

Employment protection in the Slovak Republic – 2008

Item 1 Notification procedures in the case of individual dismissal of a workers with a regular contract	Notice must be given in writing.
Item 2 Delay involved before notice can start	Personal reasons (e.g. continual minor breaches of work discipline or unsatisfactory work results): Notice can be given to an employee, provided that he was, in the last six months, advised of the possibility of notice in writing, in conjunction with the breach of work discipline or unsatisfactory work results. Redundancy/economic/organisational reasons: Standard notification procedure, no additional delay.
Item 3 Length of notice period at different tenure durations	All workers: 2m<5y; 3m>5y (legal minimum). The contracting parties may agree on a longer notice period in an employment contract, as well as in a collective labour agreement.
Item 4 Severance pay at different tenure durations	An employee who is made redundant or whose employment is terminated due to organisational or health reasons is entitled to receive severance pay which is equal to at least double his/her average monthly earnings. After 5 years of tenure with an employer, such employee is entitled to receive severance pay which is equal to at least triple his/her average monthly earnings. Higher severance pay may be agreed in an employment contract or collective labour agreement.
Item 5 Definition of unfair dismissal	An employer may only give notice for the reasons specified in the Labour Code (e.g. personal reasons: continual minor breaches of work discipline or unsatisfactory work results - redundancy/economic/organisational reasons). An employer cannot give notice for other reasons, such as, racial, discrimination, etc.
Item 6 Length of trial period	A probationary period for the maximum of three months may be agreed in an employment contract. A probationary period may not be prolonged. The probationary period must be agreed upon in writing or it shall be invalid. Within the probationary period, both employer and employee may terminate an employment relationship in writing for any reason whatsoever, or without giving a reason. 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.
Item 7 Compensation following unfair dismissal	Compulsory compensation for unfair dismissal equal to 12 monthly wages. If an employer does not allow the employee to work or if a law suit in respect of unfair dismissal takes longer than 12 months, further compensation is to be determined by the courts.
Item 8 Reinstatement option for the employee following unfair dismissal	In the event that an employer gave an invalid notice to an employee and the employee notified the employer that he insists on further employment, his employment relationship does not terminate, except in the case when a court decides that the employer cannot be fairly required to further continue employing the employee.
Item 9 Maximum time period after dismissal notification up to which an unfair dismissal claim can be made	The invalidity of unfair dismissal (by notice, summary dismissal, termination during a probationary period or by agreement) may be claimed at a court by the employee or employer no later than 2 months from the date upon which the employment was to terminate.
Item 10 Valid cases for use of fixed term contracts	A fixed term employment may be agreed, extended or renewed for a maximum of three years without specifying an objective reason.
Item 11 Maximum number of successive FTCs (initial contract plus renewals and/or prolongations)	Fixed-term employment may only be agreed for a maximum of 3 years. Fixed-term employment may only be extended or renewed once within the 3-year period. Another extension or renewal of fixed-term employment may only be agreed for material or objective reasons.
Item 12 Maximum cumulated duration of successive FTCs	The cumulated duration of successive fixed-term contracts may reach a maximum of 36 months. This shall not apply if fixed-term contracts are concluded for material or objective reasons.
Item 13 Types of work for which temporary work agency (TWA) employment is legal	Generally allowed.
Item 14 Are there restrictions on the number of renewals and/or prolongations of TWA contracts?	No..
Item 15 Maximum cumulated duration of TWA contracts	No limit.
Item 16 Does the set-up of a TWA require authorisation or reporting obligations?	Requires administrative authorisation. The TWA is also required to submit annual reports of activities to the Centre of Labour, Social Affairs and Family.
Item 17 Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	Working conditions, including wage conditions and employment conditions for TWA workers must be equally favourable to those of comparable workers at the user firm. An exception is allowed, however, with respect to wage conditions which do not need to be equally favourable during a three month period.

Item 18 Definition of collective dismissal	Collective redundancies is if an employer terminates an employment relationship for redundancy/economic/organisational reasons, in the course of 90 days with a minimum of 20 employees.
Item 19 Additional notification requirements (compared to Item 1) in cases of collective dismissal	Notification of employee representative: The employer shall be obliged to provide the competent trade union body with all necessary information and to inform such body in writing, in particular as to: the reasons for collective redundancies; the number and structure of employees to be subject to termination of employment; the overall number and structure of employees employed by the employer; the period over which collective redundancies shall be effected; the criteria for the selection of employees to be subject to termination of employment. Notification of public authorities: At the same time, the employer also delivers a copy of the written information to the National Labour Office.
Item 20 Additional delays involved (compared to Item 2)	With the view of achieving an agreement, an employer is obliged, at the latest one month before the commencement of collective redundancies, to discuss measures allowing the prevention or limitation of the collective redundancies with a relevant trade union body or, if there is no trade union operating at the employer, with other employees' representative.
Item 21 Other special costs to employers in case of collective dismissals	Type of negotiation required: Consultation with the relevant trade union body on alternatives to redundancy and measures for mitigating the adverse consequences of collective redundancies of employees. The competent trade union body may submit comments relating to collective redundancies to the National Labour Office. An employer shall negotiate with the National Labour Office such measures enabling prevention of collective dismissal or its limitation, in particular over: conditions for maintaining employment; possibilities of employing discharged employees with other employers; possibilities of discharged employees applying themselves at work in the event of their retraining. Severance pay: No special regulations for collective dismissal.

This summary was produced by the OECD based on responses to a questionnaire submitted by authorities in OECD member countries. It describes the situation current as at 1 January 2008 and is the basis for calculating the OECD employment protection indicators. To find out more about the methodology used to calculate the OECD employment protection indicators, see www.oecd.org/employment/protection.