



Labour Code

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Capitulation of the Slovak Labour Code – full wording (June 2006)

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**President
of the National Council of the Slovak Republic**

declares

the full wording of Act No. 311/2001 Coll.*, Labour Code, as amended by Act No. 165/2002 Coll., Act No. 408/2002 Coll., Act No. 413/2002 Coll., Act No. 639/2002 Coll., Act No. 210/2003 Coll., the Editorial Notification on Corrigendum in the Act No. 210/2003 Coll. – Part No. 177/2003 Coll., Act No. 461/2003 Coll., Act No. 5/2004 Coll., Act No. 365/2004 Coll., Act No. 82/2005 Coll., Act No. 131/2005 Coll., Act No. 244/2005 Coll., Act No. 570/2005 Coll., Act No. 124/2006 Coll. and Act No. 231/2006 Coll.

Labour Code

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

FUNDAMENTAL PRINCIPLES

Article 1

Natural persons shall have the right to work and the free choice of employment, to fair and satisfying working conditions and to protection against unemployment. These rights belong to them without any sort of restriction and direct discrimination or indirect discrimination on grounds of sex, marital status and family status, race, colour of skin, language, age, state of health, 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 case established by law, or in the case of real reason for the performance of the work consisting in preconditions or requirements and the nature of work which the employee is to perform.

Article 2

The labour-law relations according to this Act may only be established upon the consent of the natural person and the employer. The enforcement of rights and obligations resulting from labour-law relations must be in compliance with good morals; nobody may abuse these rights and obligations to the damage of another participant to the labour-law relations, or their fellow-employees.

Article 3

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

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

Article 4

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

Article 5

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

Article 6

Women and men shall have the right to equal treatment with regard to access to employment, remuneration and promotion, vocational training, and also with regard to working conditions. Women shall be secured working conditions which enable them to partake in work with regard to their physiological capacity, and with regard to their social function of motherhood, and also women and men with regard to their family obligations in the upbringing and care of children.

Article 7

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

Article 8

Employers shall be obliged to implement measures in the interest of protecting the lives and health of employees at work, and shall be accountable by virtue of this Act for damages sustained by an employee due to occupational accident or occupational disease. Employees shall have the right to material security during periods of work incapacity, old age, and in connection with pregnancy and parenthood on grounds of regulations on social security. An employer shall provide employees with disability with working conditions enabling them to apply and improve their aptitudes to work, with regard to their state of health. During periods of employees' work incapacity due to disease, accident, pregnancy, or motherhood and parenthood, the labour-law relations shall be protected by law to a greater degree.

Article 9

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

Article 10

Employees and employers shall have the right to collective bargaining; in the case of conflict in their interests, employees shall have the right to strike, and employers shall have the right to lockout. Trade union bodies shall participate in matters of labour-law relations, including collective bargaining. Works council or works trustee shall participate in labour-law relations,

subject to conditions as stipulated by law. Employer shall be obliged to enable trade union body, works council or works trustee to operate at workplaces.

Part One

GENERAL PROVISIONS

Scope of the Labour Code

§ 1

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

(2) Unless stipulated otherwise by the part one of this Act, the Civil Code shall apply to these legal relations.

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

§ 2

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

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

§ 3

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

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

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

§ 4

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

§ 5

(1) Labour-law relations between employees performing work on the territory of the Slovak Republic and foreign employer, as well as between aliens and stateless persons working on

the territory of the Slovak Republic and employers registered in the territory of the Slovak Republic shall be governed by this Act, unless stipulated otherwise by legal regulations on international private law.

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

- a) the length of the working time and rest periods,
- b) the length of holidays,
- c) minimum wage, minimum wage claims and wage overtime rate,
- d) occupational health and safety,
- e) working conditions for women, adolescents and employees caring for child younger than three years of age,
- f) equal treatment for men and women and a prohibition of discrimination.

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

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

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

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

§ 6

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

Employer

§ 7

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

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

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

(4) An employer shall be obliged to ensure performance of their predominant subject of activity, in particular by employees in employment relationship or similar labour relation.

§ 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 18 years of age; until such time, a legal representative shall act on the person's behalf.

§ 9

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

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

(3) The executive employees of an employer, who are its bodies (paragraph (1)) as well as other employees, authorised to management at individual levels of the employer's management structure, shall be authorised to determine and delegate work tasks to subordinate employees of the employer, to organise, manage and check their work, and to issue binding instructions to this end.

§ 10

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

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

Employee

§ 11

(1) An employee shall be a natural person who in labour-law relations and, if specified by special regulation also in similar labour relations, performs dependent work for the employer pursuant to his/her instructions, for a wage or for remuneration.

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

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

(4) A natural person who has not reached 15 years of age may exceptionally perform light work not effecting, by its character and scope, the person's health, safety, further development or fulltime schooling only in

- a) taking part in a cultural performance and artistic performance,
- b) sports events,
- c) advertising activities.

(5) A natural person who has not reached 15 years of age shall be allowed performance of light work by the competent labour inspectorate upon agreement with the competent state administration body in the field of public health. 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 competent labour inspectorate shall revoke the permit.

§ 11a

Employees' representatives

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

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

§ 12
Deleted

Prohibition of discrimination

§ 13

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

(2) In accordance with principle of equal treatment, the discrimination shall be prohibited also from reasons of marital status, family status, colour of skin, language, political or other conviction, trade union activity, national or social origin, property, lineage or other status.

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

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

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

§ 14

Settlement of disputes

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

Legal actions

§ 15

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

§ 16

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

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

§ 17

Invalidity of legal action

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

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

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

Contract

§ 18

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

§ 19

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

(2) It shall be possible to withdraw from an employment contract only prior to the employee's taking up the work on the agreed date without being prevented by an obstacle to work, or failing to inform the employer within a week of the obstacle to work.

Securing of rights and obligations arising from labour-law relations

§ 20

- (1) Rights and obligations arising from labour-law relations may be secured by an agreement on wage deductions, by a surety or by the establishment of right of lien.
- (2) Settlement of an employer's claim may be secured by an agreement on wage deductions between such employer and employee. The agreement must be concluded in writing, otherwise it shall be invalid.
- (3) If, by virtue of this Act or other labour-law regulation, the obligation arises for an employee to settle a claim with the employer, or if the obligation arises for the employer to settle a claim with an employee, another natural person or legal person may guarantee in a written proclamation to discharge such a claim unless the debtor himself/herself does so.
- (4) Claim to compensation of damages to entrusted sums, which the employee is obliged to settle, and claim to compensation of damages that the employee caused the employer intentionally may be secured by the employer and the employee by means of a written contract on the establishment of right of lien to real estate owned by the employee.

Insolvency of employer and settlement of employees' claims from employment relationship in the event of insolvency of employer

§ 21

- (1) For the purposes of settling employees' claims arising from employment relationship in cases of insolvency, the employer shall be deemed insolvent where a bankruptcy petition was presented, and
 - a) the court adjudges a declaration of bankruptcy, or
 - b) the court rejects the bankruptcy petition on grounds of lack of assets.
- (2) The day of issue of the court's decision on the declaration of bankruptcy, or the day of issue of the court's decision on rejection of bankruptcy petition on grounds of lack of assets shall be deemed the day of onset of insolvency.

§ 22

- (1) Where an employer is rendered insolvent pursuant to § 21 and is unable to settle employees' claims from employment relationship, such claims shall be settled from the Guarantee fund pursuant to special regulations.
- (2) Employees' claims arising from employment relationship that shall be settled from the Guarantee fund (hereinafter referred to as "financial compensation"), are:
 - a) claim to wages and compensation for periods of work stand-by,
 - b) claim to wage compensation for public holidays and in cases of obstacles to work,
 - c) claim to compensation for paid holiday, entitlement to which arose during the calendar year when employer's insolvency occurred, as well as for that of the preceding calendar year,

- d) claim to severance allowance, to which an employee is entitled upon termination of employment relationship,
- e) claim to wage compensation upon immediate termination of employment relationship (§ 69),
- f) claim to wage compensation upon invalid termination of employment relationship (§ 79),
- g) claims to travel, relocation and other expenses arising pursuant to discharge of labour obligations,
- h) claim to compensation for damage due to occupational accident or occupational disease,
- i) court costs in connection with an employee's enforcing claims arising from employment relationship before the court on grounds of the employer's dissolution, including costs for legal representation.

(3) Financial compensation pursuant to paragraph (2), letters a) to f), shall be granted to employee in the relevant amount of the claim, minus contributions to sickness insurance and pension security, health insurance, unemployment insurance contributions which the employee is obliged to pay, contributions to subsidiary pension insurance which the employee pays pursuant to special regulation, and income tax advances from dependent activities and functional emoluments pursuant to a special regulation, calculated according to conditions valid for the relevant calendar month for which the above claims of an employee are ascertained.

(4) Financial compensation shall be granted for not more than three months from the last 18 months of the employment relationship preceding the onset of an employer's insolvency, or on the day of termination of employment relationship on grounds of insolvency of the employer.

(5) Financial compensation must not exceed the threefold of the sum of the average monthly wage of an employee in the economy of the Slovak Republic for the first half of the preceding calendar year.

Obligation to provide information

§ 23

(1) An employer, preliminary bankruptcy trustee or bankruptcy trustee shall be obliged to inform the employees' representatives, and if no employees' representatives operate at the employer, the employees directly in writing on his/her state of insolvency within five days from its onset.

(2) An employee shall be obliged to notify the employer, preliminary bankruptcy trustee or bankruptcy trustee upon their own demand of all required information in relation to verifying claims arising from employment relationship pursuant to § 22.

(3) The employer, preliminary bankruptcy trustee or bankruptcy trustee and employee shall be obliged to inform the National Labour Office on all information pursuant to the provision of financial compensation.

§ 24

The employer, preliminary bankruptcy trustee or bankruptcy trustee shall confirm claims from employment relationship for an employee pursuant to § 22 paragraph (2), for the last three months of employment relationship preceding the onset of insolvency of the employer, or for the last three months preceding termination of employment relationship. Concurrently, he/she shall submit the confirmation of claims of an employee arising from employment relationship to the National Labour Office.

§ 25

(1) An employee shall apply his/her claim to financial compensation at the National Labour Office within 30 calendar days from the onset of insolvency of the employer or from the day of employment relationship termination.

(2) An employee may apply his/her claim for financial compensation also upon the expiry of the period set out in paragraph (1), not later than 60 calendar days from the onset of the employer's insolvency or from the termination of the employment relationship, if he/she was delayed due to a substantive obstacle on the employee's side.

§ 26

Disqualification of claim

An employee shall not be entitled to financial compensation if the employment contract was concluded following the onset of insolvency of the employer, if he/she was notified in writing of the employer's insolvency.

Transfer of rights and obligations resulting from labour-law relations

§ 27

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

§ 28

(1) If an employer or part of an employer, or if the task or the activity of an employer or their activity are transferred to another employer, rights and obligations arising from labour-law relations towards the transferred employees shall pass to the transferee employer.

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

(3) As part of an employer for the purposes of this Act shall be understood each organisation unit which is capable of independent activity with no regard as to whether this activity is main or supplementary.

§ 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 discuss such measures with the employees' representatives.

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

§ 30

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

§ 31

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

(2) If, after resiling 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.

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

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

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

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

Agreement on disputed claims

§ 32

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

§ 33

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

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

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

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

§ 34

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

§ 35

Death of employee

(1) Unless stipulated otherwise by a special regulation, financial claims of an employee shall not cease with his/her death. Claims to wages from an employment relationship shall be progressively conferred directly upon the spouse, children and parents of the employee, if living with the employee at the time of death in a common household, and this to the sum of fourfold the employee's average monthly earnings. If there are no such persons, such claims shall become a subject of inheritance.

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

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

§ 36

Terms and periods

(1) Cessation of right due to non-enforcement by the prescribed term shall transpire only in cases stipulated in § 25, paragraph (2), § 63, paragraphs (3) and (4), § 68, paragraph (2), § 69, paragraph (3), § 75, paragraph (3), § 77, § 103, paragraph (4), § 193, paragraph (2) a § 240 paragraph (7). If a right is enforced upon the lapse of prescribed term, the court shall take cessation of right into account, also in such a case where the participant to proceedings does not object to such.

(2) Claims of an employee to settlement for loss of earnings and settlement for loss of pension due to an occupational accident or occupational disease (§ 200 to § 202) or other damage to health (§ 192) and claims for settlement of expenses for the maintenance of survivors (§ 207) are not subject to forfeiture. However, claims to individual settlement arising thereof shall be subject to forfeiture.

§ 37

Calculation of time

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

§ 38

Delivery

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

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

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

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

Interpretation of selected terms

§ 39

- (1) Legal regulations and other regulations for securing occupational health and safety 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 health and safety shall also be rules for the securing of occupational health and safety issued by employers.

§ 40

- (1) A solitary 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 solitary employee shall also be understood as solitary man or woman for other substantive reasons.
- (3) An employee younger than 18 years of age shall be deemed adolescent employee.
- (4) Special regulation shall determine who is the legal representative of an adolescent employee.
- (5) Pursuant to this Act a family member is a spouse, a natural child, a child entrusted to an employee by a valid ruling of the competent body for consequent adoption or foster care or upbringing, an employee's parent, employee's sibling, spouse of an employee's sibling, parent-in-law, spouse's sibling, employee's grandparent, spouse's grandparent, employee's grandchild and other persons residing in a common household with the employee.
- (6) For the purposes of this Act a pregnant employee shall be an employee who has informed her employer in writing of her condition and who has submitted a medical confirmation of this.
- (7) For the purposes of this Act a breastfeeding employee shall be an employee who has informed her employer in writing of this fact.

P a r t T w o

EMPLOYMENT RELATIONSHIP

§ 41

Pre-contractual relations

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

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

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

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

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

(6) An employer must 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 if concerning an adolescent.

(8) Upon engaging a natural person, an employer must not violate the principle of equal treatment where concerning access to employment (§ 13, paragraphs (1) and (3)).

(9) Where an employer upon establishing an employment relationship shall breach the obligations stipulated by paragraphs (5), (6) and (8), the natural person shall be entitled to appropriate financial compensation.

Employment contract

§ 42

(1) An employment relationship shall be established by a written employment contract between the employer and the employee. The employer shall be obliged to provide the employee with one written copy of the employment contract.

(2) If a special regulation stipulates an election or appointment as a condition for the performance of the function of a statutory body, or an internal regulation of the employer stipulates an election or appointment as a condition for the performance of superior employee in the direct administrative activity of a statutory body, the employment relationship with

such employee shall be established on a written employment contract after his/her election or appointment.

§ 43

(1) In an employment contract, the employer shall be obliged to stipulate with the employee the following substantial items:

- a) the type of work for which the employee was accepted, and its brief description,
- b) place of work performance (municipality and organisational unit, or place otherwise determined),
- c) day of work take-up,
- d) wage conditions, unless agreed in collective agreement.

(2) An employer in an employment contract shall present, besides items pursuant to paragraph (1), also further working conditions, particularly concerning payment terms, working time, duration of paid holiday and length of notice period.

(3) If working conditions pursuant to paragraph (1), letter d) and paragraph (2) are agreed in a collective agreement, it shall be sufficient to give reference to the collective agreement provisions; otherwise, reference to relevant provisions of this Act shall be sufficient.

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

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

- a) duration of work performance abroad,
- b) currency in which wages or part thereof shall be paid,
- c) further settlements in cash or in kind relating to performance of work abroad,
- d) possible conditions of the employee's return from abroad.

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

§ 44

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

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

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

§ 45

Probationary period

- (1) A probationary period for the maximum of three months may be agreed in an employment contract. A probationary period may not be prolonged.
- (2) The probationary period shall be prolonged by periods of obstacles to work on the part of the employee.
- (3) The probationary period must be agreed upon in writing or otherwise it shall be invalid.

§ 46

Establishing of employment relationship

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

§ 47

Obligations resulting from employment relationship

- (1) From the day of establishing of employment relationship
 - a) an employer shall be obliged to assign work to the employee according to the employment contract, to pay him/her a wage for the performance of work, to create conditions for the performance of work tasks and to maintain other work conditions stipulated by legal regulations, the collective agreement and the employment contract,
 - b) an employee shall be obliged, according to the employer's instructions, to perform the work in person according to the employment contract in a determined working time, and to maintain work discipline.
- (2) On taking up the employment, an employer is obliged to acquaint the employee with the work rules, with the collective agreement and with legal regulations relating to work performed by him/her, with legal regulations and other regulations ensuring occupational health and safety which the employee must maintain at his/her work, and with provisions on the principle of equal treatment.
- (3) An employer must not judge obligations as unfulfilled if an employee refuses to perform work or follow instructions which
 - a) are in contradiction with generally binding legal regulations or with good morals,
 - b) directly and seriously threaten the life or health of the employee or other persons.
- (4) An employer is obliged to present reports on the new agreed employment relationships to the employees' representative within the agreed period.

§ 48

Fixed term employment relationship

(1) An employment relationship shall be agreed for an indefinite term if the employment duration is not expressly determined in the employment contract, or if in the employment contract or the amendment thereto the legal conditions for the conclusion of fixed term employment relationship were not met. An employment relationship shall also be concluded for an indefinite term in case where a fixed term employment relationship was not concluded in writing.

(2) A fixed term employment relationship may be agreed, prolonged or agreed anew for a maximum of three years. An employment relationship agreed anew for a fixed term shall be an employment relationship which shall arise before the lapse of six months following the termination of the previous employment relationship for a fixed term between the same participants.

(3) A fixed term employment relationship may only be prolonged or agreed anew for a fixed term over three years in case of

a) replacement for an employee,

b) performance of work for which substantially increasing of number of employees is required for a transitional period not exceeding eight months in a calendar year,

c) fulfilment of task restricted by result,

d) agreement in the collective contract.

(4) The reason for prolongation or agreement anew of an employment relationship pursuant to paragraph 3 shall be stated in the employment contract.

(5) A fixed term employment relationship for a fixed term of over three years may also be prolonged or agreed anew in the absence of reasons stipulated in paragraph (3) with

a) a superior employee who is in a direct administrative activity of a statutory body and with a superior employee who is in a direct administrative activity of this superior employee,

b) with a creative employee in science, research, development,

c) with an employee for performance of work for which art education is prescribed,

d) with an employee performing a nursing care service pursuant to a special regulation,

e) with an employee who receives an old-age pension, an invalidity pension, a pension for years of service or an invalidity pension for years of service,

f) with an employee of an employer employing a maximum of 20 employees,

g) with an employee as stipulated by law or by an international treaty,

h) with a university teacher.

(6) An employee in a fixed term employment relationship must neither be advantaged nor constrained, in particular concerning working conditions with respect to occupational health

and safety, in comparison to an employee in employment relationship agreed for indefinite duration.

(7) An employer shall inform employees in a fixed term employment relationship and employees' representatives in an appropriate manner on vacancies for an indefinite duration which shall be coming available at its workplace.

Employment relationship with reduced working time

§ 49

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

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

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

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

(5) An employee in an employment relationship with reduced working time may not be advantaged nor constrained in comparison to an employee employed for the determined weekly working time.

(6) An employment relationship with reduced working time in which the extent of the working time is less than 20 hours per week may be terminated by notice from either the employer or the employee for any reason or without statement of reason. The notice period shall be 15 days, and shall start to expire on a day on which the notice was delivered.

(7) An employment relationship with reduced working time pursuant to paragraph 6 shall not be affected by the provisions of § 48 paragraph (2) to (4), § 62, § 64 paragraph (1) letters a), b), d) and e), § 71 paragraph (2), § 73, § 74, § 76 and § 240 paragraph (7).

(8) 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.

§ 50

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

§ 51

Deleted

§ 52

Home employee

(1) The employment relationship of an employee not performing work at a workplace of an employer, but who, pursuant to conditions agreed in the employment contract, performs agreed work for the employer at home or at another agreed place within the working time arranged by himself/herself (hereinafter referred to as 'home employee'), shall be governed by this Act, with the following deviations:

a) provisions on the arrangement of determined weekly working time and on stoppage shall not apply to such employee,

b) in cases of substantive personal obstacles to work, the employee shall not be entitled to wage compensation from the employer, except in case of death of a family member,

c) the employee shall not be entitled to wages for overtime, wage allowances for work on holidays, wage allowances for night work and for work in constrained and health damaging working environment.

(2) An employee who occasionally or in exceptional circumstances upon the consent of the employer or agreement with him/her, performs work as an employee from home or from a place other than the usual place of work performance, provided that enabled by the nature of work that the employee performs pursuant to the employment contract, shall not be considered home employee.

§ 52a

Employee performing a clerical activity

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

§ 53

Conclusion of employment contract with a vocational school trainee

(1) Upon passing final examinations or school-leaving examinations, or upon completion of study (occupational training), the employer for whom a trainee has prepared for a vocation shall be obliged to conclude an employment contract with such a trainee of secondary vocational training school, vocational training school or vocational school (hereinafter referred to as 'vocational school'), and to enable such a trainee continued professional advancement. A probationary period may not be concluded. The agreed type of work must correspond to the qualifications attained in the apprentice or study field unless agreed otherwise with the trainee. An employer may only refuse to conclude an employment contract only upon negotiation with employees' representatives, where he/she lacks appropriate work for the trainee due to the change of his/her tasks or due to the trainee's health incapacity. The employer may conclude an employment contract with the trainee prior to completion of the study (occupational training); not before the day the trainee reaches 15 years of age.

(2) An employer for whom a trainee is preparing for a vocation may conclude an agreement with the trainee of a vocational school, whereby the trainee commits upon completion of final examinations or school-leaving examinations, or upon termination of the study (occupational

training), to remain in an employment relationship with the employer for a determined period of time, for the maximum of three years. Periods stipulated in § 155, paragraph (4) shall not be calculated to the period of remaining in the employment relationship. The agreement may only be concluded with conclusion of employment contract; this must be concluded in writing or shall otherwise be deemed invalid.

(3) If the employee enters into an employment relationship or any other similar service relationship or labour relation with another employer using the employee's acquired qualification during the course of the period for which he/she committed to remain in the employment relationship pursuant to paragraph (2), such employer shall be obliged to reimburse the preceding employer with a proportionate part of appropriate costs incurred for the education of the employee in the apprentice field or study field, unless they agree otherwise. This shall also apply where the employee enters into any of the stated labour relations with another employer (other employers) during such period.

(4) Appropriate costs shall be reimbursed for the whole period of education in the vocational school. A proportionate part of appropriate costs shall be part corresponding to the unfulfilled period of commitment.

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

a) the employee is unable, according to medical opinion or decision of the state health administration body, or decision of social security body, to execute the vocation for which he/she prepared or the work performed hitherto, for reasons pursuant to § 63, paragraph (1), letter c) and § 69, paragraph (1),

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

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

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

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

§ 54

Agreement on changes of working conditions

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

Transfer to different work

§ 55

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

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

a) according to a medical opinion or a decision of the state health administration body, or a decision of a social security body, the employee has lost, with regard to his/her state of health, long-term capacity to keep performing the hitherto performed work, or he/she must not perform such work due to occupational disease or the threat of such disease, or if the greatest admissible level of exposure at the workplace has been reached, as determined by the binding opinion of the competent body for protection of health,

b) a pregnant woman or mother of a child younger than nine months of age performs work, which such women may not be employed to do, or which according to a medical opinion jeopardises her pregnancy or maternal function,

c) according to a medical opinion or a decision of the health protection 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 or mother of a child younger than nine months of age working at night, requests 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) must correspond to the employee's health capacity for work. The employer shall be obliged to take into account the suitability of work to the employee considering his/her abilities and qualifications.

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

§ 56

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

§ 57

Business trip

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

§ 58

Temporary Assignment

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

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

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

(4) The using employer to whom the employee was temporarily assigned shall, during the temporary assignment, assign tasks to the employee on behalf of the employer or of the agency for temporary employing, organise, manage and control his/her work, issue instructions to him/her for the purpose, create favourable working conditions and provide for safety and protection of health at work to the same extent as applies to other employees. executive employees of the using employer may not execute legal actions concerning the temporarily assigned employee on behalf of the employer or of the agency for temporary employing.

(5) During the temporary assignment the employee shall be paid wage, compensation of wage and travelling expenses by the employer having temporarily assigned the employee or the agency for temporary employing. Unless stipulated otherwise below, the working conditions, including wage conditions and employing conditions of the temporarily assigned employees shall be as favourable as of those employees of the using employer who perform the same work as the temporarily assigned employee, taking in account his/her qualification and duration of professional experience (hereinafter referred to as “comparable employee”).

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

- a) Working hours,
- b) Wage conditions,
- c) Safety and protection of health at work,
- d) Compensation of damage in the event of an occupational accident or occupational disease,
- e) Compensation in the event of insolvency and protection of rights of temporary employees,
- f) Protection of maternity and parents,
- g) The right to collective bargaining.

(7) The wage conditions in accordance with paragraph 5 need not be as equally favourable when applying to an employee assigned by the agency for temporary assigning who fulfils tasks at the using employer less than six months and when applying to an employee who, while between two assignments, is paid by the agency for temporary assigning.

(8) The wage conditions in accordance with paragraph 5 need not be as equally favourable for the employee assigned by the agency for temporary assigning, in the event that adequate protection of the temporarily assigned employee is secured in the framework of the collective agreement.

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

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

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

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

- a) inform the temporary employees about all of his vacant jobs, in order to offer them the same opportunity for obtaining permanent employment as to other employees,
- b) secure access of the temporary employees to his social services, unless prevented by objective reasons,
- c) enable the same access of the temporary employees to education, as to his other employees,
- d) provide information to employees' representatives about the use of temporary employees within informing about his employment situation.

(13) Temporary employees shall be included for the purpose of electing employees' representatives in accordance with § 233 (2) and (3).

Termination of employment relationship

§ 59

(1) An employment relationship may be terminated

- a) by agreement,
- b) by notice,
- c) by immediate termination,
- d) by termination within a probationary period.

(2) An employment relationship concluded for a fixed period shall terminate upon expiry of the agreed period.

(3) An employment relationship of an alien or stateless person shall terminate, unless terminated by other means, upon the day

- a) his residency within the territory of the Slovak Republic is due to terminate pursuant to an executable ruling on the forfeiture of residence permit,
- b) a verdict imposing the sentence of expulsion from the territory of the Slovak Republic on such person entered into force,
- c) of expiration of the period for which the residence permit on the territory of the Slovak Republic was issued.

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

§ 60

Agreement on termination of employment relationship

(1) If an employee and employer agree on the termination of the employment relationship, the employment relationship shall terminate upon the agreed day.

(2) Agreement on the termination of employment relationship shall be concluded by the employer and employee in writing. The agreement must stipulate the reasons for the termination of employment relationship if requested by the employee, or if the employment relationship was terminated by agreement for reasons of organisational changes.

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

§ 61

Notice

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

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

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

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

§ 62

Period of notice

(1) Where notice has been given, the employment relationship shall terminate upon expiration of the period of notice. The period of notice shall be identical for both employer and employee, this being at least two months. If notice is given to an employee who has worked for the employer for at least five years, the period of notice shall be at least three months.

(2) A period of notice shall commence on the first day of the calendar month following the delivery of notice, and shall terminate upon expiry of the final day of the respective calendar month, unless stipulated otherwise.

§ 63

Notice given by employer

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

- a) if the employer or part thereof, is wound-up or relocated,
- b) if an employee becomes redundant by virtue of the employer or competent body issuing a written resolution on change in duties, technical equipment, reduction in the number of employees with the aim of increasing work efficiency, or on other organisational changes,
- c) if, according to medical opinion or decision of the state health administration body or decision of the social security body, an employee, with regard to his/her state of health, has lost long-term his/her capacity to perform the work performed hitherto, or he/she may not perform such due to occupational disease or the threat of such, or if the greatest admissible level of exposure has been reached at the workplace, as determined by the binding opinion of the competent body for protection of health,
- d) an employee
 1. Does not meet the preconditions set by legal regulations for the performance of the agreed work,
 2. Ceases to fulfil the requirements pursuant to § 42 paragraph (2),

3. Does not fulfil due to no fault of the employer, the requirements for the proper performance of the agreed work determined by the employer in internal regulations, or
4. Does not 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 him/her, or by virtue of less grave breaches of labour discipline; for less grave breaches of labour discipline, the employee may be given a notice if, with respect to breach of labour discipline, he/she has been cautioned in writing within the previous six months as to the possibility of notice.

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

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

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

(3) An employer, due to breach of labour discipline or for reason substantiating 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 substantiating notice, and when regarding breach of labour discipline abroad, within two months from the employee's return from abroad, this always within one year from the day the reason substantiating notice occurred.

(4) Where, within the period of two months stipulated in paragraph (3), 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.

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

Prohibition of notice

§ 64

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

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

b) in cases of drafting for service in the armed forces, from the day when the employee was drafted for performance of national service by delivery of conscription notice, or was drafted for performance of special service by mobilisation order or mobilisation notice or draft order, until the lapse of two weeks upon his/her release from such service; this shall equally apply in cases of civilian service,

c) within the period of an employee's pregnancy, or when an employee is on maternity leave or a female or a male employee is on parental leave,

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

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

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

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

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

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

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

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

§ 65

(1) In the case of notice given to an employee because he/she must no longer perform the hitherto work due to the threat of occupational disease, and in case of notice given due to attainment of the highest admissible level of exposure at the workplace as determined by the binding opinion of the competent body for health protection, the employer shall be obliged to secure new appropriate employment for such employees. In such cases, the term of notice shall only expire upon fulfilment of this obligation by the employer, unless agreed otherwise with the employee.

(2) The obligation to secure new appropriate employment for an employee shall not apply to an employer if the employee proved unwilling to transfer to new appropriate work offered by the employer prior to giving notice. This obligation of the employer shall expire if, without

substantive reason, the employee declines the appropriate employment that he/she could have taken up.

§ 66

An employer may only give notice to an employee with disability and an employee with severe disability pursuant to a special regulation (hereinafter referred to as ‘an employee with disability’) subject to the prior consent of the National labour office, otherwise such notice shall be deemed invalid. Such consent shall not be required where notice was given to an employee who has reached the age entitling him/her to old-age pension or for reasons as stipulated in § 63, paragraph (1), letters a) and e).

§ 67

Notice given by employee

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

Immediate termination of employment relationship

§ 68

(1) An employer may terminate an employment relationship with immediate effect in cases where the employee

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

(2) An employer may, pursuant to paragraph (1) immediately terminate the employment relationship only within a term of one month from the day that he/she became acquainted with the reason for immediate termination, however by the maximum of one year from the day such reason occurred. The provisions of § 63, paragraphs (3) and (4) shall equally apply to the commencement and lapse of this one-month 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 solitary female or male employee caring for a child younger than three years of age, or with an employee who personally cares for a close person who is a person with severe disability. An employer may however, terminate an employment relationship with them by giving notice, except for an female employee on maternity leave and male employee on parental leave (§ 166, paragraph (1)), for reasons stipulated in paragraph (1).

§ 69

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

- a) according to a medical opinion, he/she is unable to keep performing work without serious threat to his/her health and the employer has not transferred him/her to other work appropriate to him within 15 days from the submission of such opinion,
- b) an employer failed to pay him/her a wage or wage compensation within 15 days from the due date of payment,

c) his/her life or health is directly threatened.

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

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

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

§ 70

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

§ 71

Termination of employment relationship concluded for a fixed period

(1) An employment relationship concluded for a fixed period shall terminate upon expiration of such period.

(2) Where, to the knowledge of the employer, an employee keeps performing work upon expiration of the agreed period, it shall apply that such employment relationship has changed to employment relationship concluded for an indefinite period, unless the employer agrees otherwise with the employee.

(3) Prior to the expiration of the agreed period, an employment relationship pursuant to paragraph (1) may also be terminated otherwise than stipulated in § 59.

(4) An employer may also terminate an employment relationship for a fixed period with immediate effect without statement of reason; in such cases, the employee shall have the right to wage compensation in the sum of an average monthly salary for the period for which the employment relationship should have lasted.

§ 72

Termination of employment relationship within the probationary period

(1) Within the probationary period, both employer and employee may terminate an employment relationship in writing for any reason whatsoever, or without giving a reason.

(2) Written notification on the termination of an employment relationship shall be delivered to the other party, as a rule, within the minimum of three days prior to the day the employment relationship is to terminate.

§ 73

Collective redundancies

(1) If an employer or part thereof (§ 28, paragraph (3)) terminates an employment relationship by giving notice for reasons as stipulated in § 63, paragraph (1), letters a) and b), or by agreement for the same reasons, with at least 20 employees over a period of 90 days, this shall be a collective redundancy.

(2) With a view to reaching an agreement, the employer shall be obliged, at least one month prior to commencement of collective redundancies, to negotiate with the employees' representatives measures enabling avoidance of collective redundancies of employees, or reduction thereof, mainly negotiate the possibility of placing them in appropriate employment at the employer's other workplaces, also subsequent to preceding preparation, and measures for mitigating the adverse consequences of collective redundancies of employees. To this end, the employer shall be obliged to provide the employees' representatives with all necessary information and to inform him in writing, in particular as to

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

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

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

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

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

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

(7) An employer shall negotiate with the National Labour Office such measures enabling prevention of collective redundancies or its limitation, in particular over

- a) conditions for maintaining employment,
- b) possibility of employing discharged employees with other employers,
- c) possibility of discharged employees to perform work in the case of their retraining.

(8) The period as stipulated in paragraph (6) shall be used by the National Labour Office to seek solutions to the problems raised by the projected collective redundancies.

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

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

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

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

(11) The provisions of paragraphs (6) to (8) shall not apply to an employer who was declared bankrupt by court.

§ 74

Participation of employees' representatives in the termination of employment relationship

An employer shall be obliged to negotiate notice or immediate termination of an employment relationship from his/her side with the employees' representatives in advance, otherwise it shall be invalid. The employees' representative shall be obliged to negotiate notice or immediate termination of an employment relationship from the side of the employer within ten calendar days of the date of delivery of a written request on the side of the employer. If no negotiation takes place within the stated period, it shall hold that the negotiation has taken place

§ 75

Employment evaluation and confirmation on employment

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

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

a) the period of employment duration,

b) the type of work performed,

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

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

e) data concerning any agreement to remain in an employment relationship with the employer for a fixed period upon passing final examination or school-leaving examination, or upon termination of study or vocational preparation, including data on the date of termination of the period (§ 53, paragraph (2)),

f) data on provision of the discharge benefit pursuant to § 76 (6).

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

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

§ 76

Severance allowance and discharge benefit

(1) An employer may provide an employee with a severance allowance if the employment relationship is terminated for the reasons stated in § 63 paragraph (1) letters a) to c).

(2) On the termination of the employment relationship, an employee shall be entitled to a severance allowance upon termination of employment at the minimum sum of a twofold of his average monthly earnings if he agrees with the termination of the employment relationship before the beginning of the expiry of the notice period for reasons pursuant to § 63, paragraph (1), letters a) to c); an employee who has worked for the employer for at least five years shall be entitled to a severance allowance in the sum of at least three times his average monthly earnings for the notice period. If an employee requests the termination of the employment relationship, the employer shall be obliged to grant this request.

(3) Where, upon termination of an employment relationship, an employee concludes an employment relationship anew with the same employer or with his/her legal successor prior to the lapse of the period determined with respect to the severance allowance provided, the employee shall be obliged to repay the severance allowance or a proportionate part thereof. A proportionate part of the severance allowance shall be determined according to the number of days from re-taking up the employment relationship to the lapse of the period arising from the severance allowance provided.

(4) An employee whose rights and obligations pursuant to labour-law relations are transferred to another employer by virtue of this Act for reasons of organisational changes or rationalisation measures shall not be entitled to severance allowance.

(5) Upon termination of an employment relationship, the employer shall pay a severance allowance at the next pay term determined as the term for payment of wages at the employer, unless the employer agrees otherwise on severance allowance with the released employee.

(6) Upon the first termination of employment relationship upon acquiring entitlement to an early old age pension, old-age pension and invalidity pension providing that the decrease incapacity to perform gainful activity is more than 70 %, and providing that he/she claimed the pension concerned before or immediately after termination of employment relationship, an employee shall be entitled to discharge benefit of at least the amount of his/her average monthly earnings pursuant to § 134.

Claims from invalid termination of employment relationship

§ 77

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

§ 78

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

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

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

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

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

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

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

§ 79

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

(2) If the entire time for which an employee should be granted wage compensation exceeds nine months, the court may, on the request of an employer, appropriately reduce his/her wage compensation obligation for the time exceeding nine months, or not award the wage compensation for the employee; at taking decision the court shall primarily take account of the fact whether the employee was in the meantime employed by another employer, what work he/she performed there, and what earnings he/she received or for what reason he/she did not work.

(3) Where an employer terminated employment relationship in an invalid manner and the employee does not insist on keeping employment with the employer, unless the employee and employer agree in writing otherwise, it shall be deemed that the employment relationship was terminated by agreement, if

(a) an invalid notice was given, upon expiration of the period of notice,

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

(4) In cases stipulated in paragraph (3), letter b), an employee shall be entitled to wage compensation in the amount of average monthly earnings according to § 134 for a two-month notice period.

§ 80

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

§ 81

Fundamental obligations of employee

An employee shall mainly be obliged

a) to work responsibly and properly, and to follow the instructions of superiors issued in accordance with legal regulations; a superior includes also the superior civil servant pursuant to special regulations,

b) to be at the workplace at the beginning of working time, to utilise the working time for assigned work and to leave only after the termination of the working time,

c) to adhere to legal regulations and other regulations relating to the work he/she performs, if he/she was properly acquainted thereof,

d) in the period in which, pursuant to special regulation, he/she has the right to wage compensation during temporary inability to work, to maintain the treatment determined by an examining physician,

e) to properly manage the resources entrusted to him/her by the employer and to protect the employer's property against damage, loss, destruction and abuse, and not to act in contradiction to the justified interests of the employer,

f) to maintain confidentiality over matters that he/she became acquainted with in the course of employment, and which, in the interests of the employer may not be disclosed to other persons.

§ 82

Fundamental obligations of executive employees

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

a) to manage and check the work of employees,

b) to create favourable working conditions and ensure safety and health protection at work,

c) to secure remuneration of employees in accordance with generally binding legal regulations, collective agreements and employment contracts,

d) to create favourable conditions for improving the professional standard of employees and for satisfying their social needs,

e) to ensure that breaches of labour discipline shall not transpire,

f) to ensure the adoption of timely and effective measures for protection of the employer's property.

§ 83

Performance of other gainful activities

(1) Concurrent to employment performed within the scope of his/her employment relationship, an employee may perform gainful activities that are consistent or similar with the subject of activities of his/her employer with prior written consent of the employer only.

(2) The employer may revoke in writing the granted consent according to paragraph (1). In the written revocation of consent, the employer shall be obliged to indicate reasons for amending his/her decision. An employee shall consequently be obliged to terminate the gainful activity without undue delay, in a manner pursuant to respective legal regulations.

(3) The limitations stipulated in paragraphs (1) and (2) shall not apply to the performance of scientific, pedagogical, publicist, tutorial, lecturing, literary and artistic activities.

§ 84

Work rules

- (1) An employer may issue work rules upon prior consent of the employees' representatives, otherwise it shall be invalid.
- (2) Work rules shall specify in more detail, in compliance with legal regulations, the provisions of this Act according to special conditions of the employer.
- (3) Work rules shall be binding for the employer and for all his/her employees. It shall take effect upon the day determined therein, at the earliest, however, on the day it was made public at the employer.
- (4) All employees must be acquainted with the work rules. The work rules must be accessible to all employees.

P a r t T h r e e

WORKING TIME AND REST PERIODS

§ 85

Working time

- (1) Working time is the time segment when an employee shall be at the disposal of the employer, performs work and discharges obligations pursuant to the employment contract.
- (2) A rest period shall be any period which is not working time.
- (3) For the purposes of determining the extent of working time and the planning of working time, a week shall be seven consecutive days.
- (4) Working time in the course of 24 hours may not exceed eight hours, unless this Act stipulates otherwise.
- (5) Maximum weekly working time of an employee shall be 40 hours. An employee whose working time is arranged in such manner that he/she regularly performs work alternately on both shifts of a two-shift operation, shall have maximum working time of 38 and $\frac{3}{4}$ hours per week, and on all shifts of a three-shift operation or a continuous operation, maximum working time of 37 and $\frac{1}{2}$ hours per week.
- (6) The working time of an employee who works with proved chemical carcinogens, in work procedures with the risk of chemical carcinogenicity shall be at most 33 and $\frac{1}{2}$ hours per week.
- (7) The maximum weekly working time of an adolescent employee under 16 years of age shall be 30 hours per week, even when working for several employers. Maximum weekly working time of an adolescent employee over 16 years of age shall be 37 and $\frac{1}{2}$ hours even when working for several employers. The working time of an adolescent employee may not exceed 8 hours in the course of 24 hours.
- (8) Working time determined by employer pursuant to paragraphs (1), (5) to (7) shall be the determined weekly working time.

(9) Maximum weekly working time of an employee, including overtime, shall be 48 hours.

§ 86

Even distribution of working time

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

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

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

§ 87

Uneven distribution of working time

(1) If the nature of work or operational conditions do not allow for working time to be distributed evenly over individual weeks, after negotiation with the employees' representatives or agreement with the employee, an employer may arrange working time unevenly for individual weeks. The average working time may not however exceed, in a maximum period of four months, the established weekly working time.

(2) An employer may, after agreement with the employees' representatives or agreement with the employee, arrange working time unevenly for individual weeks for a period longer than four months, for a period not exceeding 12 months if it concerns activities that require different work demands in the course of the year. The average working time may not however exceed the established weekly working time. Equally, working time may be arranged for specific organisational units or types of work.

(3) For an employee with disability, a pregnant woman, a woman or man permanently caring for a child younger than three years of age, a solitary 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.

(5) The working time of an employee of a fire brigade unit may not exceed 18 hours in the course of 24 hours.

Flexible working time

§ 88

(1) In the interest of increasing the work efficiency and improved securing of the employees' needs, an employer may adopt flexible working time upon prior negotiation with the employees' representatives.

(2) In the application of flexible working time, the employee shall himself/herself choose the beginning or also the end of working time for individual days within the frame of time

segments as determined by the employer (optional working time). A time segment shall be inserted between two segments of optional working time, in which the employee shall be obliged to be present at the workplace (basic working time). Flexible working time may be applied to both even distribution of working time for individual weeks as well as for uneven distribution.

(3) The beginning and end of basic working time shall be determined by the employer in such a way that in case of determined weekly working time of 40 hours, the basic working time for individual working days shall be at least five hours.

(4) Optional working time at the beginning and end of work shifts shall be arranged by the employer in such a way that for a determined weekly working time of 40 hours, the segment of optional working time at the beginning of a work shift shall be at least one hour.

(5) Where the weekly working time is less than 40 hours, paragraphs (3) and (4) shall apply accordingly in such a way that the lengths of basic and optional working time segments shall be determined in proportion to the weekly working time.

(6) Basic working time together with segments of optional working time shall constitute daily operational time.

§ 89

(1) Flexible working time shall be applied mostly as

a) a flexible working day, whereby an employee shall choose the beginning of the work shift himself/herself and shall be obliged in the respective working day to work the whole work shift pertaining to that day according to work timetable determined by the employer,

b) a flexible working week with even distribution of working time, whereby an employee shall choose the beginning and end of work shifts and shall be obliged in the respective working week to work the whole determined weekly working time, whereby the maximum length of work shift may be 12 hours,

c) a flexible four-week working period, whereby an employee shall choose the beginning and end of work shifts and shall be obliged in a period of four consecutive weeks, as determined by the employer, to work the working time as determined by the employer for this four-week period.

(2) Account shall not be taken of work performance in excess of the length of a work shift with the application of a flexible working day, or in excess of the determined weekly working time with the application of a flexible working week, and in excess of the four-week working time with the application of a flexible four-week working period, and provided such work performance is not an overtime work or working of unfulfilled parts of working time.

§ 90

Beginning and end of working time

(1) A work shift is part of the established 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.

(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.

(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 may allow an employee, on his/her request, for health reasons or for other serious reasons at his part, an appropriate arrangement of the determined weekly working time, or agree on such arrangement with an employee under the same conditions in the employment contract.

§ 91

Breaks at work

(1) An employer shall be obliged to provide an employee whose work shift is longer than six hours with a break for rest and eating for duration of 30 minutes. An employer shall be obliged to provide an adolescent employee whose work shift is longer than 4.5 hours with a break for rest and eating for duration of 30 minutes. Concerning work that may not be interrupted, an employee must be secured, without discontinuing operation or work, adequate time for rest and eating.

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

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

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

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

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

§ 92

Continuous daily rest

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

(2) Such rest period may be reduced to eight hours for an employee older than 18 years of age in continuous operations and with work batches, when performing urgent repair work concerning the averting of a threat endangering the lives or health of employees and in case of extraordinary events. In other cases, this rest may only be reduced after agreement with the employee.

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

§ 93

Continuous weekly rest

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

(2) Where the nature of work and conditions of operation do not allow for distribution of working time pursuant to paragraph (1), two consecutive days of continuous rest in the week shall be granted on other days of the week.

(3) Where for operational reasons it shall not be possible to arrange working time pursuant to paragraphs (1) and (2), upon prior negotiation with employees' representatives or upon agreement with an employee older than 18 years of age, the employer may arrange working time in such a way that the employee has at least 24 hours of continuous rest once per week, which should fall on Sunday.

Days of rest

§ 94

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

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

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

a) urgent repair work,

b) loading and unloading work,

c) stock-taking and closing of accounts work,

d) work performed in continuous operations for an employee who failed to take up his/her shift,

e) work for averting threat endangering life or health, or in case of extraordinary events,

f) imperative work with regard to satisfying the living, health and cultural needs of the population,

g) feeding and care of agricultural animals,

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

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

§ 95

Regarding workplaces with night shifts, a day of rest 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.

§ 96

Work stand-by

(1) Work stand-by concerns an employer who, in justified cases, in order to secure necessary tasks, charges an employee or agrees with him/her to keep for a determined time to a determined place and be ready for work performance outside the scope of the timetable of work shifts and beyond the determined weekly working time arising from the predetermined working time distribution.

(2) An employer may charge work stand-by up to the maximum scope of 8 hours per week or 36 hours per month, and 100 hours per calendar year. Work stand-by in excess of such scope shall only be admissible upon agreement with the employee.

(3) An employee shall be entitled to compensation for a period of work stand-by in the amount of at least 20 % of the minimum hourly wage claim in SKK for work of the first degree difficulty and in case of work stand-by at a workplace in the amount of at least 50 % of the minimum hourly wage claim in SKK for work of the first degree difficulty (§ 120). Compensation for a period of work stand-by shall not be applicable to such a period during which work was performed; such performance shall be deemed overtime work.

§ 97

Overtime work

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

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

(3) With flexible working time, overtime work is work performed by an employee by order of the employer or with his/her consent outside the basic working time, with the application of

a) a flexible working day beyond the length of the work shift falling on the respective day according to the timetable of weekly working time determined by the employer,

b) a flexible working week beyond the determined weekly working time,

c) a flexible four-week working period beyond the determined working time falling on such period.

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

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

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

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

(8) Overtime work, for which an employee received time-off, shall not be included in the maximum admissible number of hours of overtime work in a year, nor the work performed

a) with regard to urgent repair work,

b) with regard to extraordinary events and urgent work where there was a risk of danger threatening life, health or great economic damage.

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

(10) An employer may, for substantive reasons, agree upon overtime work with an employee beyond the limits stipulated in paragraph (7), in an extent of at most 250 hours."

(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 and for the ensuring of a safe and fluent manufacturing process.

§ 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 who

a) performs work requiring regular performance at night, to the extent of at least three consecutive hours or,

b) presumably works at night, for a minimum of 500 hours per year.

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

a) prior to assignment to night work,

b) regularly as required, at least once per year,

c) at any time during the course of assignment to night work, for health defects induced by performance of night work,

d) if so requested by a pregnant woman or mother of a child younger than nine months.

(4) Expenses for the examination of health capacity pursuant to paragraph 3 shall be borne by the employer pursuant to special regulation.

(5) An employer shall be obliged to furnish a workplace where night work is performed by means for the provision of first aid, including means for hailing prompt medical assistance.

(6) An employer shall be obliged to negotiate regularly the organisation of night work with the employees' representatives. The employer shall be obliged to ensure safety and health protection at work for employees working at night that corresponds to the nature of their work, and to secure that protective and preventive services or facilities relating to safety and protection of health at work shall always be at the disposal of employees working at night, and that such are equivalent to those which other employees have at their disposal.

(7) An employer who regularly employs employees at night shall be obliged to notify the competent labour inspectorate and employees' representatives of such fact, if they so request.

(8) An employer shall be obliged, to arrange with an employee working at night, the established weekly working time in such a way that the average length of a shift not exceed 8 hours in a period of at most four consecutive calendar months, whereby the calculation of the average length of a work shift of an employee working at night shall be based on a five-day working week.

(9) The working time of an employee performing heavy physical work or strenuous intellectual work, or work which could lead to threatening life or health may not exceed eight hours in the course of 24 hours. An employer shall, after agreement with employees' representatives and in conformity with legal regulations on the provision of safety and protection of health at work, limit the extent of heavy physical work or strenuous intellectual work, or work which could lead to threatening of life or health.

§ 99

Documentation

An employer shall be obliged to keep documentation of an employee's working time, overtime work, night work and stand-by work.

§ 100

Paid holiday

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

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

Annual paid holiday

§ 101

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

§ 102

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

§ 103

- (1) The basic scope of paid holiday shall be at least four weeks.
- (2) Paid holiday of the scope of at least five weeks shall pertain to an employee who, by the end of the calendar year, shall have worked at least 15 years of employment relationship after the age of 18.
- (3) Paid holiday of teachers, including headmasters and their senior masters, teachers at nursery schools, including headmasters of such schools and their senior masters, teachers of vocational training and educators shall be at least eight weeks per calendar year.
- (4) An employee shall be obliged to demonstrate the entitlement to a longer than basic scope of paid holiday at the latest by the end of the calendar year for which he/she makes claim to longer paid holiday; otherwise, the entitlement to longer paid holiday for that calendar year shall expire.
- (5) The term of duration of employment relationship, if it falls within the period following 18 years of age, shall include a period of
 - a) continuous care for a child younger than three years of age,
 - b) service in the armed forces, armed security corps and in the Prison Wardens and Judiciary Guard Corps, and of performance of civilian service or civil service,
 - c) successful completion of study,
 - d) scientific (artistic) post-graduate studies,
 - e) doctoral study,
 - f) membership in a cooperative, where working relations are also a component part of membership,
 - g) personal care for a close person who was predominantly or totally helpless and who was not placed in a social care institution or similar health-care facility, and personal care for a long-term seriously disabled child requiring exceptional care, unless the child was placed in an establishment for such children,
 - h) occupational training performed according to special regulations,
 - i) an employee being registered in the unemployment records as unemployed or received invalidity pension,
 - j) detention or serving of a sentence of imprisonment, if criminal prosecution against the employee was halted, or if acquitted of the indictment, even if such was in subsequent proceedings, and of a sentence of imprisonment executed on grounds of a revoked decision exceeding the length of a more moderate sentence imposed in subsequent proceedings,
 - k) activities of self-employed persons.
- (6) The term of duration of an employment relationship abroad, or any other creditable period spent abroad shall be calculated in the period decisive for determination of the length of paid holiday, under the same conditions as if the employee had worked within the territory of the Slovak Republic.

(7) The periods stipulated in the paragraphs (1) to (6) shall not be credited if they pertain to the period of duration of employment relationship; if mutually overlapping, they shall be credited only once.

§ 104

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

§ 105

Paid holiday for days worked

An employee who is not entitled to annual paid holiday nor proportionate part thereof, as he/she has not performed at least 60 days of work in the calendar year with the same employer, shall be entitled to paid holiday for days worked to the extent of one twelfth of annual paid holiday for each 22 days worked in the pertinent calendar year.

Supplementary paid holiday

§ 106

(1) An employee working underground over the whole calendar year in the extraction of minerals or driving tunnels or passages and an employee who performs particularly difficult or health-endangering work, shall be entitled to supplementary paid holiday of one week. If an employee works under such conditions for only part of the calendar year, he/she shall be entitled to one twelfth of supplementary paid holiday for each 22 days so worked.

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

- a) permanently works in health-care facilities or in workplaces thereof, where patients with a contagious form of tuberculosis or acquired immune deficiency syndrome (HIV/AIDS) are treated,
- b) is exposed, when working at a workplace with contagious materials, to a direct threat of contagion,
- c) to a significant degree is exposed to the adverse effects of ionisation radiation,
- d) works in the direct treatment or attendance of the mentally ill or mentally handicapped, to the extent of at least half the determined weekly working time,
- e) works continuously for at least one year in a tropical area or other area that is demanding on health,
- f) performs exceptionally arduous work, whereby he/she is exposed to the influence of damaging physical or chemical effects, to such extent that may adversely affect the employee's health to a significant degree,
- g) works with known chemical carcinogens or in working processes posing the risk of chemical carcinogenic effects.

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

§ 107

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

§ 108

Deleted

§ 109

Reduced paid holiday

(1) If an employee who has fulfilled the condition of at least 60 days worked in the calendar year for which paid holiday is provided has not worked for reasons of performing national service, surrogate service or civilian service instead of such service, for reason of drawing parental leave (§ 166, paragraph (2)), and due to substantive personal obstacle not stipulated in § 141, paragraph (2), his/her paid holiday shall be reduced by one twelfth for the first 100 working days thus lost, and equally by one twelfth for each additional 22 days. An employee's paid holiday shall not be reduced for periods of incapacity to work arising due to accident at work or occupational disease for which the employer is accountable.

(2) 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.

(3) With the reduction of paid holiday under paragraph (1), an employee whose employment relationship with the same employer lasted throughout the whole calendar year must be provided with paid holiday to the extent of at least one week, and adolescent employees to the extent of two weeks.

(4) 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 22 working days thus lost. Paid holiday shall be equally reduced for serving a period of detention, where the employee was legally sentenced to such, or if the employee was acquitted of the indictment, or as the case may be, if criminal prosecution against him/her was halted only due to the fact that he/she was not criminally accountable for the committed crime, or if he/she was granted a reprieve, or if the crime was pardoned.

(5) Paid holiday for days worked and supplementary leave may only be reduced for reasons as laid down in paragraph (2).

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

Common provisions on paid holiday

§ 110

- (1) Seven consecutive calendar days shall be understood as one week paid holiday.
- (2) Termination of the hitherto employment relationship and the directly following establishing of a new employment relationship of the employee with the same employer shall be deemed continuous duration of employment relationship.

§ 111

- (1) The draw of paid holiday shall be determined by the employer upon negotiation with the employee in accordance with the paid holiday time-table determined with the prior consent of employees' representatives in such a way that the employee may normally draw his/her paid holiday as a whole and by the end of the calendar year. When determining leave, it is necessary to take into account the employer's tasks and the justified interests of the employee.
- (2) Upon agreement with the competent trade union body, an employer may impose collective draw of paid holiday if such is imperative for operational reasons and is compatible with the interests of employees; collective draw of paid holiday may not be for more than two weeks, and not more than four weeks for professional artistic ensembles. In a theatre or any other artistic institution whose line of activities is to interpret musical works collective draw of paid holiday may be imposed in full extent.
- (3) Where paid holiday is provided in several parts, one part at least must be for the minimum of two weeks unless the employee and employer agree otherwise. The employer shall be obliged to announce the draw of paid holiday to employees at least 14 days in advance; exceptionally, such period may be reduced provided the employee grants his/her consent.

§ 112

- (1) An employer shall be obliged to reimburse an employee for costs that arose to him/her through no fault of his/her own as a result of the employer changing the employee's draw of leave, or due to calling him/her out from a paid holiday.
- (2) An employer may not designate draw of paid holiday for a period when the employee is carrying out national service, surrogate service, reserve service, civilian service, or civilian service instead of reserve service, or when he/she is acknowledged 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 draw of paid holiday for the employee at his/her request only.
- (3) If during the employee's paid holiday, a public holiday falls on a day that would otherwise normally be a working day for him/her, such a day shall not be calculated in the period of paid holiday.
- (4) If an employer designates for an employee time-off for overtime work or for work performed on a public holiday in such a way that it would fall on his/her paid holiday, the employer shall be obliged to determine time-off for the employee on a different day.

§ 113

(1) An employer may determine draw of paid holiday for an employee even if the employee has not yet become eligible for a claim to leave, where it is possible to anticipate that he/she shall become eligible by the end of the calendar year, or by the termination of the employment relationship.

(2) If an employee was unable to draw his/her paid holiday in the calendar year due to urgent operational reasons, or because the employer did not determine its draw or due to obstacles to work, the employer shall be obliged to provide such to the employee so that it ends by the end of the subsequent calendar year at the latest. The employer shall be obliged to designate for the employee the draw of at least four weeks of paid holiday in a calendar year if he/she is entitled to such and if work obstacles on the part of the employee does not prevent the determination of paid holiday. If, due to draw of parental leave, an employee is unable to draw leave nor by the end of the subsequent calendar year, the employer shall provide the employee with such undrawn paid holiday upon termination of parental leave.

§ 114

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

§ 115

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

§ 116

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

(2) Wage compensation for undrawn leave may only be provided to an employee when he/she was unable to draw leave due to termination of the employment relationship.

(3) An employee shall be entitled to wage compensation in the amount of his/her average earnings for paid holiday or part thereof which he/she was unable to draw.

§ 117

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

Part Four

WAGE AND AVERAGE EARNING

Wage

§ 118

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

(2) A wage shall be financial settlement or settlement of a financial value (wages in kind), provided by an employer to an employee for work. Settlement provided in relation to employment pursuant to other provisions of this Act, or special regulations, in particular wage compensation, severance allowance, discharge benefit, travel reimbursement, contributions from the social fund, revenues from capital stocks (shares) or bonds, and compensation for work stand by, shall not be considered as wages. Other settlements provided to an employee by an employer paid of net profit shall likewise not be considered as wages.

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

§ 119

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

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

(3) Wage conditions must be equal for both men and women without any discrimination on grounds of sex. Women and men shall be entitled to equal wages for work of an equal level of complexity, responsibility, and difficulty, performed under the same working conditions and upon achievement of the same efficiency and work results.

§ 120

Minimum wage claims

(1) Where remuneration of employees is not concluded in the collective agreement, an employer shall be obliged to provide employees with a wage, at least in the amount of the minimum wage claim determined for the degree of work difficulty (hereinafter referred to as 'degree') pursuant to the pertinent work post. Where the wage of an employee does not in a calendar month, with calculation of worked hours, reach the amount of the minimum wage claim, the employer shall provide the employee with a supplementary pay in the amount of the difference between the actual wage earned and the minimum wage claim determined for the degree pursuant to the pertinent work post.

(2) Wages for overtime work (§ 121), wage surcharge for work on a public holiday (§ 122), wage surcharge for night work (§ 123), and wage surcharge for work in a constrained and health detrimental working environment (§ 124) shall not be included in wages under paragraph (1). Hours of overtime work shall not be included in the calculation of worked hours according to paragraph (1).

(3) A work post pursuant to paragraph (1) shall be the total of working activities that an employee performs pursuant to the employment contract. An employer in accordance with paragraph (1) shall be obliged to designate a degree to each work post, in compliance with the characteristics of difficulty degree of work posts as stipulated in the annex.

(4) The rates of minimum wage claims for the relevant degree shall be a multiple of the minimum wage set by special regulation for a fixed weekly working time of 40 hours and the index of minimum wage:

Degree	Multiple of minimum wage
1	1.0
2	1.2
3	1.4
4	1.6
5	1.8
6	2.0

(5) Upon determining a weekly working time pursuant to § 85 for less than 40 hours, the hour-rates of minimum wage claims shall increase commensurately.

(6) The rate of the minimum wage claim shall be rounded up to the whole ten halliers higher.

§ 121

Wage for overtime work

(1) Upon performance of overtime work, an employee shall be entitled to wages attained together with a wage surcharge of at least 25 % of his/her average earnings. If an employer agrees with an employee on the taking of time-off for a period of overtime work, the employee shall be entitled to an hour of time-off for each hour of overtime work; in such a case, he/she shall not be entitled to a wage surcharge. If the employer does not provide the employee with substitute time-off over a period of three months or other agreed period after performance of overtime work, the employee shall be entitled to the wage surcharge pursuant to the first sentence.

(2) An employer may agree with the employee that in the amount of wages shall be taken into account the possibility of overtime work, at most however to a total of 150 hours annually. With an executive employee who is in the direct managing competence of a statutory body and an executive employee who is in a direct managing competence of this executive employee, an employer may agree that in the amount of wages shall be taken into account the possibility of agreed overtime work. In these cases, the employee shall not be entitled to a wage for overtime work, including wage surcharges for overtime work pursuant to paragraph (1), and may not have substitute time-off for this period.

§ 122

Wage and wage compensation for public holiday

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

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

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

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

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

§ 123

Wage surcharge for night work

(1) For performance of night work, in addition to wages attained an employee shall be entitled to a wage surcharge for each hour worked at night at the level of at least 20 % of his/her minimum wage claim pursuant to § 120, paragraph (4), in SKK for one hour at the first degree.

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

§ 124

Wage surcharge for work in constrained and health detrimental working environments

(1) An employee shall be entitled to a wage surcharge for work performed in constrained and health detrimental working environments whereby the life and health of the employee are threatened, in the case where there is a risk of exceeding the highest admissible values or exposure of an employee to such detrimental factors of work or working environment which are stipulated by special regulations. The risk of such excess shall be assessed by the competent health protection body at the request of the employer, employees' representative or the employee.

(2) Working activities whereby the life and health are threatened in the working environment means activities with the risk of detrimental effects of

- a) professional infection,
- b) ionising radiation or non-ionising radiation,
- c) chemical carcinogens,
- d) deleterious chemical substances or
- e) physical influences (e.g. dust, heat, noise, vibration, increased air pressure).

(3) For work in a constrained and health detrimental working environment, an employee shall be entitled, in addition to wages attained for each hour of work in such an environment, to a wage surcharge of at least 20 % of his/her minimum wage claim pursuant to § 120, paragraph (4) in SKK per hour at the first degree.

(4) Wage surcharge may also be provided in

- a) lower intensity of influence of damaging work factors or working environments as correspond to the procedures pursuant to paragraph (1),
- b) the impact of other influences of the working environment in which life or health are not threatened pursuant to paragraph (2), but make the work of an employee significantly more difficult.

(5) Upon agreement on wage surcharge for work in constrained and health detrimental working environments pursuant to paragraph (4), provisions of paragraph (3) shall not apply.

§ 125

Wage for performance of other work

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

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

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

(4) Contributions to the insurance funds 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 health protection body in a written application within 30 days from the culmination of quarantine measures.

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

§ 126

Wage in case of faulty work

If an employee produces a reject due to his/her own faulty work (faulty product), he/she shall not be entitled to wages for work spent on such. If it is possible to correct a reject and if the employee performs the correction himself/herself, he/she shall be entitled to wages for work on such a product, although not to wages for performing its correction. If the employee is not to blame for a reject, he/she shall be entitled to wages for a faultless work. He/she shall be entitled to such a wage also in the case when following notification about a deficiency, he/she was not instructed to stop the work. Commensurate to that with rejects, the same procedure shall apply to faulty performance of installation, repairs, modifications, construction work, and to wrong and faulty provision of service.

§ 127

Wage in kind

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

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

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

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

§ 128

Wage in foreign currency

An employee performing the work abroad pursuant to the employment contract may be provided with wages or part thereof in a foreign currency. Currency conversion of wages from Slovak Crown to a foreign currency shall be executed according to the foreign exchange rate announced by the National Bank of Slovakia on the day preceding the day determined for payment of wages pursuant to § 130, paragraph (2) or on a different day as agreed.

§ 129

Payment term of wage

(1) A wage shall be due in arrears for a monthly period, this by the end of the consequent calendar month at the latest, unless agreed otherwise in the collective agreement or in the employment contract.

(2) By request of an employee, a wage due while on leave must be paid to him/her prior to commencement of this leave. This shall also apply upon commencement of service in the armed forces or civilian service.

(3) Upon termination of employment, the employer shall pay the employee wages due for the monthly period on the day of employment's termination, unless they agree otherwise.

§ 130

Payment of wage

(1) Wage shall be rounded up to the whole crown and paid to an employee in cash form. In other form of settlement or in a foreign currency, wage may only be paid if so enabled by virtue of this Act or special regulation.

(2) Wage shall be paid on the payment days as agreed upon in the employment contract or in the collective agreement. Agreement with a home worker may be concluded for wages to be paid also for supply of each completed job assigned.

(3) Between payment days, an employer may provide a wage advance on agreed dates. By request of an employee, the employer may provide a wage advance on another day as agreed upon with the employee.

(4) Wage shall be paid during working time and at the workplace, unless agreed otherwise in the employment contract or collective agreement. If an employee is unable to appear for payment of wages for substantive reasons or if he/she works at a remote workplace, the employer shall forward him/her his/her wage such that he/she receives payment of wages on the day determined for the payment, or on the nearest subsequent working day at the latest, this at his/her own cost and at his/her own risk, unless they agree otherwise.

(5) In the calculation of wages, the employer shall be obliged to issue a written record for an employee containing information on the individual components of wages and on the execution of deductions, and on the total price of work. The total price of work shall be constituted by the wage, including wage compensation and standby work compensation and, in separate structuring, by the settlement of advances to health insurance premiums, sickness insurance premiums, old-age insurance premiums, invalidity insurance premiums,

unemployment insurance premiums, guarantee insurance premiums, accident insurance premiums and solidarity reserve fund insurance premiums, and contributions to the old-age pension saving, paid by the employer. On request of an employee, the employer shall present him/her such documentation for his/her inspection upon which the calculation of wages was based.

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

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

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

Wage deductions and order of deductions

§ 131

(1) The employer shall execute deductions from wages, with priority given to execution of deductions for contributions to sickness insurance and pension security, health insurance, unemployment insurance and supplementary pension insurance which the employee is obliged to pay, tax advances and arrears from tax advances, tax arrears and tax arrears advances due to his negligence, including accessories and arrears from annual accounting of income tax advances from dependent activities and functional emoluments.

(2) Upon execution of deductions pursuant to paragraph (1), an employer may execute only the following forms of wage deduction

a) wage advance, which the employee is obliged to return because the conditions for admission of such wages were not fulfilled,

b) amounts seized by execution of a decision imposed by a court or state administration body,

c) financial punishments (fines) and also settlements levied on an employee by executable decision of competent bodies,

d) wrongly received amounts of pension security benefits, sickness insurance benefits, state social allowances, and levies and allowances of social assistance, and financial allowances for social consequences compensation of severe physical impairment, where the employee is obliged to return such on the basis of an executable decision,

e) unaccounted advances on travel reimbursement,

f) relocation compensation and other expenses which were paid to the employee and which he/she is obliged to return according to labour regulations,

g) wage compensation for the paid holiday to which the employee lost entitlement, or to which he/she was not entitled,

h) wrongly received unemployment benefit or advances on unemployment benefit, if the employee is obliged to return such on the basis of executable decision pursuant to special regulation.

(3) Other wage deductions outside of the scope of deductions as stipulated in paragraphs (1) and (2) may only be executed by an employer on the basis of a written agreement on wage deductions concluded with an employee.

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

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

(6) With regard to unaccounted advances on travel reimbursement, relocation and other expenses, with wage compensation for paid holiday, with wage advances or part thereof, which the employee is obliged to pay back because the conditions for their admission were not discharged, the order of deductions shall be governed according to the day execution of deductions began.

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

(8) If an employee takes up an employment relationship with another employer, the order that liabilities acquired as stipulated in (4) and (5) shall remain preserved also at the new employer. The obligation to execute deductions shall arise for the new employer on the day on which he/she learns from the employee or former employer that wage deductions were executed, including for which liabilities. The same shall apply to execution of deductions pursuant to paragraph (7), if in the agreement on wage deductions such an effect was not expressly disqualified.

§ 132

The provisions of § 129 to 131 shall apply equally to wage compensation and settlements for time of work standby if it concerns their terms, payment and execution of deductions.

§ 133

Standardisation of work

(1) An employer may stipulate norms on workload. Upon determining the required volume of work and work tempos, he/she must take into consideration the work tempo adequate to average physiological and neuro-psychic possibilities, legal regulations and other regulations

on provision of safety and health protection at work, time for personal hygiene after termination of work and time for the natural needs of employees.

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

(3) If the establishment of and changes to work load norms are not agreed upon in the collective agreement, the employer shall establish norms and implement changes to such only upon negotiation with employees' representatives.

Average earning for labour-law purposes

§ 134

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

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

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

(4) Average earnings shall be ascertained as average hourly earnings. 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.

(5) If the average earnings of an employee are lower than the minimum wage to which the employee would be entitled in the calendar month in which the need for applying average earnings arose, the average earnings shall be increased to a sum corresponding to this minimum wage. If compensation of employees is not agreed in a collective agreement with an employer, and the average earning of an employee is lower than the corresponding minimum wage claim (§ 120, paragraph (4)), the average earnings shall be raised to a sum corresponding to this minimum wage claim.

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

(7) If an employee in the decisive period is accounted, for the purpose of ascertaining average earnings, a wage (part of a wage) that is provided for a period longer than one calendar quarter, its proportionate part that pertains to the calendar quarter, shall be determined. The

remaining part (parts) shall be included to wages in ascertaining average earnings for the consequent period (consequent periods). When determining proportionate parts of wages, the employer shall take into account the part of periods worked by an employee in the decisive period or in other decisive periods from the fund of working time in the respective period.

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

(9) Where, for the purpose of calculating a financial settlement, average net monthly earnings of an employee are applied pursuant to generally binding legal regulations, such earnings shall be ascertained from average monthly earnings minus the sum of contributions to sickness insurance and pension security, health insurance, unemployment insurance, supplementary pension insurance, and tax advances for income tax of natural persons, calculated according to conditions and rates valid for the employee in the month in which such earnings are ascertained.

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

(11) The particulars of ascertaining average earnings or probable earnings may be agreed upon in the collective agreement.

§ 135

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

Part Five

OBSTACLES TO WORK

§ 136

Obstacles for reasons of general interest

(1) An employer shall provide an employee with time off 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 without wage compensation unless this Act, special regulation or the collective agreement stipulates otherwise, or unless the employer and the employee agree otherwise.

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

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

§ 137

(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) Civil duty shall be particularly activity of:

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

b) administering of first aid,

c) obligatory medical examinations,

d) measures against infectious diseases,

e) other urgent measures of treatment and preventive care,

f) isolation for reasons of protective veterinary measures,

g) special events,

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

i) mandatory participation of employees in remedial stays.

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

a) donation of blood and plasma,

b) donation of other biological materials,

c) performance of a function in a trade union body,

d) activity of a member of a works council and works trustee,

e) participation of employees' representatives in training,

f) activity of a member of electoral commissions during elections proclaimed by the President of the National Council of the Slovak Republic and referenda, and activity as a member of bodies in public voting for the removal of the President of the Slovak Republic,

g) activity as a member of the mountain service or other organized rescue service, during personal participation in rescue action,

h) activity of head of a camp for children or youth, its deputy for economic affairs and deputy for health matters, a group leader, trainer, instructor, or health officer in a camp for children or youth,

i) activity as a member of an advisory body of the Government of the Slovak Republic,

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

§ 138

Wage compensation upon performance of civil duty and other action of general interest

An employer shall provide an employee with time-off for the necessary time with wage compensation for participation in remedial stays, for compulsory medical examinations, for the donation of blood and plasma, donation of other biological materials and for participation of employees' representatives in training.

§ 139

Wage compensation upon discharge of professional training tasks in the armed forces

- (1) If an employee is obliged to appear in person to the territorially competent military administration body or to the determined unit of the armed forces in connection with medical examination, the employer shall provide him/her with time off from work for a necessary period of time.
- (2) If an employee is to take up professional training at a place so distant from his place of residence that the journey there by such transport means as he is authorised to utilise shall take longer than six hours, he shall be entitled to time off from work for one day (one travel day).
- (3) The employer shall, upon completion of the employee's professional training, provide him/her with wage compensation for the time spent in the professional training in the amount of his/her average earnings, payable not later than five days from the date of completion of professional training.
- (4) For the journey from the place where an employee completed his/her professional training to the place of permanent residence, or alternatively to the workplace, the employee shall be entitled to one travel day under the conditions stipulated in paragraph (2).
- (5) For time off and for travel days provided pursuant to paragraphs (1), (2) and (4), the employee shall be entitled to wage compensation in the amount of his/her average earnings.
- (6) The employee shall be obliged to appear in person to work by the second day at the latest from completing professional training. No entitlement to wages nor wage compensation shall be applicable for the period prior to taking-up the work. The possible travel day pursuant to paragraph (5) shall not be included into such a period.
- (7) Wage compensation paid by an employer pursuant to paragraphs (1) through (5) shall be reimbursed to the employer by the competent service office.
- (8) Upon completion of professional training the employee shall be entitled to a wage from the day of returning to work.

§ 140

Increasing qualification

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

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

(3) An employer shall provide time off 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 for preparation and performance of final examinations and leaving examinations,

d) 40 days for preparation and performance of state examinations or dissertation examinations,

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

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

§ 141

Substantive personal obstacles to work

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

(2) An employer shall provide an employee with time off with wage compensation in the amount of average earnings or without wage compensation for the following reasons and to the following extent at least:

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

1. time off 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 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 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) an employee's wife gives birth to a child; time off with wage compensation shall be provided for a necessary period of time for transportation of his/her wife to the 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 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 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 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 with wage compensation for one day to attend the funeral of a parent or sibling of the employee, parent or sibling of the employee's spouse, and the spouse of an employee's sibling, and an additional day if the employee is arranging the funeral of such deceased,
 3. time off with wage compensation for a necessary period of time of maximum one day, to attend the funeral of the employee's grandparent or grandchild, or grandparent of his/her spouse, or other person who although not belong to among the above relatives but lived with the employee at the time of death in a household, and an additional day if the employee is arranging the funeral of such deceased,
- e) the employee's own wedding; time off without wage compensation shall be provided for one day,
- f) prevented journey to work due to reasons of weather, by specific means of transport that an employee with serious disablement uses; time off 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 without wage compensation shall be provided for a necessary period of time if an employee was unable to reach the place of work by other appropriate means,
- h) moving house of an employee who possesses his/her own furniture; time off 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 shall be provided with wage compensation,

i) seeking a new work post upon termination of employment relationship; time off 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 with wage compensation shall be provided where termination of employment relationship with notice served by the employer or by agreement for reasons pursuant to § 63, paragraph (1), letters a) to c); time off may be combined upon agreement with the employer.

(3) An employer may, for reasons pursuant to paragraph (2), provide an employee with additional time off without wage compensation, or alternatively may provide him/her with time off without wage compensation for other substantive reasons, particularly for arrangement of important personal, family or other matters that are not possible to arrange out of working time.

§ 141a

Temporary suspension of work performance

If an employee is justifiably suspected of a substantive breach of labour discipline, and his/her further performance of work would threaten the significant interest of the employer, the employer may, after negotiation with the employees' representatives, suspend his/her performance of work for at most one month. After the period of temporary suspension from the performance of work, the employee shall be entitled to wage compensation in the amount of his/her average earnings.

§ 142

Obstacles on the part of employer

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

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

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

(4) If an employer outlined 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 as per the first sentence may not be substituted by the decision of the employer.

§ 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, 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 the employer shall be considered as performance of work if such interferes with the work shifts of an employee, this being for each individual day upon application of

a) a flexible working day, at the most to the extent of the length of a work shift pursuant to an employee for the relevant day,

b) a flexible working week and flexible four-week working time, at the most to the extent of the average length of a work shift by virtue of the fixed, or reduced, working time of the employee concerned.

(4) If an employee did not work, due to the justifiable obstacles to work stated in paragraph (1), second sentence, a complete day's working time upon application of a flexible working day, or a complete weekly working time upon application of a flexible working week, or alternatively the total working time pertinent to a four-week period, by virtue of the fact that work was prevented by an obstacle to work on his/her part, he/she shall be obliged to work off such an unworked part of working time in working days without undue delay after the expiry of the obstacle to work, unless it is agreed upon otherwise with the employer. To work such unworked part of the working time shall be possible only in flexible working time unless another period was agreed upon, and this working off shall not be overtime work.

§ 144

Common provisions on obstacles to work

(1) If an employee is aware of an obstacle to work in advance, he/she shall be obliged to duly request the granting of time off from the employer. Otherwise, the employee shall be obliged to notify the employer without undue delay of the obstacle to work and of the anticipated duration of such obstacle.

(2) The employee shall be obliged to prove the obstacle to work and its duration to the employer. The relevant facility shall be obliged to confirm this by a documentation of the existence of the obstacle to work and its duration. If the employee is entitled to time off without wage compensation, the employer shall be obliged to allow him/her to work the missing time if this is not prevented by substantial operational reasons.

(3) As performance of work shall be considered time

a) when an employee does not work due to obstacle to work, with the exception of time off provided by request of the employee if the performance of overtime is agreed in advance, and time for which work was interrupted due to unfavourable weather influences,

b) paid holidays,

c) when an employee takes time off due to overtime work or work on public holidays,

d) when an employee does not work because it is a public holiday for which he/she is entitled to wage compensation, or for which his/her monthly wage is not reduced,

e) which an adolescent employee spends during vocational training in the framework of theoretical and practical preparation.

(4) For the purposes of paid holidays, periods of performing national service, surrogate service, civilian service in place of such services and time lost due to substantive personal obstacles to work, unless stipulated in this Act, shall not be considered as performance of work. Periods of maternity leave and parental leave as per § 166, paragraph (1) and periods of incapacity to work arising from occupational accident or occupational disease for which the employer is accountable shall be considered as performance of work.

(5) In order to ascertain whether conditions for a claim to paid holiday have been fulfilled, an employee who is employed for the fixed weekly working time, shall be adjudged as five working days in a calendar week, even when his/her working time is not apportioned to all days of the week. This shall also apply to the ascertainment of the sum of days for the purposes of reducing paid holiday, excepting unjustified absence from work.

(6) The provisions of paragraphs (3) to (5) shall not be applicable for purposes of the rise of entitlement to a wage (remuneration) for work performed.

(7) With regard to whether an unjustified absence from work is constituted, such shall be decided by the employer upon agreement with employees' representatives. If an agreement is not made, the employer may request a court verdict.

§ 145

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

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

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

Part Six

LABOUR PROTECTION

Labour protection

§ 146

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

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

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

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

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

§ 147

Obligations of employer

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

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

§ 148

Employees' rights and obligations

(1) Employees shall have the right to occupational health and safety secured, to information on dangers arising from the working process and working environment and on measures for

protection against effects thereof. Employees shall be obliged to mind their occupational health and safety and the health and safety of persons affected by their activities.

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

§ 149

Inspection carried out by trade union body

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

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

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

c) to demand from an employer the eradication of deficiencies in the operation of machinery and equipment,

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

§ 150

Labour inspection

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

(2) Employees damaged in consequence of violation of obligations derived from labour-law relations may lodge a complaint at the competent labour inspection body.

Part Seven

COMPANY'S SOCIAL POLICY

§ 151

Working conditions and living conditions of employees

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

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

(3) An employer shall be obliged to ensure safe custody, of particularly personal effects and personal items usually brought to the workplace by employees, as well as usual transportation devices, if employees use them on the road to work and back, with the exception of motor vehicles. Such obligation of the employer shall also apply to every other person acting for him at his workplace.

§ 152

Employees' catering

(1) An employer shall be obliged to secure for employees in all shifts, catering corresponding to the principles of proper nourishment, directly at workplaces or in their vicinity. The employer's obligation stipulated in the first sentence does not apply to employees performing work in public interest abroad. He/she shall not have such an obligation towards employees posted on a business trip.

(2) An employer shall secure catering pursuant to paragraph (1) mainly by serving one warm main meal including appropriate beverage to employees in the course of a work shift, in his/her own catering facilities, in the catering facilities of a different employer, or ensure catering for his employees by way of a legal person or natural person authorised to provide food catering services. For the purposes of catering, a work shift shall be considered as performance of work in excess of four hours. If a work shift is longer than 11 hours, an employer may secure provision of a further warm main meal.

(3) An employer shall subsidise catering pursuant to paragraph (2) at the level of at least 55 % of the price of meals, at the most for each meal however, to the level of 55 % of the food allowance provided upon a business trip lasting from 5 to 12 hours as per special regulation. Additionally, an employer shall also provide subsidies by virtue of special regulation.

(4) An employer shall provide employees with a financial subsidy at the sum stipulated in paragraph (3) if the obligation for an employer to provide employees with catering is excluded by conditions for work performance at the workplace, or if an employer is unable to provide food catering pursuant to paragraph (2).

(5) An employer may with the consent of employees' representatives

a) arrange conditions under which he/she shall provide the employees with catering during work breaks,

b) expand the group of natural persons to whom he/she shall provide catering.

Education of employees

§ 153

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

§ 154

(1) An employer shall secure acquisition of qualification by means of training or tuition for an employee who takes up an employment relationship without qualification. Upon completion of training or tuition, the employer shall issue the confirmation of such for the employee.

(2) An employer shall be obliged to retrain an employee who is to be transferred to a new workplace or to a new type of work or manner of working, if such is necessary, particularly with regard to changes in work organisation or to other rationalising measures.

(3) An employee shall be obliged to systematically deepen the qualification for work performance agreed in the employment contract. Deepening of qualification shall also be its up-keeping and updating. An employer shall be obliged to instruct an employee to undergo further education with the aim of deepening his/her qualification. Participation in education shall be the performance of work, for which an employee shall be entitled to wage compensation.

§ 155

(1) An employer may conclude an agreement with an employee by which the employer commits himself/herself to enabling the employee for increasing his/her qualification by providing time off, wage compensation and reimbursement of other costs pursuant to study, and the employee commits himself/herself to remaining in an employment relationship with the employer for a determinate period upon completion of study, or to repay costs associated with the course of study, even when the employee terminates the employment relationship prior to the completion of study. The agreement must be in writing, otherwise it is invalid.

(2) An agreement pursuant to paragraph (1) must contain

a) the type of qualification and way of its increase,

b) the study field and school credentials,

c) the period for which the employee commits himself/herself to remaining in the employment relationship with the employer,

d) the type of costs and their total sum which the employee shall be obliged to repay to the employer if he/she do not fulfil his/her commitment to remain in the employment relationship with the employer for the duration of the agreed period.

(3) The total agreed period for remaining in an employment relationship must not exceed five years. The maximum sum of invested costs to be settled must not exceed three quarters of the total sum of invested costs. If an employee fulfils his/her commitment in part, the obligation to repay costs shall be reduced proportionately.

(4) The period of remaining in the employment relationship shall not include periods of

a) national service, surrogate service and civilian service,

b) parental leave,

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 with an employee pursuant to paragraph (2) also in the case of deepening of qualification, if anticipated costs amount to at least 100,000 SKK. In such a case deepening of qualification may not be imposed on the employee.

(6) The obligation of an employee to repay costs shall not arise, particularly if

a) the employer during the course of increasing qualification ceased to provide time off from work and wage compensation because the employee, through no fault of his/her own, became long-term incapacitated to perform such work for which he/she was increasing his/her qualification,

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

c) the employee is unable, according to medical opinion or decision of the state health administration body or decision of social security body, to perform the work for which he/she increased his/her qualification, or if he/she lost the long-term capacity to continue performing the hitherto work for reasons pursuant to § 63, paragraph (1), letter c),

d) the employer did not utilise, for a period of at least 6 months in the preceding 12 months, the qualification that the employee increased.

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

§ 156

Security 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 part invalidity, security of survivors upon the death of an employee, and preventive and therapeutic care shall be governed by special regulations.

§ 157

If an employee returns to work following performance of a public function or activities for a trade union organisation, following training or upon completion of reserve service, special service and civilian service performed in place of reserve service, or upon an employee completing maternity or parental leave (§ 166, paragraph (1)), or if an employee returns to work following a temporary period of incapacity to work or period of quarantine (quarantine measures), the employer shall be obliged to transfer them to their original work and work position. If this is not possible as such work is not performed or the workplace was cancelled, the employer must transfer them to other work corresponding to the employment contract.

§ 158

Employees with altered work capacity

(1) An employer shall be obliged to employ employees with altered work capacity 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 altered work capacity 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 altered work capacity pursuant to paragraphs (1) and (2) shall be governed in more detail by special regulation.

§ 159

(1) The employer shall enable an employee with altered work capacity with theoretical or practical preparation (requalification) with the aim of maintaining, increasing, expanding or amending his/her hitherto qualification, or adjust it to technical development towards the goal of retaining the employee in an employment relationship.

(2) Requalification, which the employer implements in the interest of continued work application of employees with altered work capacity shall be carried out on the basis of a written agreement concluded between the employer and the employee.

(3) Requalification of an employee with altered work capacity shall be carried out during working time and shall be deemed an obstacle to work on the part of the employee. The employee shall be entitled to wage compensation at the amount of his/her average earnings for such a period. Requalification shall be performed outside of working time only if such is necessary by virtue of the method of its provision.

(4) An employer shall negotiate measures with employees' representatives to create conditions for employing employees with altered work capacity and also fundamental questions over the care of such employees.

Working conditions of women and men caring for children

§ 160

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

§ 161

(1) Women must not be employed by works that are physically inappropriate for them or which harms their organism, in particular such works which threaten their maternal role. Lists of work and workplaces that are prohibited for all women, pregnant women, mothers until the end of the ninth month following childbirth and nursing women shall be established by the Regulation of the Government of the Slovak Republic (hereinafter referred to as "government regulation").

(2) A pregnant woman must not be employed even in such works that according to medical opinion jeopardise her pregnancy due to health causes pertinent to her person. Such shall

apply commensurately to a mother up to the end of the ninth month following childbirth and a nursing woman.

§ 162

(1) If a pregnant woman performs work that is prohibited to pregnant women, or which according to medical opinion threatens her pregnancy, the employer shall be obliged to implement a temporary change to working conditions.

(2) If a change to working conditions for woman pursuant to paragraph (1) is not possible, the employer shall temporarily transfer a woman to work that is suitable to her and in which she may attain the same earnings as that for the hitherto work within the scope of the employment contract, and where such is not possible, he/she shall transfer her upon agreement to a different type of work.

(3) If a woman, in work she was transferred to by no fault of her own attains earnings lower than that attained by the hitherto work, for the purpose of balancing of the difference she shall be provided with a compensation benefit in pregnancy and in motherhood pursuant to special regulation.

(4) If transfer of a pregnant woman to a position with day work or transfer to other suitable work is not possible, the employer shall be obliged to provide a pregnant employee with time off and wage compensation.

(5) Provisions of paragraphs (1) to (4) shall apply commensurately to a mother to the end of the ninth month following childbirth and a nursing woman.

§ 163

An employer may terminate an employment relationship by giving notice with a pregnant employee or with an employee who is on maternity leave or with a male or female employee on parental leave or with a solitary employee when caring for a child younger than three years of age only exceptionally, and this in cases stipulated in § 63, paragraph (1), letter a) and in § 68.

Arrangement of working time

§ 164

(1) When designating employees to work shifts, an employer shall be obliged to take into account the needs of pregnant women, women and men continuously caring for children.

(2) If a pregnant woman, men and women continuously caring for a child younger than 15 years of age requests a reduction in working time or other arrangement to the fixed weekly working time, the employer shall be obliged to accommodate her 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 solitary man or woman continuously caring for a child younger than fifteen years old may be employed for overtime work only with their agreement. Work stand-by may only be agreed upon with.

§ 165

Provisions of § 164, paragraph (2), shall also apply to an employee who personally continually care for a close person who is mostly or completely helpless and is not provided with care in social care facilities or institutional care in health-care facilities.

Maternity leave and parental leave

§ 166

(1) In connection with childbirth and caring for a newborn child, a woman shall be entitled to maternity leave for duration of 28 weeks. If a woman gave birth to two or more children concurrently, or if concerning a solitary woman, she shall be entitled to maternity leave for duration of 37 weeks. In connection with caring for a newborn child, man also shall be entitled to parental leave to the same extent, if caring for a newborn child.

(2) In order to deepen the care of a child, an employer shall be obliged to provide a woman and man by their request, with parental leave up till the child reaches three years of age. If this concerns a long-term seriously disabled child requiring exceptional care, the employer shall be obliged to provide a woman and man, on their request, with parental leave up till the child reaches six years of age. Such leave shall be provided to the extent to which the parent requests; generally, always for a period of one month at least.

§ 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 draws less than six weeks maternity leave prior to giving birth, for reason of the birth occurring earlier than was determined by a physician, she shall be entitled to maternity leave from the day of commencement up to expiry of the period as stipulated in § 166, paragraph (1). If however, a woman draws less than six weeks from maternity leave prior to giving birth for another reason, she shall be provided with maternity leave from the day of childbirth till elapse of 22 weeks only, alternatively 31 weeks if concerning a woman who gave birth to two or more children concurrently or if concerning a solitary woman.

§ 168

(1) If for reasons of health a child was taken into the care of a nursing institution or other treatment establishment, and the female and male employee in the meantime appears to work, maternity leave 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 commencing from the day they take the child from the institution back into their own care and therefore stops working, not however longer than to the child's three years of age.

(2) A woman and man who has stopped caring for a newborn 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 for the period during which they do not care for the child.

(3) If a child is born dead, a woman shall be entitled to maternity leave for a period of 14 weeks.

(4) Maternity leave in connection with childbirth may never be shorter than 14 weeks and may not in any case whatsoever be terminated or interrupted prior to the elapse of the sixth week from the day of giving birth.

(5) If a child dies in the period when a woman is on maternity leave or a woman or man on parental leave, they shall be provided such leave for a further two weeks from the day of the child's death, at the longest till the time when the child would have reached one year of age.

§ 169

(1) Claim to maternity leave and parental leave shall be held by a woman and man who on the basis of legal decision of the competent body took into care surrogating parental care a child which was entrusted to them by decision of the competent body for later adoption or for fostering care, or a child whose mother died.

(2) Maternity leave or parental leave shall be provided to a woman and man for a period of 22 weeks from the day the child is undertaken, and if the woman and man undertakes two or more children or if concerning a solitary woman and man for a period of 31 weeks, at the longest however until the day a child reaches eight months of age. Parental leave shall be provided for three years from the date the child is undertaken and for six years from the date of undertaking the long-term seriously disabled child requiring exceptional care, maximally until the date when a child reaches six years of age.

§ 170

Breaks for breast-feeding

(1) An employer shall be obliged to provide a mother who breast-feeds her child, in addition to breaks in work, special breaks for breast-feeding.

(2) A mother who works for the fixed weekly working time shall be entitled to two half-hour breaks per child for breast-feeding until the child reaches sixth months of age, and in the succeeding six months one half-hour break for breast-feeding per shift. These breaks may be combined and provided at the beginning or end of the shift. Where working with a shorter working time, however for at least half of the fixed weekly working time, she shall be entitled to only one half-hour break for breast-feeding per child until the end of the sixth month of the child's age.

(3) Breaks for breast-feeding shall be calculated to working time and shall be provided with wage compensation in the amount of her average earnings.

Working conditions for adolescent employees

§ 171

(1) An employer shall be obliged to create favourable conditions for the overall development of the physical and mental aptitudes of adolescent employees as well as specific arrangement of their working conditions. Upon resolving significant matters pursuant to adolescents, an employer shall closely co-operate with the legal representatives of the adolescents.

(2) An employer shall be obliged to keep records of adolescent employees whom he/she employs in an employment relationship. Records shall also include the dates of birth of adolescent employees.

§ 172

Information on the notice given to adolescent employees and immediate notice of an adolescent employee from an employment relationship from the side of the employer must also be submitted to his/her legal representatives. If the employment relationship is terminated by notice from an adolescent employee, by immediate termination of the employment relationship, in the probation period or if the working relationship is to be terminated by agreement, the employer shall be obliged to request the opinion of the legal representative.

§ 173

An employer may only employ adolescent employees for such works that are appropriate to their physical and mental development, which do not jeopardise their morality and shall provide them with increased care at work. This shall also apply commensurately to schools or citizens' associations pursuant to special regulation if within the scope of their participation in the education of young people, they organise work of adolescents.

§ 174

Prohibition of overtime work, night work and work stand-by

(1) An employer may not employ adolescent employees for overtime work or night work, and work stand-by may not be ordered on them or agreed upon with them. Exceptionally, adolescent employees older than 16 years of age may perform night work not in excess of one hour, if such is necessary for their vocational training. Night work by an adolescent employee must be directly linked to his/her work during the day according to the timetable of work shifts.

(2) An employer may not use such a method of remuneration for work that would lead, through increases in work performance, to endangering the safety and health of adolescent employees.

(3) If an employer may not employ an adolescent employee for work for which he/she received a vocational education because its performance is prohibited to the adolescent employee, or because according to medical opinion such work threatens his/her health, the employer shall be obliged, for the period until the adolescent employee is able to perform such work, to provide him/her with other appropriate work corresponding where possible to his/her qualification.

§ 175

Work prohibited to adolescent employees

(1) An adolescent employee may not be employed for work underground in the extraction of minerals or drilling of tunnels and passages.

(2) An adolescent employee may not be employed for work which, taking into account the anatomic, physiological and mental individualities at this age, is inappropriate, or dangerous for him/her or damaging to his/her health.

(3) Lists of work and workplaces that are prohibited to an adolescent employee shall be established by a Government regulation.

(4) An employer may employ adolescent employees neither for work at which they are exposed to an increased risk of accident nor the performance of which could seriously endanger the safety and health of co-employees or other persons.

§ 176

Medical examination

(1) An employer shall be obliged to secure that adolescent employee is medically examined

a) prior to transfer to other work,

b) regularly as required, at least once per year, unless stipulated otherwise by special regulation.

(2) An adolescent employee shall be obliged to undergo determined medical examinations.

(3) In transferring work tasks to an adolescent employee, an employer shall also be guided by medical opinions.

P a r t E i g h t

COMPENSATION FOR DAMAGES

Averting damages

§ 177

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

(2) In order to protect his/her property, an employer shall be authorised to carry out to necessary degree inspections on items which employees bring to the workplace or take away from the workplace. More detailed conditions shall be stipulated by the employer in the work rules. In checks and inspections, regulations on the protection of personal liberty must be adhered to, and human dignity may not be degraded.

§ 178

(1) An employee shall be obliged to act so that no threat to life, health and property, or destroy of property, nor unwarranted enrichment occurs.

(2) If there is a threat to damage, an employee shall be obliged to notify the superior of such. If immediate intervention is necessary for averting the threat to damages to the employer, the employee shall be obliged to intervene. Such an obligation shall not apply to him/her if he/she is prevented from this by substantive circumstances, or if he/she would expose himself/herself or other employees by it, or persons in the vicinity, to a serious threat. If an employee ascertains that he/she does not have the necessary working conditions created, he/she shall be obliged to notify the superior of it.

General accountability of employee for damages

§ 179

(1) An employee shall be accountable to the employer for damages which he/she caused him/her by deliberate breach of obligations upon performance of work duties or in direct relation to them. The employer shall be obliged to prove the fault of the employee, excepting cases pursuant to § 182 and § 185.

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

§ 180

An employee who is affected by a mental handicap shall be held accountable for damages that he/she causes only if he/she is in control of his/her actions and able to adjudge the consequences of his/her actions. An employee who induces such a state by his/her own fault so that he/she is unable to control his/her actions or adjudge the consequences of his/her actions shall be accountable for damages caused while in such a state.

§ 181

(1) An employer may demand an employee who knowingly did not warn a superior about impending damages or who did not intervene against such, even though he/she would have prevented the direct occurrence of damages by such intervention, to contribute to settlement of such damages to the extent appropriate to the circumstances of the case, if it cannot be settled otherwise. Account shall thereby be taken in particular of the circumstances which prevented performance of obligations and to the social implications of the damage, as well as to the personal and material standing of the employee who failed to performance his/her obligation. The level of compensation for damages may not however, exceed an amount equal to threefold his/her average monthly earnings.

(2) An employee shall not be accountable for damages that he/she caused while averting damages jeopardising the employer or danger directly threatening life or health, if he/she himself/herself did not invoke such a state of affairs deliberately and if he/she acted thereby in a manner appropriate to the circumstances.

(3) An employee shall not be accountable for damage arising from economic risk.

Accountability for a shortage in entrusted values which employee shall be obliged to account

§ 182

(1) If an employee, pursuant to an agreement on material accountability, has accepted accountability for entrusted cash, valuables, goods, material stocks or other values determined for circulation or turnover which he/she is obliged to account, he/she shall be accountable for shortages arising therefrom. It may also be concurrently agreed with employees in agreements that if they work at a workplace with a number of employees who have concluded agreements of material accountability, they shall be collectively accountable for shortages (collective material accountability).

(2) An agreement of material accountability must be concluded in writing or shall otherwise be invalid.

(3) An employee shall be exempt of accountability in full or in part, if demonstrating those shortages arose in full or in part due to no fault of his/her own.

(4) If deficiencies arise in the working conditions of employees with collective accountability in connection with another employee or other superior or deputy superior being transferred to their workplace, or in connection with certain employees resiling from the agreement on material accountability, the employer shall be obliged to eliminate such deficiencies without undue delay.

§ 183

(1) An employee who concluded an agreement on material accountability may resile from it if he/she is transferred to other work, transferred to another workplace, is moved, or if the employer within a period of one month from delivery of his/her written notice does not eliminate such deficiencies in working conditions that prevent proper management of entrusted valuables. In the case of collective material accountability, an employee may also resile from the agreement if another employee is transferred to the workplace or another superior or deputy superior was appointed to the workplace. Resiliency must be announced to the employer in writing.

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

§ 184

(1) Stock-taking must be performed upon concluding an agreement of material accountability, upon its expiry, upon the transfer of an employee to other work or other workplace, upon his/her being moved and upon termination of the employment relationship.

(2) At workplaces where employees with collective material accountability work, stock-taking must be carried out upon conclusion of agreements of material accountability with all employees collectively accountable

a) upon termination of all such agreements,

b) upon transfer to other work or moving of all collectively accountable employees,

c) upon a change in the functions of a superior or his/her deputy,

d) upon the request of any of the collectively accountable employees in the case of a change in their collective group,

e) upon resiliency of certain employees from an agreement of material accountability.

(3) If an employee having collective material accountability whose employment relationship is terminated or who is transferred to other work or another workplace or who was moved, does not concurrently request performance of stock-taking, he/she shall be accountable for possible shortages ascertained at the next stock-taking of his/her former workplace.

(4) If an employee who is transferred to a workplace where employees with collective accountability work, does not concurrently request performance of stock-taking, he/she shall,

provided he/she has not withdrawn from the agreement of material accountability, be accountable for possible shortages ascertained at the next stock-taking.

§ 185

Employee's accountability for loss of entrusted articles

- (1) An employee shall be accountable for the loss of tools, protective work tools and other similar articles entrusted to him/her by the employer on the basis of written confirmation.
- (2) An employee shall be exempt of accountability in full or in part, if there is a proof that losses occurred in full or in part due to no fault of his/her own.

Scope and manner of compensating for damages

§ 186

- (1) An employee who is accountable for damages shall be obliged to compensate the employer for the damages, and this in financial means, if he/she does not remove the damage by its return to previous state, and if the employer demands it from the employee.
- (2) The compensation for damages caused by negligence that an employer demands from an employee may not, for individual employees, exceed an amount equal to threefold his/her average monthly earnings prior to breach of obligations that led to such damages. Such a restriction shall not be applicable if there is a specific accountability of the employee pursuant to § 182 to § 185 or if damages were caused by inebriation or following use of narcotic substances or psychotropic substances.
- (3) If damages were caused deliberately, an employer may in addition to actual damages demand compensation for loss of profit, if non-settlement of it would be contrary to good morals.

§ 187

- (1) If damages were caused also by an employer breaching the obligations, the employee shall be obliged to settle a proportionate part of damages pursuant to the level of his/her liability.
- (2) If several employees are accountable to an employer for damages, each of them shall be obliged to settle a proportionate part of such damages pursuant to the extent of his/her fault.

§ 188

Upon determining the level of damages to articles, the values at the time damages or losses occurred shall be applicable.

§ 189

- (1) An employee who is accountable for the damage or for the loss of articles shall be obliged to compensate for the damages or loss to the full extent.
- (2) With regard to collective accountability for shortages, the share of damages for individual employees shall be determined according to the proportion of their average earnings, whereas the earnings of their superior and his/her deputy shall be calculated as a twofold sum.

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

(4) If it is ascertained that shortages or parts thereof were brought about by a certain collectively accountable employee, shortages shall be settled by this an employee pursuant to the degree of his/her fault for it. The remaining part of shortages shall be settled by all collectively accountable employees in portions as determined pursuant to paragraphs (2) and (3).

§ 190

(1) An employer may demand from an employee who caused him/her damages due to negligence by the production of a reject (defective product), to compensate him/her for costs incurred for material and wages, or as the case may be, for necessary repair of the reject and machinery, if this was damaged upon production of the reject, up to the amount equal to a half of his/her average monthly earnings. An employer may not demand such compensation from an employee if he has not instructed the employee to stop working following the notification of a deficiency.

(2) Damages caused in the space of one calendar month shall be summed up upon determining the level of compensation for damages.

§ 191

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

(2) An employer shall discuss the demanded compensation for damages with the employee and notify him/her of it within one month at the latest from the day it was ascertained that damages had occurred and that the employee was liable for it.

(3) Where an employee acknowledges the liability to settle damages to a determined sum and the employer agrees with him/her on the manner of settlement, the employer shall be obliged to conclude the agreement in writing, or it shall otherwise be invalid. Specific written agreement shall not be necessary if damages were already settled.

(4) The employer shall be obliged to negotiate with employees' representatives in advance the demanded compensation for damages and the contents of the agreement on the manner of its settlement, except compensation for damages caused by production of a reject or damages not in excess of 1,000 SKK.

§ 192

General accountability of employer for damages

(1) An employer shall be accountable to an employee for damages caused due to violation of legal obligations or deliberate action against good morals to the employee in the performance of work tasks or in direct relation to it.

(2) An employer shall also be accountable to an employee for damages sustained to him/her due to violation of legal obligations within the performance of an employer's tasks by employees acting in the name of the employer.

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

§ 193

Employer's accountability for damages to deposited articles

(1) An employer shall be accountable for damages to articles that an employee deposited at a predetermined place in the employer's premises in the discharge of work tasks or in direct relation to it, and if such a place is not determined then at a place where such articles are usually placed. With regard to articles that are not usually brought to work, the employer shall only be accountable if they were taken into safekeeping, otherwise to a maximum sum of 5,000 SKK.

(2) Entitlement to compensation for damages shall expire if the employee failed to notify the employer of it in writing without undue delay, within 15 days at the latest from the day he/she became aware of damages.

§ 194

Employer's accountability for averting damages

An employee who, in averting damages threatening the employer, sustains material damages, shall be entitled to compensation from the employer for it and to compensation for purposeful outlay of costs, if such a danger was not induced deliberately by the employee himself/herself and if he/she acted thereby in a manner appropriate to the circumstances. An employee who so averted a danger threatening life or health shall also be entitled to such compensation, if the employer would be accountable for such damages. If the employee sustained damages to his/her health, such damage shall be adjudged as an occupational accident.

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

§ 195

(1) If in the discharge of work tasks or in direct relation to it, an employee sustains damage to his/her health or suffers death by way of accident (occupational accident), accountability for damages arising from it shall fall to the employer with whom he/she was in an employment relationship at the time of the accident.

(2) An occupational accident shall be the damage to health sustained by an employee while discharging his/her work tasks or in direct relation to it, independent of his/her will, by short-term, sudden and forceful effects of external influences.

(3) An occupational accident is not an accident that was sustained by an employee while on his/her way to and from work.

(4) Accountability for damages sustained by an employee by way of occupational disease shall fall to the employer for whom the employee last worked, prior to its ascertaining, in an employment relationship under conditions inducing the occupational disease that the employee has been affected with. Occupational diseases are diseases as listed in legal regulations on social security (List of Occupational Diseases), if arising under conditions stated therein.

(5) A disease arising prior to its inclusion in the list of occupational diseases shall also be compensated as an occupational disease, from its inclusion in the list and for a maximum period of three years prior to its inclusion in this list.

(6) An employer shall be accountable for damages even when he/she adhered to obligations arising from special regulations and other regulations for securing safety and protection of health at work, unless exempted from such accountability pursuant to § 196.

§ 196

(1) An employer shall be fully exempted of accountability if demonstrating that the single reason for damage was the fact that

a) the damage was caused in such a way that the affected employee by his/her own fault was in violation of legal regulations or other regulations for securing safety and protection of health at work or instructions for securing safety and protection of health at work, even though he/she was properly and demonstratively acquainted with them and that knowledge and adherence to them were systematically demanded and checked, or

b) damage was caused by the affected employee due to his/her inebriation or as a result of abusing narcotic substances or psychotropic substances, and the employer was unable to prevent such damage.

(2) An employer shall be exempted of accountability in part if demonstrating that

a) the affected employee was by his/her own fault in violation of legal regulations or other regulations or instructions for securing safety and protection of health at work, even though he/she was properly and demonstratively acquainted with them, and that such a violation was one of the causes of damage,

b) one of the causes of damage was the inebriation of the affected employee or the abuse of narcotic substances or psychotropic substances by the affected employee,

c) damage was sustained by the employee due to his/her acting in contradiction to the usual manner of conduct in such a way that it is clear that although not in violation of legal regulations, other regulations or instructions for securing safety and protection of health at work or special regulations, he/she acted heedlessly and whereby must have been aware, with respect to his/her qualification and experience, that this might lead to harm to health.

(3) If an employer is exempted of accountability in part, the part of damages that is to be borne by the employee shall be determined according to the extent of his/her fault. In the case stated in paragraph (2), letter c), the employer shall be reimbursed at least one third of damages.

(4) Upon considering whether an employee was in violation of legal regulations or other regulations for securing safety and protection of health at work (paragraph (1), letter a) and paragraph (2), letter a)) or special regulations, it shall not be possible to only refer to general provisions pursuant to which each person has to act in order not to endanger his/her health and the health of others.

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

§ 197

An employer may not be exempted of accountability if an employee sustained an occupational accident while averting damages jeopardising this employer, or a danger directly threatening life or health, provided the employee did not intentionally invoke such a state himself/herself.

§ 198

(1) An employee who sustained an occupational accident or in whom an occupational disease was ascertained shall have the right, to the extent to which the employer is accountable for the damage, to provision of compensation for

a) loss of earnings or loss of pension,

b) pain and impeded social involvement,

c) purposeful costs incurred in connection with treatment,

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

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

§ 199

Compensation for loss of earnings for a period of incapacity to work and compensation for loss of earnings upon the end of a period of incapacity to work for the same reason shall be independent claims.

§ 200

(1) Compensation for loss of earnings during an employee's incapacity to work shall be the difference between average earnings of the employee prior to the occurrence of damage caused by occupational accident or occupational disease and the full rate of sickness pension.

(2) Compensation under paragraph (1) shall also apply to other cases of incapacity to work caused by the same occupational accident or occupational disease. It shall be calculated from average earnings of the employee prior to the occurrence of such further damages. If prior to the occurrence of such further damages the employee was entitled to compensation for loss of earnings upon the end of a period of incapacity to work, he/she shall be provided with compensation under paragraph (1) up to the sum to which he/she would be entitled to compensation pursuant to § 201 if he/she were not unable to work. In such case, earnings upon occupational accident or ascertaining of occupational disease shall be deemed sickness pension.

§ 201

(1) Compensation for loss of earnings upon a period of incapacity to work or with acknowledgement of invalidity or partial invalidity shall be provided to the employee in such an amount that, together with earnings upon occupational accident or ascertaining of occupational disease, with addition of possible invalidity pension or partial invalidity pension provided for the same reason, shall equal the average earnings of the employee prior to the occurrence of damages. However, no account shall be taken of employee's earnings attained by an increased work effort.

(2) Average earnings decisive for the calculation of the given compensation shall be arranged by the amount of the accepted percent progressively, by the increase of the last percentual arranged average earnings beginning on the day of termination of incapacity to work, either on the recognition of invalidity or partial invalidity. The percentage level and the period for which compensation for loss of earnings shall be arranged shall be established by special regulation.

(3) An increase under paragraph (2) shall not be executed if average earnings are greater than the threefold of the average nominal monthly wage as ascertained by the Statistical Office of the Slovak Republic for the preceding calendar year.

(4) An employee shall be entitled to compensation for loss of earnings upon the end of a period of incapacity to work also for incapacity to work for reason other than the initial occupational accident or occupational disease. At the same time, earnings from which the amount of sickness pension is determined, shall be considered as earnings following occupational accident or ascertaining of occupational disease.

(5) An employee who, without substantive reasons, declines to take up work that was offered to him/her, or appropriate employment, shall only be entitled to compensation for loss of earnings under paragraphs (1) to (4) in the amount of the difference between the average earnings prior to occurrence of damages sustained by the employee by way of occupational accident or occupational disease and the average earnings that he/she could have attained by way of the work that was offered to him/her. The employer shall not settle damages to an amount that he/she did not earn without substantive reason.

§ 202

(1) Damages pursuant to this Act shall be a contingent loss of pension.

(2) The affected person shall be entitled to compensation for loss of pension in the amount equalling the difference between the amount of pension to which he/she was entitled and the amount of pension to which he/she would have been entitled had not his/her earnings been reduced as a result of damage to health by way of occupational accident or occupational disease.

§ 203

(1) Compensation for pain and for impeded social involvement which arose for an employee as a result of occupational accident or occupational disease shall be provided as a one-time payment.

(2) The maximum amount of compensation for pain and constrained self-assertion and the means of determining the amount of compensation in individual cases shall be stipulated by a generally binding legal regulation which shall be issued by the Ministry of Health of the Slovak Republic upon agreement with the Ministry of Labour, Social Affairs and the Family of the Slovak Republic.

§ 204

(1) If an employee dies as a result of occupational accident or occupational disease, the employer shall be obliged within the scope of his/her accountability to provide

- a) compensation for purposeful outlay of costs in connection with his/her treatment,
- b) compensation for appropriate costs in connection with the funeral,
- c) compensation for costs for maintenance of survivors,
- d) one-time compensation to survivors,
- e) compensation for material damages; provisions of § 192, paragraph (3) shall apply equally.

(2) Claims resulting from paragraph (1) shall not be dependent on whether the affected employee enforced his/her claim to compensation for damages within the determined period.

§ 205

Costs in connection with treatment and in connection with a funeral shall be reimbursed to the party who expended these costs. Funeral allowance provided pursuant to a special regulation shall be subtracted from costs connected with a funeral.

§ 206

(1) Funeral costs shall be in particular expenses charged by the funeral undertakers, cemetery costs, travel costs and accommodation costs, expenses for situating a memorial or headstone and for arrangement of the grave, and one third of appropriate costs for mourning attire.

(2) Compensation for costs for situating a memorial or headstone may not exceed the sum of 20,000 SKK. Expenses for mourning attire and travel costs shall only be reimbursed to the closest members of the family and household of the deceased.

§ 207

(1) Compensation for costs for maintenance of survivors shall be applicable to survivors whom the deceased provided with maintenance or whom he/she was obliged to provide with such maintenance, unless it is reimbursed by social security benefits provided for the same reason.

(2) Calculation of such compensation shall be based on the average earnings of the deceased. Compensation for costs for maintenance of all survivors may not, however, in aggregate exceed the amount to which the deceased would be entitled by compensation for loss of earnings under § 201, paragraphs (1) to (3), and shall be provided at the longest until the end of the calendar month in which the deceased would have reached 65 years of age.

(3) Compensation for costs for maintenance of survivors shall be adjusted with regard to changes in the wage level. The adjustment of compensation for costs for maintenance of survivors shall be subject to the provisions on arrangement of compensation for loss of earnings upon termination of incapacity to work caused by occupational accident or occupational disease according to the special regulation.

§ 208

Lump sum compensation shall be applicable to a spouse and a child who is entitled to orphans' pension. The child shall be entitled to an amount of at least 24,000 SKK and the spouse at least 15,000 SKK. In justified cases, lump sum compensation in the total amount of at least 15,000 SKK shall also be provided to the parents of the deceased.

§ 209

If there is a fundamental change in the standing of the aggrieved party, which was decisive for determining the amount of compensation for damages, the aggrieved party and the employer may enforce amendments to the arrangement of their rights or obligations.

§ 210

Insurance of employer's accountability for damages

(1) An employer employing at least one employee shall be insured for the case of being liable for damages incurred by occupational accident or occupational disease.

(2) Insurance of employer's accountability for damages shall be executed by the Social Insurance Agency pursuant to special regulation.

Compensation for loss of earnings in certain specific cases

§ 211

(1) With regard to an employee who at the time of occupational accident or ascertained occupational disease is in several employment relationships or performs work on the basis of agreements on work performed outside of an employment relationship, the average earnings attained for all such employment relationships shall be applied for determination of the compensation for loss of earnings, with this for the period during which they could continue.

(2) With regard to an employee who is performing work on the basis of agreements on work performed outside of an employment relationship for the purposes of paragraph (1), the average earnings shall be a percentual part of the agreed compensation for the performance of work equal to one month.

§ 212

(1) If a recipient of old-age or invalidity pension sustained an occupational accident or in whom an occupational disease was ascertained, he/she shall be entitled to compensation for loss of earnings for a period during which, taking into account his/her state of health prior to occupational accident or occupational disease, he/she could have worked; this shall not apply if he/she ceased to be employed for reasons unrelated to the occupational accident or occupational disease.

(2) From the day when mandatory school attendance, or study (training) at secondary school, vocational training school, vocational school or higher education institution was due to terminate, a trainee and a student shall be entitled to compensation for loss of earnings only

a) for the period by which, as a result of occupational accident or occupational disease, the duration of mandatory school attendance or study (occupational training) was prolonged,

b) during a period of incapacity to work due to occupational accident or occupational disease,

c) if he/she became disabled as a result of occupational accident or occupational disease,

d) if he/she became an employee with disability as a result of occupational accident or occupational disease and provided he/she does not by his/her own fault lose an opportunity for earnings by performance of work suitable for him/her.

§ 213

Earning upon occupational accident

(1) If an employer demonstrates that an employee upon occupational accident or upon ascertaining occupational disease attains by his/her own fault lower earnings in employment than his/her co-employees performing equal work or the same type of work, then average earnings attained by this other employees shall be deemed average earnings upon occupational accident or ascertaining occupational disease.

(2) Upon occupational accident or ascertaining occupational disease, increases or decreases in earnings of an employee caused as a result of amendments to the income tax for natural persons implemented for reasons unrelated to his/her state of health caused by occupational accident or occupational disease shall not be taken into account with respect to calculation of compensation for loss of earnings.

Accountability for damages in certain specific cases

§ 214

(1) A trainee of secondary school, vocational training school, vocational school or student of higher education institution shall be accountable to the school or employer for damages that he/she caused to it in the course of theoretical tuition or practical tuition or in training outside tuition or in direct relation to it.

(2) The respective school, or the founder, shall be accountable for damages sustained by a pupil of basic school, basic art school, special basic school, ancillary school and special school, arising during the course of tuition, in training outside tuition and in training of a pupil in a school facility or in direct relation to it.

(3) Accountability for damage sustained by a trainee of a secondary school or vocational training school and vocational school during the course of theoretical tuition, in practical tuition, in training outside tuition and in training of a trainee in a school facility or in direct relation to it, shall fall on

a) the respective employer, with regard to trainees of a secondary vocational training schools, vocational training school and vocational school that is an internal organisational unit of the employer,

b) the respective vocational school, with regard to trainees of a secondary vocational training school, vocational training school and vocational school that is a legal person; for damage that transpired in a facility of practical tuition that is a legal person, the respective facility shall be accountable,

c) the respective school, with regard to trainees of a secondary grammar school and secondary vocational training school, if damage occurred in theoretical tuition, in practical tuition in the school, in training outside tuition or in direct relation to it; if damage occurred during practical tuition with an employer or in direct relation to it, the employer with whom practical tuition was carried out, shall be accountable.

(4) For damage sustained by a student of higher education institution in theoretical tuition, in practical tuition in the school and in training outside tuition or in direct relation to it, the higher education institution shall be accountable. If damage occurred during professional practice with an employer or in direct relation to it, the employer with whom such practice was carried out shall be accountable.

§ 215

(1) With regard to a natural person performing a public function, accountability for damage arising during performance of the function or in direct relation to it, shall fall on the organisation for whom the person was active; natural persons shall be accountable to this organisation for damage. If, in performance of his/her functions or in direct relation to them, an official of trade union organisation assists concurrently with discharging of public, economic or social tasks of the employer with whom he/she is in an employment relationship, such an employer shall be accountable to him/her for damages.

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

§ 216

(1) Members of voluntary fire brigades and mining rescue corps who sustain accident during activities in such corps shall be entitled to compensation for damages arising from accident. In such cases, the founder who has established the corps shall be accountable to them.

(2) Entitlement to compensation for damages arising from accident shall be applicable to a natural person who, upon the challenge of the state administration body or municipality or chief of intervention and in accordance with his/her instructions or to his/her knowledge, personally assists in the intervention against natural disaster or in eliminating the consequences of it and who sustained an accident in the course of such activities. The state administration body or municipality shall be accountable for damage resulting from such an accident, unless otherwise provided for by special regulation.

(3) Entitlement to compensation for damages arising from accident shall be applicable to a natural person who, within activities organised by the municipality or other organisation or in the case of extraordinary situations, voluntarily assists in executing important tasks in the interest of society and who sustained an accident in the performance of such activities. The municipality or organisation for which the person worked at the time of accident shall be accountable for damages arising from such an accident.

(4) Entitlement to compensation for damages arising from accident shall be applicable to creators of an invention, innovation or industrial standard who sustained an accident while testing, elaborating or initiating an invention, innovation or industrial standard for an organisation or upon agreement with it. Equal entitlement shall be held by members of consumer, housing or other co-operatives who sustained an accident while performing their function or agreed activities for the co-operative, by health-care workers of the Slovak Red Cross, blood-donors, members of Mountain Rescue Services, and natural persons who upon their challenge and according to their instructions, assist personally in rescue operations in the field, and other natural persons which the organisation entrusted with a certain function or activity, if sustaining an accident while carrying out such tasks related to performance of the pertinent function or activities. The party for which they were active at the time of accident shall be accountable to them for damages arising from such an accident.

(5) Entitlement to compensation for damages arising from accident shall be applicable to sports representatives of the Slovak Republic and sportsmen and sportswomen classified with the system of top sportspeople who sustained an accident while participating in sports preparations, championships and international contests. The organisation or body for whom they were active in sport at the time of accident shall be accountable to them for damages.

Common provisions on employer's accountability

§ 217

(1) An employer shall be obliged to compensate an employee for actual damages and this in cash form, provided damages are not liquidated by restoration to former integrity. If concerning damage to health for reason other than occupational accident or occupational disease, regulations on accidents at work shall be applicable for determining the manner and the extent of compensation, with the restriction that a lump sum reimbursement to survivors shall not be applicable.

(2) Price of an article at the time damages were sustained shall be applied when determining damages to articles.

(3) Compensation for loss of earnings shall be paid by the employer regularly once per month.

§ 218

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

§ 219

(1) An employer who compensated damages to an aggrieved party shall be entitled to reimbursement from the party who is liable to the aggrieved party for such damages pursuant to special regulation, and this to the extent that corresponds to the level of such accountability towards the aggrieved party, unless otherwise agreed upon in advance.

(2) If concerning compensation for damages due to occupational disease, the employer who reimbursed damages shall be entitled to compensation from all employers for whom the affected employee worked under conditions that gave rise to the occupational disease that he/she was affected by, and this to the extent corresponding to the period for which he/she worked for such employers under the stated conditions.

Discharge of work tasks and direct relation to such discharge

§ 220

- (1) Discharge of work tasks means the performance of work obligations issuing from an employment relationship, other activity performed by order of the employer, and an activity that is the subject of a business trip.
- (2) In direct relation to discharge of work tasks are such actions that are necessary for the performance of work, and actions that are during work usual or necessary prior to commencement of work or upon its completion. Such actions shall not however include journeys to and from work, catering, examinations or treatment in a health-care facility, neither journeys to and from such. Examination in a health-care facility performed by order of the employer, or treatment by first aid, as well as the outward- and return journey, are actions in direct relation to discharge of work tasks.
- (3) An accident that an employee sustained in the discharge of work tasks shall also be deemed an occupational accident.

§ 221

- (1) A journey to and from work shall be the journey from the employee's place of residence (accommodation) to the place of entrance to the premises of the employer or other place determined for the discharge of work tasks, and the journey back. In case of an employer in agriculture, forestry and construction, this shall also be the journey from the place of residence to the determined assembly point and back.
- (2) A journey from the municipality of an employee's residence to the work place or place of accommodation in another municipality that is the destination of a business trip, if it is not concurrently the municipality of his/her regular workplace, and the return journey, shall be adjudged as a necessary action prior to commencement of work or upon completion of work.

§ 222

Unwarranted enrichment

- (1) If an employee unwarrantedly enriches himself/herself to the detriment of the employer or an employer unwarrantedly enriches himself/herself to the detriment of an employee, such enrichment must be surrendered.
- (2) Unwarranted enrichment for the purposes of this Act means property gain acquired by settlement lacking legal cause, settlement pursuant to an invalid legal action, settlement pursuant to a legal cause that was annulled, as well as property gain acquired from dishonourable sources.
- (3) The subject of unwarranted enrichment must be surrendered to the party to whose detriment such was acquired. Everything that was acquired by way of unwarranted enrichment must be surrendered. If this proves impossible, particularly because the enrichment comprised of actions, financial reparation must be provided.
- (4) Together with the subject of unwarranted enrichment, all benefits from such enrichment must also be surrendered, if the party that acquired enrichment has not acted in good will.

(5) The party surrendering the subject of unwarranted enrichment shall be entitled to compensation of necessary costs expended on the article.

(6) An employer may demand repayment of an unjustly paid sum from the employee, only if the employee was aware or had to conclude from the circumstances that it concerned wrongly allocated sums or sums paid in error, such for a period of three years from its payment.

Part Nine
AGREEMENTS ON WORK PERFORMED OUTSIDE EMPLOYMENT
RELATIONSHIP

§ 223

(1) An employer may, in order to discharge his/her tasks or for securing his/her needs, exceptionally conclude with natural persons agreements on work performed outside an employment relationship ('work performance agreement' and 'agreement on temporary job of students'), if concerning work that is limited in its result and the performance of which in the scope of employment relationship would prove ineffective or inefficient for the employer. Labour-law relations founded on an agreement on work performed outside an employment relationship ('work performance agreement' and 'agreement on temporary job of students') shall be governed by the provisions of the first part of this Act.

(2) Such agreements may only be concluded with an adolescent employee if such shall not jeopardise his/her healthy development, safety, morality or vocational preparation.

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

(4) Disputes pursuant to such agreements shall be dealt with equally to disputes pursuant to employment relationships.

§ 224

(1) On the basis of concluded agreements pursuant to § 223, employees shall be obliged in particular

a) to perform work conscientiously and properly and to adhere to the conditions concluded in such an agreement,

b) to perform works personally, or as the case may be, with the assistance of family members as stipulated in the agreement,

c) to adhere to legal regulations relating to the work performed by him/her, in particular legal regulations for securing occupational health and safety; to adhere to other regulations relating to the work performed by him/her, in particular regulations pursuant to securing occupational health and safety with which he/she was properly acquainted,

d) to properly manage entrusted resources and to protect the property of the employer against damage, loss, destruction and abuse.

(2) On the basis of agreements concluded pursuant to § 223, an employer shall be obliged in particular

a) to create appropriate working conditions for the employee securing the proper and safe performance of work, in particular to provide necessary fundamental resources, materials, tools and personal protective work aids,

b) to inform employees of legal and other regulations relating to the work performed by them, in particular regulations for securing safety and health protection at work,

c) to provide the employee with the agreed remuneration for work performed, and to adhere also to other concluded conditions; as the case may be, other concluded entitlements of an employee or other settlement to his/her benefit may not be concluded for the employee more favourably than are similar entitlements to settlement arising from an employment relationship,

d) to keep records of agreements on works performed outside employment relationship in the sequential order of their conclusion,

e) to keep working time records of employees performing work on a basis of an agreement on temporary job of students.

(3) Prohibition of certain work for women and adolescents shall also be applicable to work performed on the basis of these agreements.

§ 225

(1) An employee shall be accountable to the employer with whom he/she concluded a work performance agreement pursuant to § 223 for damages caused due to breach of obligations in the performance of work or in direct relation to such, equally to that of an employee in an employment relationship, even when such damages were caused by family members who assisted him/her in such work. Compensation for damages caused by negligence may not exceed a third of actual damages and may not be greater than one third of the remuneration concluded for performance of such work, except cases pursuant to § 182 to § 185.

(2) The employer shall be accountable to an employee for damages that the employee sustained in the performance of work according to the concluded agreement or in direct relation to such, equally to that of an employee in an employment relationship. The employer shall be accountable to a family member pursuant to special regulation.

§ 226

Work performance agreement

(1) An employer may conclude a work performance agreement with a natural person if the anticipated extent of work (work tasks) for which the agreement is concluded is not in excess of 300 hours in a calendar year. The anticipated period of work shall include work performed by the employee for the employer pursuant to a different work performance agreement.

(2) A work performance agreement shall be concluded in writing, otherwise this agreement is invalid. The work performance agreement must include the definition of the work tasks,

agreed remuneration for performance of it, the period in which the work task is to be performed and the anticipated extent of work, if its extent is not directly influenced by the definition of the work task. A written agreement on work performance shall be concluded at the latest on the day preceding the day of the work performance commencement.

(3) Work tasks must be performed within the period as concluded, otherwise the employer may withdraw from the agreement. An employee may withdraw from an agreement if unable to discharge the work tasks because the employer has not created the working conditions as agreed upon for him/her. The employer shall be obliged to compensate the employee for damages arising from such.

(4) Remuneration for performance of a work task shall be due upon completion and submission of the work. The parties may agree that part of remuneration shall be due upon performance of a determined part of the work task. The employer may appropriately reduce the amount of remuneration upon negotiation with the employee if the performed work does not correspond to the conditions as concluded.

(5) If an employee dies prior to performance of the work task yet the employer may utilise the results of such, entitlement to remuneration appropriate to the work performed and entitlement to compensation for essential outlay of costs shall not be annulled but shall become part of inheritance.

§ 226a

Deleted

Agreement on temporary job of students

§ 227

(1) An employer may conclude an agreement on temporary job of students with a natural person who has a status of a student even if the presumed extent does not exceed 100 hours in a calendar year.

(2) On the basis of an agreement temporary job of students work exceeding half the determined weekly working time on the average may not be performed. Neither the time of work standby for which an employee is not entitled to reward, nor work standby at home shall be calculated in this scope.

(3) Adherence to the agreed and maximum extent of working time pursuant to paragraph (2) shall be assessed for the entire period for which the agreement is concluded, however for the maximum of 12 months.

§ 228

(1) An employer shall be obliged to conclude an agreement on temporary job of students in writing, otherwise it shall be invalid. The agreement must state: the agreed work, the agreed reward for the work performed, the agreed extent of working time and the period for which the agreement is concluded. The employer shall be obliged to issue the employee with one copy of the agreement on temporary job of students.

(2) An agreement on temporary job of students shall be concluded for a determined period or for an undetermined period of time. The method of termination of the agreement may be

agreed in the agreement. Confirmation of the status of a student pursuant to the said agreement shall constitute an inseparable part of the agreement. Immediate termination of the agreement may only be agreed in cases where an employment relationship may be terminated immediately. If the method of termination of employment relationship does not follow directly from the agreement concluded, it may be terminated by the agreement of participants as of the agreed date, and unilaterally only by giving notice without stating a reason with a 15-day notice period beginning on the day when the written notice was delivered.

Part Ten

COLLECTIVE LABOUR-LAW RELATIONS

§ 229

Participation of employees in labour-law relations and its forms

(1) With the view of securing just and satisfactory working conditions, employees shall participate in decision-making of the employer concerning their economic and social interests, either directly or by means of competent trade union body, of the works council or the works trustee; employees' representatives shall mutually cooperate closely.

(2) Employees shall have the right to the provision of information on the economic and financial situation of the employer and on the presumed development of its activities, and this in an understandable manner and in a suitable time. Employees shall have the right to voice their comments on such information and to projected decisions, to which they may submit their suggestions.

(3) Employees of employers specified in § 241, paragraph (1) shall be entitled to supranational information and to negotiation of interests concerning employees to the extent stipulated in the provisions on European Works Council and on proceedings for supranational information and negotiation.

(4) Employees shall participate by means of competent trade union body, works council or the works trustee in the creation of just and satisfactory working conditions by

a) joint decision-making,

b) negotiation,

c) right to information,

d) inspection activities.

(5) Employees shall be entitled through employees' representatives to apply their right following from labour-law relations or similar labour relations, unless the law stipulates otherwise.

(6) Employees shall have the right to collective bargaining only through the competent trade union body.

(7) If at an employer a trade union body and a works council both exist, the trade union body shall have the right to collective bargaining, to the control of fulfilment of obligations following from collective agreements and to information, and the works council shall have the right to joint decision-making, negotiating, information and control activities.

(8) If at an employer a trade union body and a works council both exist, a representative of the trade union body may participate at meetings of the works council if an absolute majority of the members of the works council agree to this.

Trade union organisation

§ 230

- (1) A trade union organisation means an association of trade-organised employees.
- (2) An employer shall be obliged to allow the operation of trade union organisations at the workplace.
- (3) A trade union body shall be a body of a trade union organization. In collective bargaining, it shall represent the interests of all employees.

§ 231

- (1) A trade union body shall conclude a collective agreement with the employer, which shall govern working conditions, including wage conditions, and conditions of employment, relations between employers and employees, relations between employers or their organisations and one or more employees' organisations in a more favourable way than does this Act or any other labour-law regulation, provided such is not expressly prohibited pursuant to this Act or any other labour regulation, or if, pursuant to regulations therein, divergence from such is not impossible. Claims arising from collective agreements for individual employees shall be applied and satisfied as other claims of employees arising from an employment relationship. An employment agreement is invalid in that section in which the rights of an employee are governed to a lesser extent than in collective agreement.
- (2) Procedure for concluding collective agreements shall be stipulated by special regulation.
- (3) In a cooperative where part of the membership is also the labour relation of a member to the cooperative, the collective agreement pursuant to paragraph (1) shall be replaced by a resolution of a members' meeting.

§ 232

- (1) If several trade union organisations operate alongside each other concurrently with one employer, in cases concerning all employees or the greater number of them and if generally binding legal regulations or the collective agreement demand negotiation with or the consent of a trade union body, the employer must discharge such obligations towards the competent body of all trade union organisations involved, unless agreeing with them otherwise. If the bodies of all involved trade union organisations are not in concordance, at the latest by 15 days from the request as to whether consent shall be granted or not, the decisive position shall be that of the body of the trade union organisation with the greatest number of members at the employer.
- (2) The provision of paragraph (1) shall be equally applied also to negotiating of collective agreements, whereas , the relevant union bodies active at the employer may in the name of employees officiate and act with legal consequences for all employees only together and in mutual accord, unless otherwise agreed among themselves and with the employer.

(3) If several trade union organisations operate alongside each other concurrently at one employer, the competent trade union body of the trade union organisation of which an individual employee is a member shall be his/her representative in labour-law relations and similar labour relations relating to such an employee.

(4) In the case stated in paragraph (3), the body of the trade union organisation with the greatest number of members at the employer shall be the representative in labour-law relations and other similar labour relations relating to an employee who is not trade organised, unless the employee determines otherwise.

§ 233

Works council and works trustee

(1) Works council shall be a body, which represents all the employees of an employer.

(2) Works council may act at an employer, which employs at least 50 employees.

(3) At an employer, which employs less than 50 employees but more than five employees may operate a works trustee. The rights and duties of a works trustee shall be equal to the rights and duties of a works council.

(4) A works council or a works trustee shall have the right to negotiate in the form of an agreement or in the form of granting previous consent pursuant to this Act only if the working conditions or conditions of employment by which negotiations with the works council or a works trustee are not arranged by a collective agreement.

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

§ 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 do 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 an absolute majority of all employees who have the right to vote participate in the voting for members of the works council. Members of the works council shall be those candidates who receive the greatest number of votes. An elections committee shall determine the number of members of the works council in advance, after agreement with the employer. If the necessary number of members is not elected to the works council, the employer shall secure a further round of elections within three weeks. If, even after the execution of the repeat voting the necessary number of candidates is not elected, the works council shall not be established. New elections to the works council shall be held after the expiry of 12 months from the holding of the repeat voting.

(5) The first election of members to the works council at an employer shall be organised by an election committee composed of at least three employees and at most seven employees who have signed the request for the formation of a works council. The employer shall determine the number of members of the election committee, in dependence on the number of employees and the internal structure of the employer. Further elections shall be organised by the works council.

(6) A works trustee shall be elected directly by secret ballot, requiring an absolute majority of the employees present at the voting.

(7) Expenses incurred in the holding of elections of the works council and the works trustee shall be borne by the employer.

(8) The period in office of the works council and the works trustee shall be four years.

§ 235

(1) A works council shall cease to exist

a) upon expiration of the term of office,

b) by resignation of the works council, if such resignation was accepted at the employees' assembly,

c) by the works council being recalled by a simple majority of employees present for the vote,

d) by decrease of the number of employees at an employer to less than 50.

(2) In the case of cessation of the works council pursuant to paragraph (1), letters a) to c), a member of the works council shall perform his function until the election of a new works council.

(3) Provisions of paragraphs (1) and (2) shall apply appropriately also to the works trustee.

§ 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 present for the vote.

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

a) by termination of the employment relation with the employer,

b) resigning of the position,

c) recall from the position of works trustee by an absolute majority of employees present at the voting.

§ 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 on mainly

a) the state, structure and presumed development of employment and planned measures, mainly if employment is threatened,

b) principled issues of enterprise social policy, measures for the improvement of hygiene at work and the work environment,

c) decisions which may lead to basic changes in the organization of labour or in contractual conditions,

d) organizational changes which could be considered the limiting or cessation of the activities of the employer or its part, amalgamation, incorporation, splitting or change to the legal form of the employer,

e) measures for the avoidance of the occurrence of injuries and occupational disease, and for the health protection of employees.

(3) Negotiations shall be held in an understandable manner and in an appropriate time, with adequate contents and in the goal of achieving agreement.

(4) For the purposes stated in paragraph (2), the employer shall provide the employees' representatives with the necessary information, consultation and documentation and, within its possibilities, take into account their viewpoints.

§ 238

Right to information

(1) Information shall be the provision of data by the employer to the employees' representatives, in the goal of acquainting them with the contents of the information.

(2) The employer shall inform in an understandable manner and in an appropriate time the employees' representatives on its economic and financial situation and on the presumed development of its activities.

(3) The employer may refuse to provide information, which could harm the employer, or may require that this information be regarded as confidential.

§ 239

Control activity

The employees' representatives shall control the maintaining of labour regulations, including wage regulations and obligations following from the collective agreement; they shall be authorized mainly to

- a) enter the employer's workplace in a time agreed with the employer,
- b) request necessary information and documentation from executive employees,
- c) submit proposals for the improvement of working conditions,
- d) request that the employer remove discovered faults,
- e) propose to the employer or to another body empowered with control of the maintenance of labour-law regulations that appropriate measures as regards the executive employees who breach labour-law regulations or the duties resulting for them from the collective agreement be applied,
- f) request from the employer information on what measures have been executed for the removal of faults discovered during the performance of inspection.

§ 240

Conditions of activity of employees' representatives and their protection

(1) An activity of the employees' representatives, which is in direct relation to performance of tasks of employer, shall be deemed performance of work for which the employee shall be entitled to wages.

(2) An employer shall provide time off from work pursuant to § 136, paragraph (1) for performance of the position of employees' representatives or for their participation in education as secured by the body of the competent trade union body, works council and employer provided such shall not be prevented by substantive operational reasons.

(3) Pursuant to its operational possibilities, an employer shall provide employees' representatives, for necessary operational activities, free of charge and to the adequate extent, facilities with the necessary equipment, and settle expenses connected with their maintenance and technical operation.

(4) 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.

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

(6) 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.

(7) An employer may only give notice or immediately terminate the employment relationship with employees' representative with the previous agreement of the 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.

(8) If the employees' representatives refuse to grant consent pursuant to paragraph (7), the notice or immediate termination of the employment relationship from the side of the employer shall be, for this reason, invalid; if the other conditions for the notice or immediate termination of the employment relationship fulfilled, and the court in the conflict finds pursuant to § 77 that it cannot be justly requested of the employer that it continue to employ the employee, the notice or immediate termination of the employment relationship shall be valid.

(9) Equal conditions of activity and protection pursuant to paragraphs (1) to (8) shall apply to the employees' representatives for safety and health protection at work pursuant to special regulation.

Right to supranational information and to negotiation

§ 241

(1) The right to supranational information and to negotiation of employer's employees and of groups of employers operating in the territory of the European Union Member States (hereinafter referred to as "Member State") with their headquarters in the Slovak Republic shall be realised through the European Works Council or through the agreed procedure.

(2) According to paragraph (1), a European Works Council shall be established with each employer and at each group of employers active in the territory of the Member States, or a procedure for informing employees and negotiation shall be agreed with the aim to brief employees and to negotiate with them under the conditions, in the way and with the effects stipulated in this Act.

(3) An employer operating in the territory of the Member States shall be obliged to finance

a) the establishment and activity of the special negotiating body, European Works Council or agreed procedure of informing employees and negotiation,

b) costs of organising negotiations, interpretation, travel costs and accommodation of members of the special negotiating body, members of European Works Council or members active within the agreed procedure of employees' information and negotiation.

§ 242

The obligation to provide supranational information and negotiation shall apply to

a) employers and groups of employers operating in the territory of European Union Member States with their headquarters in the Slovak Republic,

b) organisational units of an employer or organisational units of a group of employers operating in the territory of Member States with their headquarters in the Slovak Republic,

c) representatives of an employer or a group of employers operating in the territory of the Member States with their headquarters in the Slovak Republic.

§ 243

Conditions for establishing European Works Council or for agreed procedure for supranational information and negotiation

(1) For the purpose of this Act

a) an employer operating in the territory of the Member States means an employer employing a minimum of 1,000 employees in the Member States and at least 150 employees in each of a minimum two Member States,

b) a group of employers operating in the Member States means a managing employer and employers subordinate to him/her, who employ a minimum of 1,000 employees in the Member States, including at least two employers operating in two different Member States and employing a minimum of 150 employees in each of them,

c) representatives of employees means representatives of employees pursuant to § 230 and § 233,

d) top management means top management of an employer operating in the territory of the Member States or top management of a managing employer in the case of a group of employers operating in the territory of the European Union Member States. If top management does not have headquarters in a Member State, for the purpose of this Act, a representative appointed by the top management shall be deemed top management; if such a representative has not been appointed, an employer of the Member State with the greatest number of employees with his/her headquarters in one of the Member States shall be deemed top management. Top management of employer shall be responsible for establishment of European Works Council or agreed procedure for supranational information and negotiation,

e) a special negotiating body shall be established in compliance with § 244 with the aim of conducting bargaining with top management on establishment of European Works Council or on procedure of informing employees and negotiation.

(2) For the purpose of this Act, the managing employer means an employer who can directly or indirectly manage another employer on grounds of ownership, financial share or rules he/she conforms to.

(3) Managing employer always means an employer who in relationship to another employer directly or indirectly

a) owns a majority of capital (stock) of this employer,

b) controls a majority of shareholders' votes of the employer, or

c) may appoint more than half of the members of administrative, managing or supervisory body of this employer.

(4) The numbers of employees set up for the purpose of this law shall be based on an average number of employees, including employees with reduced working time, employed during the last two years.

§ 244

Special negotiating body

(1) A special negotiating body shall be established for negotiating on behalf of employees on establishing a European Works Council or on procedure of informing employees and negotiating with them.

(2) The top management shall start negotiation on establishing a special negotiating body on its own initiative or upon a letter of application of at least 100 employees of a minimum of two employers in two different Member States or upon a letter of application from their representatives.

(3) The special negotiating body shall have a minimum of 3 and maximum of 17 members. Members of a special negotiating committee shall be employees of an employer or a group of employers operating in the territory of the Member States. Employees of an employer from each Member State in which there is an employer or a group of employers operating in the territory of the Member States shall be represented by one member. An additional member of the special negotiating body shall be appointed on behalf of employees of an employer from each Member State with at least 25 % of employees, additional two members on behalf of employees of employer of each Member State with at least 50 % of employees and additional three representatives on behalf of employees of an employer from each Member State with at least 75 % of all employees.

(4) Representatives of employees on behalf of employees in the Slovak Republic shall appoint members of the special negotiation body from employees of employer on joint negotiation; when employees' representatives are not established at the employer, the employees shall directly elect members of the special negotiation body from among the employer's employees on joint negotiation. The allocation of votes on joint negotiation shall be fixed pro rata to the number of represented employees.

(5) The special negotiating body shall inform top management on its establishment. Top management shall arrange a session of the special negotiating body with the aim of concluding an agreement pursuant to § 245; in case of need, it may invite experts to the session.

(6) The special negotiating body shall accept conclusions by a majority of the votes; for a decision that it will not start to negotiate according to paragraph (5), or that it will terminate a negotiation in progress, it shall be necessary to have a minimum majority of three quarters of the votes.

(7) If the concerned parties do not agree on a shorter period, a new application for summoning a special negotiating body may, at the earliest, be submitted within two years from acceptance of the said decision.

(8) All expenditures related to the establishment of a European Works Council or procedure of information and negotiation shall be borne by central management in such a way that a special negotiating body is able to properly perform its task.

§ 245

Agreement on establishing European Works Council or procedure of information and negotiation

(1) The top management and the special negotiating body, the European Works Council and representatives of employees who secure a different procedure of information and negotiation shall bargain in association, with regard to their mutual rights and obligations.

(2) The agreement between the top management and the special negotiating body must be concluded in writing and must include

a) employers, groups of employers operating in the territory of the Member States or their organisational units operating in the territory of the Member States to which the agreement shall apply,

b) the composition of the European Works Council, number of its members, alternate members, position allotment and term of office,

c) competencies and procedure of informing the European Works Council and negotiation procedure,

d) place of meeting, number of terms and duration of European Works Council meetings,

e) funds and material sources to be allocated to the European Works Council,

f) validity period of agreement on the European Works Council and procedure of its renegotiations.

(3) The European Works Council may be extended by representatives of employees of employers from states which are not members of the European Union in the case this has been agreed on by a special negotiating body and top management.

(4) The top management and the special negotiating body may agree in writing that they will establish one or more procedures of informing employees and negotiation instead of the European Works Council. The agreement must be in writing and must include in particular

a) subject of supranational information and negotiations concerning important interests of employees,

b) method and security of rights of employees' representatives to jointly discuss the information they were given by top management.

The European Works Council established by law

§ 246

A European Works Council shall be established according to this Act if

- a) The top management agrees on such jointly with special negotiating body,
- b) The top management refuses to start negotiation within six months from the date of submission of application of employees pursuant to § 244, paragraph (2) on the establishment of a European Works Council or procedure for supranational information and negotiation,
- c) The top management and the special negotiating body did not come to an agreement within three years from the date of submission of application and a special negotiating body did not decide on termination of negotiation proceedings (§ 244).

§ 247

(1) The European Works Council shall be elected by representatives of employees from employer's employees in joint negotiations. Members of European Works Council for employees employed in the Slovak Republic shall be appointed by representatives of employer's employees on joint negotiations; when employees' representatives are not established at the employer, employees shall elect the employees' representative to participate in the joint negotiations on their behalf. The distribution of votes on joint negotiation shall be determined proportionally to the number of employees represented.

(2) The European Works Council consists of representatives of employees at employers or groups of employers operating in the territory of the European Union Member States. A European Works Council has a minimum of 3 and maximum of 30 members. One representative of employees from each Member State in which employer or a group of employers has an agency, shall be delegated to the European Works Council.

(3) If an employer or a group of employers operating in the Member States have less than 10,000 employees, the Member States in which a minimum of 20 % of the employees is employed shall be represented by one additional representative. Member States, in which a minimum of 30 % of the employees is employed, shall be represented by two additional representatives, a minimum of 40 % of the employees by three additional representatives, a minimum of 50 % of the employees by four additional representatives, a minimum of 60 % of the employees by five additional representatives, a minimum of 70 % of the employees by six additional representatives and places with a minimum of 80 % of the employees shall be represented by seven additional representatives of the employees.

(4) If an employer or a group of employers in the Member States has a minimum of 10,000 employees, the Member States in which a minimum of 20 % of the employees is employed shall be represented by one additional representative. Member States, in which a minimum of 30 % of the employees is employed, shall be represented by three additional representatives, a minimum of 40 % of the employees shall be represented by five additional representatives, a minimum of 50 % of the employees shall be represented by seven additional representatives, from a Member State in which 60 % of the employees is employed shall be represented by nine additional representatives, a minimum of 70 % of the employees shall be represented by eleven additional representatives, a minimum of 80 % of the employees shall be represented by thirteen additional representatives of employees.

(5) In the case of meeting the conditions for the establishment of a European Works Council, the top management shall be obliged to arrange an establishing session of a European Works Council. The European Works Council shall elect its chairman and his/her deputy on this session.

(6) The chairman, and during his/her absence his/her deputy, shall represent the European Works Council externally and shall administer its routine activity. If it considers necessary, the European Works Council shall elect a three-member committee which consists of a chairman and two other members who must be from two Member States.

(7) The European Works Council shall accept standing order, which must be in writing and must be approved by a majority vote of all members.

(8) The top management shall check each two years from the date of establishing meeting of the European Works council if the numbers of employees in individual Member States has changed in such a way that, according to paragraphs (4) to (6), a different composition of the European Works Council must be determined. The result shall be announced to the European Works Council. If a different composition of the European Works Council is needed, the top management shall ensure that new members of the European Works Council are appointed in the states where entitlement for a different number of representatives of employees arose. The heretofore membership of employees' representatives shall terminate by the new appointment.

(9) The European Works Council shall announce to top management the names, surnames and addresses of its members. The top management shall provide employers and representatives of employees or employees with such information.

(10) Membership of the European Works Council shall begin by appointment and shall last for four years unless terminated earlier by recall or for other reasons.

(11) Upon the elapse of four years from the establishing meeting, a European Works Council shall vote whether it shall negotiate with top management according to § 245 or if the European Works Council shall continue as stipulated by law (§ 246).

§ 248

(1) The top management shall negotiate with the European Works Council at least once in a year

a) organisational structure of an employer, economic and financial situation,

b) anticipated development of activities, production and development of employment,

c) investment situation, significant changes of labour organisation and new production processes,

d) transfers of employer or part thereof, merger, consolidation, division, amendment to the employer's legal form,

e) other organisational changes of the employer.

(2) In case of the occurrence of extraordinary events significantly affecting the employees' interests, the top management is obliged to inform the European Works Council in time, to submit necessary documents to it and to discuss them upon its request.

(3) Extraordinary events mean in particular

a) dissolution, extinction or transfer of employer or part thereof,

b) collective redundancies.

(4) The top management is obliged to inform the European Works Council in writing and to discuss with it affairs specified in paragraphs (1) to (3) in the case they concern at least two employers with their headquarters in a minimum of two Member States; powers of European Works Council concern matters of the Member States only.

§ 249

Information of employer's employees representatives in the territory of the Slovak Republic

The special negotiating body, European Works Council or representatives of employer's employees securing different procedures for supranational information and negotiation shall brief the employer's employees representatives (§ 230 and § 233), with their headquarters in the territory of the Slovak Republic, on supranational information and negotiation at the joint meeting with employer's employees.

§ 250

Protection of members of special negotiating body, members of European Works Council and employee representatives securing different procedure

Provisions of § 240 shall apply to members of special negotiating body, members of European Works Council and representatives of employer's employees securing different procedures for supranational information and negotiation.

Part Eleven

TRANSITIONAL AND FINAL PROVISIONS

Transitional provisions

§ 251

(1) Provisions of this Act shall also govern labour-law relations which arose prior to 1 April 2002, unless stipulated otherwise hereafter. Claims resulting from such and legal actions executed prior to 1 April 2002 shall be adjudged in accordance with the hitherto provisions.

(2) Provisions concerning compensation for loss of earnings upon termination of incapacity to work or in recognition of invalidity or partial invalidity (§ 201, paragraph (1)) and provisions concerning compensation for expenses for subsistence of survivors (§ 207) shall also be carried out with employees and survivors entitled to compensation before 31 March 2002; this shall also apply to compensations legally decided upon before 31 March 2002 or compensations the amount of which was agreed upon.

(3) If an employer applies hourly wage for the purpose of remuneration of employees he/she shall be obliged to increase the hourly wage rates in proportion between the determined weekly time prior to the date of effectiveness of this Act and the weekly working time established pursuant to § 85, paragraph (8). The monthly wage shall not be altered by this reason.

§ 252

(1) Employment relationships that were established by election or appointment pursuant to § 27, paragraphs (3) to (5) of the Labour Code prior to the day of this Act entering into force shall be considered as employment relationships established by an employment contract pursuant to this Act.

(2) Working time of an employee, including overtime work stipulated in § 85, paragraph (9), shall, in the period from 1 April 2002 to 31 December 2003, be the maximum of 58 hours per week.

(3) The provisions of § 87, paragraphs (1), (2), and (4), § 90 through 93, § 94, paragraphs (2), (3) and (4), and § 96 shall not, in the period from 1 April 2002 to 31 March 2004, apply to the working time and rest periods of employees in transport sector whose working time is unevenly distributed. Such working time shall, in the period from 1 April 2002 to 31 June 2003, be arranged by the Ministry of Transport, Posts and Telecommunications of the Slovak Republic upon agreement with the competent higher trade union body.

§ 252a

(1) The provisions of this Act shall also govern labour-law relations arising prior to July 1, 2003, if not further stipulated otherwise. The arising of labour-law relations as well as claims arising prior to July 1, 2003 shall be governed pursuant to regulations valid as to June 30, 2003.

(2) If notice was given prior to July 1, 2003, the employment relationship shall terminate with the expiry of the notice period pursuant to regulations valid as to June 30, 2003.

(3) Labour-law relations based on an Agreement on Working Activity concluded prior to July 1, 2003 as well as claims arising before July 1, 2003 shall be governed pursuant to labour-law regulations valid as to June 30, 2003 and shall terminate at the latest as to December 31, 2003."

§ 253

Percentages and the period for which average earnings decisive for calculation of compensation for loss of earnings are arranged, following a period of temporary incapacity to work due to accident at work or occupational disease as per the hitherto provisions, shall be applicable to the period prior to the day this Act enters into force.

§ 254

(1) The term "pay" used in generally binding legal regulations shall be "wage" according to this Act.

(2) All forms of the words "health protection bodies" in the whole text of the Act shall be replaced by the words "state administration bodies in the field of public health", and all forms of the words "employee with altered capacity for work" in the whole text of the Act shall be replaced by the words "employee with disability".

§ 255

Repeal

The following are hereby repealed:

1. Act No. 65/1965 Coll. the Labour Code as amended by Act No. 88/1968 Coll., Act No. 153/1969 Coll., Act No. 100/1970 Coll., Act No. 159/1971 Coll., Act No. 20/1975 Coll., Act No. 72/1982 Coll., Act No. 111/1984 Coll., Act No. 22/1985 Coll., Act No. 52/1987 Coll., § 18 of the Act No. 98/1987 Coll., Act No. 188/1988 Coll., Act No. 81/1990 Coll., Act No. 3/1991 Coll., Act No. 297/1991 Coll., Act No. 231/1992 Coll., Act No. 264/1992 Coll., Act of the National Council of the Slovak Republic No. 10/1993 Coll., Act of the National Council of the Slovak Republic No. 275/1993 Coll., Act of the National Council of the Slovak Republic No. 304/1995 Coll., Act of the National Council of the Slovak Republic No. 90/1996 Coll., Act of the National Council of the Slovak Republic No. 206/1996 Coll., Act of the National Council of the Slovak Republic No. 330/1996 Coll., Act No. 379/1997 Coll., Act No. 43/1998 Coll., Act No. 190/1998 Coll., Act No. 297/1999 Coll., Act No. 95/2000 Coll., Act No. 244/2000 Coll., Act No. 245/2000 Coll., Act No. 154/2001 Coll. and Act No. 158/2001 Coll.,
2. Act No. 120/1990 Coll., regulating certain relations between trade union organisations and employers in the wording of Act No. 3/1991 Coll. and Act of the National Council of the Slovak Republic No. 55/1996 Coll.,
3. Act No. 195/1991 Coll. on severance allowance provided upon termination of employment relationship in the wording of Act of the National Council of the Slovak Republic No. 10/1993 Coll.,
4. Act No. 1/1992 Coll. on wages, remuneration for work stand-by and on average earning in the wording of Act of the National Council of the Slovak Republic No. 10/1993 Coll., Act of the National Council of the Slovak Republic No. 52/1996 Coll., Act of the National Council of the Slovak Republic No. 90/1996 Coll., Act No. 248/1997 Coll., Act No. 190/1998 Coll. and Act No. 105/1999 Coll.,
5. Regulation of the Government of the Czechoslovak Socialist Republic No. 75/1982 Coll. on specific supplementary paid holiday for workers working in the underground depths of coal and lignite mines,
6. Regulation of the Government of the Czechoslovak Socialist Republic No. 25/1985 Coll. on specific supplementary paid holiday for certain workers in organisations of constructional production,
7. Regulation of the Government of the Slovak Socialist Republic No. 27/1985 Coll. on different granting of uninterrupted rest in the week for certain workers in the wording of Regulation of the Government of the Slovak Socialist Republic No. 230/1988 Coll.,
8. Regulation of the Government of the Czechoslovak Socialist Republic No. 99/1987 Coll., on labour-law relations of workers in international economic organisations,
9. Regulation of the Government of the Czechoslovak Socialist Republic No. 223/1988 Coll. implementing the Labour Code in the wording of legislative measures of the Chair of the Federal Assembly No. 362/1990 Coll., Regulation of the Government of the Czech and Slovak Federal Republic No. 13/1991 Coll., Act No. 231/1992 Coll., Regulation of the

Government of the Slovak Republic No. 645/1992 Coll., Act of the National Council of the Slovak Republic No. 162/1993 Coll., Regulation of the Government of the Slovak Republic No. 190/1994 Coll., Regulation of the Government of the Slovak Republic No. 153/1995 Coll., Act of the National Council of the Slovak Republic No. 330/1996 Coll. and Act No. 297/1999 Coll.,

10. Regulation of the Government of the Czech and Slovak Federative Republic No. 121/1990 Coll. on labour-law relations with regard to private enterprise of citizens, in the wording of Regulation of the Czech and Slovak Federative Republic No. 14/1991 Coll., Act No. 231/1992 Coll. and Act of the National Council of the Slovak Republic No. 206/1996 Coll.,

11. Regulation of the Government of the Czech and Slovak Federative Republic No. 406/1991 Coll. on prolonged leave for rest in organisations that do not exercise business activities,

12. Regulation of the Government of the Czech and Slovak Federative Republic No. 43/1992 Coll. on the establishment of minimum wage tariffs and wage allowances for work in constrained and health detrimental working environments and for night work, in the wording of Regulation of the Government of the Slovak Republic No. 645/1992 Coll., Regulation of the Government of the Slovak Republic No. 249/1993 Coll., Regulation of the Government of the Slovak Republic No. 84/1996 Coll., Regulation of the Government of the Slovak Republic No. 2/1998 Coll., Regulation of the Government of the Slovak Republic 65/1999 Coll., Act No. 105/1999 Coll., Regulation of the Government of the Slovak Republic 374/1999 Coll. and Regulation of the Government of the Slovak Republic 299/2000 Coll.,

13. Regulation of the Government of the Slovak Republic No. 294/1997 Coll. on conditions for settlement of an employer's expenses for subsidies to wages or pay upon transfer of an employee to work with lower wages or pay for reasons of quarantine measures,

14. Regulation of the Government of the Slovak Republic No. 335/1997 Coll., which in the guidance of wages shall adjust the qualitative indicators, proportionality of growth in wages to the qualitative indicators, level of regulative levy, data for its calculation, validity of levy, method of its settlement and evaluated period,

15. Decree of the State Planning Commission No. 62/1966 Coll. on principles for shortening work time and for arrangement of work and operational modes, in the wording of Act No. 1/1992 Coll.,

16. Decree of the Ministry of Labour and Social Affairs No. 63/1968 Coll. on principles for shortening weekly work time and for adopting operational and work modes with a five-day working week, in the wording of Decree No. 200/1968 Coll., Act No. 188/1988 Coll., Act No. 3/1991 Coll. and Act No. 1/1992 Coll.,

17. Decree of the Ministry of Education No. 140/1968 Coll. on work concessions and economic security for those studying concurrent to employment, in the wording of Act No. 188/1988 Coll.,

18. Decree of the Central Council of Trade Unions and the Federal Ministry of Finance No. 172/1973 Coll. on the release of workers from employment for performance of a function in the Revolutionary Union Movement in the wording of Decree No. 3/1991 Coll.,

19. Decree of the Federal Ministry of Labour and Social Affairs No. 121/1982 Coll. on certain adjustments of working time,

- 20.** Decree of the Federal Ministry of Labour and Social Affairs No. 45/1987 Coll. on principles for reducing working time without reduction in wages for health reasons of workers under 21 years of age in underground depths of mines in the wording of Act No. 235/1992 Coll.,
- 21.** Decree of the Federal Ministry of Labour and Social Affairs No. 95/1987 Coll. on supplementary paid holiday for workers working with chemical carcinogens in the wording of Act No. 235/1992 Coll.,
- 22.** Decree of the Federal Ministry of Labour and Social Affairs No. 96/1987 Coll. on principles for reducing working time without a reduction in wages for health reasons of workers working with chemical carcinogens, in the wording of Decree No. 108/1989 Coll. and Act No. 235/1992 Coll.,
- 23.** Decree of the Federal Ministry of Labour and Social Affairs No. 196/1989 Coll. on flexible working time, in the wording of Act No. 1/1992 Coll.,
- 24.** Decree of the Federal Ministry of Labour and Social Affairs No. 18/1991 Coll. on other acts of general interest.
- 25.** Edict of the Federal Ministry of Economy of 12 October, 1990 on Ban on Work in the Underground of Deep Mines for Workers Younger than 21 Years of Age (registered in the issue No. 77/1990 Coll.).

§ 256

Entry into force

This Act shall enter into force on **1st April 2002**, with the exception of § 5 (2) to (5), and § 241 to § 250, which entered into force upon accession of the Slovak Republic to the European Union.

Act No. 165/2002 Coll. amending Act No. 313/2001 Coll. on Public Service as amended by later regulations and amendment of the Act No. 311/2001 Coll., Labour Code entered into force on 1st April 2002.

Act No. 408/2002 Coll. amending Act No. 313/2001 Coll. on Public Service, as amended by later regulations and on amendment of certain Acts, entered into force on 1st January 2003 with the exception of Articles II and III which entered into force on the day of promulgation (on 25th July 2002), and Article IV which entered into force on 1st September 2002.

Act No. 413/2002 Coll. on Social Insurance entered into force on 1st July 2003 with the exception of § 122 (4) which entered into force upon entering into force of Treaty on Accession of the Slovak Republic to the European Union, and § 277 which entered into force on the day of promulgation.

Act No. 639/2002 Coll. in relation to § 278 point 27 and § 279 of Labour Code.

Act No. 210/2003 Coll. amending Act No. 311/2001 Coll. Labour Code as amended by later regulations entered into force on 1st July 2003, with the exception of Article 1, point 6, which entered into force on the day of entry into force of Treaty on Accession of the Slovak Republic to the European Union and the one hundred and ninth, one hundred and tenth, and one hundred and eleventh points, which entered into force on 1st January 2004.

Act No. 461/2003 Coll. on Social Insurance entered into force on 1st January 2004 with the exception of § 122(4) to (6), 123(3) to (5), § 272(7), § 286(2), § 291(3) to (4) and § 293 which

entered into force on the day of entry into force on the day of promulgation, § 120(4) which entered into force on the day of entry into force of Treaty on Accession of the Slovak Republic to the European Union.

Act No. 5/2004 Coll. on employment services and on amendment of certain Acts entered into force on 1st February 2004 (Article II of the Act amends certain provisions of the Labour Code), with the exception of Article I § 72 (9) and (10) which entered into force on the day of entry into force on the day of promulgation, § 120(4) which entered into force on the day of entry into force of Treaty on Accession of the Slovak Republic to the European Union.

Act No. 365/2004 Coll. on Equal Treatment in Certain Areas and on the Protection against Discrimination and on Amending and Supplementing Certain Acts (Antidiscrimination Act) entered into force on 1st July 2004 (Article III of the Acts amends § 13 of the Labour Code).

Act No. 82/2005 Coll. on illegal work and illegal employment, and on amendment of certain Acts, entered into force on 1st April 2005 (Article IV of the Act amends certain provisions of the Labour Code) with the exception of Article II and V which entered into force on 1st February 2006.

Act No. 131/2005 Coll. amending the Act No. 553/2003 Coll. on the remuneration of certain employees performing in public interest and on amendment of certain Acts, as amended by later regulations and on amendment of the Act No. 311/2001 Coll. the Labour Code, as amended by later regulations, entered into force on 1st July 2005 (Article II of the Act amends § 103(3) of the Labour Code).

Act No. 244/2005 Coll. amending the Act No. 280/2002 Coll. on the parental allowance as amended by later regulations, and on amendment of certain Acts, entered into force on 1st July 2005 (Article IV of the Act amends the Labour Code with the exception of Article II point 10 which entered into force on the day of promulgation).

Act No. 570/2005 Coll. on the conscription duty and on amendment of certain Acts, entered into force on 1st January 2006 (Article V of the Act amends the Labour Code).

Act No. 124/2006 Coll. on occupational safety and health protection and on amendment of certain Acts, entered into force on 1st July 2006 (Article IV of the Act amends the Labour Code).

Act No. 231/2006 Coll. amending the Act No. 312/2001 Coll. on civil service and on amendment of certain Acts as amended by later regulations, entered into force on 1st June 2006 (Article II of the Act amends the Labour Code).

President of the Slovak Republic s. m.

President of the National Council of the Slovak Republic s. m.

Prime Minister of the Slovak Republic s. m.

Ratings of degrees of difficulty of work posts

Work posts are, according to the rate of complexity, responsibility and laboriousness of work for qualification of employee, determined by ratings as follows:

- a) work post corresponding to the first degree of difficulty of work is characterised by the performance of assistant, preparatory or handling works according to exact procedures and instructions;
- b) work post corresponding to the second degree of work difficulty is characterised by the performance of purposeful service repetitive work or professional repetitive controllable work according to set procedures or operating regimes or works connected with material responsibility; performance of simple craft works; performance of repeated, controllable works of administrative, economic-administrative, operating-technical or economic kind according to instructions or set procedures;
- c) work post corresponding to the third degree of work difficulty is characterised by performance of various professional or purposeful professional works or independent execution of less complicated agendas; independent performance of individual creative craft works; management or operative execution of the work of equipment or operating processes connected with higher intellectual exertion with possible responsibility for health and safety of other persons or for damages recoverable only with difficulty;
- d) work post corresponding to the fourth degree of work difficulty are characterised by the independent execution of professional agendas or the performance of partial conceptual, systematic and methodical works connected with higher intellectual exertion; 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; 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; 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.