STÁTNÍ ÚŘAD INSPEKCE PRÁCE

BASIC INFORMATION FOR FOREIGNERS ON EMPLOYMENT REGULATIONS APPLICABLE IN THE CZECH REPUBLIC

EMPLOYMENT - FORMATION AND CHANGES

Employment is established by a contract of employment made by and between an employee and an employer.

The Contract of employment: shall be made in writing; in the contract of employment the employer is obliged to agree with the employee on a certain job title, place of work and the date of commencement of the employment. If the contract of employment does not include provisions on rights and obligations arising out of the employment, the employer is obliged to notify the employee of them in writing within one (1) month from the formation of the employment.

The **probationary period** shall not be longer than three (3) consecutive months from the date of the formation of the employment, and no longer than six (6) consecutive months for chief officers; it cannot be extended additionally and its duration cannot be longer than one half of the agreed period of the employment.

Duration of employment: we distinguish between two types of employment: **employment for an indefinite period** of time where the duration of the employment is not limited and **fixed-term employment** where the duration of the employment is limited.

Changing of employment: a contract of employment may only be altered in writing and upon mutual agreement of the employer and the employee.

AGREEMENTS ON WORK PERFORMED OUTSIDE AN EMPLOYMENT RELATIONSHIP

The employer and the employees may enter into an **Agreement to Complete a Job** for a maximum of 300 hours per year or an **Agreement to Perform Work** provided that the scope of such work does not exceed a maximum of one half of the determined weekly working hours. Both agreements must be concluded in written form.

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TERMINATION OF EMPLOYMENT

Employment may be terminated only by:

Agreement: The agreement must be made in writing and the date of termination of the employment must be agreed therein.

Notice: The notice must be given in writing and delivered to the other party. The employment terminates only upon expiry of the notice period, which begins on the day on which the notice is delivered to the other contracting party and ends on the day bearing the same number as the day of delivery. **The employee** may give notice to the employer for any reason or without stating a reason.

The employer may give notice to the employee only on a ground stipulated by the Labour Code.

The employer must not give notice to the employee during the protective period: this means, for example, during temporary incapacity for work (sick leave), pregnancy, maternity and parental leave, and in other cases stipulated by law.

Termination with an immediate effect: Employment may be terminated with an immediate effect either by the employee or by the employer, however only for reasons specified in the Labour Code; termination of employment with an immediate effect must be made in writing, otherwise it shall be disregarded, and no notice period is provided in this case, but the employment terminates immediately at the moment of the notice delivery.

Termination during probationary period: Both the employer and the employee may terminate the employment during the probationary period for whatever reason or without stating a reason. Employment cannot be terminated during the probationary period within the first 14 days of temporary incapacity for work. The termination of employment during the probationary period must be made in writing. Employment shall then terminate on the day of the written notice delivery, unless a later date is specified therein.

Lapse of an agreed time in the fixed-term employment.

Employment terminates upon death of an employee.

Employment of foreigners terminates on the day of expiration of their residence in the Czech Republic on the basis of an enforceable decision on revocation of the foreigner's residence permit rendered by a competent authority, on the day when a judgement of the court imposing the sentence of expulsion from the Czech Republic comes into effect, or by the expiration of the period for which an employment permit has been issued.

In some cases, an employee is entitled to a **severance pay** upon termination of his/her employment.

At the termination of employment, or agreement to perform work, or agreement to complete a job the employer is always obliged to issue a **confirmation of employment** for the employee.

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THE EMPLOYER FAILED TO PAY A WAGE TO AN EMPLOYEE

Where an employee has not been paid a wage by the date determined by the employer in accordance with the Labour Code, the employee:

- shall request the employer in writing to pay the amount owed, stating the date for its payment,
- is entitled to terminate the employment with immediate effect if the wage is not paid within 15 days after the due date (e.g. the wage for January falls due by the end of February; immediate termination of the employment is therefore possible on 16 March at the earliest),
- is entitled to lodge a complaint with the labour inspectorate requesting an inspection,
- is entitled to bring an action for the amount owed before the competent court,
- in cases where the employer is registered with the Labour Office as a debtor subject to insolvency proceedings, shall turn to the Labour Office in the event of the employer's insolvency.

WORKING HOURS

The length of the stipulated **weekly working hours** is 40 hours. Employees working a two-shift schedule work 38.75 hours per week. Employees working underground in the extraction of coal, ores and non-metallic raw materials, in mine construction or at mining workplaces engaged in geological prospecting work 37.5 hours per week, as do employees working a multiple-shift or continuous work schedule. **The length of a shift** must not exceed 12 hours. For employees under 18 years of age the length of a shift on individual days must not exceed 8 hours and, where there are several employment relationships, the aggregate weekly working hours must not exceed 40 hours per week. For an employee under 15 years of age (or a juvenile employee who has not completed compulsory school attendance) the length of a shift on individual days must not exceed 7 hours and the weekly working hours must not exceed 35 hours per week.

A work break shall be provided after no more than 6 hours of continuous work (no more than 4.5 hours in the case of juveniles) and shall last at least 30 minutes.

Continuous daily rest must be at least 11 hours within 24 consecutive hours. Where the law so provides, this rest may be reduced to not less than 8 hours within 24 consecutive hours for an employee over 18 years of age, provided that the next rest period is extended by the amount of the reduction.

Continuous weekly rest means an uninterrupted rest period of at least 24 hours together with the continuous daily rest, which it must immediately follow, i.e. 35 hours in total.

Overtime work may be performed only in exceptional cases. Mandated overtime work must not exceed an average of 8 hours per week over a period of 26 consecutive weeks (52 weeks where so specified by a collective agreement) and 150 hours in a calendar year. Overtime work in excess of 150 hours may be required only with the employee's agreement.

HOLIDAY ENTITLEMENT

The holiday entitlement is at least 4 weeks in a calendar year. An employee who has been continuously employed by a given employer and has performed work for that employer to the extent of the stipulated weekly working hours in a calendar year for a period of 52 weeks is entitled to holiday in the length of the stipulated weekly working hours multiplied by the holiday entitlement in weeks.

If an employee has performed work for the employer **for at least 4 weeks** to the extent of the stipulated weekly working hours, he/she is entitled to a proportional part of the holiday.

In practice, holiday is taken in the number of hours corresponding to the length of the shift for which the holiday is taken.

The employer determines when holiday is to be taken; in doing so, the employer must have regard to operational reasons and to the legitimate interests of the employee. The employer is obliged to notify the employee in writing, at least 14 days in advance, of the period during which the holiday is to be taken.

Where the employment terminates, the employee is entitled to compensation for wage in respect of any holiday not taken.

AGENCY EMPLOYMENT

An employment agency temporarily assigns its employee to perform work for a client on the basis of a **temporary assignment agreement** entered into by and between the agency and the client; the aforesaid agreement has to be made in writing. The employment agency assigns an employee to perform temporary work with the client on the basis of a **written order** which must contain the following elements: corporate name and registered office of the client, place of work, duration of the temporary assignment, specification of a person in charge who will be authorized to impose tasks and jobs on the employee and check them, conditions of a unilateral statement of finishing the work before expiration of the temporary assignment, information about working conditions, and wage or salary conditions for a comparable employee of the client. The employment agency and the client are obliged to secure that the **working and wage conditions** for the temporarily assigned employee are not or would not be worse than those under which a comparable employee works or would work. **Time of temporary assignment** to perform work for the same client shall not exceed 12 consecutive calendar months. In the event that the employee ask for it himself/herself, or if the work is performed for the period of temporary replacement of an employee on maternity or parental leave, this time constraint will not apply.

POSTING OF EMPLOYEES

A posted worker (employee) is a worker (employee) who, for a limited period of time, performs work in the territory of any EU Member State other than the Member State in which the worker usually performs the work. If an employee of an employer based in another EU Member State is sent to work within the framework of the transnational provision of services in the territory of the Czech Republic, such an employee is subject to the legislation of the Czech Republic, concerning the following:

Maximum length of working hours and minimum length of breaks and rest;

Minimum holiday entitlement in a calendar year or its proportional part;

Minimum wage, relevant minimum rate of guaranteed pay for public sector employees, other wage components (i.e. wage or compensatory leave for overtime work; wage, compensatory leave or wage compensation for bank holidays; wage for work at night; wage and allowance for work in worsened work environment; wage for work on Saturday and Sunday);

Occupational safety and health;

Working conditions for pregnant employees, breastfeeding employees and employees up to the end of the ninth month after giving birth and minors;

Equal treatment of male and female employees, ban on discrimination;

Working conditions for agency employment.

Conditions of accommodation, if provided by the employer to the employee;

Compensations of travel expenses relating to the performance of work, whereat the regular workplace shall be the usual place of the work performance within the territory of the Czech Republic.

The above mentioned is not applicable if the rights arising out of the legislation of the EU Member State, from which the employee is posted to perform work under the system of international provision of services, would be more favourable to the employee. The favourability is considered individually for each right arising out of employment relationship independently. The above shall not apply if the total period of posting to the Czech Republic does not exceed 30 days in a calendar year.

Detailed information on the posting of workers is available on the SLIO website in the 'Posting of Workers' section.

OBSTACLES TO WORK ON THE EMPLOYEE'S PART

The employer shall excuse the employee's absence from work for the duration of important personal obstacles on the employee's part which temporarily prevent the employee from performing work.

If an obstacle to work is known to the employee in advance, he/she must ask the employer in good time to grant time off. **Otherwise the employee is obliged to notify** the employer of the obstacle and of its expected duration without undue delay. The employee must furnish the employer with proof of the obstacle to work.

Important personal obstacles to work are:

temporary incapacity for work; quarantine; maternity or parental leave; any period of caring for a child under 10 years of age or for another member of the household in the cases provided for by Section 39 of the Sickness Insurance Act, and any period during which the individual who otherwise cares for the child has undergone an examination or treatment at a health care facility which could not be arranged outside the employee's working hours and is therefore unable to care for the child.

Other important personal obstacles to work

An employee is also entitled to time off to the stipulated extent and, in certain cases, to compensation for wage in the amount of average earnings in the event of other obstacles to work affecting the employee personally.

These are the following obstacles:

examination or treatment; occupational medical examination, examination or vaccination related to the performance of work; interruption of traffic or delays to public transport; inability to travel to work; wedding; birth of a child; death; accompanying; funeral of a co-worker; moving house; seeking new employment.

OBSTACLES TO WORK ON THE EMPLOYER'S PART

Where an employee is unable to perform work:

- owing to a temporary fault for which the employee is not responsible, or owing to other operational causes, this constitutes dead time and, unless the employee is transferred to other work, he/she is entitled to compensation for wage or salary in the amount of at least 80 % of average earnings,
- as a result of an interruption of work caused by adverse weather conditions or a natural disaster, then unless the employee is transferred to other work, he/she is entitled to compensation for wage or salary in the amount of at least 60 % of average earnings,
- owing to obstacles on the employer's part other than dead time and interruptions of work caused by adverse weather conditions or a natural disaster, the employee is entitled to compensation for wage or salary in the amount of average earnings,
- owing to other obstacles in cases where the employer is unable to assign work to the employee to the full extent of the weekly working hours by reason of a temporary reduction in the sales of its products or a reduction in demand for the services it provides (partial unemployment). For this period the employee is entitled to at least 60 % of average earnings, provided that the employer and the trade union organization have agreed on this obstacle to work and on the reduction of the compensation for wage. If there is no trade union organization at the employer, the agreement between the employer and the trade union organization may be replaced by an internal regulation.

Where time spent on a business trip, or on a trip outside the regular workplace otherwise than in the performance of work duties, falls within working hours, the employee's wage or salary is not reduced for that time. If, however, the employee has lost wage or salary as a result of the method of remuneration, he/she is entitled to compensation for wage or salary in the amount of average earnings.

REIMBURSEMENT OF TRAVEL COSTS

Travel costs incurred in relation to the performance of work are any expenses incurred by the employee during his/her business trip, a trip outside the regular place of work and a trip made in relation to an extraordinary performance of work beyond the schedule of shifts in the place of work or regular place of work, in relation to the employee's transfer, temporary assignment, commencement of employment, or performance of work in a foreign country. The terms and conditions that may affect the reimbursement of travel costs and their amounts (the time and place of commencement, end of the business trip, place of fulfilment of work tasks, means of transport and accommodation), must be specified by the employer in advance in writing, taking the employee's legitimate interests into account. Such reimbursement of travel costs may be provided to an employee who performs work for his/her employer on the basis of the agreements to perform work or to complete a job only if this right is stipulated in the relevant agreement. The employer is obliged to provide the employee with an accountable payment in advance of the business trip up to the expected amount of travel costs, however, the employer may agree with the employee that the payment in advance will not be provided. The reimbursement of travel costs applies to any use of the determined means of public transport in the proven amount or in the amount equivalent to the price of travel by the determined means of transport. If the employee, upon the employer's request, uses his/her own road motor vehicle, the employee is entitled to receive basic rate reimbursement for every 1 km of the ride and reimbursement for the fuel used.

Reimbursement of accommodation costs

The employer shall reimburse the employee´s accommodation costs in the provable amounts.

Meal allowance

The employer shall provide the employee working for employers in the business branch with a meal allowance for each calendar day of the business trip in the minimum amount as follows:

- CZK 155.00 if the business trip takes 5 to 12 hours;
- CZK 236.00 if the business trip is longer than 12 hours but up to a maximum of 18 hours;
- CZK 370.00 if the business trip is longer than 18 hours.

If during the business trip a meal (breakfast, lunch or dinner) is supplied to the employee to which he/she does not contribute financially the employer is then entitled to reduce the meal allowance for each free meal as follows:

- 70 % of meal allowance if the business trip takes 5 to 12 hours;
- 35 % of meal allowance if the business trip is longer than 12 hours but up to a maximum of 18 hours;
- 25 % of meal allowance - over 18 hours.

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Reimbursement of necessary incidentals

In relation to the business trip the employee is further entitled to the reimbursement of any necessary incidentals in the amount proved by the employee or corresponding to the cost of things and services usual at the time and place of the business trip (parking fees, ferry fares, phone charges, charges for sending a telegram, fax, etc.).

REMUNERATION FOR WORK AND REMUNERATION RESULTING FROM AGREEMENTS

For work duly performed an employee is entitled to a wage, salary or remuneration from the relevant agreements to perform work or from agreements to complete a job.

A wage and a salary are paid according to the difficulty, responsibility and complexity of work, according to the demands of working conditions, work efficiency and work results achieved.

All employer´s employees are entitled to the same wage, salary or remuneration resulting from the relevant agreements for the same work or work of the same value.

Wage is due after the performance of work, no later than in a calendar month following the month, in which the right to the wage or any of its components has arisen to the employee.

Minimum wage is the lowest permissible amount of the remuneration for work. For this purpose, a wage or a salary does not include any bonuses for overtime work, for work on public holidays, night work, work in worsened working environments and for work on Saturdays and Sundays. The basic rate of the minimum wage is CZK 22,400.00 for 40 hours of work per week, i.e. CZK 134.40 per hour.

Should the wage, salary, or remuneration from the relevant agreements not reach the minimum wage the employer is obliged to pay the employee a supplement.

WAGE

Wage is agreed upon in a collective agreement, contract of employment or any other contract or alternatively it is specified by the employer in an internal regulation or a pay sheet. On the date of commencement of the employment, the employer is obliged to issue a written pay sheet to the employee, which must include information on the method of remuneration and the date and place of payment, unless they are contained in the contract of employment or an internal regulation. In case of any changes in the stated facts stated in the employer is obliged to notify the employee of any such change in writing no later than on the day this change comes into effect. An achieved wage and an allowance or a compensatory leave will not be granted, if the wage is already agreed upon considering a potential overtime work (max. 150 hours) provided that the scope of overtime work is agreed upon at the same time.

In case of **overtime work**, an employee is entitled to a wage and a bonus of at least 25 % of average earnings or time off in lieu of money for the overtime work.

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For work on public holidays (*1), an employee is entitled to the relevant wage and time off with wage compensation up to the amount of average earnings or a bonus to the attained wage in the amount of at least average earnings.

For night work (*2), an employee is entitled to the attained wage and a bonus of at least 10 % of average earnings unless the parties agree otherwise.

For work in a worsened working environment (*3) an employee is entitled to the attained wage and a bonus of at least 10 % of the basic minimum wage for each impact worsening the environment.

For work on Saturdays and Sundays (*4), an employee is entitled to the attained wage and a bonus of at least 10 % of average earnings. However, a different minimum amount or a method of bonus determination may be agreed on.

REMUNERATION FOR BEING ON-CALL

An employee is entitled to the remuneration of at least 10 % of average earnings for the time of being on call.

REMUNERATION RESULTING FROM AGREEMENTS

The amount of remuneration resulting from an agreement and the conditions for its provision are negotiated in an agreement to perform work or an agreement to complete a job. The above points (*1 to *4) apply in the same manner, whereby the remuneration under the agreement shall be treated for these purposes as a wage and the amount of remuneration must not be lower than the minimum wage.

EQUAL TREATMENT IN THE WORKPLACE

Employers are obliged to ensure equal treatment of all employees with respect to their working conditions, remuneration for work, provision of any other pecuniary payments and performance of monetary value, specialist training and the opportunity to achieve a professional or other promotion in employment. The employer must, for example, avoid making differences in pay between employees who perform the same work or work of the same value. The employer also cannot, for example, differentiate between employees when granting various benefits (e.g. meal vouchers, contributions to various insurance of employees, etc.).

No discrimination is allowed in employment relationships. An employee has the right to be treated equally as other employees and to not be discriminated against namely

because of gender, sexual orientation, race or ethnic origin, nationality, citizenship, social origin, lineage, language, health condition, age, religion or faith, property, marital and family status and relationship or obligations towards family, political or other opinions, membership and activities in political parties or political movements, in trade union organizations or employers organizations; discrimination because of pregnancy, motherhood, fatherhood or gender identity is deemed gender discrimination.

PROTECTION OF PERSONAL RIGHTS OF EMPLOYEES AND PROTECTION OF EMPLOYER´S PROPERTY INTERESTS

Employees are forbidden to use any production or working devices, tools and equipment of the employer, including computers and telecommunication equipment, for their personal needs without the consent of the employer.

The employer shall not in any case invade the privacy of an employee at the workplace and in common areas without a serious reason pertaining to the special nature of the employer´s business activity. Namely, the employer shall avoid either explicit or secret pursuing, observing, monitoring or recording of the employees and their phone calls, checking their e-mails or other correspondence addressed to an employee. The employer is not allowed to observe his employees at work through the surveillance camera system unless a serious reason exists, pertaining to the special nature of the employer´s business activity. The serious reason pertaining to the special nature of the employer´s business activity is not usually established or constituted during the production of ordinary products.

The employer shall not require any information which does not closely relate to the performance of work and to the employment relationship of an employee.

STATE LABOUR INSPECTION OFFICE INFORMATION ON PERFORMANCE OF DEPENDENT WORK

Illegal work is work which bears the characteristics of dependent work set out in the Labour Code and is performed by a natural person outside a labour-law relationship, or by a foreign national who has no permit to be employed (or who works contrary to such a permit), or who works contrary to an employee card, a blue card or an intra-company employee transfer card issued under the Act on the Residence of Foreign Nationals in the Czech Republic, or without holding any of these cards, or without a valid authorization to reside in the Czech Republic. The length of time for which such work is performed is immaterial to whether it constitutes illegal work.

Dependent work is defined by the Labour Code as work performed in a relationship of superiority of the employer and subordination of the employee, in the employer's name and on the employer's instructions, which the employee performs for the employer personally. Dependent work must be performed for a wage, salary or remuneration for work, at the employer's cost and responsibility, during working hours at the employer's workplace or, as the case may be, at another agreed place. Dependent work may be performed exclusively within a basic labour-law relationship, the basic labour-law relationships being employment (established by a contract of employment) and legal relationships established by agreements on work performed outside an employment relationship (these being the agreement to complete a job and the agreement to perform work).

Notification obligation prior to the commencement of work (undeclared work)

Undeclared work is work performed by a foreign national (a person referred to in the first sentence of Section 87(1)) where the employer has failed to fulfil its obligation to inform the competent regional branch of the Labour Office of that person's commencement of employment or of the performance of work, and to do so no later than before the moment at which that person commences the employment or the work, and further work performed by a natural person whom the employer has failed to enter in the register of employees under the Act on Single Monthly Employer Reporting.

COMPETENCE OF LABOUR INSPECTION AUTHORITIES

Act No. 251/2005 Coll., on Labour Inspection, as amended, regulates the establishment and status of the labour inspection authorities as inspection bodies in the area of employment, compliance with and protection of labour-law relationships and working conditions, the competence and jurisdiction of the labour inspection authorities, the rights and obligations of inspectors and inspected persons in the course of an inspection, and sanctions for breaches of the stipulated obligations.

The State Labour Inspection Office and the regional labour inspectorates **are authorized**:

- to inspect employers' compliance with the obligations arising from legal regulations,
- to require the rectification of any shortcomings identified,
- to impose fines.

The State Labour Inspection Office and the regional labour inspectorates **are not authorized**:

- to deal with the satisfaction of employees' individual claims against the employer (for example, enforcing payment of wages, enforcing the issue of a confirmation of employment, resolving disputes as to the invalidity of legal acts such as a notice of termination, non-recognition of an occupational accident, etc.),
- to issue opinions on and interpretations of individual provisions of labour-law regulations.

What can an employee do if he/she believes that **the employer is not complying with labour-law regulations**?

- he/she may attend the advisory days at the nearest regional labour inspectorate in person,
- he/she may send a query or lodge a complaint requesting an inspection through the Labour Inspection Portal: mpsv.gov.cz/app/suip-portal

The information is available on the website of the State Labour Inspection Office:

suip.gov.cz/web/suip/kompetence-v-oblasti-pracovnepravnich-vztahu

The State Labour Inspection Office has issued information materials concerning selected areas of the Labour Code; the information is available on the website of the State Labour Inspection Office:

suip.gov.cz/web/suip/informacni-letaky

Further information on the activities of the State Labour Inspection Office in the area of the protection of employment relationships and working conditions, on inspections arising from the Act on Employment and in the area of occupational safety and health is available on the website suip.gov.cz or from the regional labour inspectorates, whose addresses are provided on that website.

Where can a foreign national employed in the Czech Republic turn if **he/she is being exploited at work by the employer**? (The employer pays only a very low wage or withholds his/her wage, forces him/her to work under degrading conditions, does not respect his/her fundamental rights enshrined in the Labour Code, intimidates him/her, confiscates his/her documents.)

- to the crisis assistance service – the specialized non-profit organization **La Strada ČR**, o.p.s.: strada.cz
- to the civic association **Centrum pro integraci cizinců** (Centre for the Integration of Foreigners): cicpraha.org
- to the non-profit organization **Sdružení pro Integraci a migraci** (Association for Integration and Migration): migrace.com

The State Labour Inspection Office would like to inform you that in case your personal data is processed in the course of its inspection and ensuing activities, the basic information about the nature of such processing is available on the website www.suip.gov.cz in the section titled "GDPR".

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