

Transparency and predictability of working conditions

Labour Code Amendment 2022, Slovakia

1 November 2022

In order to transpose the basic principle of the Directive, which expresses the principle that working conditions, including pay and conditions of employment, should be transparent (so that the employee knows under what conditions he/she will perform the work) and predictable (so that the employee knows when and to what extent he/she will perform the work), **the amendment adds to Article 1 of the Basic Principles of the Labour Code that employees will have the right, *inter alia*, not only to fair and satisfactory working conditions, but also to transparency and predictability of working conditions.**

Text in force until 31 October 2022	Version effective from 1 November 2022
Art. 1 Natural persons have the right to work and to free choice of employment, to fair and satisfactory working conditions and to protection against arbitrary dismissal from employment in accordance with the principle of equal treatment laid down for the field of employment relations by the Special Act on Equal Treatment in Certain Fields and on Protection against Discrimination and on Amendments and Additions to Certain Acts (the Anti-Discrimination Act). They are entitled to these rights without any restriction or discrimination on grounds of sex, marital and family status, sexual orientation, race, colour, language, age, adverse health or disability, genetic characteristics, creed, religion, political or other opinion, trade union activity, national or social origin, membership of a nationality or ethnic group, property, birth or other status, except where the difference in treatment is justified by the nature of the activities carried out in the employment or the circumstances in which those activities are carried out, where that ground constitutes a genuine and overriding requirement	Art. 1 Natural persons have the right to work and to free choice of employment, to fair, satisfactory, transparent and predictable working conditions and to protection against arbitrary dismissal from employment in accordance with the principle of equal treatment laid down for the field of employment relations by the Special Act on Equal Treatment in Certain Fields and on Protection against Discrimination and on Amendments and Additions to Certain Acts (the Anti-Discrimination Act). They are entitled to these rights without any restriction or discrimination on grounds of sex, marital and family status, sexual orientation, race, colour, language, age, adverse health or disability, genetic characteristics, creed, religion, political or other opinion, trade union activity, national or social origin, membership of a nationality or ethnic group, property, birth or other status, except where the difference in treatment is justified by the nature of the activities carried out in the employment or the circumstances in which those activities are carried out, where that ground constitutes a genuine and

for employment, provided that the aim is legitimate and the requirement proportionate.

overriding requirement for employment, provided that the aim is legitimate and the requirement proportionate.

In the same way, the amendment **will also add a new provision in the Labour Code, Article 47a, which transposes Articles 4 and 5 of the Directive**. This is a statement that '*minimum information requirements should be introduced at Union level on the essential aspects of the employment relationship and working conditions, applicable to every worker, in order to guarantee all workers in the Union a reasonable degree of transparency and predictability as regards their working conditions, while preserving the appropriate flexibility of atypical forms of employment, thereby preserving their advantages for both workers and employers*'. (point 6 of the introductory provisions of the Directive).

The aim of the new provision of Section 47a of the Labour Code is for the employer to:

- provide the employee with written information on working conditions and conditions of employment - within the scope of Section 47a(1) of the Labour Code,
- give this copy of the information to the employee within a certain period of time,
- formulate them in some way.

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This provision is introduced into the Labour Code by the amendment in question, and thus the Labour Code did not have a similar regulation until now.	<p>§ 47a - Information on working conditions and conditions of employment</p> <p>1 The employer is obliged to provide the employee with written information about his/her working conditions and conditions of employment at least to the extent of the following data, if they are not contained in the employment contract:</p> <ul style="list-style-type: none">a the method of determining the place of work or the designation of the principal place of work if several places of work are agreed in the employment contract,b the established weekly working time, an indication of the method and rules for the distribution of working time, including the expected working days and the compensatory period pursuant to Sections 86, 87 and 87a, the extent and timing of the provision of breaks from work, continuous daily rest and continuous weekly rest, the rules for overtime work, including the wage advantage for overtime work,c the amount of leave or the method of determining it,d the payment of wages and the payment of wages, including pay dates,e the rules on termination of employment, the length of the notice period or the method of determining it if it is not known at the time the information is provided, the time limit for bringing an action for a declaration that the termination of employment is null and void,

- f the right to training provided by the employer, if any, and the extent of such training
- 2 The employer shall provide the employee with the information referred to in paragraph (1):
 - a within 7 days of the commencement of the employment relationship, in the case of the data referred to in paragraph 1(a), (b) and (d),
 - b within 4 weeks of the commencement of the employment relationship, in the case of the data referred to in paragraph 1(c), (e) and (f).
- 3 If the expected duration of the employment relationship is shorter than the period referred to in subsection (2), the employer shall provide the employee with the information referred to in subsection (1) no later than the end of the employment relationship.
- 4 An employer may provide the information referred to in subsection (1) by reference to the relevant provision of this Act or a special regulation or to the relevant provision of a collective agreement.
- 5 Where the terms and conditions of employment are governed by a collective agreement, the written information referred to in subsection (1) shall include an indication of the relevant collective agreement and its parties.

Following the adopted amendment, **the employer will therefore be obliged to provide the employee with written information on selected working conditions within two statutory deadlines - either within 7 days or within 4 weeks from the commencement of the employment relationship, unless these working conditions are specified directly in the employment contract.**

The working conditions that the employer is obliged to notify to the employee no later than 7 days include:

- the method of determining the place of work or the designation of the main place of work if several places of work are agreed in the employment contract,
- the established weekly working time, the method and rules for the distribution of working time, including the expected working days and the compensation period pursuant to Sections 86, 87 and 87a of the Labour Code, the extent and time of the provision of breaks, continuous daily rest and continuous weekly rest, the rules for overtime work, including the wage benefit for overtime work,
- the payment of wages and wage payments, including pay dates.

Furthermore, the employer will be obliged to inform the employee in writing within 4 weeks at the latest of:

- the amount of leave,
- rules on termination of employment,
- the length of the notice period,
- the time limit for bringing an action for a declaration that the termination of employment is null and void.

In the case of an employment relationship concluded for a shorter period than the periods mentioned above, the principle will apply that the employer will be obliged to inform the employee in writing of the working conditions in question no later than the date of termination of the employment relationship.

It is important to point out that, based on Article 4(3) of the Directive, the employer will still be obliged to formulate the information provided in some way, i.e. either by a precise description of the rights and obligations or by reference to a legal provision or to a collective agreement (and when referring to a collective agreement, the employer is also obliged to identify the relevant parties and the title of the collective agreement). It should also be noted that the **new wording of Section 38a of the Labour Code also applies to the provision of such written information and therefore, under the conditions, such written information may also be provided in the form of an electronic document.** According to Article 5 of the Directive, this information is always provided to the employee individually in the form of one or more documents.

WHAT WILL THESE CHANGES BRING TO YOUR PRACTICE?

EXISTING EMPLOYMENT CONTRACTS/CURRENT STAFF

As outlined in the previous chapter, under the transitional provisions of Section 252s of the Labour Code, it will not be necessary to amend or supplement the employer's existing employment contracts in any special way, even in the context of this change in legislation. However, if an existing employee expressly requests the employer to supplement the information to which he/she is now entitled (and which is not contained in his/her existing employment contract), the employer will be obliged to do so within one month of the employee's request.

NEW EMPLOYMENT CONTRACTS/NEW STAFF

In practical terms, the new provision of Section 47a of the Labour Code, in our opinion, gives the employer more time to determine other conditions of work performance - e.g. the rules for the distribution of working time, working breaks or the payment of wages can be determined up to one week from the commencement of the employment relationship, and conditions such as the amount of leave or the rules for the termination of employment can be determined up to one month (4 weeks) from the commencement of the employment relationship. Moreover, these terms and conditions of employment do not have to be compulsorily included in the employment contract; it is sufficient to communicate them to the employee subsequently (but at the latest within the statutory time limit) - probably most quickly and reliably by electronic means. It is important to note, however, that the employer should not fail to apply the principle of equal treatment here as well and should act towards its employees in this respect in the spirit of this principle.

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