

REMUNERATION FOR BEING ON CALL

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

REMUNERATION FROM AGREEMENTS

The amount of remuneration from an agreement and the conditions for its provision are negotiated in the agreement to complete a job or in an agreement to perform work and the level of remuneration from agreement to complete a job as well as from an agreement to perform work must not be lower than the minimum wage.

Further information is available on the following website: www.suip.cz, or with the regional labour inspectorates, addresses of which are provided on the above-mentioned website.

State Labour Inspection Office,
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BASIC INFORMATION FOR FOREIGNERS ON LABOUR-LAW REGULATIONS APPLICABLE IN THE CZECH REPUBLIC

COMMENCEMENT OF AND CHANGES TO EMPLOYMENT

Employment is constituted by an employment contract concluded between the employer and the employee. Employment contract: shall be concluded in writing; in the employment contract, the employer shall agree with the employee on the type of work, place for the performance of work and commencement date for starting work without which the contract would be void; if the employment contract does not include information on rights and responsibilities following from the employment, the employer must inform the employee about these in writing within 1 month from the commencement of the employment. Probation period: the maximum length of the probation period shall be three months otherwise, it is void; it is possible to agree on it in a valid way on the date on which employment commences at the latest. Duration of employment: employment is differentiated as follows: for an indefinite term, when the time of employment is not limited, and for fixed term, when the duration of employment is limited. Changes to employment: it is possible to change an employment contract only in writing and only in cases where both the employer and the employee agree on it.

AGREEMENTS ON WORK PERFORMED OUTSIDE AN EMPLOYMENT RELATIONSHIP

The employer can also conclude with employees: an agreement on work performance provided that the scope of such work performance does not exceed 150 hours in one calendar year, or an agreement on working activity provided that the scope of such working activity does not exceed one half of the stipulated weekly working hours.

EMPLOYMENT TERMINATION

Employment can be terminated only by:
Agreement – shall be made in writing and the agreement shall include a date of employment termination agreed on. Notice - shall be made in writing and it shall be delivered to the other party. Employment ends after the notice period, which is at least two months, has expired. An employee can give notice to the employer for any reason or without stating a reason. An employer can give notice to an employee only for a reason stated in the Labour Code. An employer shall not give notice to an employee during the protective period. Immediate termination – both an employer and an employee can terminate employment with immediate effect, however only for reasons defined in the Labour Code, immediate employment termination shall be carried out in writing, in this case no notice period runs, but the employment is terminated immediately by

delivery of the termination. Termination during the probation period – both the employer and the employee can terminate the employment during the probation period for any reason or without giving a reason. Employment cannot be terminated during probation period in the first 14 days of temporary incapacity to work. Expiration of the negotiated period. Employment of foreigners ends: on the day when residence in the Czech Republic ends on the basis of an enforceable decision of a relevant authority on the termination of their residence permit, on the day when a judgement compelling the sentence of banishment from the Czech Republic comes into effect or by expiry of the time, for which an employment permit had been issued. In some cases, an employee is entitled to severance pay upon termination of employment. Upon termination, the employer is obliged to issue a certificate of employment for an employee.

THE EMPLOYER FAILED TO PAY A WAGE TO AN EMPLOYEE

Should the employer fail to pay a wage to an employee within a due date, then the employee:

- shall request the employer to pay the outstanding sum in writing together with the stipulated due date,
- shall be in a position to terminate employment if a wage is not paid within 15 days as of the due date,
- can initiate inspection carried out by the Labour Inspection Office,
- can bring legal action,
- can appeal to the employment agency in case of the employer's insolvency.

WORKING HOURS

The length of the stipulated weekly working hours shall not exceed 40 hours per week. With employees, who are on a two-shift pattern (schedule) of work, the length of the stipulated weekly working hours shall not exceed 38.75 hours per week. With employees who work underground on extraction of coal, ores or non-metallic raw materials, or on construction of mines, or who are engaged in geological prospecting on mining sites, and with employees, who are on a three-shift or continuous pattern (schedule) of work, the length of the stipulated weekly working hours shall not exceed 37.5 hours per week. With employees, who are under the age of 18 years, the length of a shift in individual days shall not exceed 8 hours a day, and in case of two or more labour relationships, the length of the stipulated weekly working hours shall not exceed in total 40 hours per week. In case of even schedules of working hours, the length of a shift shall not exceed 9 hours, in case of uneven schedules of working hours, the length of a shift shall not exceed 12 hours. Work break lasting at least 30 minutes shall be given to an employee who has been working continuously for six hours at the utmost (an adolescent shall be given such a work break after having been working continuously for 4.5 hours at the utmost).

permissible amount of remuneration for work performed. For this purpose, a wage or a salary shall not include any premium payment for overtime, work on public holidays, night work, work in arduous working environment and for work on Saturdays and/or on Sundays. The basic rate of minimum wage is CZK 8,000 for 40 hours of work a week that is CZK 48.10 per hour. Should the wage, salary or remuneration from agreement not equal the minimum wage, the employer must pay the employee an undercharge. Guaranteed wage is a wage or salary to which the employee has become entitled in line with the Labour Code, contract, internal procedure, wage or salary sheet. The lowest level of guaranteed wage must not be lower than the amount of the basic minimum wage. Should the wage or salary of the lowest level not reach the level of guaranteed wage, the employer must pay the employee an undercharge.

WAGE

Is negotiated in a collective agreement, work contract of a different contract, or it is determined by the employer in an internal regulation or a wage sheet. On the day of commencement of work the employer must issue the employee with a written wage sheet which includes information on the form of remuneration, the date and place of wage payment, unless this information is included in the contract or an internal regulation. Should there be changes in the facts stated in the wage sheet, the employer must inform the employee about these changes in writing and at the latest on the day from which the change comes into force. 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 for overtime work. For time worked during a holiday the employee is entitled to the attained wage and time off in lieu to the amount of work carried out during a holiday with reimbursement of wage equal to the amount of average earnings, or a bonus towards an attained wage to the amount of at least average earnings instead of time off in lieu. For night work, the employee is entitled to the attained wage and a bonus of at least 10% of average earnings unless agreed otherwise in a collective agreement. For work in a difficult work environment, the employee is entitled to the attained wage and a bonus of at least 10% of average earnings of the basic minimum wage for each impediment. For work on Saturday and Sunday the employee is entitled to the attained wage and a bonus of at least 10% of average earnings. A different amount or way of determining a bonus can only be negotiated in a collective agreement.

WAGE OR SALARY FOR PERFORMANCE OF ALTERNATIVE WORK

If an employee is transferred to work other than agreed (alternative work) and is entitled to a lower wage or salary for performance of this alternative work, for the period of this transfer the employee is entitled to cash payment of up to the difference between his average earnings attained before the transfer and his earnings after such transfer.

for the given means of transport. If the employee, at the request of the employer, uses own road motor vehicle, they are entitled for every 1 km travelled to receive a basic reimbursement and reimbursement for the fuel used. Reimbursement of travel expenses to visit a family member With a business trip longer than 7 calendar days the employer will reimburse the employee's return travel expenses to visit a family member in their place of residence or in a different place of residence of the family agreed in advance when the highest amount is consistent with travel expenses to the place of work or regular place of work or place of residence within Czech Republic; an amount which is most favourable for the employee is regarded as limiting. The employer will provide this reimbursement within the fourth week at the latest from the commencement of the business trip or from the last visit of the family member, unless a shorter period is agreed upon. Reimbursement of accommodation expenses The employer will reimburse the employee's proven accommodation expenses, which they incurred in line with the conditions of the business trip. Subsistence allowance: the employer will provide the employee with subsistence allowance for each calendar day of the business trip to the amount which for employer's from the enterprise sphere is at least:

- CZK 60.- if the business trip takes 5 – 12 hours,
- CZK 92.- if the business trip is longer than 12 hours but no longer than 18 hours, CZK 144.- if the business trip is longer than 18 hours.

If during the business trip a meal (breakfast, lunch or dinner) was provided to the employee, for which they did not financially contribute, the employer is entitled to cut back on the subsistence allowance for each meal by up to:

- 70% of subsistence allowance – 5 – 12 hours,
- 35% of subsistence allowance – 12 – 18 hours,
- 25% of subsistence allowance – over 18 hours.

Reimbursement of necessary incidentals

The employer will reimburse necessary incidentals or expenses consistent with the cost of things and services usual for the time and place of the business trip (parking fees, ferry fare, phone charges, sending a telegram, fax, etc.) in connection with the business trip to the amount proven by the employee to the employer.

REMUNERATION FOR WORK AND REMUNERATION FROM AGREEMENTS

An employee is entitled to a wage, a salary or remuneration from agreements for work performed. A wage and a salary are provided according to complexity, responsibility and difficulty of the work, according to the difficulty of working conditions, according to work performance and achieved work results. All employer's employees are entitled to the same wage, salary or remuneration from agreement for the same work or work of the same value. A wage or salary shall be payable after the performance of work, namely latest in the calendar month following the month when an employee's entitlement to his wage or salary, or one of its components, arose. Minimum wage shall be the minimum

Continuous rest period between shifts shall be at least 12 hours within 24 consecutive hours. A continuous rest period in a week in the course of every period of seven consecutive days shall last at least 35 hours (with adolescents such a period shall last 48 hours). Overtime work may be performed only exceptionally. Ordered overtime work shall not exceed on average 8 hours a week within a period of 26 consecutive weeks (upon definition under the relevant collective agreement, such a period may be extended to 52 consecutive weeks) and 150 hours of overtime work within one calendar year. Overtime work exceeding the above-mentioned scope, may be required only if agreed on with an employee.

LEAVE (WITH PAY)

Length of annual leave (with pay) shall be 4 weeks. An employee who under his continuous employment with the same employer performed work for this employer for at least 60 days in one calendar year is entitled to leave (with pay) per such a calendar year. Leave (with pay) for days on which work was done to the length of one-twelfth of annual leave (i.e. leave entitlement per annum) for every 21 days on which an employee carried out work in a calendar year. Supplementary leave is awarded to a defined group of employees engaged in particularly hard work. If an employee works under such conditions for the entire calendar year, he shall be entitled to 1 week of supplementary leave, otherwise he shall be entitled to one-twelfth of supplementary leave for every 21 days (in total) for such work done. Curtailment of leave is applicable in case an employee did not work due to obstacles to work, which for the purposes of leave are not regarded as performance of work. The employer shall curtail an employee's leave for the first 100 shifts (working days), which the employee missed, by one twelfth and for every further 21 shifts (working days), which the employee missed, also by one twelfth.

AGENCY EMPLOYMENT

An employment agency temporarily assigns its employee to carry out work for a service user on the basis of an agreement on temporary assignment between the agency and the service user. The agreement must be in writing otherwise it is not valid. The employment agency temporarily assigns an employee to carry out work for the service user on the basis of an order in writing which has the following elements: name and registered address of the service user, place of work of the service user, duration of temporary assignment, name of employee in charge who can give the agency employee tasks and check them, a unilateral statement on the conditions for finishing the performance of the work before the fixed term assignment time is up, information on work and wage or salary conditions of a comparable employee with the service user. The employment agency and the service user must ensure that work and wage conditions for a temporarily assigned employee are not or would not be worse than those of a comparable employee are or would be. Time

of temporary assignment to carry out work for the same service user shall not exceed 12 consecutive calendar months. This restriction shall not be applicable in case the employee requests this from the employment agency or if the work is carried out to cover for a female employee of the service user who is on maternity or parental leave, or to cover for an employee of the service user who is on parental leave.

SENDING EMPLOYEES

A worker (an employee) sent shall refer to a worker (an employee) who is sent to perform work in the territory of the EU member state which is different from the EU member state where the worker (the employee) usually performs his work. If an employee working for an employer based in one of the EU member states is sent to perform work in the Czech Republic within the framework of trans-national provision of services, they are bound by the employment regulations of the Czech Republic when it comes to:

- maximum duration of working hours and minimum duration of rest,
- minimum duration of a holiday within a calendar year or a part thereof pro rata,
- minimum wage, minimum wage tariffs and bonus for overtime work,
- health and safety at work,
- working conditions of pregnant employees, breastfeeding employees and employees up to and including the ninth months after giving birth, and underage employees,
- equal treatment of male and female employees and anti-discrimination,
- working conditions for agency employment.

The above mentioned is not applicable should complying with the legislation of one's own country is more favourable to the employee. Favourability of each right is considered individually in accordance with the employment relationship. The above-mentioned shall not be applicable if the employee was sent to perform work within the framework of trans-national provision of services by an employment agency.

OBSTACLES TO WORK ON THE EMPLOYEE'S PART

If the employee knows about an obstacle to work in advance, they must ask the employer in advance for leave. Otherwise, the employee must inform the employer about an obstacle and its presumed length without undue delay; the employee must prove the obstacle to work to the employer. The employer will excuse the employee from work for the duration of important personal obstacles to work which temporarily prevent the employee from performing work for reasons, which lie in such social events on the employee's part such as: employee's temporary sick leave, quarantine, maternity or parental leave, nursing a child younger than 10 years of age or another member of the household; caring for a child younger than 10 years of age if this child has fallen ill or suffered an injury, or the person who normally cares for the child underwent a medical examination or treatment at a health care facility and it was not possible to have the examination or treatment outside

of the employee's working hours. Other important personal obstacles to work If an employee cannot perform work for other important obstacles to work relating to their person, the employer must grant them at least leave from work for the stated duration and in stated cases also remunerate wages or salary to the amount of average earnings.

OBSTACLES TO WORK ON THE EMPLOYER'S PART

If an employee cannot perform work:

- due to a temporary defect, which the employee is not responsible for, or by other operating causes, it is regarded as dead time and if the employee was not transferred to other work, they are entitled to remuneration of wages or salary to the amount of at least 80% of average earnings,- as a result of interruption to work caused by bad weather or natural calamity and if the employee was not transferred to other work, they are entitled to remuneration of wages or salary to the amount of at least 60% of average earnings. If an employee cannot perform work due to other obstacles on the employer's part other than dead time and interruption of work caused by bad weather or natural calamity, the employer will remunerate their wages to the amount of average earnings. In cases when an employer is not able for objective reasons to temporarily ensure work for the employee to the amount of the stated weekly working hours for reasons of temporary reductions in demand for the employer's products or reduction in demand for services offered by the employer, the employer will remunerate the employee's wages or salary to the amount of at least 60% of average earnings or to a lower amount based on a decision of the job centre.

PROVISION OF TRAVEL EXPENSES

Travel expenses in relation to performing work duties refer to expenses which the employee incurs during a business trip, a trip outside the regular place of work and a trip in relation with the extraordinary performance of work beyond the rota schedule in the place of work performance or regular place of work, due to relocation, commencement of employment, performance of work in a foreign country. Conditions, which can influence the provision and the amount of travel expenses (the time and place of commencement, the end of the business trip, the place of performing the work tasks, mode of transport and accommodation), shall be set in advance in writing by the employer while taking into account the legal rights of the employee. An employee who performs work for their employer on the basis of agreements on works performed outside an employment contract, can be provided with travel expenses only if this right had been agreed upon in the agreement as well as the regular place of work of the employee. The employer must provide and account for a deposit for the business trip of up to the presumed amount of travel expenses, however they can agree with the employee that this deposit will not be provided. Reimbursement of travel expenses is applicable to the use of the determined means of public transport in the proven amount or in the amount consistent with the price of travel