



NEWSLETTER

ELECTRONIC COMMUNICATION WITH EMPLOYEES

PRACTICAL EXAMPLES REGARDING
THE AMENDMENT TO THE LABOR CODE

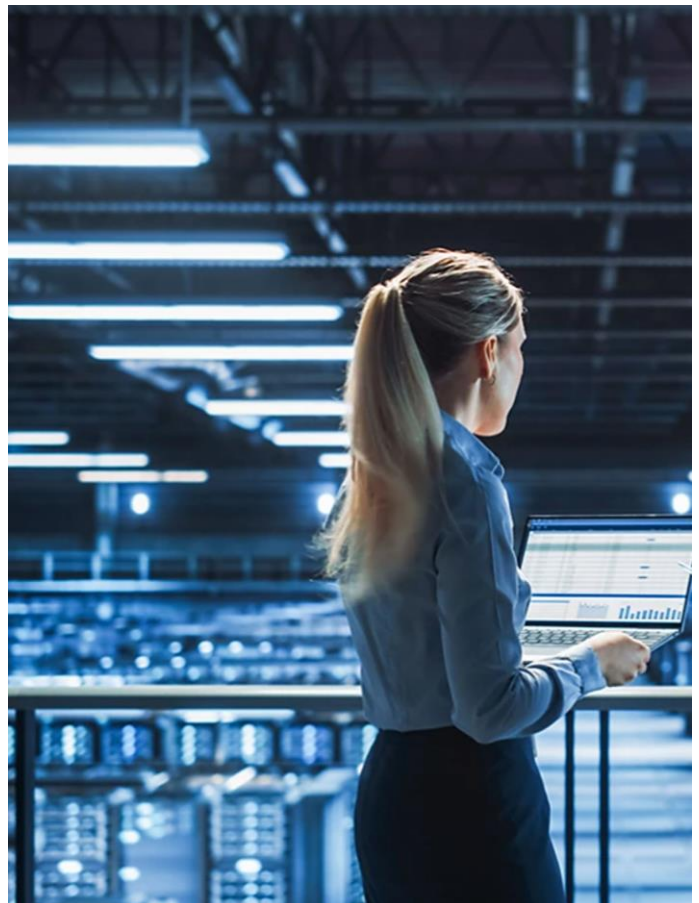
The recent amendment to the Labour Code has in two respects pleasantly surprised employers used to the opposite trend, i.e., to tighter protection of employees and growing bureaucracy.

The rules of electronic communication officially introduced

The first positive change is to bring the law closer to practice by introducing **clear rules on electronic communication**. According to the current version of the Labour Code, employers can thus provide information to employees in electronic form in many cases, thus removing the unnecessary administrative burden associated with "paperwork."

There are only a few conditions under which electronic delivery is possible. For example, one of these conditions is that the employee has access to the electronic form of the information.

It is thus recommended that employers directly stipulate in the employment contract (or in its amendment) that the employee acknowledges that they meet the prerequisites for electronic information delivery. Thus, if an employer decides to provide information to employees electronically, it is necessary to think about the conditions that are required to be met before the electronic information is provided.



Inspections by the Labour Inspectorate or the Social Insurance Institution rarely come by accident, and in most cases, they are triggered by a "notice" from a former or current employee. It is, therefore essential to ensure that there is no reason for such complaints.

New possibility for employers to unilaterally change working conditions

Even more significant is the change concerning the content of the employment contract. The structure of the employment contract has been simplified. Unlike in the past, when the content of the employment contract was divided into so-called essential and regular elements and so-called incidental elements, **from 1st of November 2022, only four essential elements** (type of work and its characteristics, place of work, starting date and wage conditions) must be agreed in the employment contract.



For the other terms and conditions of employment, the employer has the choice whether to include them in the employment contract (where they could only be changed with the employee's consent by way of an amendment to the employment contract) or to provide them in the form of written information that the employer can change unilaterally.

Using written information, the employer declares the terms and conditions of employment that apply to him and communicates them to the employee, who must accept the changes.

„This change gave employers the ability to change some of the "game rules"“

Compared to previous legislation, under which execution of an amendment to the employment contract was required to change the terms and conditions of employment, this change (in addition to the reduction of the administrative burden) gave employers the ability to change some of the "game rules" unilaterally. It is, therefore, not surprising that employers are currently modifying their 'model' employment contracts to make the most of this legislative change for themselves.

Thus, the employer can unilaterally determine/change not only the place of work (if several places of work have been determined) but also the amount of paid leave days. Other conditions that can be changed unilaterally include how a working time is scheduled, which means that the employer can count on greater flexibility for employees and, conversely, employees will have to be prepared for it when planning their non-work activities.

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If you want to review your labour law documentation, set up new processes to simplify your employment agenda, or draft tailored documents, please contact:

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