



ESG CHANGES TO THE LABOR CODE

The amendment to the Labor Code transposed into Slovak law the Directive on Transparent and Predictable Working Conditions in the European Union and the Directive on Work-Life Balance for Parents and Persons with Caring Responsibilities.

As part of their ESG programs, besides risk governance, compliance and ethics, employers are increasingly also addressing issues such as transparency, fair working conditions, diversity and inclusion within the “S” framework. The amendment supplemented the basic principle of the Labor Code—namely, that working conditions should be fair and satisfactory—with a new requirement. Working conditions must be not only fair and satisfactory, but also transparent (so that the employee knows the conditions under which he or she will perform the work) and predictable (so that the employee knows when and to what extent he or she will perform the work).

SWITCHING TO ANOTHER FORM OF EMPLOYMENT

The Labor Code allows employees in atypical forms of employment to apply to transfer to forms of employment with more predictable and secure working conditions. An employee whose employment relationship lasts for more than six months (and is no

longer in a probationary period) may request their employer switch them from a fixed-term to an indefinite employment relationship or from a part-time arrangement to a fixed weekly working time. The employer must reply in writing within one month of the request but does not have to grant the consent. The Labor Code limits the number of requests that may be made by the same employee and lays down special conditions for employers with fewer than 50 employees and employers who are natural persons. Rules ensuring minimum predictability of work not only apply to employment agreements but also to agreements on work performed outside the employment relationship.

CHANGES TO THE CONTENT OF THE EMPLOYMENT AGREEMENT AND INFORMATION OBLIGATIONS

The amendment also changes provisions relating to the content of the employment agreement. Certain other working conditions must no longer be stated directly in the employment agreement. They may be provided to the employee in the form of written information (which may also be in the form of an electronic document). It is likely that the employer will have several versions of the written information, depending on the number of different job roles. This means that the same employer may produce,

for example, separate written information for administrative employees and production employees. The employee’s consent will not be required to change the terms and conditions of their employment set out in the written information. However, if the employer states these terms and conditions directly in the employment agreement, the agreement itself will have to be amended, which does require the employee’s consent. The employer can decide whether it prefers to include all the details directly in the employment agreement or whether it chooses written information. The Labor Code specifies further requirements for the quality of the written information.



Working conditions must be not only fair and satisfactory, but also transparent and predictable.

As well as parental leave, the amendment also addresses several issues that both employees and employers have

The Slovak market is undergoing an ESG (Environmental, Social, and Corporate Governance) transformation. The last amendment to the Labor Code, which became effective on 1 November 2022, reflects the current trends in society towards ESG.

struggled with in practice—it introduces, for example, changes relevant to the termination of employment, to bringing an unfair dismissal claim before a court, and to trade unions approaching employees to offer membership and inform them about its activities.

GOING DIGITAL

New clauses to allow electronic delivery of information to employees represent another welcome change. As much as the Labor Code has recognized and embraced the digital era, certain communications between employers and employees cannot be conducted remotely. In principle, if the employer has an obligation to provide the employee with information or an answer in writing, it must provide it in paper form. For example, termination notices must still be delivered to an employee either in person or by registered mail. However, the employer may provide written information on working conditions in electronic form in certain circumstances. This will be on the condition that the employee will have access to the electronic form of the information, can save and print it, and the employer will keep proof of sending or receiving it.

CONCLUSION

The trend toward considering ESG issues has increased appreciably

in the last two years. The amendment to the Labor Code reflects the attention paid to the topic of employee mental health and the need for “work-life balance”.



The trend toward considering ESG issues has increased appreciably in the last two years.

The most administratively demanding change for employers will be the new information obligations. However, employers are not obliged to inform all their employees individually. They must comply with these obligations (i) for employees whose employment relationship starts from 1 November 2022 and (ii) for employees whose employment relationship started before 1 November 2022 and who have explicitly requested the employer to provide the information. It is important to update employment law document templates and internal directives, and pay attention to setting-up the necessary processes.