which enables their employee’s child to perform such a sports activity under the supervision of a qualified sports expert, at least for the period of a calendar year for which the employee asks for the child sport activity allowance.

(3) For the purpose of paragraphs 1 and 2, the child is an employee’s natural child, a child entrusted to employee’s alternative care based on a court ruling, a child entrusted to the care of an employee before a court ruling on adoption or another child who is not older than 18 years of age in the calendar year, in which an employee applied for the allowances for child sports activities residing in the common household with such an employee and being a member of a sports organisation under a special regulation for six months.

(4) The employee may only ask one employer for the allowance for child sports activities in a calendar year. The employee who asks for the allowance for child sports activities shall not be, in any way, disadvantaged compared to an employee who does not ask for such an allowance. Upon

agreement with employee representatives, the employer may define some other conditions under which employees will be provided the allowance for child sports activities.

(5) The employee shall prove to the employer the justified expenses for child sport activities by submitting a document within 30 days as of the day it is issued by an eligible entity under par. 2 where the forename and surname of the child performing the given sports activity shall be stated and so shall be the period to which the document relates. The fulfilment of the conditions for being given the allowance for child sports activities shall be reviewed by the employer for the beginning of the period, to which the document under sentence one relates. Should the conditions be met the employer shall pay the employee the allowance for child sports activities upon document submission in the next pay period determined by the employee unless the employer and the employee agree otherwise.

Education of employees

Section 153

An employer shall attend to deepening and increase of employees' qualification. An employer shall negotiate with employees' representatives measures aimed at attending to the employees' qualification, its deepening and increase.

Section 154

a. 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.

b. 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.

c. An employee shall be obliged to systematically deepen the qualification for work performance agreed in the employment agreement. 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 their qualification. Participation in education shall be the performance of work, for which an employee shall be entitled to wage compensation.

Section 155

(1) An employer may conclude an agreement with an employee by which the employer commits themselves to enable the employee to increase their qualification by providing time off, wage compensation and reimbursement of other costs pursuant to study, and the employee commits themselves to remain 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 shall be concluded in writing, otherwise it shall be invalid.

(2) An agreement pursuant to paragraph 1 shall 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 themselves to remain 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 they do not discharge their 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 discharges their 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 Sec.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 such cases, an employee may not be imposed the obligation to increase his qualification.

(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 their own, became long-term incapacitated to perform such work for which they were increasing their qualification,

b) the employment relationship was terminated by way of notice given by an employer for reasons pursuant to Sec.63 paragraph 1 letters a) and b) or f) or by agreement for these same,

c) the employee is unable, according to medical opinion to perform the work for which they increased their qualification, or if they lost the long-term capacity to continue performing the hitherto work for reasons pursuant to Sec.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 pursuant to special regulation and this violation was identified by a relevant labour inspectorate and a court has lawfully decided on this violation.

Securing for employee upon temporary incapacity to work, in old age and employment upon return to work

Section 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.

Section 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 Sec.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 agreement 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 Sec.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 Sec.166 paragraph 1.

(2) Where a female employee returns to her work after maternity leave pursuant to Sec.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 different work corresponding to their agreement of employment. Employee and employee are entitled after parental leave pursuant to Sec.166 par. 2 to retain all the rights which they had or which arose at the time of their initial parental leave; those rights shall apply, including those resulting from legislation, collective agreement or from the usual practices 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, voluntary military training, regular training or discharging tasks of military forces, 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 agreement of employment.

Employees with health disability

Section 158

(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 a special regulation.

Section 159

(1) The employer shall enable an employee with health disability to theoretical or practical preparation (requalification) with the aim of maintaining, increasing, expanding or amending their hitherto qualification, or adjusting 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 performed on the basis of a written agreement concluded between the employer and the employee.

(3) Requalification of an employee with health disability shall be performed 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 their 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

Section 160

An employer shall be obliged to establish, maintain and improve the level of social facilities and personal sanitation facilities for women.

Section 161

(1) Pregnant women, mothers until the end of the ninth month of confinement and the nursing women shall 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 nursing 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 equivocally to a mother up to the end of the ninth month following childbirth and a nursing woman.

Section 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, they 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 a 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 equivocally to a mother to the end of the ninth month following childbirth and a nursing woman.

Arrangement of working time

Section 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 them.

Section 165

Provisions of Sec.164, par. 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

Section 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 may 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.

Section 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 Sec.166, par. 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.

Section 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 appear 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, however not 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 lapse 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.

Section 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 Sec.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 Sec.166 par. 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.

Section 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

Section 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 they employ in an employment relationship. Records shall also include the dates of birth of adolescent employees.

Section 172

Information on the notice given to adolescent employees and immediate notice of an adolescent employee from an employment relationship from the part of the employer shall also be submitted to their 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.

Section 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 equivocally to schools or citizens' associations pursuant to a special regulation if within the scope of their participation in the education of young people, they organise work of adolescents.

Section 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 shall be directly linked to their work during the day pursuant 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 they received a vocational education because its performance is prohibited to the adolescent employee, or because according to medical opinion such work threatens their health, the employer shall be obliged, for the period until the adolescent employee is able to perform such work, to provide them with other appropriate work corresponding where possible to their qualification.

Section 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 them or damaging to their 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

Section 176
Medical preventative examination in relation to work

(1) An employee 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 determined 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

Section 177

(1) An employer shall be obliged to secure their employees with such working conditions providing them with possibility to properly performance their working duties without threatening life, health and property. If they ascertain deficiencies, they shall be obliged to take the measures for their eradication.

(2) In order to protect their property, an employer shall be authorised to perform to the 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 shall be adhered to, and human dignity may not be degraded.

Section 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 them if they are prevented from this by substantive circumstances, or if they would expose themselves or other employees by it, or persons in the vicinity, to a serious threat. If an employee ascertains that they do not have the necessary working conditions created, they shall be obliged to notify the superior of it.

General accountability of employee for damages

Section 179

(1) An employee shall be accountable to the employer for damages which they caused themselves 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 Sec.182 and Sec.185.

(2) An employee shall also be accountable for damages that they caused by deliberate action in contradiction with good morals.

Section 180

An employee who is affected by a mental handicap shall be held accountable for damages that they cause only if they are in control of their actions and able to assess the consequences of their actions. An employee who induces such a state by their own fault so that they are unable to control their actions or assess the consequences of their actions shall be accountable for damages caused while in such a state.

Section 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 they 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 their average monthly earnings.

(2) An employee shall not be accountable for damages that they caused while averting damages jeopardising the employer or danger directly threatening life or health, if they themselves did not invoke such a state of affairs deliberately and if they 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.

Section 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 they are obliged to account, they shall be accountable for shortages arising from them. 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 their 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 withdrawing from the agreement on material accountability, the employer shall be obliged to eliminate such deficiencies without undue delay.

Section 183

(1) An employee who concluded an agreement on material accountability may withdraw from it if

they are transferred to other work, transferred to another workplace, are moved, or if the employer within a period of one month from delivery of their 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 withdraw from the agreement if another employee is transferred to the workplace or another superior or deputy superior was appointed to the workplace. Rescission shall be announced to the employer in writing.

(2) An agreement on material accountability shall expire on the day of terminating the employment relationship or the day of withdrawing from such an agreement.

Section 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 them being moved and upon termination of the employment relationship.

(2) At workplaces where employees with collective material accountability work, stock-taking shall be performed 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 their deputy,
d) upon the request of any of the collectively accountable employees in the case of a change in their collective group
e) upon withdrawal 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, they shall be accountable for possible shortages ascertained at the next stock-taking of their 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, they shall, provided they have not withdrawn from the agreement of material accountability, be accountable for possible shortages ascertained at the next stock-taking.

Section 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 them 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 their 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, and a group of employees for whom it shall insure an article entrusted pursuant to paragraph 1 against loss and destruction.

Scope and manner of compensating for damages

Section 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 they do 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 their 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 Sec.182 to Sec.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.

Section 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 their 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 their fault.

Section 188

The amount of damage to articles shall be based on the value of the articles at the time of the damage.

Section 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 their deputy shall be calculated as a twofold sum.

(3) The share of compensation determined pursuant to paragraph 2 may not for individual employees, accepting the superior and their deputy, exceed the amount equal to their average monthly earnings prior to the occurrence of damage. If such determined shares do not cover the whole of damages, the superior and their deputy shall be obliged to settle the remaining portion pursuant 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 their 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.

Section 191

(1) An employer may demand compensation from an employee for damages, for which the employee is liable to them. The demanded compensation shall be determined by the employer.

(2) An employer shall negotiate the demanded compensation for damages with the employee and notify them 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 them 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.

Section 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 them due to violation of legal obligations within the performance of an employer's tasks by employees acting on behalf on an employer.

(3) An employer shall not be accountable to an employee for damages to a motor vehicle, to their own tools, equipment and articles that are necessary for the performance of work which they used in the discharge of work tasks, or in direct relation to it, without a written consent of the employer.

Section 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 they became aware of damages.

Section 194

Employer's accountability for averting damages

An employee who, in averting damages threatening the employer, sustains material damage, 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 themselves and if they 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 their health, such damage shall be deemed as an occupational accident.

Employer's accountability for damages in case of occupational accident and occupational disease

Section 195

(1) If in the discharge of work tasks or in direct relation to it, an employee sustains damage to their health or suffers death by way of accident (occupational accident), accountability for damages arising from it shall fall to the employer with whom they were 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 their work tasks or in direct relation to it, independent of their 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 their 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 pursuant to conditions stated therein. An employer shall be accountable for damages even when they 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 Sec.196.

Section 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 their own fault were 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 they were properly and demonstratively acquainted with them and that knowledge and adherence to them were systematically demanded and controlled, or

b) damage was caused by the affected employee due to their 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 their own fault in violation of legal regulations or other regulations or instructions for securing safety and protection of health at work, even though they were 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 their 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, they acted carelessly and whereby must have been aware, with respect to their 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 their fault. In the case stated in paragraph 2, letter c), the employer shall be reimbursed at least one third of damage.

(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 their health and the health of others.

(5) Ordinary carelessness and conduct arising from the risk of work cannot be considered careless action pursuant to paragraph 2 letter c).

Section 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 themselves.

Section 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

d) material damage; provision of Sec.192, paragraph 3 shall apply equally.

(2) An employer shall be obliged to negotiate the extent of accountability pursuant to paragraph 1 without undue delay with the employees' representatives and with the employee.

Accountability for damages in certain special cases

Section 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 their 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 they are in an employment relationship, such an employer shall be accountable to them for damage.

(2) With regard to a citizen with disability who is not in an employment relationship and whose vocational preparation (activity) is performed pursuant to special regulations, the employer with whom such vocational preparation is performed shall be accountable for damages arising during this preparation.

Common provisions on employer's accountability

Section 217

(1) An employer shall be obliged to compensate an employee for actual damage and this in the form of cash, provided damage is not removed 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 damage was sustained shall be applied when determining damage to articles.

Section 218

If an employer demonstrates that damage was also caused by the aggrieved employee, their accountability shall be limited proportionately. With regard to accountability for damages upon occupational accident or occupational diseases, the procedure pursuant to Sec.196 shall apply.

Section 219

An employer who compensated damage to an aggrieved party shall be entitled to reimbursement from the party who is liable to the aggrieved party for such damage 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

Section 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 the 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 journey 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.

Section 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 their regular workplace, and the return journey, shall be adjudged as a necessary action prior to commencement of work or upon completion of work.

Section 222

Unwarranted enrichment

(1) If an employee unwarrantedly enriches themselves to the detriment of the employer or an employer unwarrantedly enriches themselves 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 faith.

(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

Section 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").

(2) The labour-law relationship established by agreements on work performed outside employment relationship shall be subject to the provisions of Part One, Section 43 par. 4, second sentence, Section 85 par. 1 and 2, Section 90 par. 10, Sections 91 to 95, 98, Section 119 par. 1, Section 122a par. 1 to 3, Section 122b par. 1 to 3, Section 123 par. 1 and 2, Section 124, Part Six and Sections 173 to 175. The working time of employees carrying out work under agreements on work

performed outside employment relationship shall not exceed 12 hours during each 24 hours and shall not exceed 8 hours during each 24 hours for an employee who is a minor. Employees who carry out work on the basis of agreements on work performed outside employment relationship may not be ordered to be on call and perform overtime work, nor can it be agreed with them. For employees who carry out work on the basis of agreements on work performed outside employment relationship, the agreed remuneration is increased by at least EUR 3.58 for each hour of work performed during a holiday. As regards the reasons for employee's absence from work referred to in Section 141 par. 1 and par. 2(a) to (g) which intervened with the time the employer set out for the performance of work, the employer shall be obliged to pardon the employee's absence from work. The employee shall not be compensated for this time. The provisions of Paragraphs 129 to 132 shall apply mutatis mutandis to the maturity of remuneration, payment of remuneration and deductions from remuneration.

(3) Such agreements may only be concluded with an adolescent employee if such shall not jeopardise their healthy development, safety, morality or vocational preparation

(4) Such agreements may not be concluded for activities that are a subject of protection pursuant to copyright law.

(5) Disputes pursuant to such agreements shall be dealt with equivocally to disputes pursuant to employment relationships.

(6) Upon termination of an agreement on performance of work, agreements on temporary jobs of students and agreements on work activities, the employer shall be obliged to issue a confirmation to an employee on whether the deductions from employee´s remuneration are performed, to the benefit of whom, how much and what is the order of the receivable for which the deductions be further performed.

Section 224

(1) On the basis of concluded agreements pursuant to Sec.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 them, in particular legal regulations for securing occupational health and safety; to adhere to other regulations relating to the work performed by them, in particular regulations pursuant to securing occupational health and safety with which they were 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 their labour-law relation and relating to them 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 Sec.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 their 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, so as to record the start and end of the time period in which the employee performed the work and to keep a record of the work performed by employees performing work under a work performance agreement, so that for each day there is a record of the time period in which work was performed.

(3) Prohibition of work and workplaces for pregnant women, mothers who have given birth within the last nine months, nursing women and adolescents shall also be applicable to work performed on the basis of these agreements.

Section 225

(1) An employee shall be accountable to the employer with whom they concluded a work performance agreement pursuant to Sec.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 damage caused by negligence may not exceed a third of actual damage and may not be greater than one third of the remuneration concluded for performance of such work, except cases pursuant to Sec.182 to Sec.185.

(2) The employer shall be accountable to an employee for damage that the employee sustained in the performance of work pursuant to the concluded agreement or in direct relation to such, equally to that of an employee in an employment relationship.

Section 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. Work performance agreement may be concluded most for the period of 12 months.

(2) A work performance agreement shall be concluded in writing, otherwise it is invalid. A work performance agreement shall define the work task, the agreed remuneration for its execution, the period within which the work task is to be carried out and the scope of the work, unless its scope results directly from the definition of the work task.

(3) Work tasks shall 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 them. 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 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.

Agreement on temporary job of students

Section 227

(1) An agreement on temporary job of students may be concluded by an employer with a natural person who has the status of a secondary school pupil or full-time student under a special regulation and who has not reached the age of 26. For the purposes of the first sentence, a natural person shall also be understood as having secondary school pupil status between the time of regular graduation from secondary school studies until 31 October of the same calendar year. For the purposes of the first sentence, a natural person shall also be understood as having the status of a full-time student between the time of the regular graduation from the first-level university study programme until 31 October of the same calendar year. Work under the agreement on temporary job of students may be carried out no later than until the end of the calendar year in which the natural person reaches 26 years of age.

(2) Work under an agreement on temporary job of students shall not exceed 20 hours per week on average; the average for the purposes of the maximum admissible working time shall be calculated from the whole period covered by the agreement up to a maximum of 12 months.

Section 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 shall 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) The agreement on temporary job of students is concluded for a definite period, up to a maximum of 12 months. The agreement may include conditions for its termination. An integral part of the agreement on temporary job of students is the confirmation of the status of a secondary school pupil or the status of a full-time university student; this does not apply in the case of Section 227 par. 1, second sentence and third sentence. The status of a secondary school pupil and status of a full-time university student pursuant to Section 227 par. 1, second sentence and third sentence, shall be evidenced by proof of proper graduation. Immediate termination of the agreement may be agreed only in those cases where employment can be terminated immediately. If the method of termination does not result directly from the concluded agreement, it may be terminated by agreement of the parties on the agreed date as well as unilaterally by termination without giving any

reason, with 15 days' notice beginning on the date on which the written notice was served.

(3) The remuneration for the work done is payable and must be paid no later than the end of the calendar month following the month in which the work was done.

Section 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 shall be obliged to conclude an agreement on work activity in writing, otherwise it shall be invalid. The agreement on work activity must include 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 work activity.

(3) An agreement on work activity shall be concluded for a determined period of time, at most for 12 months. The method of termination of the agreement may be agreed in the agreement. Immediate termination of the agreement may only be agreed for cases where employment can be terminated immediately. If the termination does not result directly from a concluded agreement, it may be terminated by the agreement of the participants on the agreed date and unilaterally only by a notice without giving reasons with a 15-day notice, commencing on the day on which the written notice was delivered.

(4) The remuneration for the work done is payable and must be paid no later than the end of the calendar month following the month in which the work was done.

PART TEN
COLLECTIVE LABOUR-LAW RELATIONS

Section 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 closely cooperate.

(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 reasonable 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 Sec.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 both trade union body and a works council or works trustee operate alongside each other in an employer's organisation, the trade union body shall have the right to participate in collective bargaining, to joint decision making, to perform control activity and to receive information, a works council or works trustee shall have the right to negotiate and right to receive information, unless this Act stipulates otherwise.

(8) If at an employer a trade union body and a works council both concurrently 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

Section 230

(1) A trade union organisation is a civil association governed by special 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) The employer is obliged to allow a trade union to operate in the workplace if its employees include members of that trade union.

(3) The employer is obliged to allow also persons who are not employees of the employer to access to the premises of the employer related to the purpose of access if they are acting on behalf 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 shall abide by the requirements and measures determined 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 shall inform the employer of the person who acts in the name of the trade union body, the purpose and the date when they will enter the employer's premises.

Section 230a
Dispute over the operation of a trade union with an employer

(1) If the employer or a trade union operating for the employer has doubts as to whether the members of the trade union which informed it in writing of the commencement of their operation are employed with the company, this becomes a dispute over the operation of a trade union at an employer. A dispute over the operation of a trade union at an employer shall be resolved by an arbitrator agreed upon by the parties to the dispute. If the parties to the dispute do not agree on

the person of the arbitrator, one shall be appointed by the Ministry of Labour at the request of either party to the dispute from a list of arbitrators kept in accordance with a special regulation, if the arbitrator agrees to accept a solution to the dispute over the operation of the trade union with the employer.

(2) The arbitrator shall inform the parties to the dispute and the employer, if the employer is not a party to the dispute, of the adoption of a settlement of the dispute concerning the operation of a trade union at the employer.

(3) The employer is obliged to provide the arbitrator with a list of its employees within the time limit specified by that arbitrator. The trade union is obliged to provide the arbitrator with a list of employees of said employer who are its members within the time limit specified by the arbitrator and to prove their membership in the trade union. The parties to the dispute are obliged to provide the arbitrator with any further necessary cooperation. Failure to provide cooperation under the first through third sentence is to the rem of the party to the dispute who has failed to provide it. The arbitrator is obliged to maintain the confidentiality of the facts which they became aware of when resolving a dispute over the operation of a trade union with an employer.

(4) Within 30 days of accepting a resolution of the dispute over the operation of a trade union with an employer, the arbitrator shall notify the parties to the dispute and the employer, if it is not a party to the dispute, whether there are members of the trade union among the employees in employment relationship.

(5) The arbitrator’s compensation for resolving the dispute over the operation of a trade union with an employer shall be agreed on by the parties to the dispute. If the parties to the dispute do not agree on the compensation referred to in the first sentence, the arbitrators shall be awarded a sum of EUR 500 for resolving the dispute over the operation of a trade union with an employer. If the arbitrator notifies the parties to the dispute that there are no members of the trade union among the employees in employment relationship, the compensation shall be paid by that trade union, otherwise the arbitrator's compensation shall be paid by the other party to the dispute.

(6) For a period of 12 months from the date on which the arbitrator announces pursuant to paragraph 4 that there are no employees who are members of a trade union, that trade union shall not be considered to be a trade union operating at that employer.

(7) A trade union which, as notified by the arbitrator pursuant to paragraph 4, does not have members among the employees in employment relationship may, once every 12 months from the date of such notification, request an arbitrator from a list of arbitrators kept by the Ministry of Labour under a special regulation to reassess whether it has members among the employees in employment relationship. If the arbitrator accepts the request pursuant to the first sentence, paragraphs 2 to 4 shall apply mutatis mutandis to the assessment of the arbitrator. The arbitrators are awarded a sum of EUR 1,000 for the assessment referred to in the first sentence; the compensation is paid by the trade union.

Section 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) 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.

(3) 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.

(4) The procedure for concluding collective agreements is stipulated in a special regulation.

(5) In a cooperative where membership includes an employment relation between the member and the cooperative, the collective agreement defined in paragraph 1 shall be replaced by a resolution of the meeting of members.

Section 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 shall 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 their 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.

Section 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 operate 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 co-determination 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 co-determination with the works council or a works trustee are not arranged by a collective agreement.

Election of works council members, election of works trustee and term of office

Section 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 at least 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 woks council and the works trustee shall be four years.

Section 235

(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, if at least 30% of all employees took part in voting,

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.

Section 236

(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 took part in the voting.

(2) The term of office of the works trustee shall expire

a) upon termination of the employment relationship 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 took part in the voting.

Section 237
Negotiation

(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 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, merger, consolidation, 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 points of view.

Section 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.

Section 239
Inspection activity

Representatives of employees shall inspect compliance with labour-law regulations including wage regulations and obligations resulting from a collective agreement; 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 Sec.230 paragraph 3 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.

Section 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 Sec.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 time off from work with wage compensation for a member of the trade union body to perform activities of the trade union organisation, for a member of the works council to perform activity of the works council and for a works trustee to perform their activity, for the time agreed between the employer and the trade union organisation or between the employer and the works council or works trustee. If no agreement is reached, the employer shall provide time off from work with wage compensation distributed pursuant to the sixth sentence to members of the trade union body for activities of the trade union organisation and to members of the works council

for activities of the works council or to the works trustee for their activities for an overall period equal to the average number of employees working for the employer in the previous calendar year multiplied by fifteen minutes. If the employer had no employees in the previous calendar year, the calculation of time off from work shall be based on the number of employees as at the last day of the calendar month preceding the calendar month in which time off from work is provided. If multiple employees' representatives operate in the employer's undertaking, they shall notify the employer in writing of the distribution of time off from work pursuant to the first sentence or second sentence. If the employees' representatives do not agree on the distribution of time off from work, the distribution of time off from work shall be set by an arbitrator of their choice; until written notice of the distribution of time off from work is delivered to the employer the employees' representatives shall not be entitled to time off from work. The distribution of time off from work between individual members of a trade union body shall be decided by the trade union body and its distribution between individual members of the works council shall be decided by the works council; the trade union body and works council shall notify the employer of the distribution in writing. A collective agreement or an agreement with employees' representatives may set conditions entitling a trade union organisation, works council or works trustee to monetary compensation for undrawn time off from work under the first sentence and second sentence.

(4) An employer has the right to check whether an employee uses time off from work provided under paragraph 3 for the purpose for which it was provided. The collective agreement or an agreement with employees' representatives may determine conditions for the performance of the check defined in the first sentence.

(5) In accordance with its operational capabilities, the employer provides employees' representatives with the necessary service for free to the appropriate extent of the rooms with the necessary equipment and pays the costs associated with their maintenance and technical operation.

(6) 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.

(7) Employees' representatives may not be, in the fulfilment of tasks resulting from their position, disadvantaged or otherwise sanctioned by the employer.

(8) 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.

(9) 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

(10) If the employees' representatives refuse to grant consent pursuant to paragraph 9, the notice or immediate termination of the employment relationship on the part 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 Sec.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.

(11) Equal conditions of activity and protection pursuant to paragraphs 1, 2, and 5 to 10 shall apply to the employees' representatives for safety and health protection at work pursuant to a special regulation.

The right to transnational information and negotiation

Section 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 Sec.29, Sec.73, Sec.237 and Sec.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.

Section 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 registered office or place of business (hereinafter referred to as "registered office") in the territory 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 pursuant to 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 established 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 letters 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 similar 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 par. 5, letter 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 letter 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 letters 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.

Section 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 registered office in the Slovak Republic,

b) an organisational unit of an employer operating in the territory of the Members States or an employer of the group of employers operating in the territory of the Member States having its registered office 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 registered office in the Slovak Republic

(2) The agreement under Sec.245 par. 1, or Sec.245a par. 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 the registered office 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 registered office outside the territory of the Member States.

Section 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 pursuant to 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 Members States or the group of employers operating in the territory of the Members 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 par. 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.

Section 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 establishment 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 established 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 par. 1, letter a) and c), in order to be able to determine whether the employer in which the employees perform 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) establishment 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.

Section 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 negations referred to in paragraph 1, a special negotiating body shall be established to negotiate, on behalf of employees, over the establishment 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 Members 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 Members 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 par. 1, or Section 245a par. 1.

(7) For the purpose of concluding an agreement pursuant to Section 245 par. 1, or Section 245a par. 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 pursuant to Section 245 par.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 establishment 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 establishment 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 perform 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 par. 1, or Section 245a par. 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 par. 1, or Section 245a par. 1, or to terminate the negotiations already opened. Where a decision has been taken pursuant to 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 pursuant to paragraph 11, third sentence, unless the parties concerned agree a shorter period.

Section 245
The agreement on the establishment of European Works Council

(1) The agreement on the establishment of a European Works Council between the central management and the special negotiating body shall be concluded in writing and shall 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.

Section 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 shall be in writing and shall contain, in particular,

a) the stipulation of transnational questions which affect important employees' interests, which shall 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 way of linking between the information and negotiation at transnational level and the information and negotiation of employees' representatives 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, Sections 246 to 248 shall not apply, unless agreed otherwise.

Section 246

The European Works Council established by law

(1) A European Works Council shall be established by law, where

a) the central management and the special negotiating body has agreed to jointly,

b) the central management refuses to initiate negotiations or does not open negotiations over the establishment 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 par. 1, or

c) within three years of the submission of the request, subject to Section 244 par. 1, the central management and the special negotiating body have not concluded an agreement, subject to Section 245 par. 1, or Section 245a par. 1, and the special negotiating body has not taken a decision on the termination of negotiations, pursuant to Section 244 par. 11.

(2) Where a European Works Council has been established pursuant to paragraph 1, the procedure to be followed shall be pursuant to Sections 247 and 248; in such a case, Sections 245 and 245a shall not apply.

Section 247

Composition of the European Works Council established 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 Members 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. Votes to be divided 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 perform activity periodically.

(5) After completion of four years of its establishment, the European Works Council shall consider whether it will negotiate with the central management over the conclusion of an agreement, subject to Section 245 par. 1 or Section 245a par. 1, or it will continue as a European Works Council established 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 perform its tasks.

Section 248

Information and negotiation of the European Works Council established 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, merger, consolidation, splitting, 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 established, the European Works Council shall have the right to be informed. The select committee, or where no such committee has been established, 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.

Section 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 registered office 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 par. 1 or Section 245a par. 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.

Section 249a
Protection of information

(1) The central management with registered office in the territory of the Slovak Republic is not obliged to transmit information when its nature is such that, pursuant 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 performing 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.

Section 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, Sec.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

(4) The meetings of the special negotiating body and the meetings of the European Works Council shall be convened as far as possible so that their members or their alternates who are members of the crew of a seagoing ship can take part in them. Where a member of the special negotiating body or a member of the European Works Council or its alternate who is a member of the seagoing ship's crew cannot attend the meeting, consideration shall be given to the use of information and communication technologies where possible.

Section 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, merger, 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 Sec.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 Sec.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 Sec.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
SPECIAL PROVISIONS CONCERNING EXTRAORDINARY SITUATIONS, STATES OF EMERGENCY OR EXTRAORDINARY STATES

Section 250b

(1) In the time of extraordinary situations, states of emergency or extraordinary states and within two month after their lifting the provisions of Part 1 to Part 10 shall apply with the deviations stated in paragraphs 2 to 7.

(2) While a measure for the prevention of transmitted disease occurrence and break-out or a measure related to public health threats ordered by a competent authority under a special regulation is effective

a) the employer will be entitled to order the employees to perform their work from home should the agreed type of work enable them to do so,
b) the employee will be entitled to perform their work from home if the agreed type of work enables them to do so and if there are no serious operation-related reasons on the part of the employer that make it impossible to perform such work from home.

(3) The employer shall inform the employee on the positioning of their working time at least two days in advance if no shorter period has been agree and this positioning shall be valid for the period of minimum a week.

(4) The employer shall inform the employee on the drawing of paid holiday minimum seven days in advance and, if it is unexpended leave under Section 113, par. 2, minimum two days in advance. This period may be shortened if agreed upon with the employee.

(5) The employer shall also excuse the employee’s absence at work should they face any substantial personal obstacles preventing them from working, such as a quarantine measure or

isolation; for the period mentioned, the employee shall not be entitled to wage compensation unless a special regulation stipulates otherwise. The employee who has a substantial personal obstacle preventing them from working due to a quarantine measure, isolation, personal or all-day attending to a sick family member under a special regulation or personal and all-day attending to a natural person under a special regulation, shall be, for the purpose of Section 64, an employee who was temporarily acknowledged as being incapacitated for work. The employee who returns to work upon the completion of the above isolation, personal or all-day attending to a sick family member under a special regulation or personal and all-day attending to a natural person under a special regulation, shall be, for the purpose of Section 157, par. 3, treated as an employee who returned to work after their recovery from temporary incapacity for work.

(6) If, during the period of validity of a measure to prevent the development and spread of communicable diseases or a measure in the event of a threat to public health ordered by a competent public health authority issued on the basis of a special regulation, which temporarily provides regulations for the employer's to condition entry to the workplace with a relevant document, an employee does not submit to the employer that relevant document proving the facts under a special regulation or an employee who refuses the the option of free testing offered by the employer and therefore the employer could not allow that employee to enter the workplace and perform the work, this shall constitute an obstacle to work on the part of the employee without compensation of salary, unless the employer agrees otherwise with the employee.

(7) Where a special regulation has not been issued pursuant to paragraph 6, the employer may proceed in accordance with paragraph 6 when deemed necessary for the purpose of ensuring health protection at work under specific rules, including a way of organizing work which eliminates or reduces the risk of spreading a communicable disease; in this case, there is no obstacle to work on the part of the employee.

(8) Where an employee is prevented from carrying out work in whole or in part because of the cessation or limitation of the employer's activity due to a decision of a competent authority or because of the cessation or limitation of the employer's activity as a result of a declaration of an extraordinary situation, state of emergency or extraordinary state, this constitutes an obstacle to work on the part of the employer, where the employee shall be compensated for 80% of their average salary, but always at least in the amount of the minimum wage; this is without prejudice to the provisions of Section 142 par. 4 and 5.

(9) The provision of paragraph 8 shall not apply to employees of economic mobilisation entities in which a work obligation has been imposed.

Section 250ba

The provisions of Section 250b par. 6 and 7 shall not be used from 1 May 2022.

PART TWELVE
TRANSITIONAL AND FINAL PROVISIONS

Transitional provisions

Section 251

(10) 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 pursuant to the hitherto provisions.

(11) Provisions concerning compensation for loss of earnings upon termination of incapacity to work or in recognition of invalidity or partial invalidity (Sec.201, par. 1) and provisions concerning compensation for expenses for subsistence of survivors (Sec.207) shall also be performed 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.

(12) If an employer applies hourly wage for the purpose of remuneration of employees they 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 Sec.85, par. 5. The monthly wage shall not be altered by this reason.

Section 252

(1) Employment relationships that were established by election or appointment pursuant to Sec.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 agreement pursuant to this Act.

(2) Working time of an employee, including overtime work stipulated in Sec.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 Sec.87, paragraphs 1, 2, and 4, Sec. 90 to 93, Sec.94, par. 2, 3 and 4, and Sec. 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.

Section 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.

Section 252b

The provisions of this Act shall also govern labour-law relations arising prior to September 1, 2007, if not further stipulated otherwise. Legal acts executed before 1 September 2007 and claims made under them shall be judged pursuant to the legal regulation in force until 31 August 2007.

Section 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 performing work, the employer may, after agreement with employee representatives pursuant to Sec.230, give the employee time off work, for which the employer shall pay the employee no less than the basic wage component specified in Sec.119 par. 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 pursuant to 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 Sec.134 par.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.

Section 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 performed before 1 March 2010 and claims arising from them shall be assessed pursuant 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.

Section 252e

Transitional provision with effect from 1 January 2011

A woman commencing her maternity leave before 1 January 2011, and a man commencing his parental leave pursuant to Sec.166 par. 1 before 1 January 2011, whose entitlement to the leave continues as of 1 January 2011, shall be entitled to this leave pursuant to the legislation effective from 1 January 2011.

Section 252f

Transitional provision with effect from 06 June 2011

(1) Provisions of Sec.241 to Sec.250, effective from 6 June 2011, shall not apply to an employer operating in the territory of the Members 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.

Section 252g
Transitional provision with effect from 01 September 2011

(1) Provisions of this Act shall also apply to labour-law relations established before 1 September 2011. Legal acts executed before 1 September 2007 and claims made under them shall be judged pursuant to the legal regulation in force until 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 Sec.252c shall not be used from 1 September 2011 The rights and duties resulting from the agreements concluded under Sec.252c before 1 September 2011 shall be assessed pursuant 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 pursuant to legal regulation in effect to 31 August 2011; an employer may implement the procedure referred to in Sec.230 paragraph 3 in relation to the trade union organization from 1 January 2013.

Section 252h
Transitional provision with effect from 01 January 2013

An employee may perform work under an agreement on temporary job of students concluded before 1 January 2013 that does not comply with the conditions laid down in Sec.227 effective from 1 January 2013 until 31 January 2013 at latest. An agreement on temporary job of students under the first sentence shall terminate no later than by 31 January 2013.

Section 252i
Transitional provisions with effect from 01 January 2013

(1) This act shall also regulate labour-law relations established before 1 January 2013.

(2) A probationary period beginning before 1 January 2013, shall be assessed pursuant to the regulations in effect to in effect to 31 December 2012.

(3) A fixed-term employment relationship concluded before 1 January 2013 shall terminate on expiry of the period for which it was agreed and it shall not terminate before the end of this period.

(4) Notice given by an employer to an employee before 1 January 2013 and the claims resulting from it shall be assessed pursuant to the regulations in effect to 31 December 2012. An agreement on the termination of employment relationship concluded before 1 January 2013 and the claims resulting from it shall be assessed pursuant to regulations in effect to 31 December 2012.

(5) Discharge benefit at termination of an employment relationship ending before 1 January 2013 shall be assessed pursuant to regulations in effect to 31 December 2012.

(6) The performance of additional work as compensation for time off from work granted to an employee before 1 January 2013 pursuant to Sec.142a in effect to 31 December 2012, for which the employer provided the employee with the basic wage component, shall be regulated by the regulations in effect to 31 December 2012. Time off from work granted pursuant to Sec.142a, par. 1 in effect to 31 December 2012 for which additional work was not performed as compensation before 31 December 2012 can be transferred to the negative side of an employee's working time account pursuant to Sec.87a after 31 December 2012.

(7) From 1 January 2013 the provisions of Sec.252g paragraph 4 shall not apply.

Section 252j

Transitional provision with effect from 01 July 2014

The Agreement on Work Performance, the Agreement on Temporary Job of Students, and the Agreement of Work Activity concluded before 1 July 2014 end on 30 June 2015 at the latest.

Transitional provisions with effect from 01 March 2015

Section 252k

(1) Provision of Section 58 the second sentence of paragraph 1 shall not apply to the temporary allocation agreed before 1 March 2015.

(2) The temporary allocation agreed before 1 March 2015 shall end no later than 28 February 2017.

(3) Agreed temporary assignment by the temporary work agency from 1 May 2013 until February 28, 2015, for the purposes of Section 58 6 effective from 1 March 2015 shall be counted against the number of re-agreed temporary allocations; this does not apply to the re-arranged temporary assignment for the reason stated in Sec.48 par. 4.

Section 252l

(1) If during the period from 1 March 2015 to 31 August 2015 the user employer or temporary work agency unilaterally terminated the temporary assignment under Section 58 prior to the expiry of the period for which the employment relationship was temporarily agreed between the temporary work agency and the posted temporary employee, the duration of that employment relationship shall be deemed to be the end of the period of

a) 14 days from the date of termination of the temporary assignment but at the latest by the expiry of the agreement of employment originally agreed for a certain period if less than 6 months have elapsed since the start of the employment relationship until the end of the temporary assignment,
b) 28 days from the date of termination of the temporary assignment at the latest but at the end of the agreed agreement duration for a specified period, if at least six months and less than 12 months have elapsed since the start of the employment relationship until the end of the temporary assignment,
c) 42 days from the date of termination of the temporary assignment but at the latest by the expiry of the contractually agreed duration for a certain period if at least 12 months and less than 18

months have elapsed since the commencement of the employment relationship until the end of the temporary assignment,

d) 56 days from the date of termination of the temporary assignment but at the latest by the expiry of the agreed agreement duration for a certain period of time if at least 18 months have elapsed since the start of the employment relationship until the end of the temporary assignment.

(2) If the temporary work agency agrees with the employee to terminate the employment for a certain period of time before the expiration of the period for which they have been agreed, on the grounds that the user employer or the temporary work agency unilaterally terminated the temporary assignment pursuant to Sec.58 from 1. March 2015 to 31. August 2015, the employee shall be entitled to a severance payment at least equal to the amount of compensation payable to the employee on the day following the termination of the employment agreement by the expiry of the period referred to in paragraph 1 if the employment relationship is not terminated by the agreement; the provisions of Sec.76 par. 4 to 6 shall apply equally.

Section 252m
Transitional provision with effect from 01 May 2018

As of May 1, 2018 to April 30, 2019, the amount of a wage surcharge per each hour for

a) work on Saturday pursuant to
   1. Sec. 122a Par. 1 at least 25 % of a minimum wage in EUR per hour pursuant to a special regulation,
   2. Sec. 122a Par. 2 at least 20 % of a minimum wage in EUR per hour pursuant to a special regulation,

b) work on Sunday pursuant to
   1. Sec. 122b Par. 1 at least 50 % of a minimum wage in EUR per hour pursuant to a special regulation,
   2. Sec. 122b Par. 2 as least 40 % of a minimum wage in EUR per hour pursuant to a special regulation,

c) night work pursuant to
   1. Sec. 123 Par. 1 at least 30 % of a minimum wage in EUR per hour pursuant to a special regulation, and at least 35% of a minimum wage in EUR per hour pursuant to a special regulation if it regards an employee who performs risky work,
   2. Sec. 123 Par. 2 at least 25 % of a minimum wage in EUR per hour pursuant to a special regulation.

Section 252n
Transitional provision with effect from 30 July 2020

The posting of an employee for the performance of work related to the provision of services by a hosting employee from another Member State of the European Union to the territory of the Slovak Republic that started before 30th July 2020 shall be, in order to determine the duration of such posting under Sec. 5, par. 3, considered to be started on 30th July 2020.

Section 252o
Transitional provision applicable in the time of an extraordinary situation, state of emergency or extraordinary state declared in connection with the COVID-19 disease

(1) A fixed-term employment relationship that is to be terminated under Section 59, par. 2 in the time of an extraordinary situation, state of emergency or extraordinary state declared in connection with the COVID-19 disease or within two months following such state or situation lifting and the conditions for the extension of which are not met under Section 48, par. 2 may only be extended once or for one year. A fixed-term employment relationship that terminated in the time of an extraordinary situation, state of emergency or extraordinary state declared in connection with the COVID-19 disease or within two months after such state or situation lifting and the conditions of renewal of which are not met under Section 48, par. 2 may be only renewed once or for one year in the time of an extraordinary situation, state of emergency or extraordinary state declared in connection with the COVID-19 disease or within two months following such state or situation lifting.

(2) The employer and employees' representatives shall negotiate the extension or renewal of such a fixed-term employment under par. 1 in advance. Should there be no negotiation under Sentence 1 the employment shall be considered entered into for an indefinite period of time.

Section 252p
Transitional provision for adjustments in force from 1 March 2021

An employer who, before 1 March 2021 or between 1 March 2021 and 31 December 2021, has concluded a contract for the provision of meal vouchers with a legal person or a natural person authorised to provide catering services shall not be obliged to comply with Section 152 par. 7 in the version in force from 1 March 2021 until the expiry of said contract, but not longer than until 31 December 2021.

Section 252q
Transitional provision for adjustments in force from 2 February 2022

The provisions Section 5 par. 2(c) and (e) shall also apply until 20 August 2023 to a driver who uses a vehicle which is not equipped with a smart tachograph pursuant to a special regulation.

Section 253

For the period prior to the effective date of this Act, the percentage and period for which the average earnings determined for the calculation of compensation for loss of earnings after the termination of temporary incapacity due to an occupational accident or occupational disease pursuant to the hitherto regulations are regulated.

Section 254

(1) Where the term "pay" is used in generally binding legislation, it is the wage under this Act.

(2) The words "health authorities" in all forms shall be replaced throughout the text by the words "public health authorities" in the appropriate form and words. "Employee with changed working capacity" in all forms is replaced throughout the text by the words "employee with disabilities" in the appropriate form.

Final provisions

Section 254a

This Act takes over the legal binding acts of the European Union listed in Annex 2.

Section 255
Repealing 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., Sec.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.).

Section 256
Entry into effect

This Act shall enter into effect on 1st April 2002, with the exception of Sec.5 par.2 to 5, and Sec.241 to Sec.250, which entered into effect upon accession of the Slovak Republic to the European Union.

Rudolf Schuster undersigned

Jozef Migaš undersigned

Mikuláš Dzurinda undersigned

Annex 1 to the Act No. 311/2001 Coll.

CHARACTERISTICS OF DEGREES OF DIFFICULTY OF WORK POSTS

Work posts are, pursuant 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 pursuant 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 pursuant 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 pursuant 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.
6. the sale of flowers on May 8, September 1, and the sale of flowers and objects designed to decorate the cemetery plot on November 1.

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 occupational health and safety of workers with a fixed-duration employment relationship or a temporary employment relationship. (Special edition of OJ of the EU, Chapter 5 / Vol.1; OJ L 206, 29. 7. 1991).
2. Council Directive 91/533 / EEC of 14 October 1991 on the employer's obligation to inform employees of the conditions applicable to the contract or to the employment relationship (Special edition of OJ of the EU, Chapter 5 / Vol.2; 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 occupational health and safety of pregnant workers and workers who have recently given birth or are nursing (10th individual Directive within the meaning of Article 16 (1) of Directive 89/391 / EEC) (Special edition of OJ of the EU, Chapter 5/ Vol.2; OJ L 348, 28 11. 1992).
4. Council Directive 94/33 / EC of 22. June 1994 on the protection of young people at work (Special edition of OJ of the EU, Chapter 5/ Vol.2; 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 of undertakings for the purposes of informing and consulting employees (Special edition of OJ of the EU, Chapter 5/ Vol.2; OJ L 254, 30. 9. 1994), as amended by Council Directive 97/74 / EC of 15 December 1997 (Special edition of OJ of the EU, Chapter 5/ Vol.3; OJ L 10, 16. 1. 1998) and Council Directive 2006/109 / EC of 20 November 2006 (OJ L 363, 20. 12. 2006).
6. Council Directive 96/34 / EC of 3 June 1996 on the framework agreement on parental leave concluded by UNICE, CEEP and the ETUC (Special edition of OJ of the EU, Chapter 5 / Vol. 2; OJ L 145, 19. 6. 1996), as amended by Council Directive 97/75 / EC of 15. December 1997 (Special edition of OJ of the EU, Chapter 5 / Vol. 3; OJ. L 16. 1. 1998).
7. Directive 96/71 / EC of the European Parliament and of the Council of 16 December 1996 on the posting of workers in the framework of the provision of services (Special edition of OJ of the EU,

Chapter 5 / Vol. 2; 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 (Special edition of OJ of the EU, Chapter 5 / Vol. 3; OJ L 14, 20. 1. 1998), as amended by Council Directive 98/23 / EC of 7 April 1998 (Special edition of OJ of the EU, Chapter 5 / Vol. 3; 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 (Special edition of OJ of the EU, Chapter 5 / Vol. 3; OJ L 225, 12. 8. 1998).
10. Council Directive 1999/70 / EC of 28 June 1999 concerning the framework agreement on fixed-term work concluded by ETUC, UNICE and CEEP (Special edition of OJ of the EU, Chapter 5 / Vol. 3; OJ L 175, 10. 7. 1999).
11. Council Directive 2000/43 / EC of 29 June 2000 implementing the principle of equal treatment between persons irrespective of racial or ethnic origin (Special edition of OJ of the EU, Chapter 20 / Vol. 1; OJ L 180, 19. 7. 2000).
12. Council Directive 2000/78 / EC of 27 November 2000 establishing a general framework for equal treatment in employment and occupation (Special edition of OJ of the EU, Chapter 5 / Vol. 4; 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 (Special edition of OJ of the EU, Chapter 5 / Vol. 4; 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 consulting employees in the European Community (Special edition of OJ of the EU, Chapter 5 / Vol. 4; OJ L 80, 23. 3. 2002).
15. Directive 2003/88 / EC of the European Parliament and of the Council of 4 November 2003 on certain aspects of the organization of working time (Special edition of OJ of the EU, Chapter 5 / Vol. 4; 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 L 204, 26. 7. 2006).
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 consulting employees (Recast) (OJ L 122, 16. 5. 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 L 68, 18. 3. 2010).
21. Directive 2014/67 / EU of the European Parliament and of the Council of 15 May 2014 on the enforcement of Directive 96/71 / EC on the posting of workers in the framework of the provision of services, amending Regulation (EU) 1024/2012 on administrative cooperation through the

Internal Market Information System ("IMI Regulation") (OJ L 159, 28. 5. 2014).

22. Directive 2014/66 / EU of the European Parliament and of the Council of 15 May 2014 on the conditions of entry and residence of third-country nationals in the framework of the intra-corporate transfer (OJ L 157, 27 5. 2014).

23. Directive of the European Parliament and of the Council (EU) 2015/1794 of 6 October 2015 amending Directives 2008/94 / EC, 2009/38 / EC and 2002/14 / EC of the European Parliament and of the Council and Council Directives 98/59 / EC and 2001/23 / EC as regards seafarers (OJ L 263, 8. 10. 2015.)

24. Directive of the European Parliament and of the Council (EU) No. 2018/957 of 28th June 2018 amending Directive 96/71/EC concerning the posting of workers in the framework of the provision of services (Official Journal of the European Union L 173, 9th July 2018).

25. Directive (EU) 2020/1057 of the European Parliament and of the Council of 15 July 2020 laying down specific rules with respect to Directive 96/71/EC and Directive 2014/67/EU for posting drivers in the road transport sector and amending Directive 2006/22/EC as regards enforcement requirements and Regulation (EU) No 1024/2012 (OJ L 249, 31 July 2020).