

Termination upon death of an employee

Labour Code Amendment 2022, Slovakia

1 November 2022

The amendment to the Labour Code also **specifies to** a lesser extent **the regulation of entitlement to severance pay and severance pay in the event of the death of an employee**. This is not a comprehensive change in the regulation, but only an addition to the interpretative rule for the purposes of application practice.

The newly added Section 76(8) of the Labour Code provides that if an employee dies before the expiry of the notice period or before the agreed date of termination of employment (in the case of termination of employment by agreement), the date of his/her death shall be deemed to be the date of termination of employment by notice or agreement for the purposes of severance pay.

A similar rule will be added in relation to severance pay. According to the new Section 76a(5) of the Labour Code, in the event of the death of an employee, the date of his/her death shall be deemed to be the date of termination of the employment relationship.

These interpretative rules thus more clearly confirm the conclusion that in the event of such an employee's premature death, the employee's entitlement to severance pay or severance pay arises anyway, which is particularly significant for the employee's survivors (under Section 35 of the Labour Code).

Text in force until 31 October 2022	Version effective from 1 November 2022
	(New) paragraph 8 § 76 - Severance pay
Any legal regulation reflecting the death of an employee during the notice period or during the period prior to the agreed date of termination of employment was absent in the relevant provision of the Labour Code until the adoption of the amendment.	If the employee dies before the expiry of the notice period or before the agreed date of termination, the date of the employee's death shall be treated as the date of termination by notice or agreement for the purposes of severance pay under paragraphs 1 to 3 (which shall remain unchanged).
	(New) paragraph 5 of § 76a - Severance pay
Until the adoption of the amendment, any legal regulation reflecting the death of an employee after the entitlement to severance pay had been established was absent in the provision of the Labour Code in question.	If the employee dies, for the purposes of paragraphs 1 and 2 (which remain unchanged), the date of termination of the employment relationship shall be the date of the employee's death.

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.

NEW EMPLOYMENT CONTRACTS/NEW STAFF

From the content of these added provisions of the Labour Code, it can be concluded that they will probably be rarely applied in common practice in the future. In any event, should a situation arise in which an employee dies during the notice period or during the period agreed in the termination agreement, the employer must take into account its legal obligation to pay a severance or redundancy payment. In this case, however, the amount of severance pay or redundancy pay in question will accrue to the survivors of that employee.

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