

SLOVAK REPUBLIC

Items	Regulations in force on 1 January 2019
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	<p>Notice must be given in writing and include the reason for dismissal (Section 62 of the labour code). § 61(2) explicitly prohibits amendments of the reason stated. Obligatory consultation with trade unions (§ 74). Obligatory warning if an employee does not satisfactorily fulfil the work tasks (§ 63 (4) d).</p> <p>As of a certain number of dismissals (see Item 18): see item 19.</p>
2: Delay involved before notice can start	<p>Personal reasons (e.g. continual minor breaches of work discipline or unsatisfactory work results) – If the employee does not satisfactorily fulfil the work tasks, notice can be given if 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. For less serious 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.</p> <p>Redundancy/economic/organisational reasons – Standard notification procedure, no additional delay.</p> <p>Calculation (for EPL indicators): 9 days = 6/2 days for required warning procedure + 5 days for consultation with trade unions + 1 day for notice</p> <p>As of a certain number of dismissals (see Item 18): 40 days (= 10 days for negotiations plus 30 days for informing the Labour Office, see Item 20)</p>
3: Length of notice period at different tenure durations (a)	<p>Termination for organizational reasons (Section 63 (1a) or (1b), Labour Code): at least 1m<1y; at least 2m<5y; at least 3m≥5y (cf. Section 62, labour Code).</p> <p>Termination for health or personal reasons (Section 63 (1c), (1d) or (1e), Labour Code): 1m<1y; 2m≥1y (cf. Section 62, labour Code).</p> <p>The period of employment relationship for the purpose of notice of termination shall include repeated fixed term employment relationships concluded with the same employer if they followed each other without break.</p> <p>Calculation for EPL indicators for individual dismissals: average of personal reasons and organizational reasons.</p>
4: Severance pay at different tenure durations (a)	<p>If the employment is terminated by the employer by a notice for organisational or health reasons, and if the employee worked for the employer:</p> <ul style="list-style-type: none"> A) At least 2 years but less than 5 years, he is entitled to one month severance pay B) At least 5 years but less than 10 years, he is entitled to two month severance pay C) At least 10 years but less than 20 years, he is entitled to three month severance pay D) At least 20 years, he is entitled to four month severance pay. <p>No severance pay in the case of dismissal for personal reasons</p> <p>A specific situation (10 times of average wage) – apply in the cases of occupational injuries and other cases.</p>
5: Definition of unfair dismissal (b)	<p>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. In the event of redundancy, the employer should propose an alternative position (if, possible) (§ 63 (2)), and the judges can test whether there was a real need for dismissal.</p>
6: Length of trial period (c)	<p>Section 45 (1) of the Labour Code provides that a probationary period may be agreed in an employment contract for a maximum of three months, except in the case of an executive employee who reports directly to the statutory body or a member of the statutory body, where the maximum shall be six months. A probationary period may not be prolonged.</p>

7: Compensation following unfair dismissal (d)	<p>Section 79 (1) of the Labour Code provides that 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.</p> <p>Section 79 (2) of Labour code provides that, if the overall time for which an employee should be paid wage compensation is greater than twelve months, the court may, based on the request of the employer, decide to lower the wage compensation, provided it is greater than twelve months, or even decide that the worker will not get wage compensation above the twelve months compensation. The employee may be entitled to a wage compensation amounting up to 36 months.</p>
8: Reinstatement option for the employee following unfair dismissal (b)	<p>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.</p>
9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)	<p>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 no later than 2 months from the effective date of dismissal.</p>
10: Valid cases for use of standard fixed term contracts	<p>A fixed term employment contract may be agreed without specifying an objective reason. However, extensions or renewals of a fixed term employment is allowed for objective reason only (e.g. maternity leave of another employee, sudden increase of work) and has to be specified in the employment contract.</p>
11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)	<p>Fixed-term employment may only be agreed for a maximum of 2 years. Fixed-term employment may only be extended or renewed twice within the 2-year period. Another extension or renewal of fixed-term employment may only be agreed for material or objective reasons.</p>
12: Maximum cumulated duration of successive standard FTCs	<p>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.</p>
13: Types of work for which temporary work agency (TWA) employment is legal	<p>Section 58a (1) states that “The employer may agree on temporary assignment with the using employer only where there are objective operational reasons for such assignment” (cf. Act No. 348/2007).</p>
14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)	<p>No for assignments. Same restrictions as for fixed-term contracts if the contract between the agency and the worker is fixed-term.</p> <p>The temporary assignation of an employee to the same user employer may be extended or renegotiated within 24 months for a maximum of four times; this shall also apply to the temporary assignment of an employee by another employer or other temporary work agency to the same user employer.</p>
15: Maximum cumulated duration of TWA assignments (f)	<p>The temporary assignation may be agreed at most to 24 months.</p>
16: Does the set-up of a TWA require authorisation or reporting obligations?	<p>Requires administrative authorisation. The TWA is also required to submit annual reports of activities to the Centre of Labour, Social Affairs and Family.</p>
17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	<p>Working conditions, including wage conditions and employment conditions for TWA workers must be at least as favourable as those of comparable workers at the user firm.</p> <p>Cf. Section 58 (5) of the Labour Code</p>
18: Definition of collective dismissal (b)	<p>Section 73 (1) of Labour Code provides that collective redundancy shall occur if an employer or a part of an employer terminates within 30 days the employment relationship by notice for the reasons stipulated in § 63 paragraph (1) letter (a) and (b), or by another method or reason unrelated to personal characteristics of the employees, of</p> <ul style="list-style-type: none"> a) at least ten employees of an employer who employs more than 20 and less than 100 employees, b) at least 10% of total up expenses of employees of an employer who employs at least 100 and less than 300 employees, c) at least 30 employees of an employer who employs at least than 300 employees.

19: Additional notification requirements in cases of collective dismissal (g)	<p>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 effectuated; the criteria for the selection of employees to be subject to termination of employment.</p> <p>Notification of public authorities: At the same time, the employer also delivers a copy of the written information to the National Labour Office.</p> <p>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 in the firm, any other employees' representative.</p>
20: Additional delays involved in cases of collective dismissal (h)	<p>With the view of achieving an agreement, an employer is obliged, at the latest one month before the commencement of collective redundancies (§ 73), 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 in the firm, any other employees' representative. The employer may give notice to employees at the earliest upon expiry of one month from the day of delivery of written information on the outcome of the negotiation with trade unions or employees' representatives to the Labour Office.</p> <p>The Office of Labour, Social Affairs and Family may make a reasonable reduction of this period.</p> <p>Calculation (for EPL indicators): 10 days for negotiations plus 30 days for informing the Labour Office minus delays reported in item 2 for redundancy.</p>
21: Other special costs to employers in case of collective dismissals (i)	<p>Type of negotiation required: Consultation with the relevant trade union body on alternatives to redundancy and measures to mitigate the adverse consequences of collective redundancies on employees. The competent trade union body may submit comments related to the collective redundancies to the Labour Office.</p> <p>Severance pay: No special regulations for collective dismissal.</p>
22: The worker alone has the burden of proof when filing a complaint for unfair dismissal	<p>Yes</p>
23: Ex-ante validation of the dismissal limiting the scope of unfair dismissal complaints	<p>No</p>
24: Pre-termination resolution mechanisms granting unemployment benefits	<p>Access to unemployment benefits is the same in cases of resignation, dismissal as well as in the case of termination by mutual consent. There is no sanction or restrictions for the right of unemployment benefit in case of voluntary termination of the employment relationship at the initiative of the employee nor in the case of termination by mutual consent.</p>

Legend: d: days; w: weeks; m: months; y: years. For example "1m < 3y" means "1 month of notice (or severance) pay is required when length of service is below 3 years".

Notes:

- Three tenure durations (9 months, 4 years, 20 years). Case of a regular employee with tenure beyond any trial period, dismissed on personal grounds or economic redundancy, but without fault (where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment). Averages are taken where different situations apply – e.g. blue collar and white collar; dismissals for personal reasons and for redundancy.
- Based also on case law, if court practice tends to be more (or less) restrictive than what specified in legislation.
- Initial period within which regular contracts are not fully covered by employment protection provisions and unfair dismissal claims cannot usually be made.
- Typical compensation at 20 years of tenure, including back pay and other compensation (e.g. for future lost earnings in lieu of reinstatement or psychological injury), but excluding ordinary severance pay and pay in lieu of notice. Where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment and that a court case takes 6 months on average. Description based also on case law.
- Maximum time period after dismissal up to which an unfair dismissal claim can be made.
- Description based on both regulations on number and duration of the contract(s) between the temporary work agency and the employee and regulations on the number and duration of the assignment(s) with the same user firm.
- Notification requirements to works councils (or employee representatives), and to government authorities such as public employment offices. Only requirements on top of those requirements applying to individual redundancy dismissal count for Versions 1 to 3 of the OECD EPL indicators (cf. Item 1).
- Additional delays and notice periods in the case of collective dismissal (only delays on top of those required for individual dismissals – as reported in Items 2 and 3 – count for the OECD EPL indicators).
- This refers to whether there are additional severance pay requirements and whether social compensation plans (detailing measures of reemployment, retraining, outplacement, etc.) are obligatory or common practice.