PUBLISHED IN: SEER: journal for labour and social affairs in Eastern Europe. - Baden-Baden : Nomos, - Vol. 16, no. 3 (2013), p. 313-324. - ISSN 1435-2869.

Practice of agency work in the Slovak Republic as a consequence of labour market liberalisation

doc. JUDr. Mgr. Andrea Olšovská, PhD. - JUDr. Marek Švec, PhD.

Abstract

Agency work is considered to be one of the essential tools of the modern labour market that allows employers to flexibly respond to the changed economic conditions depending on greater or lower labour needs. As a progressively developing segment of the European labour market, agency work should provide a certain level of benefits both to the employer and the employees. However, in the Slovak Republic, agency work is becoming a problematic phenomenon in labour law protection of employees as well as in the social security system. Certain practices on the part of some agencies create a fundamental market distortion in the Slovak Republic. These include - circumvention of legal provisions regarding employment relationship for an indefinite period as the basic labour law relation, paying part of agency workers' wages in the form of travel reimbursements without there being any actual change in the place of performance of work, or failing to secure adequate work conditions, for example with regard to occupational safety and health protection at work.

Key words:

agency work, employment relationship for an indefinite period, travel reimbursements, wages of agency workers

Introduction

The basic premise presented in unison within the European as well as the Slovak labour market is the positive role that agency work plays in job creation and the following decrease in unemployment. The benefit of agency work for improving access of specific (disadvantaged) groups to the labour market is viewed just as

favourably (Pichrt, 2013:55). Job seekers disadvantaged on the grounds of, for example, age or ethnicity, are also in terms of the Slovak Republic deemed to be the primary representatives of the group of the long-term unemployed, as well as a frequent example of the so-called poverty prone to intergenerational conflict. The reported advantage of agency work lies especially in the opportunity to employ persons that would otherwise never be offered a vacancy by the host employer, unless there were some prior incentives such as reduction of costs and of the administrative burden arising from their employment.

There is a strong general view that sees positive sides of agency work in the opportunity to harmonise employee's professional and family life, as well as in the opportunity to use it as a means of the EU-countries to fight the economic crisis. It should be noted that in the Slovak Republic, nonetheless, based on insufficient legislation and negative practice on the labour market, agency work is becoming a problem. Gradual departure of employers from the traditional form of employment – employment relationship for an indefinite period – to agency work based on employment relationship for a definite period with a possibility of avoiding its existing restrictions, poses a threat to the principal function of labour law – protection of employees' human dignity. Labour law protection of agency workers is made significantly more difficult, since their representation at the workplace in the form of trade unions or a works council is non-existent. Furthermore, they are governed by immense fear of losing their job, should they dare defend their rights against their employer or by legal means.

Legal framework of agency work in the Slovak Republic

Legislation concerning agency work is contained in Act No. 311/2001 Coll., the Labour Code and Act No. 5/2004 Coll. on Employment Services. The Labour Code focuses chiefly on the basic regulation of agency work with regard to employees' working conditions, legal relations between a temporary employment agency and an employee or between a temporary employment agency and a host employer. The Act on Employment Services contains basic conditions for founding a temporary employment agency, obtaining a licence to perform the requested activity, and it also introduces obligations of a temporary employment agency in relation to state authorities. To refer to agency work, the Labour Code uses the term temporary assignment. This however represents a broader concept since apart from agency

work it also covers the institute of temporary assignment by an employer that does not have the status of a temporary employment agency (Barancova, 2012:120). In labour law relation of temporary assignment of an employee to perform work for another employer, the legal position of an employer is held not only by the real employer of this employee or the recruitment agency, but also by the host employer. A labour law relation of temporary assignment of an employee to perform work for another employer is a legal relation consisting of three participants that therefore depends on the will of these three participants. Except for the employer and the employee, the third participant of this legal relation is an entity that is temporarily borrowing the employee, i.e. the host employer. A labour law relation of temporary assignment of an employee to perform work for another employer supposes two legal acts, namely a contract between the employee and the employer and a contract between the employer and the entity that is temporarily borrowing the employee, i.e. the host employer.

An employment contract between the agency and the employee concluded for a definite period states in particular - name and registered office of the agency, name and registered office of the host employer, purpose of temporary assignment to another employer, day on which temporary assignment comes into effect, duration of temporary assignment, type of work to be performed for the other employer, place of performance of work, wage conditions and conditions of unilateral termination of work performance before the lapse of the temporary assignment period. Relations between temporary employment agency and host employer are governed not only by the labour law (the Labour Code stipulates only certain content features of an agreement on temporary assignment concluded between the employer and the host employer concerning the particular temporary assignment, e.g. personal data of the temporary assigned employee, type of work, duration of temporary assignment, working conditions). The Labour Code does not expressly provide for the contract of the two employers that would include particular commercial law conditions, and therefore application of one of the Commercial Code contractual types can be supposed.

Employment relationship for a definite/indefinite period – non-existence of a synchronization ban

A specific feature of agency work in the Slovak Republic is its unlimited duration. The so-called synchronization ban that is included in some other national legislations (in the past also in the Federal Republic of Germany) is not applied in the Slovak Republic. The synchronization ban supposes maintaining agency workers' employment relationship even after their current temporary assignment to an employer to perform work for a definite period has been terminated, i.e. conclusion of employment relationship for an indefinite period in agency work (Horecký, 2013:15).

In the Slovak Republic, an employer or a temporary employment agency can assign an employee to perform work for another (so-called host) employer for an unlimited period of time. This is because there are no legal restrictions of temporary assignment's duration. Such a temporary assignment is in fact carried out on the basis of an employment relationship for a definite period. The employee does not know how long he/she is to work for the particular host employer, neither how long his/her employment relationship is to last at all, since the duration of an employment relationship for a definite period is agreed for the time of temporary assignment to an employer.

Certain limitation set forth by the Act on Employment Services is that within 24 successive calendar months, temporary employment agencies are not allowed to temporarily assign an employee to a host employer more than 5 times. Should there be any further assignment, the employment relationship between the agency and the employee is automatically terminated and a new employment relationship between the former agency worker and the host employer, to whom the employee is temporarily assigned, arises.

The viewpoint for assessing positive and negative sides of agency employment in the Slovak Republic is therefore in the legal framework within which employees perform work on the basis of their temporary assignment to a host employer. The primary phenomenon is concluding an employment relationship for a definite period between a temporary employment agency that assigns an employee to perform work for a host employer and an employee. Naturally, also the traditional employer (not the temporary employment agency) can temporarily assign an employee to perform work for another host employer. However, this phenomenon is not as frequent. The duration of an employment relationship for a definite period is not expressly stipulated by any identifiable criterion and depends solely on the duration of the temporary assignment to a host employer. **We point out that the Slovak law does not state**

any restrictions on the duration of a temporary assignment to a host employer and that such an assignment can in theory last for anywhere from several days to several decades. Employment contracts of employees state that the duration of their employment relationship is for a "definite period" within the formulation **"until the termination of works for the host employer".** And thus some examples taken from practice show that a temporary employment agency's assignment of an employee to a producing company can at present already be exceeding an 8-year period.

Such a practice results from business policy of the majority of temporary employment agencies. These agencies reject any incurrence of additional costs that would arise from their obligation to pay their employees' wages and to cover their further labour law claims in potential periods of time when the employees would not be temporarily assigned to perform work for the user employer on the basis of employment relationship for an indefinite period. Temporary employment agencies' primary interest hence focuses solely on the existence of an employment relationship for a definite period during the employee's temporary assignment, since it is exactly for this purpose that they conclude an employment relationship with the employee in the first place.

Given the above-mentioned practice, the current key question in the Slovak Republic is whether this kind of employment relationship for a definite period concluded with agency workers meets the required objective character of identifying the moment that terminates this employment relationship. It should be compliant with the legal order of the Slovak Republic and the Directive No. 1999/70/EC on the Framework Agreement on fixed-term work. The Slovak Labour Code stipulates that if the conditions for concluding an employment relationship for a definite period were not met (e.g. its duration was not expressly stated), the employment relationship is considered to be agreed for an indefinite period. This issue has not been addressed in legal disputes yet and it is questionable whether such disputes would come to a conclusion that it is actually circumvention of an employment relationship for an indefinite period due to non-observance of conditions for concluding an employment relationship for a definite period. If this suggested conclusion of law were made in terms of the Slovak Republic – in the judicial practice as well as in the application practice – it could be

supposed that the legal framework of providing agency work in the Slovak Republic would change significantly. Beside agencies' substantial benefits flowing from the performance of their business activity based on temporary assignment, there would be an obligation for them to also bear the responsibility for all the further labour law claims of their employees. A contradictory conclusion of law in the sense that an employment relationship for a definite period agreed on in this way is in compliance with both national and European law would only further confirm the status quo in the field of agency work in the Slovak Republic.

In consequence to the outlined legal problem there is a lively debate taking place in the Slovak Republic – not only among lawmakers but also in the field of legal disputes – whether and in which type of employment relationship can agency work be conducted. In consequence to the wording of the Labour Code provisions, employees' representatives in particular arrive at a conclusion that an employment relationship for a definite period concluded in this manner is actually agreed for an indefinite period. The reason for this is that the employment contract did not **expressly stipulate its duration**, as required by Section 48(1) of the Labour Code. In this respect it is namely questionable whether the arrangement of "a definite period" as formulated in employment contracts of agency workers in **"until the termination of works for the host employer"** complies with the legal requirement defined in Section 48(1) of the Labour Code. That is to **expressly stipulate the duration** of the employment contract. At the same time, however, it is said that the objective indicator of employment relationship termination with regard to the national judicature is represented by **the very demand for an agency worker to perform certain work for the host employer. This demand is determined by the provisional nature of the work** (e.g. a sudden demand for an increase in the number of staff).

In comparison to the employment relationship for an indefinite period, the employment relationship for a definite period represents an atypical form of employment relationship related to significant job insecurity of the employee. Therefore also the Labour Code in additional provisions of Section 48 introduces further restrictions of concluding employment relationships for a definite period. Such

a relationship is deemed a non-standard form of employment, existence of which ought to be rather exceptional in the life cycle of an employee.

Temporary employment agencies have an absolute exception from restrictions construed in Section 48(2-7) of the Labour Code (restrictions of concluding employment relationships for a definite period – e.g. employment relationship for a definite period can be concluded for a maximum of two years, or else, in the given two-year period it can be concluded repeatedly only twice at the most). This does not prevent them from concluding employment relationships for a definite period though. However, they are not exempt from adhering to Section 48(1) of the Labour Code just as any other employer, i.e. to **expressly state the employment relationship's duration as a definite period. In terms of time**, employment relationship for a definite period **represents a fixed, strictly limited period, during which both the employer and the employee are obliged to fulfil their duties resulting from the employment relationship, until the agreed time has lapsed and thus the employment relationship has been terminated.** This is supported even by the means of keeping a record of the time worked in labour law relations as laid down in Section 37 of the Labour Code. According to this Section, inter alia, **also the period during which the rights or obligations have been restricted, commences on the first day and expires on the last day of the given or agreed period**.

This is why the period **during which, according to the employment contract, the employment relationship's duration has been restricted,** is to commence on the first day and to expire on the last day of the agreed period. We could infer from these facts that the employment relationship for a definite period is to be specified mainly by a particular indication of time or some other objectively identifiable matter of fact. The agreed employment contract declaring conclusion of employment relationship for a definite period **should state an obvious moment when the employment relationship arises when it terminates – in the form of an objectively identifiable matter of fact that occurs irrespectively of the employer's or employee's will.** With respect to the duration of an employment relationship, also in view of the wording of clause 3[1] of the Council Directive No. 1999/70/EC on the Framework Agreement on fixed-term work that is binding also for

[1] For the purpose of this agreement the term "fixed-term worker" means a person having entered into an employment contract or relationship directly with an employer where the end of the employment contract or relationship is determined by objective conditions such as reaching a specific date, completing a specific task, or the occurrence of a specific event.

the Slovak Republic, **the objectively identifiable matter of fact is – reaching a specific date, completing a specific task or the occurrence of a specific event** (e.g. a return of Ms XY from maternity/parental leave back to work or a return of Ms XY from a sick leave back to work). It is the specification of the employment relationship's duration in an objectively identifiable manner that distinguishes an employment relationship for a definite period from an employment relationship for an indefinite period.

The moment of employment relationship's termination should not occur on the basis of a legal act on the part of the employer or employee, but rather on the basis of an objectively identifiable matter of fact defined in the employment contract that limits the employment relationship's duration to a definite period.

After reviewing employment contracts for a definite period concluded in such a way, it can be argued that the provisions of agency workers' employment contracts do not state an obvious particular indication of time period (duration) that would restrict the duration of agency worker's employment relationship with the temporary employment agency. And thus neither the duration of his/her temporary assignment to perform work for the host employer is indicated. Employment contracts often do not even make clear who the host employer is or after termination of what kind of work the employment relationship ends. Employment contract of an agency worker namely often does not even specify the name of the host employer and during his/her employment relationship the worker can be assigned to various host employers since this is left to the discretion of the respective temporary employment agency. Taking into account such a formulation of some employment contracts provided by temporary employment agencies to their employees, it can be reasoned that the restriction of employment relationship's duration is not stipulated clearly – i.e. in an objectively identifiable manner but that would not raise any doubts about the employment relationship's duration.

As we can see, neither the duration of employment relationship for a definite period nor the duration of temporary assignment is determined by a specific time period or an objectively identifiable matter of fact. Implication of such an arrangement is that the termination of employment relationship follows from the temporary

employment agency's manifestation of will (as a unilateral termination of the temporary assignment) that comes at suggestion of a third party, i.e. the host employer. Such a course of action can be judged to be in direct contradiction with the essence of the employment relationship for a definite period that should allow both parties to be able to assume termination of the agreed employment relationship.
The legislation does not expressly state how the employment relationship's duration should be specified, decisions of Slovak courts are not known and therefore we can proceed mainly from the established judicature of the Supreme Court of the Czech Republic (if the two countries' common legal history is taken into consideration). In several of its decisions the Supreme Court of the Czech Republic mentions that "*In cases when the employment relationship's agreed duration has not been completed with indication of particular time, time period (weeks, months or years), duration of certain works, or with indication of some other objectively identifiable matter of fact - but nevertheless it is assumed and also allowed that this duration ends (might end) on the basis of an event that occurs (might occur) on the initiative of only one party of the employment relationship - the agreement on the employment relationship's duration is deemed invalid and the employment relationship is thus deemed to be concluded for an indefinite period.*"

In this context we can point out a similar practice of agency work in the Czech Republic. Unlike in the Slovak Republic, the Czech legal order lays down general restrictions on the duration of employees' temporary assignment to perform work for a host employer for a maximum of 12 months. The agreement on employment relationship for a definite period with duration "until the termination of works for the host employer" is thus analogous, in contrast to the Slovak Republic however a limit has been introduced. The 12 months of acceptable duration of a temporary assignment represent the required objectively identifiable matter of fact that is eligible to automatically ex lege terminate the temporary assignment's duration as well as the employment contract itself. On one hand, the agency worker does not immediately know how long his/her employment relationship or temporary assignment to a host employer will last. On the other hand, however, there is this 12-month period that can accordingly be considered as the objective time period which the temporary assignment's duration cannot exceed.

The aforementioned applied model of agency work can thus be viewed as a problematic one, given the wordings of some provisions of the Labour Code that ensure labour safety of the employees. A question arises whether such a practice does not circumvent the legal provisions on employment relationship for an indefinite period, as well as the provisions of the Labour Code regulating the termination of an employment relationship before the lapse of an agreed period (e.g. on the basis of a notice, an agreement, etc.). Upon concluding an employment relationship for a definite period without stating a specific objectively identifiable moment of employment relationship's termination, the employee is exposed to the employer's unilateral discretion. Termination of the temporary assignment clearly means also termination of the employment relationship.

Wages and travel reimbursements

Another relevant factor that affects unfavourably the agency worker's status in the Slovak Republic lies in efforts of some temporary employment agencies to circumvent their tax and deduction liabilities. Negatively viewed practices include above all – applying various different forms of remuneration of agency workers within the same calendar month, various formal efforts to prevent comparing the wage remuneration of agency and regular workers (e.g. stating wages and different allowances or travel reimbursements in separate documents – on different payslips). It has become common practice of some agencies to grant financial equivalent of the work performed not in the form of wages but as so-called travel reimbursements for commuting to a workplace other than the regular one. According to the latest statistical estimates the number of agency workers remunerated in this manner can range around 15 000, that actually accounts for 50 % of all agency workers. This is in fact a rather sophisticated way of saving costs on the part of temporary employment agencies which has a direct influence on their margin level.

The "agency" model of providing wages depends on the existing legislation under which travel reimbursements are not subject to all tax and deduction liabilities, as compared to the standard payment of wages. Temporary employment agency thus concludes with its employee an employment relationship with the place of performance of work in location A, although it is clear that the employee will be temporarily assigned to a company situated in location B. A certain wage is agreed on with the employee orally but the employment contract, however, states a lower

wage (the minimum wage in the Slovak Republic as a rule) and the rest is settled in the form of travel reimbursements. In spite of the fact that a temporary assignment can last several months or years, the employee is on a daily basis granted reimbursements of mission expenses and formally registered as on mission. But in reality, however, such a mission is never performed and the employee works permanently at the place of work.

Example of remunerating agency workers

subject / item		fair-play agencies	other agencies	difference
EMPLOYEE	employee's gross wage	500	338	-162
	employer's deductions	67	45	-22
	taxable wage	433	293	-140
	nontaxable part of the tax base	311	311	-
	tax base	122	0	-122
	income tax	23	0	-23
	net wage	**410**	**293**	**-117**
	travel allowances	*0*	*117*	*117*
	net wage total	**410**	**410**	**0**
EMPLOYER	wage and salaries	500	338	-162
	personal costs	176	119	-57
	labour costs (cena práce)	**676**	**457**	**-219**
	reserves	-	-	-
	lunch tickets	36	36	0
	travel allowances	*0*	*117*	*117*
	Total labour costs	**712**	**610**	**-102**
AGENCY	agency's margin in % wage and nonwage costs	10,0%	28,4%	18,4
	agency's margin in EUR	71	173	102
	Price for the host employer	**783**	**783**	**0**

Source: Adecco

Such a remuneration model of some temporary employment agencies has basically two negative implications. Granting part of the wages in the form of travel reimbursements can clearly affect the so-called basis of assessment for insurance purposes of, for example, the pension scheme. Employees getting minimum wage and travel reimbursements have a disproportionately lower deduction than agency workers who are remunerated in a standard manner. This will result in reduced

pension benefits that will, in the established pension scheme, prevent them from saving up enough money for an average pension. (Kakaščíková, 2011: 86). The Slovak Republic loses a significant injection of funds in the social security system as well as in the tax collection, since travel reimbursements are exempt from tax and deductions (in case of normal remuneration these funds would be a part of the wage). It is estimated that because of agency work the state thus loses yearly about EUR 22 million. At the same time, however, a considerable inequality arises between temporary employment agencies that are already distinguishing themselves as reputable (standard payment of wages) and disreputable (payment of part of the wages in the form of travel reimbursements and subsequent price dumping in competition).

Provision of a service

It was common knowledge that temporary employment agencies were in practice providing services based on lending employees in terms of commercial law relations and not actually temporarily assigning them according to the Labour Code. Such a conduct was considered to circumvent the Labour Code and therefore – in order to reinforce the labour law arrangement of temporary assignment - a new legislation was adopted through an amendment of the Act No. 5/2004 Coll. on Employment Services as subsequently amended with effect from 1 May 2013.

This amendment introduced essential features that determine the legal relation to be a temporary assignment with a rebuttable presumption. On condition that -- a) temporary employment agency is providing a service to some other legal or natural person (whether on the basis of a civil relation or a commercial relation) and b) the features of a temporary assignment pursuant to the amendment of the Act on Employment Services agree – the implication of the new legislation is that it identifies a temporary assignment (regardless of how the legal relation is termed or whether it appears to be a service provision and not employee lending). In the case in point the law relation is automatically reclassified as a labour law relation of temporary assignment. The interesting thing is that the new legislation pertains only to temporary assignment agencies. Should a legal relation between a service subscriber and a service provider other than a temporary employment agency have the features of temporary assignment, it is unclear how such a legal relation would be assessed. This is because a reclassification of a legal relation as a temporary assignment concerns only a situation in which the provision of services would mean

employee lending on the part of temporary employment agencies. If we considered also the fact that a legal relation is assessed also according to its content, certain risk can be seen also in the case of circumventing the arrangement of temporary assignment on the part of employer entities other than temporary employment agencies. A further problem arising from such a case would be that the relevant employer entity performs the activity of a temporary employment agency without an appropriate licence on the basis of which various sanctions can be imposed.

According to the new legislation temporary assignment includes also an activity performed by a legal person or a natural person by means of its own employers, on the basis of a permission to perform the activity of a temporary employment agency – on the basis of a legal relation other than the relation stipulated by a particular directive (of the Labour Code) for another legal person or another natural person, if:

a) another legal person or another natural person assigns work tasks to the temporary employment agency's employees, organizes, directs and supervises their work and also instructs them for this purpose,
b) this activity is performed chiefly on the premises of another legal person or another natural person and using its work equipment or if this activity is performed chiefly in facilities of another legal person or another natural person and
c) this activity is recorded as another legal person's or another natural person's object of activity in the relevant registry.

The regulation implies that, all three features should have been cumulatively met for the purposes of assessing a law relation as a relation of temporary assignment. However, the risk of reclassification of the legal relation as a temporary assignment in case of only a partial completion of these features cannot be excluded. At the same time, it needs to be stated that ultimately only the court is entitled to determine whether this is a temporary assignment.

Final considerations

The reported shortcomings of agency employment in the Slovak Republic and their convenience for the temporary employment agencies themselves can be demonstrated by the available statistical data. According to the latest statistical

figures of the Statistical Office of the SR there are about 1 150 temporary employment agencies operating on the labour market. In relation to the total number of employees in the Slovak Republic (about 2.2 million) this is a very non-standard number. However, it is generally estimated that the number of agency workers can be even 35 000, although official statistics of various organisations range between 20 000 - 25 000 (which represents about 1.2 – 2.1 % of all employees). According to the latest official data of the Statistical Office of the SR, intermediary agencies achieved in the second quarter a turnover of EUR 84 million. Compared to the second quarter of 2011 this represents a turnover increase of 41.2 %. From January to June, the agencies thus achieved a total turnover of EUR 153 million.
The average number of employment-agency staff increased in the second quarter of 2012 by 55.5 % to 23 265 employees. From January to June of 2012, this represents an increase of employees by 41.5 % (Zauškova, A and Madlenak, Adam 2012:100).

Solution of the outlined problems of agency work can be considered particularly difficult. Despite the strong pressure of employers' organisations, neither the last amendment of the labour Code with effect from 1 January 2013 introduced a restriction on the duration of temporary assignment to perform work, which is the basis of agency employment. As a result, efforts are being made to find a solution in the form of legal actions of the agency workers. Employees' fundamental motivation is to achieve a court ruling with a verdict that an employment relationship for a definite period concluded in this manner does not meet the requirements stipulated by law and that such an employment relationship has thus been concluded for an indefinite period. The rectification of granting part of the wages in the form of travel reimbursements is a matter of stronger scrutiny by state authorities that is still fundamentally failing. Certain solutions are provided in the recently adopted amendment of the Act No. 5/2004 Coll. on Employment Services that introduces certain obligations (restrictions) for the temporary employment agencies. Temporary employment agencies cannot temporarily assign an employee to a host employer more than 5 times in the course of 24 successive calendar months. Should this condition be breached, the employment relationship between the agency and the employee is automatically terminated and a new employment relationship between the former agency worker and the host employer, to whom the employee is temporarily assigned, arises.

Also introduced is the presumption of the temporary assignment's existence that should stop the outlined circumvention of labour law regulations by means of contractual commercial relations. However, as this provision has been in effect only for a couple of months, an assessment of its practical implications is not possible. In consequence to the deepening state budget deficit, the Government of the Slovak Republic has accepted an obligation to consolidate public finances also by means of preventing such practices on the labour market by empowering inspection bodies.

Andrea Olšovská is an assistant lecturer in labour law at the Faculty of Law of the Trnava University in Trnava. She is also a lawyer specializing in labour law issues and a chairwoman of the Labour Law Association. In her scientific work, she has concentrated chiefly on the field of individual labour law relations, agency work and secondment of workers. Her most important publications include "Helena Barancova and Andrea Olsovska (2009) *Slovak labour law* Ales Cenek: Plzen."
e-mail: lla@labourlaw.sk

Marek Švec works as Head of the Division of Economics, Collective Bargaining and Legislation at the Metalworkers' Federation KOVO. He is also a lecturer at the Faculty of Social Sciences, University of SS. Cyril and Metodius in Trnava and secretary general of the Labour Law Association. In his scientific work, he has concentrated on collective labour law relations, trade union organisations, collective bargaining and the use of coercive means in practice. His most important publications include "Marek Švec (2012) *Flexicurity for 21 century* Bratislava: Sprint dva."
e-mail: lla@labourlaw.sk

References

Barancova, H (2012) Zakonnik prace Praha: C. H. Beck.
Kakaščíkova, Jana (2011) *´Rodina zamestnanca podľa ustanovení Zákonníka práce´* in Právní rozpravy *2011* Hradec Králové: MAGNANIMITAS, pp. 86 – 92.
Horecký, J (2013) *Zaměstnávání cizincu* Praha: Verlag Dashofer.
Pichrt, J (2013) *Agenturní zamestnávání v komplexních souvislostech* Praha: C.H.Beck.

Zauškova, A and Madlenak, Adam (2012) *Open innovation: theory and practice* Łódź : Księży Młyn Dom Wydawniczy Michał Koliński.