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SERVICE OF DOCUMENTS IN THE CONTEXT OF EMPLOYMENT DURING EMPLOYEE QUARANTINE

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Abstract

The legal regulation of quarantine imposed on an employee is limited in the Labor Code (Act No. 311/2001 Statutes, the Labor Code, as amended, hereinafter referred to as the Labor Code), to the framework regulation of legal consequences of quarantine in labor relations. A number of labor-related problems arising from the SARS-CoV-2 coronavirus epidemic causing COVID-19 will, therefore, have to be addressed by interpreting the legislation in force for the purpose of its practical application, as it had been previously considered to be of rather a theoretical nature. The paper deals with the partial problem of the service of documents in labor relations during the employee quarantine. It identifies what is served, it analyzes the correctness of the employer's procedure when it automatically relays the delivery task to the postal service, and it clarifies the interpretation of the term "last known address" in the context of its change as evidenced from the proof of temporary incapacity for work stemming from a quarantine imposed on the employee. The aim of the paper is to discuss the practical aspects of the service of documents in the labor context at the time of the current situation of the spread of coronavirus epidemic. In terms of the methodology, the paper is based on critical in-depth analysis of the current legal framework, descriptive method and scientific cognitive methods.

Key words: quarantine, service of documents, document, postal service, employee address

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Introduction

The Labor Code regulates quarantine as one of the important personal obstacles to work on the part of the employee. Pursuant to § 141 para. 1 of the Labor Code, the employer shall excuse the absence of the employee at work during quarantine. During this time, the employee is not entitled to wage compensation, unless a special regulation provides otherwise. Until now, this has been an obstacle to work rarely happening in practice (Brooks et al., 2020).

Quarantine is one of the types of quarantine measures pursuant to Act no. 355/2007 Statutes on the Protection, Promotion and Development of Public Health, as amended. Increased health surveillance, medical supervision or quarantine may be imposed on a person suspected of infection. Detailed conditions of the regulation of these quarantine measures are set out in the Decree of the Ministry of Health of the Slovak Republic no. 585/2008 Statutes, laying down details on the prevention and control of contagious diseases, as amended. The provision of § 250b par. 5 of the Labor Code, effective as of April 4, 2020, forming a part of special provisions adopted in response to the coronavirus epidemic that apply to an emergency situation, state of emergency or an extraordinary situation (the new, eleventh part of the Labor Code), in addition to § 141 para. 1 of the Labor Code, obliges the employer to excuse the employee's absence at work also during the employee's quarantine or isolation. If the employee has been ordered a quarantine and does not have income, which is considered as the basis of assessment under a special regulation, i.e. pursuant to Act no. 461/2003 Statutes on social security, as amended, the employee is entitled to a benefit under Act no. 462/2003 Statutes on compensation of income in case of the employee's temporary incapacity for work, as amended.

An important question related to the employee's labor rights, as well as the solution of the labor problems resulting from the quarantine imposed (Ramesh, Siddaiah, Joseph, 2020), is the question of the exercise of will, since it produces legal effects only if the addressee is involved. Service of documents is one of the ways for the manifestations of will for reaching the addressee's realm. In some cases stipulated by law, service of documents is a substantive condition for the validity of legal acts. Service of documents in the labor context is regulated by § 38 of the Labor Code, which distinguishes between the manner of service of documents when it is done by the employer and by the employee (Sedliacikova et al., 2020). The service of documents by the employer is much more formalized and criticized more often for deficiencies with serious consequences for the validity of the legal act (Švec, Mura, Madleňák, 2017). The importance of the topic is emphasized by the specifics of the current situation that due to the spread of an epidemic has not been foreseen by the law.

Theoretical background

The provisions of § 38 of the Labor Code apply to *"written documents of both the employer and the employee concerning the establishment, alteration and termination of employment or the creation, change and extinction of the employee's obligations under the employment contract. The same shall apply to documents relating to the establishment, alteration and termination of rights and obligations arising from „other-than-employment work contract."* (Hereinafter referred to as the establishment, alteration or termination of the rights and obligations of the parties to employment relations.) Documents the service of which is subject to the provisions of § 38 of the Labor Code are listed in an exhaustive manner, and it is clear from the first glance that the material scope of the said provision is very wide. It is much easier to find examples of written documents that are to be subject to the rules of service of § 38 of the Labor Code than those that can be excluded from this mechanism (Olšovská, Laclavíková, 2019). Extensive interpretation of the material scope of the cited provision also underlines the fact that a written document is not only a legal act, i.e. a manifestation of will aimed mainly at the establishment, alteration or termination of those rights or obligations associated with such

manifestation (e.g. a termination notice), but also the so-called factual act, which is a substantive prerequisite for a legal act (e.g. a written notification of the possibility of dismissal for a less serious breach of work discipline pursuant to § 63 para. 1 (e) of the Labor Code).

The employer is obliged to ensure compliance with the correct service procedure pursuant to § 38 of the Labor Code, regardless of whether an emergency situation, a state of emergency or an extraordinary situation has been declared. All documents subject to the provisions of § 38 of the Labor Code shall be served by the employer to the employee into the latter's own hands. The provision of § 38 of the Labor Code explicitly mentions only two methods of service into one's own hands: direct (personal) and through a postal service. Direct service takes precedence over postal service. The employer may choose a postal enterprise to carry out the service of a written document if direct service is not possible (Olšovská, Mura, Švec, 2016). It is, therefore, necessary to analyze whether an imposed quarantine is a condition which makes the direct service objectively impossible.

Consequently, if the employer engages the postal service, it is the duty of the employer to ensure such service complies with the provision of § 38 par. 2 of the Labor Code. The documents served through the postal service shall be sent by the employer as a registered mail with a receipt of acceptance and a note "into the addressee's own hands", to the employee's last address known to the employer. The Labor Code explicitly instructs the employer to request two specific additional services from the postal service in addition to the mail being registered: namely a receipt of acceptance and the service into the addressee's hands. Through the receipt of acceptance, the postal service shall obtain a proof of service of the consignment to the addressee (the employee). The postal service shall return (deliver) the receipt of acceptance to the sender. Provided all the postal conditions have been met, such receipt of acceptance is a public instrument. With regard to the service of documents into one's own hands, it is either the sender itself who makes a note "into the addressee's own hands" on the face of the consignment or it shall request such service verbally upon delivering the registered consignment for postal carriage according to the postal conditions (see below).

An equally important condition of a perfect service for legal purposes is sending of a written document to the employee's last address known to the employer (§ 38 para. 2 of the Labor Code). If the employer sends the written document to a different address, the effects of service will only take place if the employee, despite such deficiency, accepts the document from the postal carrier. However, if the written document sent to the wrong address is not accepted by the employee, the effects of service of the document cannot occur. It is the employee's duty to notify the employer of the address (or changes thereto) to which the employer is to serve written documents. This obligation has long been inferred from the legislation by judicial practice (Pokorný, 1980). With effect as of September 1, 2011 (Act No. 257/2011 Statutes, amending Act No. 311/2001 Statutes, the Labor Code, as amended) one of the basic employee duties according to the provision of § 81 (g) of the Labor Code is the latter's obligation to notify the employer in writing without undue delay of any changes relating to employment and related to the employee, including, inter alia, the change of the address for service of documents (Korauš, et al., 2019). In this respect, the problem of determining the correct address for service of documents should be addressed if the employee's address changes as a result of the measures

taken to prevent the spread of coronavirus. It can be mentioned that according to the measure of the Public Health Authority of the Slovak Republic of April 4, 2020, addressing the threat to public health, issued under no. OLP/3012/2020, "*all persons who enter the territory of the Slovak Republic as of April 6, 2020 after 7.00 a.m. shall be ordered to isolate in facilities designated by the State for the time necessary to carry out the COVID-19 laboratory diagnosis and, following a negative result, the person shall be ordered a home isolation for a total cumulative period of 14 days."* At the same time, under that measure, such a person and persons living together with that person are to *be 'issued a sick leave document due to the quarantine for COVID-19'.*

Material and methods

The aim of the paper is to discuss the practical aspects of the service of documents in the labor context at the time of the current situation of the spread of coronavirus epidemic. A legally perfect service of documents to an employee requires a number of formal conditions to be met. Their observance in serving documents to a quarantined employee cannot be forgiven, but the interpretation of the relevant legal provisions must take into account, as should be the situation. As part of this paper's partial goals, we are addressing what is being served, by whom, in what manner, and where.

We used several primary and secondary sources in our research. The primary sources were the Labor Code, related legal regulations and the measures published on the website by the Government of the Slovak Republic, state administration authorities and the Slovak Postal Service related to prevention of the spread of coronavirus. We also worked with the scientific opinions on the topic published so far. We followed up on relevant sources from other scientists who published their opinions in scientific papers registered in recognized scientific databases. Equally important primary source of our research were court decisions of both the Slovak and Czech courts, regulating issues of service of documents in labor relations. The decision of the Supreme Court of the Czech Republic of June 23, 2015, was subjected to scrutiny, documented in the file no. 21 Cdo 3663/2014, related to the interpretation of the concept of the last address known to the employer.

We used secondary sources when primary sources were not available. The unavailability of the primary sources was due to a longer period since their formation. For that reason, we used a proceeding of the judicial practice and a contemporary journal.

Qualitative scientific methods were used for discussion of the above-mentioned issues: critical in-depth analysis of the current legal framework, descriptive method and scientific cognitive methods. Those scientific methods were used because the rules on the service of documents, which are general, should be interpreted after a thorough review, considering the specificity of the situation of the employee on who a quarantine was imposed.

Results and discussion

First of all, it is necessary to answer the question of what is being served and, therefore, to draw attention to what is considered a written document. Within the meaning of § 38 of the Labor Code, a written document shall mean any legal act executed in writing and any other (de facto) written act relating to the establishment, alteration or termination of rights and obligations of the parties to labor relations, i.e. the service of documents provision is satisfied by instruments executed in writing as manifestation of the respective party's will. It is necessary to realize that if the Labor Code allows legal act to be completed in a verbal form (as an example we could mention termination of employment during the probationary period according to § 72 of the Labor Code), it is not necessary to execute the same in writing only to satisfy the wording of § 38 of the Labor Code. The wording of § 38 of the Labor Code does not apply to verbal legal and factual acts relating to the establishment, alteration or termination of rights and obligations of the parties to labor relations, because the manifestation of will is not in writing and thus cannot be considered a written document. If we accepted the opposite view, we would contravene the very essence of legal acts in verbal form and we would grant the § 38 of the Labor Code a power that would in fact oblige the employer to record its verbal expressions of will in writing, in spite of the Labor Code not making such injunction. The legal effects of unilateral legal acts consistent with the law in verbal form cannot be associated with their eventual additional written confirmation and subsequent service of the same. However, please note that as soon as the employer makes a legal act in writing, and it is not at all critical whether the law prescribes it in writing under penalty of invalidity or not, the legal act is a written document and if it concerns the establishment, alteration or termination of rights and duties of the parties to employment relations, it shall be governed by the service of documents regime pursuant to § 38 of the Labor Code. Even if the legal act was validly performed verbally or implicitly, the decision of the employer to execute this legal act in writing obliges it at the same time to follow the procedure of service pursuant to § 38 of the Labor Code (Bělina et al. 2015).

Furthermore, what needs to be addressed is the precedence of the service in person. Pursuant to § 38 para. 1 of the Labor Code, direct (in person, hand-to-hand) service at the workplace, in the employee's apartment or wherever the employee can be reached takes precedence over the service by post. The executive right of the way of direct service is not just declarative. It is the responsibility of the employer to ascertain and claim that, at the time the consignment is handed over to the postal carrier, there were circumstances preventing the employer from serving the document in question directly (itself). If the employer proceeded with the service of document through the postal carrier and the service could have been made by the employer at the employee's workplace, in their apartment or wherever the employee could be reached, such service is contrary to the provisions of § 38 of the Labor Code (see the ruling of the Supreme Court of the Czech Republic issued under no. 21 Cdo 1350/2009 of July 17, 2010 and the ruling of the Supreme Court of the Czech Republic issued under no. 21 Cdo 4188/2011 on February 20, 2013). It is necessary to assess whether the employee's quarantine constitutes a circumstance that makes it justified to deem the direct service of written documents impossible. Based on the fact that during quarantine, a person suspected of being infected is ordered isolation and limited

contact with their environment, we consider this to be an objective situation justifying the employer's actions of proceeding with the service of documents directly through the postal service. In view of the employer's activity, where it would have otherwise carried out the service in person, this conclusion, stemming from the current situation, is supported by the recommendation of the Central Crisis Management Cell of the Slovak Republic and the Public Health Authority of the Slovak Republic to limit mobility outside one's residence to that involving only the necessary movement, in addition to the current resolution of the Slovak Government no. 207, 72/2020 Statutes, by which the Government of the Slovak Republic restricted the freedom of movement and residence between April 8, 2020 0.00 a.m. and April 13 April, 2020 11.59 p.m. by imposing a curfew. We also believe that, from the point of view of health and safety at work, the employer cannot require of its employees, who otherwise carry out the service of documents in person (managers or authorized employees) to expose themselves to the risk of contracting a disease through direct contact with the person who has been ordered a quarantine. In addition, if in the event of a dispute it is later proven that the document had actually been accepted by the employee themselves, the possible mistake of the employer in favoring the postal service over service in person becomes obsolete and has no legal significance whatsoever.

In the context of postal service, a frequent question is whether the employer can use courier and mail-order companies to serve a document to an employee. The provision of § 38 of the Labor Code was amended by Act no. 257/2011, amending and supplementing the Labor Code and the term postal service has been replaced by the broader term postal enterprise, due to the diversity of entities providing postal services. The register of postal enterprises is kept by the Office for Regulation of Electronic Communications and Postal Services. As of April 8, 2020, the above Register has listed 26 postal enterprises providing postal services pursuant to Act no. 324/2011 Statutes on Postal Services as amended (hereinafter referred to as the Postal Services Act). Ultimately, however, the employer does not have the choice to appoint any postal enterprise. The Labor Code requires the employer to serve the written document as a registered letter, which is a mail delivery service with an additional consignment "registration" service attached thereto, providing a flat-rate guarantee against the risk of loss, theft or damage of the respective consignment, where a proof of such service provision is issued to the sender and, upon request, so is a receipt that the consignment has been accepted by the addressee, i.e. the receipt of acceptance (§ 3 par. 3 of the Postal Services Act). This means that the employer must choose to serve the document through such postal carrier that provides the postal service in question and in accordance with § 38 par. 5 of the Labor Code, to respect the conditions of a special law, i.e. the Act on Postal Services, governing this manner of service. Distribution of the registered consignment is part of the so-called universal postal service, which is provided under a postal license. The postal license can be applied for by any postal enterprise, but at the moment, the only holder of this license is Slovenská pošta, a. s. (hereinafter referred to as “Slovak Postal Service” or “postal service”). This means that if the employer proceeds with the service of documents through a registered letter, the only postal company fulfilling the conditions for the collection and distribution of the registered letters is, in accordance with the Postal Services Act, the Slovak Postal Service. In the following text of the paper we will also use the valid postal terms and conditions of the Slovak Postal Service applying to its domestic services effective as of January 1, 2020 (hereinafter referred to as the postal terms and conditions).

The Slovak Postal Service has introduced several protective measures to prevent the spread of the epidemic (based on the state of the measures adopted as of April 10, 2020). There is a special regime for consignments with the additional services of "Receipt of Acceptance" and "Service into Own Hands". Service in which personal contact is required has been stopped and these consignments are deposited at post offices. The addressee is given a notification of the consignment (so-called yellow slip) in their mailbox. In case of electronic consignment notifications, they receive the electronic notification sent to their e-mail address or a text message. These types of consignments are handed over at the post office, and the original pickup period (18 calendar days) of these so-called notified consignments is automatically extended by a further 14 calendar days, without a service fee charged to the addressee. The day of notification of deposit of the document at the post office is not included in the pickup period. If the document has not been collected within this period, the Slovak Postal Service returns it to the sending employer as undeliverable. Pursuant to § 38 par. 4 of the Labor Code on the day the postal service returns the written document to the employer as undeliverable (not the last day of the pickup period), one of the fictions of service applies and the obligation of the employer to serve the written document is deemed fulfilled.

In relation to the length and futile expiration of the pickup period, there is a problem in practice of maintaining the legal effects of the manifestation of will captured in the document served. In order for a legal act to produce legal effects at a certain time, it must be served to the other party before its expiry. The automatic extension of the employer's consignment pickup period by another 14 calendar days has thus a significant impact on the employer, while staying in line with the protective function of labor law. The situation is regulated if the employee's quarantine lasts longer than the 14 days expected, in order for the employee not to mar the service unwittingly.

As we have already mentioned, the employer serves the written document to the employee's last address known to the employer. In connection with the measures taken by the Public Health Authority of the Slovak Republic to prevent the spread of coronavirus, persons and their family members may, depending on the situation, be ordered isolation either in state-designated facilities or at home. The employer is then informed of the address at which the employee is staying from the proof of temporary incapacity for work issued on the form specified by the Social Security Agency pursuant to § 233 para. 2 (d) of Act no. 461/2003 Statutes on social insurance as amended (temporary incapacity for work is pursuant to § 33 par. 1 of this Act a legislative abbreviation for temporary incapacity for work, quarantine measure and isolation). It is necessary to consider whether the submission of a form indicating a different place of residence of the employee than previously known to the employer also changes the address for service of documents without any further obligation and whether the employer is obliged to serve the documents at this “new” address only. We believe that it is not a predetermined duty of the employer to serve documents at this address only, but that in certain circumstances the legal effects of the service will also occur when the service is done at the employee's original address. We are fully aware of this statement contradicting the conclusions of the decision of the Supreme Court of the Czech Republic of June 23, 2015, issued under no. 21 Cdo 3663/2014

('R 25/2016'), which can apply to the service of documents to a quarantined employee by analogy. In the cited decision, the Supreme Court of the Czech Republic stated that *"if an employee is staying at an address unknown to their employer while vacationing, during their temporary incapacity for work, their caring for a member of their household, during their military service or other similar reasons) the employer may serve its documents to the employee through the postal carrier at that 'temporary address' only; service at another address is ineffective even if the employee is otherwise (at another time) present at it".* In the conditions of the Slovak Republic, in its judgment of March 29, 2016, issued under no. 11 CoPr 6/2015, the Regional Court in Žilina confirmed in a similar vein that the employee had fulfilled their obligation to notify the employer of any changes relating to employment and related to the employee by having submitted a proof of temporary incapacity to work to the employer.

If we assume that the employee is staying (albeit temporarily) at a new address, as a result of which they cannot objectively accept the documents at their original address, and the employer is aware of this fact, then it cannot really be accepted if the employer sends the document to the original address and invokes the fiction of service clause. On the other hand, we believe that it cannot be strictly assumed that the fact that the employee is staying at the new address precludes, and a priori rules out, the employee's ability to accept the documents at their original address or that the documents must, therefore, be sent to the new address exclusively. Even if the employee does not stay at a certain place, the purpose of service (i.e. the actual receipt of documents, not only the application of the fiction of service) can still be fulfilled if another person accepts the document at that place. Thus, this problem is closely linked to the question whether a person other than an employee can accept the document designated to be served to the employee's own hands.

The Labor Code does not specify who is entitled to accept the document designated to be served into the addressee's own hands. Pursuant to § 38 para. 5 of the Labor Code, however, the conditions under a special regulation (the Postal Services Act) must be met when service of documents is done by a postal enterprise. The Postal Services Act, in turn, refers to the regulation contained in the postal terms and conditions (§ 27 of the Postal Services Act). Consequently, the fulfillment of the obligation to serve a written document into one's own hands must be interpreted in the light of the postal terms and conditions. In older case-law (e.g. judgment of the Supreme Court of the Czechoslovak Republic of December 27, 1982, issued under no. 6 Cz 34/81, judgment of the Supreme Court of the Slovak Socialist Republic of May 26, 1975, issued under no. 3 Cz 12/75), it was concluded that if the consignment had been accepted by a person other than the employee (e.g. the employee's spouse, parents or other family members living with the employee in the same household), the obligation of the employer to serve such document had not been met, even if the consignment was later demonstrated to have been handed over to the employee (Barancová, 2015).

However, we believe that the case-law in question must now be regarded as outdated following a change in the rules to the postal terms and conditions. According to the postal terms and conditions (or the Code of Postal Services at that time) of the past, the consignment was to be

served only to the addressee and no one else, with no exception granted even to the addressee's spouse, their substitute recipient or their proxy (Kottnauer, A. 1984). At present, the situation is different - according to the postal terms and conditions, the addressee may authorize another person to accept the consignment addressed to them, while the scope of the authorization may be defined to include accepting consignments designated to be served into one's own hands. The option is to grant a power of attorney for all legal acts with an officially certified signature, which is also considered to be a power of attorney for the acceptance of consignments, including consignments to be served into "one's own hands" or to have an ID issued to one's proxy by the Slovak Postal Service upon request against a fee, which must expressly indicate the permissibility of accepting consignments to be served to "one's own-hands".

If the postal conditions allow an employee to authorize another person to accept the consignments addressed to the employee's own hands, then the case-law, which strictly requires the document to be accepted by the employee exclusively, cannot be maintained. The case-law in question has lost the support which it originally had in the postal terms and conditions. Consequently, it cannot be insisted on the fact that an employee's stay at a new address precludes, and a priori prevents them from accepting documents at any other address. The document can be effectively accepted at another address by a person authorized by the employee to accept consignments addressed to their own hands. It can be assumed that the employee authorizes another person to accept consignments precisely because they cannot (or will not be able to do so in the future) or do not want to accept the consignments themselves. From that point of view, the place where the employee is staying will not be critical for the purposes of service. In this context, the position presented in Decision R 25/2016 is questionable, namely that 'if *the employer gradually acquires more information about the employee's address, it shall (may) serve the documents to the one of the several addresses of which it has learned last', hence the 'last address of the employee' known to it. (...) Likewise, only a 'temporary address' is important in terms of service of the employer' s documents, but (of course) only for the period during which the employee stays at that address (according to the employer 's knowledge) or is supposed to stay there.'*

We are heading to a conclusion that if the employer gradually acquires more information about the employee's address, the temporal aspect cannot be considered as an exclusive criterion for determining the address for service of documents. We accept that the Labor Code (§ 38 para. 2 ZP) requires the employer to send documents to "*(...) the last address of the employee known to it (...)"*. Nevertheless, we believe that the term 'last' is not the primary attribute of the term (it is to be primarily 'the address of the employee'), it cannot be understood in its absolute sense and, moreover, cannot be formally based solely on the linguistic interpretation. On the contrary, it should be borne in mind that the purpose of service can be achieved at the address where the acceptance of the document served is ensured, including by way of a proxy. If an employee wishes to have documents served at such address, their will must be respected, of course, provided that their will is known to the employer. In that sense, the term 'employee's address' does not necessarily refer to the address at which the employee is staying but also to the address to which the employee wishes to have their documents served. Lastly, the term 'last address'

does not refer solely to the address last known to the employer; this expression only reflects the current address.

What we have said is not to indicate at all that, in general, it is necessary (or possible) to send documents to an address at which the employee is not present, with the expectation that they will be accepted by their proxy. However, if an employee informs the employer that they wish to have the documents served to a particular address, the effects of such communication must be interpreted rationally. We generally consider the conclusions of the Decision R 25/2016 to be acceptable, but with the addition that the employee's temporary, address notified to the employer as their last is the address for service, unless the employee has explicitly designated another address for service of documents. In view of the above, we believe that the earlier knowledge of the employee's address takes precedence over the newer knowledge if the employee explicitly designates such address for service of documents (in addition to the address of their permanent residence, temporary residence, etc.); if it is clear from other circumstances that the employee wishes to have the documents served exclusively at a specific address. In such case, it is up to the employee to ensure the acceptance of consignments at such address, e.g. also by a proxy. If, in such a situation, the employee later submits to the employer a proof of temporary incapacity for work stating a different address of the employee's whereabouts, there is no change in the address for service of documents. We believe that, following an employee's express manifestation of desire to specify the address for service of documents, the change of such address must also be made by express notice, i.e. the employee must explicitly state that they wish to change the address of service of documents. If this is not the case, the employer may reasonably rely on earlier knowledge of the employee's address.

Conclusion

In accordance with the provisions of the Labor Code, the employer shall serve the documents specified in § 38 par. 1 to the addressee primarily in person (directly), and secondarily through a postal enterprise. Unjustified preference for postal service over personal (direct) service may result in invalidity of the service. However, the analysis carried out suggests, in practice, that an imposed quarantine is an objective reason due to which the employer may refrain from direct service and proceed directly to service through a postal enterprise. To this end, the employer may choose only such postal enterprise as is capable of delivering registered mail with the additional service of providing the "receipt of acceptance" and the service "into one's own hands". Under the conditions of the Slovak Republic, only one postal operator, namely the Slovak Postal Service, has a monopoly for such service. Curtailing the service conditions of registered mail due to the spread of coronavirus has extended the time limits for consignment pickup, a condition the employer has to count with. For this reason, we recommend employers to send the document well in advance, because if the act is to produce legal effects within a certain time frame, it must be served to the other party prior to its expiration. Finally, a legally perfect service in labor relations requires the document to be served at a correct address of the employee. Such address may be different from the usual one due to an imposed quarantine. The employer shall be informed of the address at which the employee is present during the quarantine from the proof of temporary incapacity for work. We believe that without further submission, as has been explained in the present paper, providing such a proof cannot be considered an a priori change in the address for service of documents. In this context, in practice

it is necessary to examine whether the employee has explicitly designated another address for service of documents.

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References

1. Barancová, H. 2015. *Zákonník práce. Komentár*. 4. vydanie. Praha: C. H. Beck, 1240.
2. Bělina, M., Drápal, L. a kol. 2015. *Zákoník práce. Velké komentáře.* 2. vydání. Praha: Nakladatelství C.H. Beck, 1613.
3. Brooks, S. K., Webster, R. K., Smith, L. E., Woodland, L. Wessely, S., Greenberg, N. Rubin, G. J. 2020. The psychological impact of quarantine and how to reduce it: rapid review of the evidence. *LANCET*, 395 (10227), 912-920. [online] [cit. 2020-03-25]. Available at: https://www.thelancet.com/journals/lancet/article/PIIS0140-6736(20)30460-8/fulltext.
4. Kottnauer, A. 1984. Doručování důležitých písemností v pracovněprávních vztazích. In *Práce a mzda*, 32 (13), 37-38.
5. Korauš, A., Dobrovič, J., Polák, J., Backa, S. 2019. Security aspects: Protection of people in connection with the use of personal identification numbers. *Journal of Security and Sustainability Issues*, 8 (3), 319-330.
6. Olšovská, A., Mura, L., Švec, M. 2016. Personnel management in Slovakia: An explanation of the latent issues. *Polish Journal of Management Studies*, 13 (2), 110-120.
7. Olšovská, A., Laclavíková, M. 2019. Doručovanie v pracovnom práve v ére moderných technológií. In *Nové technológie a ochrana zamestnanca*. Praha: Leges, 59-78.
8. Pokorný, M. 1980. *Sborník stanovisek, závěrů, rozborů a zhodnocení soudní praxe, zpráv o rozhodování soudů a soudních rozhodnutí Nejvyššího soudu*. Praha: SEVT, 439.
9. Ramesh, N., Siddaiah, A, Joseph, B., 2020. Tackling corona virus disease 2019 (COVID 19) in workplaces. *Indian journal of occupational and environmental medicine*, 24(1), 16-18.
10. Sedliacikova, M., Strokova, Z., Hitka, M., Nagyova, N. 2020. Employees versus implementing controlling to the business practice. *Entrepreneurship and sustainability issues*, 7(3), 1527-1540.
11. Švec, M., Mura, L., Madleňák, A. 2017. *Základy pracovného práva pre študentov verejnej správy, manažmentu a marketingu*. 1. vyd. Bratislava: Paneurópska vysoká škola v Bratislave, Fakulta ekonómie a podnikania, 215.
12. Žuľová, J. 2016. Pracovnoprávna úprava doručovania a možnosti jej elektronizácie. In *Súčasný stav a nové úlohy pracovného práva: Dies Iuris Tyrnavienses-Trnavské právnické dni: Nová Európa-výzva a očakávania*. Praha: Nakladatelství Leges, 244-259.
13. World Health Organization: Getting your workplace ready for COVID-19. [online] [cit. 2020-03-25]. Available at: https://www.who.int/docs/default-source/coronaviruse/getting-workplace-ready-for-covid-19.pdf.

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