

Setting a time limit for notifications of changes to notified terms and conditions of employment

Labour Code Amendment 2022, Slovakia

1 November 2022

The main aim of this change is to set a time limit for the notification of changes made to the terms and conditions of employment, where the terms and conditions of employment have already been notified to the employee. This provision transposes Article 6 of the Directive and is essentially intended to ensure that the notification in question takes place before the original change comes into force, but which for objective reasons had to be changed again. The amendment also states that such notification must, in addition to being **timely**, be **in writing**.

There will also be **exceptions to** this obligation for the employer if the employer **refers only to the relevant provision of the Labour Code that has been amended** (e.g. the amendment of the Labour Code would change the amount of leave from the current 4 weeks to 6 weeks, but this change would remain in the same provision of the Labour Code as it was before the amendment).

Text in force until 31 October 2022	Version effective from 1 November 2022
	(New) § 54c - Change in notified terms and conditions of employment
The provision in question has so far been absent from the Labour Code. It has been introduced by this amendment to reflect the newly introduced institutions of extended information obligation and change of working conditions due to posting to perform work in another Member State of the European Union.	The employer is obliged to provide the employee with written information on the changed terms and conditions of employment referred to in Section 47a(1) of the Labour Code and on the changed data referred to in Sections 44a(2) and 54b(2) of the Labour Code without undue delay, but no later than on the day the change comes into effect; this does not apply if the change consists only in a change to the legal regulation or collective agreement to which the written information refers.

WHAT WILL THESE CHANGES BRING TO YOUR PRACTICE?

EXISTING EMPLOYMENT CONTRACTS/CURRENT STAFF

In the context of this change in the legislation, it will not be necessary to make any special amendments or additions to the employer's existing employment contracts. However, it is important to note that the new legislation will apply equally not only to new employees, but also to employees in existing employment relationships with the employer.

NEW EMPLOYMENT CONTRACTS/NEW STAFF

In the context of this new legislation, it is essential that in the case of new employees, the employer should also bear this rule in mind, i.e. that when it is necessary to make changes to the already notified terms and conditions of employment, or changes to the already notified data, the employer should inform the employee of these changes in writing at the latest on the day on which these changes are to come into effect.

Although this may at first sight appear to be an obvious procedure which employers should follow as a standard, past practice has shown that this has not been the case and employees have often worked under changed working conditions of which they have had no written confirmation. The new legislation is intended to change this unfortunate practice of employers and thus encourage them to apply greater transparency to the conditions of work in the workplace.

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