COMMUNICATION AND THE FIRST STEPS TOWARDS THE ELECTRONISATION OF LABOUR RELATIONS

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Abstract

This academic paper deals with current changes to Slovak legislation in connection with the transposition of the European directive on transparent and predictable working conditions. Both authors primarily concentrate on two newly established rights related to communication between employees, employee representatives, and employers and the right to electronic communication in the business sphere between the subjects of social relations, including the right to feedback. We pay specific attention in particular to the expected impact on applied practice, which often corresponds to the authors' legal considerations of *de lege ferenda*. The key paradigm of the author's interpretation consists in the analysis of success in introducing a new model of communication into the more or less traditionalist approach between the subjects of labour relations, including the impact on their rights and legitimate interests.

Keywords:

right to communication, feedback, right to information, Internet of Things (IoT)

I. Electronic provision of information

The long-discussed question of the electronic provision of information and the delivery of documents in individual and collective labour relations was the subject of some consideration precisely during the transposition of the aforementioned European directives, primarily regarding the creation of a legal basis for the electronic transmission of various types of information between employers and employees. For example, when providing proof for the excused absences of employees from work (under §144 (2) of Act 311/2001, the Labour Code, as amended, referred to as the "*Labour Code*") where an employee must provide proof of an obstacle preventing them from working to their employer and its duration, as well as the corresponding obligation of the relevant institution to provide the employee with proof of the existence of such obstacle and its duration; or informing employees of their work schedule per §90 (9) of the Labour Code, and so forth). Although this type of delivery is currently being made, there is no explicit legal basis for its implementation, except for the delivery of electronic pay slips, where the employer concluded a special agreement with employees under which their pay slips were sent to the private email addresses of these employees. In connection with the implementation of numerous new duties to inform on the part of employers, for example, in the newly conceived provisions of §47a and §49 of the Labour Code, the delivery of information in the area of exclusively individual labour relations has become permitted (from the formulation of the provisions of §38a of the Labour Code, it is impossible to reach the conclusion that it would apply in kind to collective labour relations) in electronic form, which fully, so long as the specified conditions are met, supplants delivery of documents to employees in writing.

The provisions of §38a of the Labour Code state "*an employer provides an employee with information that is provided in writing under this law or other labour regulation; the employer may provide such information in electronic form if the employee has access to the information in electronic form, can save and print such information, and the employer retains proof of its delivery or receipt unless otherwise specified herein or in other specific regulations. The same applies to the employer's written response to an inquiry made by an employee*." and thereby introduces the ability for an employer to provide information to an employee in electronic form under cumulative fulfilment of the defined conditions. In particular, it is necessary to separate the fact that electronic communication as an alternative to written documents is only permitted for the purposes of informing employees; in no way does it affect the employer's obligation to deliver relevant documentation related to the establishment, changes to the contents of, or termination of employment in the ways explicitly stipulated in §38 of the Labour Code. The adoption of §38a of the Labour Code does not change the customary and legally recognised method of delivering documents under §38 of the Labour Code in the form of in-person delivery or alternative delivery through a postal enterprise. In the case of electronic delivery of information under §38a of the Labour Code, no form of hindering the delivery of information like that stipulated in §38 (4) of the Labour Code is applied in any form, and so the burden of proof lies with the employer, who must demonstrate that they met all substantive conditions specified for its delivery to the employee in the defined manner to be considered valid. Electronic delivery to an employee from a substantive perspective applies exclusively to those labour institutes where applicable provisions of the Labour Code define the employer's obligation to provide an employee with a specific type of information. There is a discussion to be had as to whether this construct could be applied to the employer's obligation where they are required to acquaint an employee, which constitutes a qualitatively higher form of "informing" an employee. We believe that if the employer introduces some additional form of verification/control, or if the employee has mastered the above information and mastered it at the qualitatively and quantitatively required level, it would be possible, *per analogiam,* to accept the electronic form in this case as well. Use of the provisions of §38a of the Labour Code binds the use of electronic form to those instances where the Labour Code or other labour regulation anticipates the employer will provide an employee with information to exercise their rights or obligations within labour relations (in this case, this involves both categories of employees, meaning employees performing dependent work under an employment contract and agreements on work conducted outside of employment, as the general part of the Labour Code under §223 (2) of the Labour Code applies to work conducted under agreements on work conducted outside of employment). This does not preclude a situation where an employer would, if all relevant prerequisites for electronic delivery of information under §38a of the Labour Code are met, use this method to deliver information that was,

for instance, agreed in a collective bargaining agreement, or the employer's other internal regulations and which is not explicitly based on the provisions of the Labour Code or other labour regulations, but simply on the basis of a commitment agreed upon outside the framework of the Labour Code or which, for instance, are part of the manifestation of its socially responsible actions (informing about team-building activities, and so forth). Although the legislation only explicitly mentions the case of communication between the employer and the employee, it is assumed that a similar instrument can also be used in the opposite direction, i.e. information from the employee to the employer in the sense of the above.

A total of four cumulative conditions are applied to using this form of communication between employer and employee and are defined in the provisions of §38a of the Labour Code; the fulfilment of these is essential prior to the electronic delivery of any information. It is insufficient for an employer to later justify that it met such conditions for this form of communication to the employee ex-post; instead, the employer must be aware / have a legal certainty that this form of delivery of electronic communication is permissible for the employee and meets the stipulated substantive prerequisites before any such electronic delivery takes place. In the opposite case, the electronic delivery of information is considered null and void and the employer must provide such information to the employee in written form and deliver it in the usual method used by the employer for purposes. Since in this case, it is not a document falling within the scope of delivery according to §38 of the Labour Code, information is delivered in the usual method used by the employer; however, this does not preclude the option for the employer to apply in kind the manner of delivery under §38 of the Labour Code. Even though §38a of the Labour Code cogently defines the specific prerequisites for delivering information in electronic form, no legal interpretation or explanation for its practical application is provided, and therefore in principle, their interpretation can only be assumed based on established business practice. The provisions of §38a of the Labour Code define a condition for the permissibility of electronic delivery whereby:

- *the employee has access to information in electronic form*, and

Even in the explanatory memorandum, legislators did not indicate when an employee is considered to have access to information in electronic form. In principle, it can be assumed, based on experience from application in practice, this at the very least will involve employees who have an established email address with the name of the employer, through which they communicate and perform work tasks on behalf of the employer internally or towards third parties. Access to such email accounts and the obligation to perform work duties via them inherently incorporates the ability to review delivered information in real-time. This is enhanced by the assumption that some employees have established remote access to make it available and can therefore familiarise themselves with the information outside the employer's establishment, and also outside the framework of scheduled working hours. The second group can

be made up of employees who work from home or teleworking according to §52 of the Labour Code, and for this purpose, the employer has provided them with e.g. work tools or wearable electronics. In this regard, for the employer's purposes, it is recommended that they incorporate an acknowledgement into the employment contract or an addendum to the employment contract (a separate agreement) directly specifying a statement that the employee acknowledges that the prerequisites for the electronic delivery of information under §38a of the Labour Code, which creates legal certainty for this purpose and both parties. Despite the example given, it is assumed that the categories of employees defined in this way, to whom the employer will be able to deliver information in electronic form, will be defined in an internal company regulation or directly in the provisions of the collective bargaining agreement, as it constitutes an intervention into the exercise of employee and employer rights and obligations of employees, and the involvement of employee representatives when defining the scope of these employees is recommended.

- *may save it,* and

The wording of this condition is rather strange, as it would simultaneously require the employee to store the information received from the employer in a certain way. In principle, it is assumed that the employee accesses the information in question via a computer, which allows them to save this information in electronic form for later, repeated use, or to review it. At first glance, the somewhat questionable condition tries to replace the permanent nature of making information available as an alternative, if it is completed in writing and delivered to the employee, who can then access it repeatedly and use it for different purposes. Therefore, defining the condition that an employee can store such information comes close to this premise. However, the fulfilment of this condition does not require the employee to save this electronically delivered information, it is sufficient for the employer has created this option for them.

- *may print it*, and

Similar to the employee's ability to save electronically delivered information, the ability to print it is also tied to the employee's ability to retain this information for future use. Perhaps counter-productive to the electronisation of communication itself, it is questionable whether the information in paper form does not go against the intended saving costs and the general greater flexibility in the delivery of information between employee and employer offered by the online space. The ability to print information does not automatically oblige the employer to assign each employee a printer so they can print this information at any time they see fit. It simply aims to make this option available to an employee. Thus, if the employee has access to a shared printer at work or access to their printer at work, the condition in question is considered fulfilled. The ability to print does not always arise at the moment when the employer delivers such information electronically, and instead, the employee can print the information at some reasonable time.

- *the employer retains proof of its delivery or receipt*.

The employer's new obligation to keep proof of delivery or receipt of information delivered to an employee serves as a replacement for confirmation of the in-person collection of documents or proof of delivery in the form of a receipt from a postal enterprise. There are a considerable number of technological variants for storing these documents, and in no case is it assumed that the employer should keep these documents in paper form. It is sufficient for the employer to configure an IT solution that allows them to determine when such information was delivered to the employee and/or when the employee became acquainted with it for legal certainty. Given the high degree of modification to the delivery of information and methods for its delivery, it is therefore up to the employer to choose an appropriate method of storing this document.

Given the above, the application of §38a of the Labour Code for communication with collective labour relations is not anticipated in the form of a direct link; however, this does not preclude the employer and the trade union from agreeing on a specific method for delivering documents and information. The use of electronic communication in collective labour relations thus requires special arrangements. In the case of electronic communication, in principle, the agreed rules state that the written form of communication between the employer and the trade union has been preserved, especially in cases where a written form of the communicated information (notification) is required or is assumed due by its very nature. This primarily involves the exercise of the competencies of the relevant trade union body according to the relevant legal regulations, for joint decision-making (e.g. §84 or §87 of the Labour Code), negotiations under §237 of the Labour Code, sharing information under §238 of the Labour Code and controls by the relevant trade union body under §149 or §239 of the Labour Code. Electronic communication will thus be understood as sending an electronic message to the email addresses of persons authorised to receive documents addressed to the trade union (relevant trade union body) or the employer, while these email addresses must be indicated in these special agreements between the employer and the trade union.

However, to agree on streamlining communication, it is crucial to determine the moment of delivery of the document, agree on the deadlines for the performance of some action by the relevant trade union body or the employer, and subsequently determine the need/necessity of executing a reply. Determination of the moment of delivery of a document (including electronic messages) is key in initiating deadlines, for example, for the relevant trade union body (e.g. §74 of the Labour Code, §249 (9) of the Labour Code, etc.) or employer (e.g. §133 (3) of the Labour Code) to take a specific action. The most common form of determining this moment is a request for the receiving party of the electronic message to confirm the receipt of confirmation, which subsequently informs the sending party that the message has been read, thereby simultaneously defining the day from which the established deadlines commence; an arrangement for cases where a message from the employer with a request to initiate

negotiations and joint decision-making delivered to the trade union before the start of the weekend or other non-working day that the deadline periods commence on the first working day is no exception. In a smaller number of cases, the moment of delivery to the agreed email address is sufficient, but this does not guarantee that the recipient has read the message, or that the message was delivered to their email address at all. In the second case, both parties are exposed to the problem of failure of electronic communication and legal uncertainty, whether the other party has become aware of the need to act and that the corresponding deadline for its performance has commenced.

In the case of classic delivery, the moment of delivery is proven either by postal delivery or by the signature of a person authorised to receive mail on behalf of the concerned entity. Determining the deadlines for taking a specific action depends on relevant legal regulations, for example, according to the cited provisions of the Labour Code, or on the agreement of the employer and the trade union in a collective bargaining agreement or a special agreement if legislation does not establish any deadline for taking such action. A typical example of contractually agreed deadlines is joint decision-making or negotiations, for example, when concluding an agreement on unbalanced work schedules under §87 of the Labour Code, or renegotiation pursuant to §237, where the legislation does not establish any procedural deadlines. The determination of such deadlines concurrently anticipates that an agreement will be made concerning the receiving party's obligation to act, or the legal fiction of carrying out a specific procedural act if it is decided not to act for any subjective or objective reasons. The special arrangements of such agreements must therefore demonstrably establish whether and in which cases the receiving party must perform a counter-action on its part, or establish the presumption that if a counter-action is not taken with respect to the sending party within the established period and a response to the request is not delivered, for example, it is considered that the receiving party has no objections or does not agree with the matter in question or has taken note of the provided information, and so on. Determining this adequate response assumes that the sending party does not find itself in a state of legal uncertainty and, based on the agreed options for the receiving party to respond, can modify its current procedure or completely abandon it, etc.

The amended provisions of §38 (2) of the Labour Code mesh with the overall context of making this labour regulation more flexible and explicitly define a collection period for delivery of documents of 10 days pursuant to §38 of the Labour Code. Objectively speaking, this will resolve several disputed cases, where employers primarily used the option to abbreviate the collection period for employees per postal enterprise regulations, sometimes up to 5 days. In this case, legislators followed the currently valid model for delivery contained in the Civil Service Act, which also sets a general collection period of 10 days.

II. Trade union organisation's right to communication in legislation

It is probably not necessary to emphasise that a trade union's ability to communicate at the workplace is among the basic means available to perform its activity, both with providing information about its activities to employees at the employer's facility and within the framework of its substantive protection in the process of recruiting new members from rank-and-file employees, who then provide 1% of their net wages as their union dues. The inevitability of the need for communication follows, in contrast to other types of civil associations founded for other public benefit purposes[1] from the very provisions of labour regulations determined, for example, by the Labour Code, the Social Insurance Act, or the Occupational Health and Safety Act, which impose a broad range of obligations and delegate authority to trade unions, the foundation of which is interpersonal communication within individual labour law institutes from the beginning or end of the employment relationship, the protection of the rights of employees intended to prevent negative interference in their life and health and even modification of their labour rights. In some instances, the obligation tocommunicate specific information is given directly in relevant provisions of labour regulations or a contractual obligation from a collective bargaining agreement, when the trade union has the legal obligation to acquaint employees with the outcomes of the collective bargaining process.

Therefore, the exercise or just the ability to exercise the right to communicate for a trade union at an employer's establishment does not exclusively fulfil a "marketing" function aimed at recruiting members; instead, it also serves to provide general information to employees, and the trade union conducts such communication using its own internal trade union documents, and in the interests of the employees themselves. Understandably, the importance of securing the trade union's communication to its members, or employees, increases during tense periods or when there are disputes with the employer, typically when collective bargaining is underway and concerning situations that emphasise its importance, the need to ensconce specific rules for communication between the trade union and the employer increases as well. Given the level of social dialogue with the trade union, employers take different approaches to trade union communication. Some attempt to minimise it, or completely suppress it, justifying their actions by stating they are providing confidential information or are not meeting the employer's expectations within communication on a specific subject. Some employers do attempt and aid in this communication, by allowing them

1 The public benefit nature of trade unions as subjects of individual and collective labour relations is regulated in international documents to which the Slovak Republic is bound, and which create a basic legal, social and marketing framework for the operation of trade unions in the public space, i.e. the International Labour Organisation's Convention C087 concerning Freedom of Association and Protection of the Right to Organise and the International Labour Organisation's Convention CO98 concerning the Right to Organise and Collective Bargaining.

to communicate more difficult subjects to employees with the support of the trade union and thereby eliminate greater dissatisfaction among employees. While there is no significant legal regulation of trade union communication in general, certain starting points are provided by the commitment part of the collective bargaining agreement with the employer, if such agreement is concluded, or by the content of special agreements between the employer and the trade union in special agreements concluded pursuant to §51 of the Civil Code as part of the legal regulation of applying §240 of the Labour Code in the applied practice within the substantive protection of the trade union.

Regardless of if the employer has a positive or negative attitude or any interest in the trade union's communication at the workplace or in the online space with employees/members, in principle, for the first time in the framework of Slovak labour legislation, a legal framework (albeit general) was conceived that would regulate this area of contractual relations between employers and trade unions. While legislators stated in the explanatory memorandum, for instance, the implementation of this legal regulation as a reaction to the expanding use of remote work as a result of the COVID period (e.g. homework or teleworking according to §52 of the Labour Code), the adoption of the new provisions contained in §230b of the Labour Code will find much more significant use in collectively bargained labour relations among traditional employers[2].

Right to communication under §230b of the Labour Code

In contrast to the mentioned provisions, §230b of the Labour Code constitutes a clear legal framework for a trade union's right to communication, including conditions for its application, while it is possible to talk about the successive constitution of the employer's obligation to provide information if there is no agreement with the trade union on its application. However, the new provision does not create a homogeneous way of securing a trade union's right to communication but differentiates it according to the substantive nature of the communicated information. The basic boundary line distinguishes between information that relates to the existence and operation of the trade union itself at the employer's establishment and information that relates to the trade union's activities at the employer's establishment, while the employer's obligation to provide information concerns the first type of information. The provisions of §230b (1) of the Labour Code state "*A trade union operating at an employer's establishment has the right to address employees in a suitable manner for the purposes of offering them membership in it. The trade union shall agree with the employer on the manner in which employees are addressed. If an agreement is not reached, the employer is obliged to provide the employee with written information about the trade union operating at its establishment, to the extent of the basic details provided by the trade union to the employer, which include, in particular, the name,*

2 For some employers, especially the largest of the industrial sectors, the right to trade union communication is part of the provisions in the commitment part of the collective bargaining agreement. In this case, therefore, the new legal regulation will not affect them in principle.

registered office, website, e-mail address, social network profiles, telephone number and address of the reserved space within the employer's electronic information system, namely a) no later than seven days from the date of commencement of its operation at the employer's establishment, b) no later than seven days from the starting date of the employee's employment, if the trade union began to operate at the employer's establishment before the employee's employment began, c) no later than seven days from the day when the trade union requests it due to a change in its basic details, d) once per calendar year, no later than seven days from the day the trade union requests it." In general, and similar to §47 (2) of the Labour Code, the employee's right to know that a trade union is operating at their employer's establishment is created, either in the manner, the trade union agrees upon with the employer, or upon the fulfilment of the employer's duty to inform the employee within the specified material scope. An agreement on the implementation of this right to communication is preferred given the significant differences in the nature of the activities of trade unions among employers when taking into consideration their business activities.

The new provisions of the Labour Code do not further stipulate what is defined as the material scope of the information communicates about the trade union, even if we could derive the basic level of information from a later calculation of the content of the employer's duty to inform if an agreement is not reached with the trade union on the method of addressing employees. In this regard, the newly conceived provisions of §230b (1) of the Labour Code are inconsistently conceived as it meaninglessly confuses the content and form of communication with employees. While in the case of the drafting of the right itself, it is stated that it should be the right to adequately address the employee to offer membership in the trade union as determined by the content of the internal company regulations, the next sentence only states the requirement to agree on the actual addressing of employees with the employer (that is, it deals exclusively with the form, not the content of such addressing). However, further wording in the provision defines the material content of fulfilling the employer's obligation to provide information to employees when no agreement is reached, where the obligation to provide information to employees is fulfilled by providing contact information for the trade union, but not informing them about membership in a trade union itself, not even in the form of providing information e.g. on concluded agreements or collective bargaining agreements with trade unions. The scope of the trade union's right to communication thereby changes depending on the situation in which the trade union finds itself. If the form in which employees are addressed is agreed upon with the employer, i.e. they agree on participation in an introductory program in which the employer acquaints employees under §47 (2) of the Labour Code on all internal company documents, then the assumption of reaching such an agreement will be met. If the trade union agrees with the employer on a shared Intranet (creation of a separate section/directory), or the use of the employer's email addresses, then this obligation is also met. In these cases, the agreement with the employer only concerns the form of communication (addressing) the employees, not the content of

the communicated information, i.e. the trade union is basically not limited by the scope of shared information towards the employees and the employer does not even have the right to interfere in any way in the content of the shared information. Thus, the trade union can provide information about the benefits and conditions of membership, possible past experience with the employer, the level of legal or social protection provided to the employer, and benefits of the trade union, etc. If the employer wants to maintain a certain degree of at least supervision over the scope of this information, as a condition for concluding an agreement with the trade union in relation to addressing employees, the employer may for instance agree to participate in and attend these meetings or set a condition where the employer reviews the presentation (the nature of the information that will be sent to employees. In this case, it is not an intervention in the autonomous status of the trade union and its independent control; instead, it is a condition for concluding the agreement as defined in §230b (1) of the Labour Code. It is therefore highly recommended that the trade union conclude such an agreement with the employer rather than use the secondary emergence of its mandatory duty to inform employees. This is significantly determined by the nature of the mandatory shared information, which in principle, in the sense of the above, is limited only to the provision of information about the contact details of the trade union operating at the employer's establishment.

Therefore, the form of addressing employees is not mandatory, but it is assumed that this method will depend on the employer's activity, the designated place of work (level of use of homework or teleworking), or the fact whether employees perform work at a specific place of work, or the employer has several places of work. The "adequacy" of addressing employees thus has no legal meaning, but its content is created exclusively by the employer's own applied practice.

Failure to reach an agreement on the other hand causes the employer to have a secondary duty to inform to the extent specified, i.e. it obligates the employer to provide written information to employees within the specified time limits, while the fulfilment of this duty to inform can also be fulfilled in the form of providing electronic information pursuant to §38a of the Labour Code. §230b (1) of the Labour Code does not define the moment in which a disagreement may arise regarding the form and method of communication, which creates a similar problem as in other provisions of the ZP concerning the relationship between the employer and the trade union or trade unions with each other, e.g. a dispute over the operation of a trade union according to § 230a ZP (absence of a precise determination of the moment of disagreement on the person of the arbitrator or the emergence of doubts that the other trade union operating at the employer does not have its members among the employer's employees) or § 3a of the Labour Code (absence of a precise determination of the moment when trade unions do not act together and in mutual agreement). Therefore, even in this case, a wide range of disputes will arise, where the employer will claim that the dispute has not yet arisen and that they are trying to agree with the trade union on how they will exercise their

right, while the trade union will claim that the employer is deliberately prolonging the negotiation to avoid complying with its obligation to provide information under §230b (1) of the Labour Code.

Assuming that the employer's obligation to provide information is fulfilled, the defined deadlines for its fulfilment depend on various situations that may arise in the relationship between the employer and the trade union and the employee, while the wording of the legal provision is not exclusive in nature. As a result, this fact can cause the employer to fulfil their duty to inform in question multiple times during the calendar year, in the extreme case even more than 3 times, at the creation of an employee's employment, upon a change to trade union details, and upon trade union request, which results in the employee's duty to inform being fulfilled in triplicate, and which will cause a fundamental increase in the employer's administrative duties. Not to mention the fact that employees may not positively receive this fulfilment of their duty to inform and may even consider it harassment.

Compared to the formulation of §230b (1) of the Labour Code, the provisions of §230b (2) of the Labour Code stipulate the option for trade unions to communicate information to employees about their activities without the concurrent active involvement of the employers with the fulfilment of the obligatory duty to inform employees. The provisions of §230b (2) of the Labour Code state *"A trade union operating at an employer's establishment has the right to inform employees regarding its activities. The trade union shall agree with the employer on the manner in which it informs employees of its activities. If no agreement is reached, the employer is obliged to allow the trade union to publish notices about its activities in a place accessible to employees in an appropriate way. If employees have access to the employer's electronic information system, the obligation according to the third sentence is fulfilled if the employer reserves space in this system for the trade union."* In this case, the employer's obligation sounds more like a form of the mandatory substantive protection of the trade union itself in a similar formulation to the employer's obligations under §240 of the Labour Code. Therefore, in the event of a disagreement, the employer does not have to take active action with respect to employees as in the case of Subsection 1; instead, it must simply allow the trade union to share this information about its activities through some bulletin board or communication platform for employees. The appropriateness of the method of publishing information will depend, similarly as in the case of Subsection 1, on the nature of the employer's activity. In contrast to the previous provision, in this case, it is communication about the activity, i.e. the operation and performance of competence by the trade union at the employer's establishment. In this regard, the scope of the right to communicate by a trade union is not differentiated as in the framework of §230b (1) of the Labour Code and remains vaguely formulated, although constant. In the above case, for both an agreement and a mandatory obligation on the part of the employer, it is a form of communication rather than a change in the content of the given communication, because in both cases this information is created by the

trade union. Disseminating information about the activities of a trade union should be directed at providing objective information, e.g. the conclusion of agreements with the employer, or the collective bargaining process, the manner in which the trade union is exercising its competencies in specific labour law institutes (e.g. negotiated termination of employment under §74 of the Labour Code, or discussions regarding an unexcused absence for part or all of a work shift under §144a (6) of the Labour Code, etc.). In principle, it will mainly involve providing information about the activities of the trade union, which should motivate the employee to become a member of the trade union and feel the need for the protection that the trade union operating at the employer's establishment can provide.

Conclusion

While both newly conceived rights falling under the right to communication between entities in labour relations may be considered a significant step forward in the general electronisation of labour relations and the reinforcement of the IoT in the area of adopted legislation *de lege lata,* one cannot look positively at their eventual application into practice. The mentioned provisions of applicable legislation in many regards provide a vague formulation and permit various legal interpretations, which the authors have attempted to highlight in this scientific article. Therefore much will depend on the nature of the approach taken by the subjects of labour relations and whether they see the new legislation as a challenge and an opportunity to streamline and better configure their internal relations, or if the new legislation becomes the basis for creating further obstructions and hindrances to their mutual communication.

List of references

- BARANCOVÁ, H. 2016. Práva zamestnancov Európskej únie. Prague: Nakladatelství Leges, s.r.o., 2016. 724 p. ISBN 978 – 80 – 8971 – 025 – 6.
- BARANCOVÁ, H. 2017. Pracovné právo v digitálnej dobe a rozvoj kolaboratívnej ekonomiky = Labour law in digital time and development of collaborative economy. In Justičná revue. 2017.vol. 69, no. 10, pp. 1138-1154. ISSN 1335 - 5864.
- LACKO, M. 2015. Ústavnoprávny rozmer sociálnych práv. In Sociálna náuka Cirkvi a jej vplyv na pracovné právo. Prague: Leges, 2015. pp. 118-133. ISBN 978 – 80 – 7502 – 136 - 6.
- OLŠOVSKÁ, A. (ed.) 2014. Labour ipse voluptas. Pocta prof. JUDr. Helene Barancovej, DrSc. Kraków: Towarzystwo Słowaków w Polsce, 2014. 386 p. ISBN 978 – 83 – 7490 – 769 - 9.
- PACALAJOVÁ, N. – KUBINEC, M. Statutory bar on the right to exercise a mortgage under the conditions applicable in the Slovak Republic and comparison with the legal regulation of the Czech Republic. In DANUBE : law, economics and social issues review. Vol. 12, no. 3 (2021), pp. 224-238. - Warsaw: De Gruyter Poland, 2021, ISSN 1804-8285.
- PICHRT, J. - BOHÁČ, R. - MORÁVEK, J. (eds.). 2017. Sdílená ekonomika - sdílený právní problém? Prague: Wolters Kluwer ČR, 2017. 333 p., ISBN 978 – 80 – 7552 – 874 - 2.
- PICHRT, J. et al. 2013. Whistleblowing a související aspekty – mezinárodní konference. Prague: Wolters Kluwer, 2013. pp. 187 - 202. ISBN 978 – 80 – 7478 – 393 - 7.
- TOMAN, J. - ŠVEC, M. - SCHUSZTEKOVÁ, S. 2016. Zákon o kolektívnom vyjednávaní. Praktický komentár. Bratislava: Wolters Kluwer, 2016. 272 p. ISBN 978 – 80 – 8168 – 456 – 2.
- ŽUĽOVÁ, J. 2016. Používanie sociálnych sietí pri výbere zamestnancov (z pracovnoprávneho hľadiska). In Justičná revue. 2016, vol. 68, no. 6 - 7, pp. 729 - 736. ISSN 1335 – 5864.

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