

CURRENT VERSION OF THE

LABOR CODE

RELATED TO THE QUARANTINE MEASURES

COVID-19

OBSAH

- 1 Home office – performance of work under contract from another place
- 2 Work transfer to other type of work than agreed in the employment contract
- 3 Wage supplement related to work transfer
- 4 Paid leave
- 5 Short-time working, Worktime scheduling
- 6 Obstacles at work on the employer's side
- 7 Obstacles at work on the employee's side
- 8 Collective redundancies



HOME OFFICE

PERFORMANCE OF WORK UNDER CONTRACT
FROM ANOTHER PLACE

1 HOME OFFICE - PERFORMANCE OF WORK UNDER CONTRACT FROM ANOTHER PLACE

SPECIAL MEASURES AT THE TIME OF THE STATE OF EMERGENCY

§250b part 2 Labour Code (LC)

- At the time of the State of Emergency (SoE) and two months after the state is lifted
 - **Employer is entitled** to assign work performance from an employee's home if the nature of assigned work allows it
 - **Employee has right** to perform work from his/her home if the nature of assigned work allows it and there are no severe operational reasons on the employer's side which would prevent performance of work



2

WORK TRANSFER TO OTHER TYPE OF WORK THAN AGREED IN THE EMPLOYMENT CONTRACT

2 WORK TRANSFER TO OTHER TYPE OF WORK THAN AGREED IN THE EMPLOYMENT CONTRACT

§55 part 4 LC

- The employer may also reassign the employee to other work than agreed in the employment contract if the purpose of the work cannot be achieved within the limits of the employment contract
- The other type of work must correspond to the employee's medical fitness and qualification
- **The employer is obliged to provide the employee with a written notice about the and duration of work transfer**
- The **employee's agreement or approval is needed** in case the work transfer is necessary to avert an emergency or to mitigate its immediate consequences
- In case of work transfer necessary to avert an emergency or to mitigate its immediate consequences (as state of emergency related to the current situation of COVID-19), the **employer may unilaterally reassign the employee** to a other work than agreed in his employment contract without the employee's consent (but only for the necessary/limited time)



WAGE SUPPLEMENT RELATED TO WORK TRANSFER

3 WAGE SUPPLEMENT AT WORK TRANSFER

§125 part 1 LC

- If a company reassigns an employee to another job because of a quarantine measure or because of an emergency or to mitigate its immediate consequences, and if the employee, after the work transfer, achieves a lower wage per hour worked compared to the terms of the employment contract, then:
 - **The employee is entitled to a supplement** equal to at least his/her average salary prior to the transfer
 - The supplement (including the contributions) shall be **paid by The Public Health Authority** to the employer who provided it, max. for 12 consecutive months from the date of the transfer of the employee
 - The employer must claim the reimbursement of the supplementary wage by a written application to the Public Health Authority within 30 days after the quarantine measure ended



PAID LEAVE

4

PAID LEAVE

SPECIAL MEASURES AT THE TIME OF STATE OF EMERGENCY

§250b part 5 LC

- At the time of State of Emergency (SoE) and two months after the state is lifted:
 - The Employer **is obliged** to notify an employee about ordered paid leave **at least 7 days in advance**, this period may be shorter with an employee's consent
 - The Employer **is obliged** to notify an employee about ordered paid leave, in case of **untaken** leave (§ 113 part 2), **at least 2 days in advance**, this period may be shorter with an employee's consent



SHORT-TIME WORKING & WORKING TIME SCHEDULE

5a SHORT-TIME WORKING

§49 LC

- The employer can agree with the employee in the employment contract to **shorten working time** (up to 60%) than the set weekly working time
- It requires an **amendment to the employment contract**
- Employee working on short-time working is entitled to receive **the salary corresponding to the agreed short-time working**
- Short-time working do not have to be scheduled for all working days

5b

WORKTIME SCHEDULING

SPECIAL MEASURES AT THE TIME OF STATE OF EMERGENCY

§250b part 4 LC

- At the time of State of Emergency (SoE) and two months after the state is lifted:
 - The Employer **is obliged** to announce the worktime schedule to an employee at least **two days in advance**, unless they agree on shorter notice
 - The Employer **is obliged** to announce the worktime schedule to an employee **with validity of at least one week**



OBSTACLES AT WORK ON THE EMPLOYEE'S SIDE

6a

OBSTACLES AT WORK ON THE EMPLOYEE'S SIDE

SPECIAL MEASURES AT THE TIME OF STATE OF EMERGENCY

§250b part 6 LC

- At the time of State of Emergency (SoE) and two months after the state is lifted, the **employer excuses the work absence** of an employee **during his/her significant personal obstacle at work**:
 - Quarantine measures and isolation
 - Personal and all-day care for a sick family member
 - Personal and all-day care for a natural person
- Under the above-mentioned conditions the person is **recognized as unable to work and the same protection shall be secured** as to an employee who is temporarily unable to work.

6b

OBSTACLES AT WORK ON THE EMPLOYEE'S SIDE

SICK PAY

§250b part 6 LC

- The employer is able to assign work (home office is not possible)
- An employee does not receive wage but receives sick pay during the whole period of isolation (quarantine) – considered as unable to work
- According to **§ 293er Act No. 461/2003 Coll.** (Provisions for the period of State of Emergency related to COVID-19 disease Social Insurance Act)
 - Sick pay is calculated as **55% daily assessment basis**
 - Sick pay is paid **from the first day by the Social Insurance Company**



OBSTACLES AT WORK ON THE EMPLOYER'S SIDE

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OBSTACLES AT WORK ON THE EMPLOYER'S SIDE SPECIAL MEASURES AT THE TIME OF THE STATE OF EMERGENCY

§250b part 7 LC

- **AMOUNT OF WAGE COMPENSATION CHANGE**
- **The employer is unable assign work at all or partially** because its operation has been closed or limited **due to the state of emergency**. As a consequence of this situation:
 - The employer has been forced to close or limit its operation by the competent authorities
 - The employer has been forced to close or limit its operation to protect health of employees
 - Decline of orders and outage of supplies
- **The employer is entitled to provide a wage compensation lower than 100% but no less than 80% of employee's average wage (this amount cannot be lower than the minimum wage)**



COLLECTIVE REDUNDANCIES

8 COLLECTIVE REDUNDANCIES

§73 ZP

- Termination of employment due to reasons which are not on the employee's side
- **Obligation to inform and discuss conditions** that could avoid or mitigate collective redundancies with employees or employees' representatives at least 1 month prior to the start of the redundancy (e.g. working time reduction)
- Subsequently, it is necessary to deliver a report of the negotiation to the **National Labor Office**
- The employer may start collective redundancies after 1 month from the delivery of the report to the National Labor Office
- Breaking the condition of discussion and information results in employees claiming wage compensation equal to 2 times of the average salaries (in addition to severance pay) in case of collective redundancies

SARIO

SLOVAK INVESTMENT AND TRADE DEVELOPMENT AGENCY

SARIO

Trnavská cesta 100
821 01 Bratislava, Slovakia
www.sario.sk

E: covid19@sario.sk



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