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# LABOR CODE: EMPLOYEE PROTECTION

The last amendment to the Labor Code, effective in the Slovak Republic from 1 November 2022, also introduced changes to the rules and tools for employee protection. The amendment is quite extensive and introduces several changes in employment legal relations - due to the scope of the contribution, we present only some of them.

The amendment to the Labor Code transposes into the Slovak legal order two directives of the European Parliament and the Council (EU) on transparent and predictable working conditions in the European Union and on the balance between the work and private life of parents and persons with caring responsibilities.

## TRANSITION TO ANOTHER FORM OF EMPLOYMENT

One of the changes related to the above-mentioned areas is the employee's possibility to ask the employer for a change/transition to another form of employment. The application can be submitted by an employee with a fixed-term or part-time employment relationship. If the employment relationship of such an employee with the employer lasts for more than six months and at the same time the probationary period has already expired, the employer can request e.g. transition to an employment relationship for an indefinite period. In the case of an employee's application, the employer is obliged to provide the employee with a written and reasoned answer within a period of one month (three months in the case of an employer with less than 50 employees).

## PROTECTION OF THE PARENT FROM TERMINATION OF THE EMPLOYMENT RELATIONSHIP

Following the introduction of the so-called paternity

leave, increased protection of fathers against dismissal from employment (similar to protection of women on maternity leave) is being introduced for men on paternity leave.

The employer will not be entitled to terminate the employment relationship of fathers on paternity leave by giving notice in the so-called protection period.

The protection period for fathers begins with the announcement of the expected date of starting paternity leave.

Restrictions are also being introduced for the possibility of terminating the employment relationship with a man on paternity leave during the trial period, as this will only be possible in writing and only in exceptional cases that are not related to the care of a newborn child. Termination of the employment of a man on paternity leave during a probationary period (similarly to the case of pregnant women or mothers up to the end of the ninth month after childbirth) must be justified in writing by the employer, otherwise it is invalid.

## CONTENT OF THE EMPLOYMENT CONTRACT AND WRITTEN INFORMATION WHEN PERFORMING WORK OUTSIDE THE TERRITORY OF THE SLOVAK REPUBLIC

The Labor Code defines the employer's obligation to provide the employee with written information about his working conditions. We particularly point out the rules for the

content of the employment contract in the event that the place of employment is outside the territory of the Slovak Republic. In such a case, the employer will also agree with the employee in the employment contract i. place of work in the state outside the territory of the Slovak Republic, ii. period of work outside the territory of the Slovak Republic.

In the case of a place of work outside the territory of the Slovak Republic, the employer is also obliged to provide the employee with written information on the currency in which the salary will be paid, information on other duties connected with the performance of work and information on whether the employee's repatriation is ensured and what conditions apply.

## FORM OF PROVIDING INFORMATION

In the event that the Labor Code stipulates an information obligation for the employer in written form, the employer may provide this information in electronic form, if the employee has access to the information in electronic form, he can save and print it, and the employer will keep a document of its sending or its acceptance.

## PERFORMANCE OF OTHER EARNING ACTIVITY OF THE EMPLOYEE

The provisions of the employment contract, which would prohibit the employee from performing other gainful activities

outside the working hours specified by the employer, will be invalid. However, there is still a restriction for the employee to perform activity that has a competitive nature to the subject of the employer's activity. A competitive activity can only be performed with the prior written consent of the employer.

The provisions of the employment contract by which the employee undertakes to maintain confidentiality about his working conditions, including wage conditions and employment conditions, will also be invalid.

## THE EMPLOYEE'S RIGHT TO FILE A COMPLAINT

In labor relations, the employer is obliged to respect the principle of equal treatment as well as the principle of prohibition of abuse of rights. In connection with a violation of the principle of equal treatment, the employee has the right to file a complaint with the employer. The employee also has the right to file a complaint in connection with i. failure to comply with the condition of exercising rights in accordance with good morals, ii. by unwarranted violation of the employee's privacy, iii. an unauthorized prohibition to maintain confidentiality about working conditions and a prohibition to perform other gainful activities.

In the case of a complaint filed by an employee, the employer is obliged

to respond in writing without undue delay, to make corrections and to refrain from such actions as well as to eliminate the consequences of such action.

The Labor Code explicitly prohibits harassment or other punishment in the event that an employee files a complaint against the employer or another employee, files an initiative for a labor inspection or a lawsuit, or files a motion to initiate criminal prosecution. An employee cannot be persecuted if he does not maintain confidentiality about his working conditions, including wage conditions and employment conditions, or if he exercises the rights arising from the employment relationship.

In the event that the employee believes that his above-mentioned rights have been violated, he has the right to go to court and seek legal protection. If an employee in an employment law dispute informs the court of facts from which it can be reasonably concluded that the termination of the employment relationship by the employer occurred because the employee exercised his rights arising from the employment relationship, the employer will have to prove that the termination of the employment relationship occurred for other reasons. The Labor Code applies the so-called transferred burden of proof, which provides the employee with more effective protection.