

perform work due to dead time or by interruption to work caused by bad weather.

Business trip

- a business trip is a time limited sending out by an employer of an employee to carry out work outside the place of work negotiated in an employment contract. An employer can send an employee on a business trip for the minimum necessary period of time only on the basis of an agreement with them. During the business trip the employee carries out work in line with the instructions of the manager who sent them on the business trip.

Relocation

- it is possible to relocate an employee to perform work in a place different to the place negotiated in an employment contract only with their agreement and within the employer's places of work if it is necessary for the employer's operations,
- the relevant manager in the place of work to which an employee was relocated gives the relocated employee work tasks, organizes, manages and controls their work and gives them instruction to that end.

Joint changes to employment

- if reasons for an employee's transfer to other work or relocation to another place of work than had been agreed passes, or if the time for which this change had been agreed expires, the employer places the employee according to the employment contract unless they agree on changes to the employment contract,
- if an employee requests a transfer to other work or place of work, or relocation to another place of work as a result of a doctor's recommendation issued by an industrial preventative health care institution that it is not desirable for them to further carry out up to date work or work at an up to date place of work, the employer will make this possible as soon as their operations allows it. The employer must make sure, that the work and the place of work to which the employee is being transferred are appropriate for them,
- if an employer transfers an employee to work other than negotiated in an employment contract, and the

employee does not agree with it, the employer can transfer them only after negotiations with a union. The negotiations are not necessary if the total time of transfer does not exceed 21 working days in a calendar year.

Return to work

- if an employee returns to work after the end of holding public office or carrying out activities for a union for which they were released for the amount of working hours, or after the end of army practice or extraordinary army practice, or a female employee after the end of maternity leave or an employee after the end of parental leave to the amount of time for which the female employee is entitled to take maternity leave, or if an employee returns to work after the end of temporary sick leave or quarantine, the employer will place them in their original work and place of work. If this is not possible because the original work was terminated or the place of work closed down, the employer will place them in line with their employment contract.

State Labour Inspection Office, Department of Work Relations and Conditions, March 2009

COMMENCEMENT OF AND CHANGES TO EMPLOYMENT

(Version valid as of 1st January 2008)

COMMENCEMENT OF EMPLOYMENT

Basic information

- employment is the most frequent employment relationship which is regulated by § 33 in accordance with Act no. 262/2006 Coll., Labour Code,
- employment commences with an employment contract between an employee and an employer,
- employment also commences by appointment,
- employment commences on the day which was agreed in the employment contract or on the day which was given as the day of appointment,
- employment is negotiated for an indefinite period of time or for a fixed period of time.

Employment contract

- before entering into an employment contract the employer must acquaint the physical person with their rights and responsibilities which follow from the employment contract, with working conditions and conditions of remuneration under which they are to perform the work, and with duties which follow from special legal regulations relating to the work which is to be the object of employment,
- must be entered into in writing,
- in the employment contract, the employer must agree with the employee on the type of work, place for the performance of work and commencing date of starting work without which the contract would be void,
- it is possible to agree on other conditions; these agreements however must not be in breach of legal regulations; they are for example agreement on wages, agreement on period of employment, agreement on working hours, agreement on probation period, agreement on competition clauses and others,
- 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 commencement of the employment,

- if the employee does not start work on the agreed day unless he is prevented by an obstruction to work, or if an employee does not inform the employer about an obstruction within a week, the employer can withdraw from the contract.

Probation period

- must be agreed in writing otherwise it is void,
- it is possible to agree this in a valid way on the day employment commences at the latest, or on the day which was stated as the day of appointment to a management position,
- it is not possible to negotiate it later,
- the maximum length of probation period is three consecutive months; a shorter probation period is permitted, a longer probation period is not permitted and it is not possible to prolong the probation period later,
- the probation period is prolonged for the time when the employee is not performing work during the probation period due to obstacles to work.

Duration of employment

- employment is differentiated:
 - for an indefinite term when the time of employment is not limited,
 - for fixed term when the duration of employment is limited,
- the difference between the two lies in the fact that fixed term employment ends on the agreed day, unless it is specifically stated in an employment contract that employment is for a fixed term, employment is always entered into for indefinite term,
- Labour Code states the maximum total time of duration of consecutive fixed term employments with one employee, which is 2 years at the most,
- further fixed term employment negotiated between the same parties is by law possible at least 6 months after the end of the previous employment,
- Labour Code allows for exceptions from a time limit, e. g. for reasons of filling in for a temporarily absent employee for the duration of obstacles to work on the employee's part.

CHANGES TO EMPLOYMENT

Basic information

- it is possible to change an employment contract, this must be done in writing and only in cases where both the employer and the employee agree to it,
- appointment to a management position which happens after commencement of employment is also regarded as a change to employment,
- changes to employment are regulated in §§ 40 – 47 Act no. 262/2006 Coll., Labour Code,
- in the case of transfer to different work the employer must take into account if the work is appropriate for the employee with regards to their health and abilities and whenever possible also their qualifications,
- the employer must negotiate with the employee in advance the reason for transfer to other work and the duration of the transfer; if the transfer results in changes to the employment contract, the employer must issue a written statement about the reason of transfer and its duration,
- with regards to wages or salary during the performance of other work, this is regulated in § 139 of Labour Code.

Transfer to other work

- the employer must transfer the employee to other work if:
 - according to a medical report the employee lost the ability to carry out up to date work for the long term,
 - according to a medical report the employee is not allowed to carry out up to date work due to an industrial injury, falling ill with a work related illness or where there is a risk of falling ill with such an illness or if they reached the highest exposure allowed,
 - a pregnant employee, a breastfeeding employee or an employee – mother up to and including the ninth month after giving birth - carry out work which these female employees are not allowed to carry out or which is a risk to their pregnancy or motherhood according to a medical report,
 - if according to a medical report it is necessary in

- the interests of protecting the health of other physical persons from an infectious disease,
- if it is necessary according to the judgement of a court or administration office, another state authority or autonomous regional authority,
- it is requested by a pregnant employee, a breastfeeding employee or an employee – mother up to and including the ninth month after giving birth who works at night;

- the employer can transfer the employee to other work:
 - if the employer served notice to the employee for the reason that the employee did not fulfil the criteria stated by legal regulations for the performance of the agreed work or criteria for orderly performance of this work or if reasons arise on the employee's part which call for immediate employment termination, see § 52 letters f) and g) of Labour Code,
 - if criminal proceedings were started against the employee on the suspicion of intentional criminal activity carried out during the performance of work tasks, or in direct relation to it which led to damage to the employer's property, until the final and conclusive end of the criminal proceedings,
 - if the employee temporarily does not fulfil the criteria stated by special legal regulations to carry out the negotiated work, however, in this case the transfer can only last for 30 working days in a year in total,
 - if it is not possible to fulfil the purpose of transferring an employee within the scope of the employment contract, the employer can transfer them for the above stated reasons to a type of work different from the work negotiated in the employment contract even if the employee does not agree with it,
 - even without their agreement for the minimum necessary period of time to a type of work different from the work negotiated in order to prevent an extraordinary event, a natural disaster or other impending accident,
 - with their agreement if the employee cannot