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JOB SHARING EXPLAINED

Due to the pandemic situation, the business environment and the labor market in the Slovak Republic have been facing challenges for almost two years. Consequently the government and the legislator reacted and amended the relevant legislation. The needs of the practice over the past two years have required, among other things, multiple changes to the Labor Code.

The amendments to the Labor Code adopted in 2020 concerning the so-called home office, the scheduling of the employee's working hours, vacations, obstacles at work and the renewal of the employment relationship, were followed in the course of 2021 by other changes regulating the conditions of home work, telework or occasional work from home. These changes include the obligation of the employer to provide the employee with the working means to perform home work and the obligation to reimburse the increased costs of the employee in the event of an agreement on the use of the employees own resources or work aids.

The Labor Code also explicitly included the prohibition of a preference or discrimination of an employee performing home work or telework in relation to a comparable employee with a place of work at the employer's workplace.

JOB SHARING

In addition to the above, one of the ways to efficiently meet the needs of the employer and the employee is the use of so-called job sharing. This possibility has been a part of the Labor Code of the Slovak Republic since 2011. The essence of this institute is the sharing of one job/one work place, i.e. the rotation of at least two (but also several) employees in one job/work place, while these employees agreed in their individual employment contracts to work at the same work

position and participate in it on a part-time basis.

JOB SHARING PRECONDITION - PART-TIME WORKING

The basic precondition for job sharing is the conclusion of an employment contract individually with each of the employees, who subsequently participate in the job sharing. It is necessary to conclude an employment contract with an employee on a part-time basis, i.e. on a shorter working time.

Therefore, if the employee is interested in participating in job sharing and has a full-time employment contract with the employer, it is necessary for the parties to conclude an amendment to the employment contract, which will turn the employee's full-time job into a part-time job.

JOB SHARING AGREEMENT

Another precondition for the application of the institute of job sharing is the conclusion of an agreement on the assignment of an employee to job sharing. Such agreement must be concluded in writing, otherwise it is invalid.

WORKING HOURS SCHEDULE AND JOB DISTRIBUTION

Employees sharing a job schedule their working hours and work distribution among themselves by their mutual agreement. The specific method of scheduling working hours

between employees is therefore left to the will of the employees, who can thus determine between themselves the "rotation" on a daily basis or e.g. so that one employee performs work in the morning and the other in the afternoon, etc.



Employees sharing a job schedule their working hours and work distribution among themselves by their mutual agreement.

The employer will determine the working hours of individual employees only in the event that the employees are not able to find agreement on the schedule of working hours between themselves.

The above-mentioned flexibility and autonomy of employees will also be applied in the distribution of specific job tasks. The employer decides only if the employees

do not agree on the distribution of the work tasks themselves.

The agreement of employees on the schedule of working hours and work distribution does not have to be concluded in writing, but for reasons of legal certainty, the written form is more appropriate especially with regards to the responsibility of the employees for under performance or non-performance of the work task.

MUTUAL SUBSTITUTION OF EMPLOYEES

In a situation when one of the employees participating in job sharing encounters obstacles at work another employee is obliged to substitute an employee who is unable to perform his or her duties unless "serious reasons" prevent him or her from doing so. However, the Labor Code no longer defines serious reasons. According to literature these will be serious personal or family reasons.

TERMINATION OF A JOB SHARING

The job sharing agreement may be terminated by written notice of termination by either party. Termination effect arises upon the expiry of a period of one month from the date of notification of the termination to the other party. The Labor Code allows the parties to agree otherwise.

In the event of a termination of job sharing, the Labor Code stipulates the right of the employee to be engaged under "normal" work contract rules. However, this only applies if the work task has been maintained even after the abolition of job sharing.

In connection with the use of the institute of job sharing, it is necessary to observe provisions of the Labor Code on the prohibition of discrimination. In particular, it concerns the wages of employees participating in job sharing.

