



POCKET GUIDE TO EMPLOYMENT LAW



Evropská unie
Evropský sociální fond
Operační program Zaměstnanost



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This material provides a basic understanding of the law and duties of employees. It is not intended to replace full-fledged legal advice.



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A FEW RULES TO BEGIN WITH

- 1. Before starting work, ensure that you have signed the employment contract and understand the working conditions.*
- 2. As agency workers, you are entitled to the same conditions as employees who work directly for the employer to whom the agency has assigned you.*
- 3. Do not share your personal documents with other people without a valid reason.*
- 4. Be cautious when accepting job offers.*
- 5. If you are in trouble, don't hesitate to seek legal help, which can be provided by trade unions or non-profit organizations.*



**BASIC
PRINCIPLES**

EQUAL TREATMENT IS ESSENTIAL!

Employees are protected by law as the weaker party in a contract, sometimes even against their will. For example, they cannot waive their rights to wages or severance pay and are entitled to safe working conditions. Employers are obliged to ensure equal treatment for all employees in terms of working conditions or remuneration. Discrimination of any kind is prohibited, particularly on the grounds of sex, race, ethnic origin, nationality, citizenship, political affiliation or trade union membership. Equal treatment must also be extended to agency workers, whose working conditions and pay must not be worse than those of comparable permanent employees.

More **§ 16** and **§ 309** of the Labour Code



EMPLOYMENT CONTRACT

FIRST THE CONTRACT, THEN THE JOB!

The employment contract must be in writing before your employer assigns you work. Thus, you should refuse „trial jobs“ without a written contract. According to the law, an employment contract must always contain 3 basic provisions: the type of work (what you will do), the place of work (where you will do it), and the starting date (from when you will do it). Other clauses – such as the amount of pay – can be in the employment contract but are not a condition of its validity.

FIXED-TERM EMPLOYMENT CONTRACT. WHAT DOES IT MEAN?

A fixed-term employment contract may be agreed upon for a maximum of 3 years and may be extended or repeated no more than twice. Exceptions to these limits may be negotiated between the employer and trade union. If the employer does not have a trade union, the employer may provide an exception through internal regulation, but must comply with the legal standards for such an exception.

FIXED-TERM EMPLOYMENT FOR FOREIGNERS

The restrictions listed on the previous page apply to foreigners who have free access to the labour market in the Czech Republic, such as those under temporary protection. Conversely, these restrictions do not apply to foreigners employed on the basis of an employee card, intra-company employee transfer card, blue card or employment permit. These cards and permits are issued only for a fixed period (maximum of 2 or 3 years, depending on the type of card or permit) and the employment relationship can only be agreed upon for the duration of the card or permit's validity. If the card or permit is extended, the employment relationship can be renegotiated for a fixed period without any limitations.

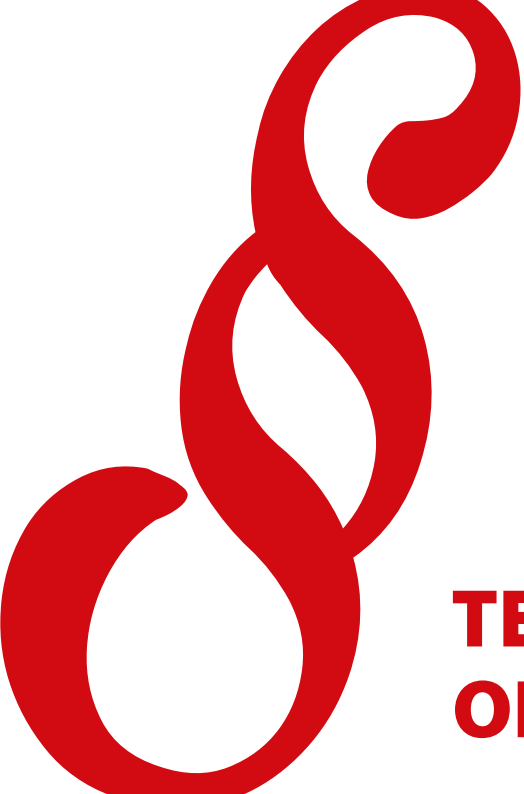
WHAT ABOUT THE PROBATIONARY PERIOD?

During the probationary period, employer and/or employee may terminate the employment relationship through written cancellation with no reason given. The probationary period may not be longer than half of the agreed period (for example, in the case of a 4-month employment relationship, the probationary period may not be longer than 2 months). Otherwise, the probationary period may not be longer than 3 months, and for senior employees, it may not exceed 6 months. The probationary period must be agreed upon in writing by the start date. It cannot be subsequently extended, but it shall be extended automatically by a full day's absence from work (e.g., a full day's visit to the doctor) or by days of leave.

More **§ 35** and **§ 66** of the Labour Code

**MY EMPLOYER WANTS ME TO PAY FOR THE
INITIAL MEDICAL SCREENING AND TRAINING.
DOES HE HAVE THE RIGHT TO DO THAT?**

The employer certainly does not have the right to do so. The employer bears the cost of the initial medical examination of any employee. Similarly, the employer has no right to be reimbursed for the initial training cost, which is considered an employee's work performance. Employees are entitled to wages for training, so you should receive money, not pay it.



TERMINATION OF CONTRACT

WHEN CAN MY BOSS FIRE ME?

During the probationary period, your employment can be terminated at any point without the employer justifying the termination. Otherwise, your employer can't just fire you. They must follow the law, which contains several causes for termination, such as redundancy caused by an organizational change, loss of medical fitness to work, unsatisfactory performance, or breach of duties. If you've been fired, see how your boss justified it and check the law or consult a lawyer.

SHOULD I SIGN A TERMINATION AGREEMENT?

A termination agreement means that you and your employer agree to end your employment. Your boss cannot force you into a termination agreement. You should only sign a termination agreement if you agree to it. If you agree to the agreement without giving reasons, you could lose your right to severance pay and full unemployment benefits.

WHEN WILL I GET MY SEVERANCE PAY AND HOW MUCH IS IT?

Whether you leave your job by agreement or your boss dismisses you, you must always receive severance pay if your employer terminates your employment for organizational reasons or if you lose your medical capacity due to an accident at work or occupational disease. The amount of severance pay depends on how long you worked for your employer. If you have worked for less than 1 year, you are entitled to one average payout; from 1 to 2 years, you are entitled to at least two payouts; 2 years or more, you will receive at least three payouts. If you were in an accident at work or have an occupational disease, you must get at least 12 average payments.

More **§ 67** of the Labour Code

I DIDN'T GET A BONUS, CAN I DEFEND MYSELF?

It's more complicated than that, and always depends on the circumstances. Employers often refer to bonuses or rewards as non-reward components, which are only granted at the manager's or employer's discretion. However, if the bonus was tied to a criterion and that criterion was met (completion of a task, meeting a performance requirement, etc.), you may have an enforceable right to payment of the bonus. Even when granting bonuses, the employer must comply with equal treatment.

MY EMPLOYER CHARGED ME FOR BEING LATE. IS THIS LEGAL?

It's not! Your boss cannot fine you or dock your pay for being late to work. However, consistent violations of an employee's duties can lead to termination of employment... So it's a good idea to avoid being late as much as possible.

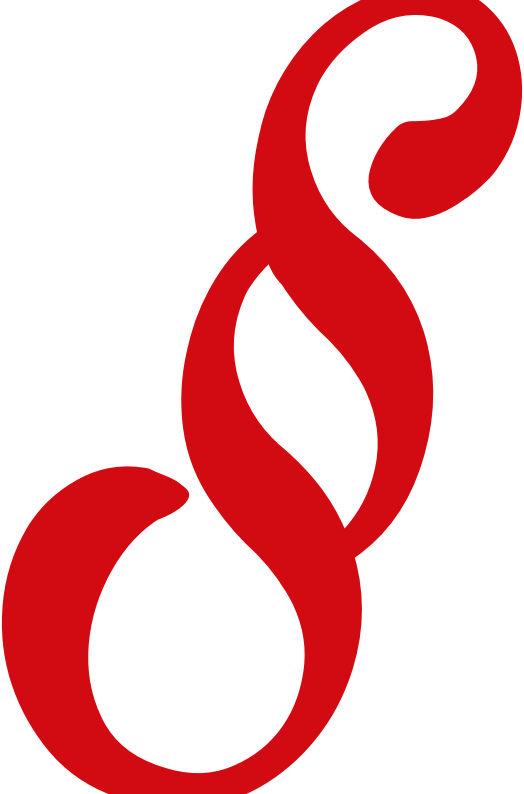
More **§ 346b** of the Labour Code

MY EMPLOYER OWES ME WAGES. WHAT CAN I DO?

Your employer can be fined heavily by the Labour Inspectorate if you report such behaviour. However, only a court will be able to settle the wages owed. As an employee, you have the right to terminate your employment immediately if your employer fails to pay you wages, even 15 days after the due date. The time limit is complicated to calculate, so let's use an example: say you must be paid for your work in March by April 30. If you do not have your wages 15 days after the due date, you can terminate your employment contract on May 16.

TERMINATION OF EMPLOYMENT OF FOREIGNERS

If you are a non-EU national or a family member of an EU national, your employment can be terminated through methods such as notice or mutual agreement. However, such employment relationship may also end when the foreigner's right to reside in the Czech Republic is terminated. This most often occurs when the employment permit or relevant employment card expires, but it can also happen if an administrative decision revokes the residence permit or if a judicial expulsion penalty is imposed. On the date the foreigner's right of residence expires, their employment relationship also automatically ends.



WORK SCHEDULE

CAN I REFUSE TO CHANGE MY WORK SCHEDULE?

The working hours are scheduled in writing by your employer, who must give you at least 2 weeks' notice of the schedule or 1 week's notice in the case of a working time account. At other times, your boss can only tell you about your work schedule or any changes to it if you agree to it. So if your employer wants to change your schedule from one day to the next, you can refuse and insist on keeping the original schedule.

WHAT ABOUT OVERTIME?

The employer may assign overtime from day to day or hour to hour, but only for serious operational reasons! As ordered by law, overtime may not exceed 8 hours per week and 150 hours per year. However, you and your boss may agree on more overtime hours, which creates an overtime arrangement. However, the rule is that, on average, overtime should not exceed 8 hours per week over six months. You must be properly remunerated for your overtime work - in addition to the hourly overtime pay you earn, you must also be paid at least 25% of your average earnings, or you can agree with your boss to take time off in lieu of overtime pay.

More **§ 93** and **§ 114** of the Labour Code



HOLIDAYS

WHAT IS MY HOLIDAY ENTITLEMENT?

The minimum leave period under law is 4 weeks for most employees unless a longer leave entitlement is agreed upon. There are also exceptions: public sector workers have 5 weeks' holiday, teachers have 8 weeks, and people in demanding jobs (such as miners or rescue workers) are entitled to 1 week of additional holiday. A week of leave is the number of work hours per week according to the employee's schedule. When you finish work, you will either use your leave or have it cashed in.

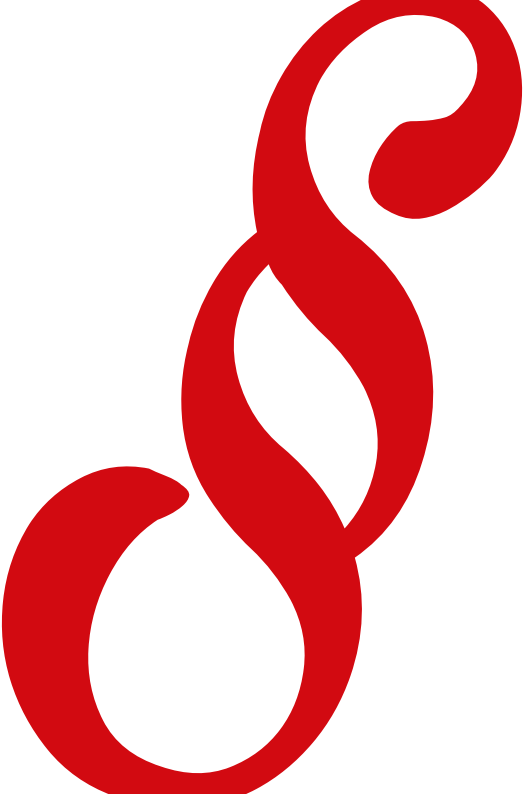
More **§ 212** of the Labour Code

CAN I SET MY OWN VACATION DAYS?

The determination of vacation days is entirely at the employer's discretion! The employer is thus not obliged (with legal exceptions) to grant your request to take leave on your chosen date. When your employer sets a holiday date, he must give you at least 14 days written notice unless you have agreed to a different written notice period.

HOW MUCH DO I GET PAID DURING MY VACATION? CAN I BE REIMBURSED FOR MY UNUSED VACATION TIME?

You will be paid your average salary during your leave period. Reimbursement of unused days is not possible unless you quit your job.



**ACCIDENT
AT WORK**

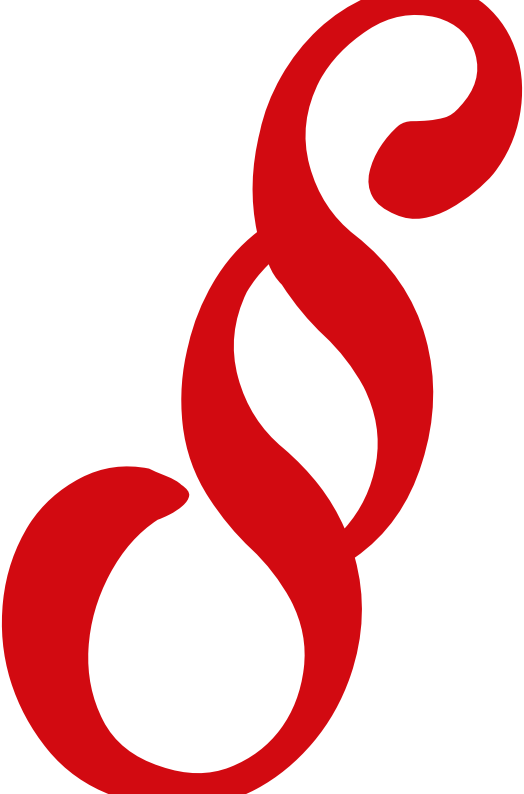
WHAT IS AN ACCIDENT AT WORK?

An accident at work is an injury to an employee's health or the death of an employee if it is caused independently of their will by a sudden, violent exposure to external forces at work or due to the performance of work tasks. An accident at work does not occur to an employee to or from work.

More **§ 271k** of the Labour Code

WHAT DO I DO IF I HAVE AN ACCIDENT AT WORK?

Whether the accident happens to you or a colleague, you first must report the accident to your supervisor (if your health allows it) and cooperate in explaining the cause. A person with a work-related injury should receive compensation, which may include medical costs, pain and suffering, compensation for loss of amenity, damages in kind, or compensation for loss of earnings. If your boss disputes your damages claim, consult a lawyer about the next steps.



**WHO WILL
HELP ME
DEFEND
MYSELF?**

WHY UNIONS?

We defend your interests. We are experts in labour law and represent our members in court for free, monitor workplace health and safety, and negotiate with employers to improve working conditions.

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