

New forms of employment Job sharing and casual work, Slovakia

Case study 41: Policy analysis

In recent years, Slovakia has sought to increase labour market flexibility through the introduction of job sharing provisions under the amended Labour Code. However, to date, both employers and employees remain relatively unaware of the possibilities that this new employment option has to offer.

Introduction

Inspired by the experience of other countries, the Slovak Labour Code was amended in 2011 to accommodate several new provisions seeking to increase labour market flexibility. The introduction of job sharing (Delené pracovné miesto) was one such provision. While the Labour Code does not differentiate between job sharing in the public and private sector, the Act on Civil Service excludes its use for civil servants in Slovakia; in addition, other legal obstacles limit the usage of job sharing in the public sector. Moreover, this new form of employment remains largely unknown to both employers and employees. One of the reasons for this is the existence of another flexible employment form – agreements on work performed outside an employment relationship (Dohody o prácach vykonávaných mimo pracovného pomeru) – which is widely used and to an extent overshadows other flexible forms of employment. Agreements on work performed outside an employment relationship (also called 'agreement contracts') allow employees to have work agreements that are limited in scope and nature, and often on top of their regular employment contract. In contrast to job sharing, agreement contracts are well known both among employers and employees, and although they often substitute for regular employment contracts, the degree of social protection for employees employed on such agreements remains marginal. In 2013, however, legislation introduced obligatory social security and health insurance deductions from these agreement contracts. The response to this legislative change has been a drop in the number of such contracts. Nevertheless, agreement contracts continue to remain the most significant form of flexible employment in Slovakia.

This report on job sharing and agreements on work performed outside an employment relationship in Slovakia is based on interviews with policymakers and representatives of the Ministry of Labour, Social Affairs and Family; representatives of three trade union federations – the Confederation of Trade Unions of the Slovak republic (KOZ SR), the Slovak Trade Union Association of Public Administration (SLOVES), and the Slovak Trade Union Association of Healthcare and Social Services (SOZZaSS); and a policy expert from the Healthcare Surveillance Authority (ÚDZS). The desk research was based on an analysis of primary sources, mainly the Slovak Labour Code and other relevant legal documents.

Background and objectives

The regulation of job sharing was introduced as part of the 2011 Labour Code amendment, initiated by the Government Office of Slovakia's Prime Minister Iveta Radičova together with the Ministry of Labour, Social Affairs and Family. Initially, the Labour Code amendment in its first draft delivered to the

National Council did not include regulations on job sharing. However, after three readings at the Council, the Amendment to the Labour Code, accepted on 13 July 2011, recognised job sharing as a new form of employment relationship in Slovakia. According to section 49a, job sharing is defined as a job in which employees in an employment relationship with reduced working time manage and divide their working time and their tasks on their own (Labour Code, Section 49a, (1)).

The introduction of the job sharing regulation was largely inspired by its usage in other countries, especially Denmark, Germany and Hungary. After the detailed study (which did not involve any official communication or correspondence) of several foreign labour codes and legal regulations, the Labour Relations Department at the Ministry of Labour, Social Affairs and Family Affairs introduced a job sharing proposal into the legislation in a form feasible for the specific conditions of the Slovak labour market. The idea was to increase labour market flexibility by adding a new form of employment.

In contrast to Denmark, where the primary motivation for job sharing was to 'mitigate the effects of the financial crisis' (Eurofound, 2011), the main reason behind the introduction of job sharing in Slovakia was to generally open up the possibility for this kind of employment. The regulation aimed to address the interests of employees who are unwilling or unable to engage in full-time employment, but who want to work if they can find a job that matches their needs and circumstances. Mothers on maternity leave and working parents are examples of this, as mentioned in the interviews.

Generally, as stated in the explanatory memorandum to the 2011 Labour Code amendment, job sharing aims to support employees with young children, students, those who want to do additional activities apart from their full-time job to increase their qualifications, and employees who are preparing for the transition to retirement (Explanatory memorandum to the amendment of the Labour Code No. 257/2011). Similarly, it is believed that job sharing could be used for phased withdrawal from the labour market to ensure a smooth transition for one person leaving and another entering the job market – for example, a person intending to retire or leave could share a job with a newcomer to ensure smooth continuation of the work (Labour Relations Department representative, 2014).

As already mentioned, the regulation on job sharing was initiated by the Slovak government. Even though non-governmental organisations (NGOs) and employers' representatives were involved in negotiations about the amendment of the Labour Code, they did not have specific discussions about job sharing regulations. The interview respondents maintained that the reason behind such marginal involvement was both their lack of interest and the lack of information. Although trade unions supported the implementation of job sharing, they had concerns about its possible misuse by employers who might officially hire two people for a shared position and then expect them to work full time or more than the agreed time. Questions were also raised about control mechanisms for job sharing itself, since in practice it is up to the job sharers to ensure smooth work operations.

As of April 2014, the regulation on job sharing had not been altered since its adoption in 2011. However, the most popular non-standard employment form – agreements on work performed outside an employment relationship ('agreement contracts') – underwent substantial changes in 2013. The legislation covering these agreement contracts dates back to before 1989 (Barancová, 2010), and it had long been argued that they were highly controversial because of they offered workers little protection and did not oblige either employer or employee to pay social security or health insurance contributions (Kahancová and Martišková, 2010).

Discussions about the 2011 Labour Code amendment process, according to the then Minister of Labour, Jozef Mihál, focused on whether to either limit or completely discard agreement contracts. Slovakia and the Czech Republic are the only two countries among the 28 EU Member States (EU28) that recognise these types of employment contracts. A heated political discussion resulted in the adoption of a new regulation (Act No. 252/2012 Coll.). As a result, agreement contracts are now subject to previously social security and health insurance contributions, and this has reduced the precariousness of this employment form.

Characteristics of job sharing and agreement contracts

Job sharing defined

In the recent (2011) Slovak legislation, job sharing is defined as a job in which employees in employment relationships with reduced working time manage and divide their working time and their tasks on their own (Labour Code, Section 49a (1)). The explanatory memorandum to the amendment of the Labour Code No. 257/2011 sets out a definition and states that job sharing describes a full-time position to which two or possibly more employees (combinations are limited but not specified) are assigned; these employees have to split between them the working time and tasks that correspond to the particular position. The employer intervenes only if there is no agreement between the employees. The Labour Code does not stipulate eligibility criteria for employers to introduce job sharing and there is no geographic or sectoral limitation either. Likewise, there are no specific criteria for employees who want work in job sharing positions (such as age limit, specific occupations or sectors, income level). The legal framework is universal, without any specific provisions applicable to the private or public sector.

The employer does not need any external authorisation to introduce job sharing in their company. Before a written agreement on job sharing is signed between an employer and the employees concerned, the employer has to inform the employees in writing of working conditions applicable to the job sharing arrangement. Since job sharing is understood as an employment relationship with reduced working time, it is assumed that before a job sharing agreement is signed, the employee signs a contract with a reduced working time arrangement (Bellan and Olšovská, 2012).

The distinction between job sharing and a part-time employment contract is the flexibility of job sharing for employees to arrange their working time according to their needs. This offers advantages of flexibility to both the employer and employees, and the employer does not have to intervene in the agreement between the employees. The working time does not have to be shared proportionally and working time arrangements can be changed at any time. The job sharers are entitled to the same benefits as regular employees with a reduced working time arrangement. For instance, if a collective agreement covers employees with reduced working time, it will also apply to employees working in a shared position. The same holds for any other aspects of the employment contract, such as social protection, working conditions or holiday pay.

Employees are obliged to substitute for each other in case of absence unless there are pressing reasons why they cannot (Labour Code, Section 49a (5)). Therefore it is assumed that if one job sharer leaves the company, the other employee(s) will perform their duties. The regulation specifically states that if job sharing ceases to exist but the job description pertaining to the job continues to exist, the remaining employee has the right to be assigned the full working time and its tasks. If multiple employees shared the job, each is entitled to a proportionate share of the vacant working time and job description (Labour Code, Section 49a (7)). There is no central authority or statistical office that monitors job sharing contracts. Similarly, there are no data that would allow us to determine its real level of usage and reasons why job sharing contracts will be monitored. Job sharing is not specifically promoted or supported through governmental labour market policies. According to the Ministry of Labour, Social Affairs and Family, just as there is no reason to support and promote other forms of employment such as agreements on work activity or contracts with reduced working time, there is no reason for specific support and promotion of job sharing.

Job sharing in the public sector

Although the Labour Code does not differentiate between job sharing in the public and the private sectors, we argue that the applicability of job sharing in the public sector is largely limited. Before explaining why, it is important to understand the regulation of public sector employment in Slovakia. Employment in the public sector is governed by three main acts: the Act on Civil Service (Act No. 400/2009 Coll.), the

Act on Public Service (Act No. 207/2003 Coll.) and the Act on Remuneration of Public Servants (Act No. 553/2003 Coll.). Accordingly, the legislation distinguishes between two types of employees: public servants (public service) and civil or state servants (state service). The difference between public servants and civil servants is that employment in the public service is governed by the Labour Code, while civil service employment is governed by the Act on Civil Service. According to the Act on Civil Service, Section 49a of the Labour Code is not applicable to civil servants and, therefore, job sharing cannot be introduced to the civil/state service. On the other hand, as the employment of public servants is governed by the Labour Code, job sharing as a form of employment is possible in the public service. However, an additional complication is that in addition to the Labour Code's applicability, remuneration in the public service is governed by Act No. 553/2003 Coll., which specifies salary levels for public service employees. Therefore, the question that would necessarily arise is how to set remuneration for employees who might want to engage in job sharing in the public service. Supported by the opinions of interview respondents, and as there are no data on whether such cases exist, it can be concluded that the applicability of job sharing in the public sector remains limited due to the legal obstacles and the nature of public service employment in Slovakia.

Agreements on work performed outside an employment relationship

Agreements on work performed outside an employment relationship ('agreement contracts') are defined in part nine of the Labour Code (Section 223–228a). Limited in their scope and nature, agreement contracts are complementary forms of employment that allow employees to have additional occasional or short-term activity beyond their regular job, business or study (Eurofound, 2013). The Labour Code in Section 223 differentiates between three types of agreements:

- work performance agreements;
- agreements on work activities;
- agreements on temporary jobs for students.

As stipulated in Section 226 of the Labour Code, work performance agreements may be concluded if the amount of work does not exceed 350 hours per calendar year. Similar to standard employment contracts, work performance agreements must be concluded in writing, outlining specified work tasks, remuneration, work period and the extent of work. Work tasks must be fulfilled within the agreed period of time, and the employee will receive remuneration only after completion and submission of the work. Thus, agreement contracts are perceived as contracts between the employer and employee, rather than supply contracts.

An agreement on work activity can be concluded for work and occasional activities of up to 10 hours a week for either a definite or indefinite period (Labour Code, Section 228a). The original aim of this contract was to allow marginalised groups to enter the labour market and to give low wage earners the opportunity to make a decent living by having two or more jobs (Kahancová and Martišková, 2010).

In terms of agreements on temporary work for students, these may be concluded with a person who holds the status of a student (high school students and full-time university students, with an upper age limit of 26 years) and shall not exceed half the weekly working time on average, which is 20 hours a week (Labour Code, Section 227). The agreement can be concluded for either a fixed-term period or as an open-ended contract, with the condition that the employee still holds the student status.

Work performance agreements are differentiated from agreements on work activity and temporary jobs for students by the nature of the work performed. The Labour Code stipulates that a work performance agreement is designed for work limited in its results, while an agreement on work activity and an agreement on temporary work for students is designed for work or occasional activities limited by the type of work (Labour Code, Section 223(1)). In other words, while work performance agreements are concluded to deliver specific tasks in a certain period of time (for example, translating 10 pages in one week), agreements on work activity assume repetitive tasks for a longer period of time (such as working

in a shop for two hours a week, cleaning once a week and so forth) (Kahancová and Martišková, 2010; Bellan and Olšovská, 2012; Eurofound, 2010).

Until 2013, work performance agreements and agreements on work activity were considered to be among the most precarious contracts (Kahancová and Martišková, 2010) in Slovakia. The employer was obliged to make a social security contribution of slightly more than 1% of the wage: only 0.8% for insurance (in case of employees' injury) and 0.25% for guarantee insurance (to guarantee the payment of salary). Employees were not entitled to sick leave, pension contributions, unemployment benefits, paid leave and meals contributions from the employer. The period of notice for a planned dismissal, was shorter than in regular employment contracts and there was no entitlement to redundancy pay. As a result, employees with work performance agreements and agreements on work activity lacked all major social rights (Kahancová and Martišková, 2010). This employment form was open to abuse through the replacement of standard employment contracts, which had all the regular social security deductions and entitlements.

The amendment to Act No. 461/2003 on social insurance, accepted in the summer of 2012, stipulates that from January 2013, employers who employ workers under agreement contracts have to pay mandatory social and health insurance contribution beyond guarantee insurance and insurance in case of injury (Act No. 252/2012 Coll.); this amount is to be specified according to the type of agreement contract. Furthermore, all agreements on work performed outside the employment relationship are now subject to parts of the Labour Code regulating working time, minimum wage and labour protection, although employees with this type of contract are still subject to shorter notice periods without severance pay (Mihál, 2012).

All three forms of agreement contracts are further differentiated according to the type of income. Agreements with regular income are contracts with a defined regular monthly wage. Under the agreements with irregular income, the employee can receive a wage on other than a monthly basis (once every two months, once every four months, once a year and so forth). This distinction is important, particularly for employers who are obliged to pay social security contributions according to the types of agreement (resulting in different amounts of contribution but also different payment rules, such as whether they have to pay at the end of the contractual period or during the contractual period). In addition, special provisions stipulate the amount of contributions that apply to students, elderly people and workers with disabilities (Act No. 252/2012 Coll.; Mihál, 2012). Table 1 provides an overview of the amount of social contributions that an employee nave to pay. Since January 2013, employees working on the basis of agreement contracts with regular income are subject to the same level of social protection as regular full-time employees with standard contracts.

Social contribution	Agreements on temporary jobs for students	Agreement contracts		Standard
		With regular income	With irregular income	employment contract
Employee	7.0	13.4	11.0	13.4
Employer	22.8	35.2	32.28	35.2

Table 1: Social contributions according to different types of contracts (%)

Notes: The numbers reflect the social contributions of employers and employees in percentages.

Source: Mojplat.sk, Slovak Social Security Authority

Agreements in the public sector

In contrast to job sharing, agreements are regularly used in both the public and private sectors without any legal limitations. There are no statistics on numbers of agreement contracts in the civil service. We estimate that civil servants most commonly work in regular full-time employment. Public servants who

commonly work under agreements on work performed outside an employment relationship include healthcare workers. Due to the nature of the healthcare sector, such agreements are attractive to both employer and the employee. The employer needs highly qualified professionals, but when faced with a shortage of certain specialists such as anaesthetists, the employer may have to accept flexible forms of employment to attract employees who have full-time positions at another employer but who are willing to take on additional work. For the employee, the high flexibility offered and the possibility of increasing their income may make an extra job desirable.

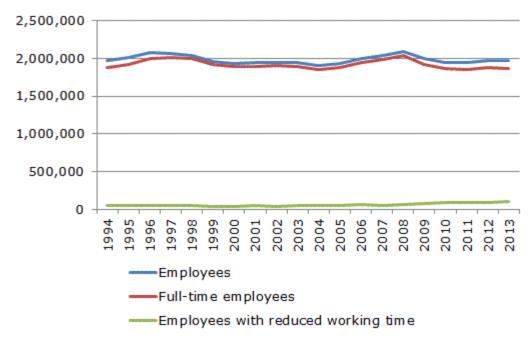
Outcomes and effectiveness

Macro level

Job sharing

Evaluation of the effects of job sharing policy on the local labour market and economy remains limited because of the lack of statistical evidence and the limited application of job sharing in the Slovak labour market. Official figures on how many employers use job sharing in Slovakia are not available. The Statistical Office of the Slovak Republic (ŠÚSR) does not collect any data on job sharing. ŠÚSR does collect data on the number of employees with reduced working time, a category to which job sharing belongs. Figure 1 presents data over time for the number of employees with certain types of working time arrangement. The figure shows that the number of employees with reduced working time has been relatively stable over time, at approximately 50,000 employees a year on average until 2008. A small increase was visible in 2009 (79,300 employees) and numbers have since continued to rise steadily. According to ŠÚSR, the number of employees with reduced working time was highest in 2013, at 99,800 employees.

Figure 1: Number of employees according to type of working time, 1994–2013

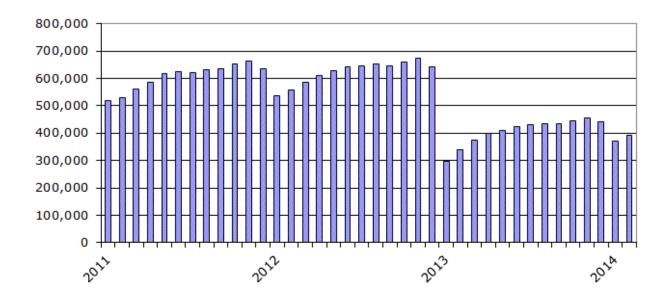


Source: ŠÚSR

Agreement contracts

The number of agreements on work performed outside an employment relationship ('agreement contracts') is monitored by the Slovak Social Security Authority, where employers have to register their employees in order to pay mandatory social contributions. The data show that agreement contracts remain popular in Slovakia even after the introduction of compulsory social security and health insurance contributions. Nevertheless, the effects of the adopted changes are clearly visible. Since January 2013, when the legislation took effect, there has been a significant drop in the number of registered agreement contracts (see Figure 2). Interestingly, the trend in the number of registered agreements shows a strong seasonality effect, with the highest number of contracts registered in November. The seasonality effect remained visible despite the general drop in the number of agreement contracts after January 2013.

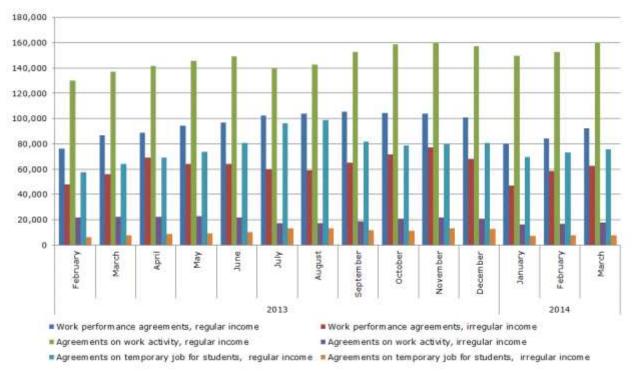
Figure 2: Number of registered agreements on work performed outside an employment relationship by month (2011–2014)



Source: Slovak Social Security Authority (Sociálna poisťovňa)

Among the three different types of agreements on work performed outside an employment relationship, agreements on work activity with regular income are the most common type, accounting for 160,111 contracts (Figure 3). This is followed by work performance agreements with regular income. In all forms, contracts with regular income prevail.

Figure 3: Number of work performance agreements and agreements on work activity by type of income (February 2013 to March 2014)



Source: Slovak Social Security Authority (Sociálna poisťovňa)

Micro level

Job sharing

Given the lack of statistical evidence and the generally limited use of job sharing in the Slovak employment system, evaluating the effects of job sharing on the participating companies and affected workers remains hypothetical. Based on collected interviews, it can be assumed that job sharing would have a positive effect on both the participating companies and the affected workers. With more employees sharing one position, the employer can hire several highly qualified professionals and acquire more knowledge than if the position was filled by only one worker, thus increasing its thinking potential. This could increase the business performance of the company in the long run.

For employees, job sharing offers the possibility of flexible working time, which can be particularly important for parents with children or for workers who do not want to work full time. For parents, especially mothers, job sharing may help to keep or increase their employability since it allows them to remain active in the labour market. For the same reasons, job sharers may experience easier future transition into standard employment. In terms of entitlement to benefits, there is no difference between standard full-time or part-time workers, and job sharers are entitled to the same benefits as employees working in a reduced working time arrangement. The lack of experience with this type of employment arrangement makes it difficult to identify different effects on workers according to gender, age, skill levels, occupation type and other characteristics.

Agreement contracts

In contrast to job sharing, employees working under agreements on work performed outside an employment relationship were, until January 2013, obviously disadvantaged compared with standard fulltime workers or workers with reduced working time. However, the introduction of social and health insurance contributions to these agreements will have both positive and negative effects on the employee. On the one hand, with compulsory contributions, employees are more protected and can exercise more rights like those enjoyed by standard employees. On the other hand, compulsory social and health contributions mean lower net income for workers. Overall, employees with agreement contracts still lack some of the rights of standard workers, such as severance pay or length of notice periods, but compared with their situation prior to 2013, their status has been significantly improved. Like job sharing, agreement contracts offer the advantage of higher employability. Since employees with agreement contracts often have stable regular jobs as well, additional contracts allow them to increase their professional experience and thus to enhance their professional development. There are no specific data on how agreement contracts influence different specific employee groups such as women.

Strengths and weaknesses

One of the biggest challenges to job sharing in Slovakia is the lack of familiarity with the concept. As suggested during the interviews, workers, employers and even trade union representatives rarely know about the possibility of job sharing. It is therefore not surprising that it is a uncommon form of employment. As there is no evidence of workers sharing jobs, it is hard to know whether the objectives of job sharing have been achieved. Nevertheless, one of the intended outcomes often mentioned during the interviews was to offer the possibility of job sharing, which suggests that there is recognition of the future potential of job sharing as a flexible employment option. In contrast, agreements on work performed outside an employment relationship are popular and well-known forms of work that far exceed other flexible work forms, including job sharing, since they seem to be the most fitting form of contract for most emerging labour market needs.

Obstacles to the use of job sharing

Macro level

- High unemployment rate employers can choose from applicants who are willing to work full time and thus prevent any problems that may arise among job sharers who cannot agree on working time or working tasks.
- Existence of agreements outside of the employment relationship these specific flexible contracts can substitute and preclude other non-standard forms of employment.
- No external support job sharing (but also agreements on work performed outside the employment relationship) is not being promoted or financially supported by the government's labour market policies. The Ministry of Labour, Social Affairs and Family does not see any reason to do so and there is no future plan to support these types of employment.

Micro level

- Low income wages in Slovakia are low and, as a consequence, workers prefer full-time contracts.
- Low familiarity with the concept few workers and employees know about the existence or meaning of job sharing in Slovakia.
- Problem of coordination among job sharers for a smooth working process, job sharers must be willing and able to cooperate without the employer's interference. The flexibility of arranging their own working time and task distribution may sometimes be a disadvantage, for example when both employees want to have a Christmas holiday at the same time but the job description does not allow for that.
- Administrative burden job sharers may reduce the employer's administrative burden, since they manage their tasks and working time autonomously. On the other hand, the administrative burden may be increased, since instead of one position, employees share one job. This increases the amount of paperwork and payroll accounting for their contracts. (However, it can also be argued that the

administrative burden is no different from situations where the employer hires two people to work in part-time positions.)

Factors influencing the preference for agreement contracts

- Familiarity with the concept in contrast to job sharing, work performance agreements, agreements on work activity and agreements on temporary work for students are popular and well-known forms of employment.
- Advantages for affected workers agreement contracts offer flexibility for employees who want to
 work extra hours in addition to their full-time/part-time position. These employees may be motivated
 by financial gain or professional aspirations or the additional job may be their hobby (see Table 2).
 Employees who want to work fewer hours can also benefit from greater flexibility, since they do not
 need to coordinate their working time with another person, as is the case in the job sharing
 arrangement.
- Advantages for participating companies employers can hire workers who already have one full-time contract but who are willing to work more hours. This can be helpful in sectors where there is a significant lack of qualified professionals, such as the healthcare sector.

Employed but looking for other or additional job	No. (in thousands)	
Employed	2,334.4	
– of whom are looking for additional job	3.0	
Reasons for seeking other or additional job		
Risk or certainty of loss of present job	3.0	
Desire for higher earnings	43.6	
Better work assertion	4.1	
Better working conditions in other job	3.7	
Actual job is considered a transitional job	10.1	
Desire to work more hours than in present job	2.1	
Desire to work less hours than in present job	0.2	
Other reasons	0.9	
Employed in additional job	No. (in thousands)	
Employed	2,334.4	
– of whom have additional job	29.7	
Reasons for additional job		
Part-time work in main job	0.6	
Desire for additional earnings	22.7	
Additional job is a hobby	5.8	
Other reasons	0.6	

Table 2: Overview of employed people looking for or in an additional job

Source: ŠÚSR, Labour force sample survey results for Slovak republic, 3rd quarter of 2013

Transferability

Job sharing

Several improvements could be made to the policy on job sharing as well as its implementation. First, regarding its applicability in the public sector, the legislation could set out a remuneration policy for job sharers in the public sector. Second, to increase its implementation potential, job sharing could be promoted more to the target group of employees, such as mothers and parents with small children. Third, it is important to highlight the positive aspects of job sharing, such as its ability to allow for a smooth transition in leaving or entering the job market. Overall, because of a lack of evidence, the interview respondents did not take a position regarding general satisfaction with the operation of job sharing. As stated by the representative of the Ministry of Labour, Social Affairs and Family, job sharing is a regulation for 'good weather' that is waiting for its time to come (Ministry of Labour representative, 2014).

Agreement contracts

Similarly, numerous improvements could be made to the policy governing agreements on work performed outside an employment relationship. Most importantly, the responsible institutions should ensure better control of agreement contracts to prevent their misuse (as a substitution for employment contracts or as a way to get employees to work longer working hours than the standard weekly working time and overtime stipulated by the Labour Code). The general satisfaction with agreement contracts was addressed by Kostolná in her study from 2011 (although it should be noted that this study was compiled before the introduction of mandatory social contributions). The study shows that, overall, 85.5% of employers believe that work performance agreements in the Slovak labour law are justifiable. A further 77.4% think the same about agreements on work activity and 77.2% about agreements on temporary jobs for students (Kostolná, 2011). Whether employers' satisfaction with agreement contracts has remained high since the January 2013 changes introducing compulsory social and health contributions is not clear. However, the decrease in their use shown in Figure 3 may suggest that satisfaction has dropped as well.

Given that agreements are specific to the Slovak and Czech labour market, transferability of this concept to other countries remains limited. While in Slovakia the wide applicability of agreement contracts has prevented the implementation of other flexible forms of employment (job sharing included), other countries are experiencing the emergence of new forms of employment unknown to the Slovak labour market (for example, employee sharing or crowd employment).

Commentary

The Slovak example shows that the introduction of job sharing was not followed by its immediate applicability and usage in the labour market. One of the main reasons for this was that the regulation on job sharing was not market-driven and there was no demand for this type of employment. The job sharing regulation was initiated by policymakers who wanted to increase the flexibility of the Slovak labour market. It was not intended to be a type of preventive measure to mitigate the negative effects of the economic crisis (as in Denmark), nor was it introduced to offer a completely new form of employment. To some extent, this can be ascribed to the already existing flexible forms of employment that prevent implementation of other flexible forms of employment. Although it remains true that agreement contracts may be less flexible than job sharing arrangements, due to their nature and wide applicability (as opposed to job sharing, which is for example excluded from civil service employment contracts), they widely replace any other flexible forms of employment in Slovakia.

In general, flexible forms of employment, especially job sharing, were often perceived among the interview respondents as an additional bonus offered by companies to attract employees, similar to other

benefits such as a company car or home office. The interviewees shared the opinion that job sharing can be more easily implemented in the private sector, which not only offers higher salaries, but is generally more flexible and innovative than the public sector.

The Slovak labour market is characterised by low average wages compared with other western countries that recognise job sharing and a high unemployment rate (13.9% in February 2014 according to Eurostat, 2014). This may partly explain the limited use of job sharing in the Slovak context. In an environment with low wages and high unemployment rates, financial considerations remain the most important employment motivation factor. Job sharing divides wages, and the popularity of agreement contracts that offer the possibility of additional earnings can thus be attributed to the rational decision of workers to maximise their earnings.

Websites

Eurostat: <u>http://epp.eurostat.ec.europa.eu/portal/page/portal/eurostat/home</u> Mojplat.sk: http://www.mojplat.sk/hlavna-stranka

Statistical Office of the Slovak Republic (Štatistický úrad Slovenskej republiky, ŠÚSR): http://statistics.sk

Slovak Social Security Authority (Sociálna poisťovňa): http://www.socpoist.sk/

Bibliography

Barancová, H. (2010), Flexibilné formy zamestnania v pracovnom práve SR [Flexible forms of employment in the labour law of the Slovak Republic], in Hrabovcová, D. (ed.) (2010), *Flexibilní formy zaměstnávání* [Flexible forms of employment]. Brno: Masarykova univerzita, conference proceedings, available at <u>http://www.law.muni.cz/sborniky/pracpravo2010/files/PracovniPravo2010.pdf</u>, [accessed April 20, 2014].

Bellan, P. and Olšovská, A. (2012), *Flexibilné formy zamestnania v rámci Európskej únie – možnosti a riziká ich uplatnenia v Slovenskej republike*, Institute for Labour and Family Research, Bratislava.

Eurofound, EWCO (2010), *Slovakia: Flexible forms of work: 'very atypical' contractual arrangements*, Dublin.

Eurofound (2011) EIRO, 'Work-sharing saves jobs', 28 January.

Eurofound, EMCC (2013), Slovakia: Young people and temporary employment in Europe, Dublin.

Hrabovcová, D. (ed.) (2010), Flexibilní formy zaměstnávání, Masaryk University, Brno.

Kahancová, M. and Martišková, M. (2010), *Bargaining for social rights: Reducing precariousness and labour market segmentation through collective bargaining and social dialogue*, BARSORI report, Central European Labour Studies Institute, Bratislava.

Kostolná, Z. (2011), *Dohody o prácach vykonávaných mimo pracovného pomeru*, Institute for Labour and Family Research, Bratislava.

Mihál, J., *Trend.sk* (2012), 'Sociálne a zdravotné poistenie (zmeny v odvodoch) od 1.1.2013', blog article, 16 August.

Ministry of Labour, Social Affairs and Family (2012), *The Labour Code of the Slovak Republic*, Bratislava.

National Council of the Slovak Republic (2011), 'Explanatory memorandum to the Labour Code amendment', 28 April, Bratislava.

Marta Kahancová and Mária Sedláková, Central European Labour Studies Institute