

New withdrawal period in labour matters

Labour Code Amendment 2022, Slovakia

1 November 2022

The Labour Code has never specifically regulated the length of time that "labour law mail" must be deposited in the post office. This generally follows from the postal conditions, i.e. the standard length of time for depositing a mail at the post office is 18 days. In practice, some employers have been found to shorten the time limit for depositing mail, in many cases to the problematic length of a few days - claiming that they are merely taking advantage of the possibilities afforded by the postal conditions. On the other hand, however, it is possible to find that in many cases the courts have not accepted any reduction of the storage period under postal conditions.

In view of the above, **the amendment modifies the length of the period for depositing mail directly in Section 38 of the Labour Code, so that the employer may not shorten the collection period below a certain number of days, namely below 10 days.** The aim is, on the one hand, to provide certainty for the employee and, on the other hand, to provide certainty for the employer and to strike a suitable balance between the interests of the two parties concerned.

Text in force until 31 October 2022	Version effective from 1 November 2022
§ 38 Delivery - paragraphs 1,2	§ 38 Delivery - paragraphs 1,2
<p>1 The employer's documents relating to the commencement, change and termination of the employment relationship or the commencement, change and termination of the employee's obligations under the employment contract must be delivered to the employee by hand. The same shall apply to documents relating to the creation, alteration and termination of rights and obligations arising from an agreement on work performed outside the employment relationship. The employer shall deliver the documents to the employee at the workplace, at his home or wherever he can be found. If this is not possible, the document may be delivered by registered mail.</p>	<p>1 The employer's documents relating to the commencement, change and termination of the employment relationship or the commencement, change and termination of the employee's obligations under the employment contract must be delivered to the employee by hand. The same shall apply to documents relating to the creation, alteration and termination of rights and obligations arising from an agreement for work performed outside the employment relationship. The employer shall deliver the documents to the employee at the workplace, at his home or wherever he can be found. If this is not possible, the document may be delivered by registered mail.</p>
<p>2 The employer shall send documents delivered by the postal undertaking to the employee's last</p>	<p>2 The employer shall send documents served by the postal undertaking to the employee's last known address as registered mail with a delivery</p>

known address as registered mail with a delivery receipt and the notation "hand-delivered".

receipt and the notation "in own hand." **The employer may not specify a collection period of less than 10 days for the mail.**

At the same time, also in connection with the current wording of Section 38 of the Labour Code, we would like to remind you that our legislation still specifies the primary obligation of personal delivery of documents, and only if this is not possible, the method of delivery by a postal company comes into consideration, and thus the use of this method is applied in practice only when the employer is unable to reach the employee at the workplace or at another place.

WHAT WILL THESE CHANGES BRING TO YOUR PRACTICE?

EXISTING EMPLOYMENT CONTRACTS/CURRENT STAFF

In the context of this change in the legislation, it will not be necessary to make any specific amendments or additions to the employer's existing employment contracts. However, it is important to note that the new legislation will apply equally not only to new employees, but also to employees in existing employment relationships with the employer.

NEW EMPLOYMENT CONTRACTS/NEW STAFF

In terms of future applicability, it is worth noting that employers should take note of the prohibition on setting a withdrawal period of less than 10 days and always adjust this period to comply with this new minimum statutory limit. As regards the upper limit, the legislator has not adjusted it - it continues to result from the postal conditions, as mentioned above in the text.

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