

LABOUR CODE
(full translation)
No. 262/2006 Coll., as amended
„Zákoník práce“

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LABOUR CODE

No. 262/2006 Coll.

„Zákoník práce“

as amended by Acts No. 585/2006 Coll., No. 181/2007 Coll., No. 261/2007 Coll., No. 296/2007 Coll., No. 362/2007 Coll., Judgment of the Constitutional Court No. 116/2008 Coll., Acts No. 121/2008 Coll., No. 126/2008 Coll., No. 294/2008 Coll., No. 305/2008 Coll., No. 306/2008 Coll., No. 382/2008 Coll., No. 286/2009 Coll., No. 320/2009 Coll., No. 326/2009 Coll., No. 347/2010 Coll., No. 427/2010 Coll., No. 73/2011 Coll., No. 180/2011 Coll., No. 185/2011 Coll., No. 341/2011 Coll., No. 364/2011 Coll., No. 365/2011 Coll., No. 367/2011 Coll., No. 375/2011 Coll., No. 466/2011 Coll. and with regard to Decrees No. 567/2006 Coll., No. 462/2009 Coll., No. 377/2010 Coll. and No. 429/2011 Coll.

PART ONE GENERAL PROVISIONS

CHAPTER I SCOPE OF REGULATION AND DEFINITION OF LABOUR RELATIONS

Section 1

The Labour Code:

- (a)** regulates legal relations arising in connection with the performance of dependent work between employees and their employers; such relations are referred to as “labour relations” (or “labour relationships”, or “industrial relations” or “employment relations”; in Czech „pracovněprávní vztahy“);
- (b)** further regulates labour relations of collective nature. Legal relations of collective nature relating to the performance of dependent work are also labour relations;
- (c)** implements transposition of the relevant EU Directives (Note 1);
- (d)** also regulates certain legal relations before the formation of labour relations under (a);
- (e)** regulates some rights and obligations (duties) of employers and employees concerning compliance with the regimen prescribed to an insured person being temporarily unfit for work pursuant to the Sickness Insurance Act (Note 107) and some sanctions for breaches thereof.

Section 1a Fundamental Principles of Labour Relations

The following fundamental principles are in particular applied in labour relations:

- (a)** specific legal protection of the employee status;
- (b)** satisfactory and safe working conditions for performance of work;
- (c)** fair remuneration for an employee;
- (d)** proper performance of work by an employee in accordance with his* employer's justified interests;
- (e)** equal treatment of employees and prohibition of their discrimination.

* “His” also means “her” and sometimes “its” and similarly “he” also means “she” and “it” where appropriate.

Section 2

(1) “Dependent work” („závislá práce“) means work that is carried out within the relationship of the employer's superiority and his employee's subordination in the employer's name and according to the employer's instructions (orders) and that is performed in person by the employee for his employer.

(2) Dependent work is performed for wage, salary or other remuneration for work done, at the employer's cost and liability, at the employer's workplace or some other agreed place within the working hours.

Section 3

Dependent work may be carried out exclusively within basic labour relationship unless otherwise regulated by other statutory provisions (Note 2). Basic labour relationships are an employment relationship and legal relations (relationships) based on agreements on work performed outside an employment relationship.

Section 4

Labour relations are governed by the Labour Code; where this Labour Code cannot be applied, they are subject to the Civil Code, always in compliance with the fundamental principles of labour relations.

Section 4a

(1) The provisions of the Civil Code concerning a contract (an agreement) in favour of a third party, a lien, a reservation to withdraw from a contract (an agreement), joint obligations and rights, a contract with precise time of performance and a claim assignment agreement shall not apply to labour relations.

(2) The parties may only agree on the application of a contractual penalty where it is permitted by the Labour Code.

Section 4b

(1) The rights or obligations in labour relations may derogate from the Labour Code where such derogation is not expressly prohibited by this Code or where the nature of the provisions of this Code does not imply impermissibility to derogate therefrom. The derogation from the provisions laid down in section 363 is only permitted where it is in favour of an employee.

(2) The rights and obligations pursuant to subsection (1) may be regulated in a different way by a contract (an agreement) and also by internal regulations; however, an employee's obligations may only be regulated by a contract (an agreement) concluded between such employee and his employer.

(3) A derogating regulation of rights in labour relations (section 307) may not be lower or higher than that laid down as the lowest, or highest, admissible level in this Code or in relevant collective agreement unless otherwise provided in sections 116, 118(1) and/or 122(2).

Section 5

(1) The Labour Code shall apply to relations arising from the performance of a public office where it is expressly provided by this Code or other statutory provisions.

(2) Where a public office is performed in an employment relationship, this employment relationship shall be governed by this Code.

(3) The labour relations between a cooperative and its members shall be subject to this Code unless otherwise laid down in other statutory provisions (Note 3).

CHAPTER II PARTIES TO LABOUR RELATIONS

Division 1 Employees

Section 6

The capacity of an individual (natural person) to bear rights and obligations as an employee in labour relations as well as the capacity to acquire these rights and take on such obligations through his own legal acts (acts-in-law) shall arise on the day he reaches the age of 15 years, unless otherwise provided in this Code; however, an employer may not agree with an individual the date of the start of work on a day which precedes the date when this individual completes compulsory school attendance.

Division 2 Employers

Section 7

For the purposes of this Code, “employer” („zaměstnavatel“) means a legal entity (a legal person) or an individual (a natural person) employing an individual in a labour relationship.

Section 8 Repealed

Section 9

The Czech Republic (referred to as “the Government” or “the State” in some instances; Note 6) is represented in labour relations by such government agency (organizational branch of the Government; Note 7) that employs employees in basic labour relationships (section 3) on behalf of the Government and that performs the rights and obligations arising therefrom.

Section 10

The capacity of an individual to have rights and obligations as an employer in labour relations arises at birth. The capacity of an individual to assume rights and obligations in labour relations as an employer through own legal acts arises on the attainment of the age of 18 years.

Section 11

Managerial employees of an employer are those employees who, at individual management levels, are authorized to determine and give tasks to subordinate employees, to organize, manage and supervise their work and to give them binding instructions (orders) for this purpose. The head of a government agency (organizational branch of the Government) is also a managerial employee or is regarded as such.

Division 3 Representation

Section 12 Repealed

CHAPTER III

Sections 13 to 15 Repealed

CHAPTER IV EQUAL TREATMENT AND PROHIBITION OF DISCRIMINATION

Section 16

(1) Employers shall ensure equal treatment for all employees as regards employee working conditions, remuneration for work and other emoluments in cash and in kind (of monetary value), vocational (professional) training and opportunities for career advancement (promotion).

(2) Any form of discrimination in labour relations is prohibited. The terms, such as direct discrimination, indirect discrimination, harassment, sexual harassment, persecution, an instruction to discriminate and/or incitement to discrimination, and the instances in which different treatment is permissible, are regulated in the Anti-Discrimination Act (Note 108).

(3) Different treatment arising from the nature of occupational activities where this different treatment is a substantial requirement necessary for work performance is not considered as discrimination; the purpose followed by this derogation must be legitimate and the requirement must be adequate. Measures which are justified and aimed at preventing, or levelling out, disadvantages arising from the fact that a certain individual belongs to a group in respect of which relevant reason is laid down in the Anti-Discrimination Act shall not be deemed as discrimination.

Section 17

Remedial measures relating to protection against discrimination in labour relations are regulated in the Anti-Discrimination Act.

CHAPTER V LEGAL ACTS

Section 18

(1) A legal act (or an act-in-law, in Czech „právní úkon“) is deemed to be valid despite defects in its content as long as the party affected by such act does not invoke its nullity unless otherwise provided in section 19.

(2) The nullity of a legal act due to its defects cannot be invoked by the party having caused the nullity. The nullity of a legal act may not be detrimental to an employee unless he has caused it exclusively himself.

Section 19

Even without a motion, the court shall take into consideration the nullity of a legal act:

- (a)** that was not made freely and in earnest, in a definite and intelligible manner;
- (b)** that was made by a person lacking legal capacity or by a person acting under mental disorder making him incapable to undertake such act;
- (c)** that binds the person (party) to performance being unfeasible from the beginning;
- (d)** that contradicts or circumvents the law and that concurrently does not comply with the fundamental principles of labour relations;
- (e)** that contravenes good morals (contra bonos mores);
- (f)** by which the employee gives up in advance his rights;
- (g)** to which the required consent by the competent agency (authority) has not been given in those cases where this Code or another Act so expressly provides; where the law only requires a prior consultation of a certain legal act with the competent agency, the legal act shall not become null and void where it has not been consulted.

Section 20

(1) Where a legal act has not been executed in the form required by law or by agreement of the contracting parties, it shall be null and void unless the contracting parties subsequently remove the said defect.

(2) Where a legal act by which a basic labour relationship (section 3) is formed or altered has not been executed in the form required by law, its nullity may only be invoked before the beginning of its performance.

(3) A defect in the form of a unilateral legal act or a collective agreement always makes such act or agreement null and void.

Section 21

Where damage (harm) arises due to the nullity of a legal act, liability for it is borne pursuant to this Code.

Section 22

A collective agreement may be concluded on behalf of employees only by their trade union organization.

Section 23

(1) A collective agreement may regulate wage and salary rights and other employee rights in labour relations as well as rights or obligations of the contracting parties to the agreement.

(2) A collective agreement may be concluded by one or more employers, or by one or more employer organizations on one side and by one or more trade union organizations on the other side.

(3) A collective agreement is:

(a) a plant agreement if it is concluded between one employer or more employers and one or more trade union organizations operating at such plant;

(b) a higher level agreement if it is concluded between an organization (association) or organizations (associations) of employers (Note 10) and the competent trade union organization or trade union organizations.

(4) The procedure for the conclusion of a collective agreement, including settlement of disputes between the contracting parties, is subject to another Act (Note 11).

Section 24

(1) The trade union organization shall conclude a collective agreement also on behalf of employees who are not trade union members.

(2) Where two or more trade union organizations operate within one employer's undertaking (plant, enterprise), the employer must negotiate the conclusion of the collective agreement with all such trade union organizations; unless the trade union organizations agree between (among) themselves and with the employer otherwise, the trade union organizations shall act and negotiate the collective agreement jointly and in mutual consent, with legal consequences for all employees (of the employer concerned).

Section 25

- (1) The collective agreement shall be binding on the contracting parties to the agreement.
- (2) The collective agreement shall also be binding on:
 - (a) the employers who are members of the employer organization (association) which has concluded the higher-level (collective) agreement and on those employers who left the employer organization while the agreement was in effect;
 - (b) the employees on whose behalf the collective agreement has been concluded by the trade union organization or trade union organizations;
 - (c) such trade union organizations on whose behalf the trade union organization has concluded the higher-level agreement.
- (3) Any employee is entitled to present initiatives for negotiations on the collective agreement to the contracting parties and be informed of the course of the negotiations.
- (4) The rights having arisen from the collective agreement to individual employees shall be claimed and satisfied as the employee other rights arising from their employment relationship or from agreements on work performed outside an employment relationship.

Section 26

- (1) A collective agreement may be concluded for a fixed term or for an indefinite period. Where the termination of the period pursuant to the first sentence is made dependent on fulfilment of a certain condition, the collective agreement must also include the latest date on which the agreement will still be in effect. Notice of termination may first be given after the expiry of six months from the date of the agreement taking effect. A period of notice is at least six months and starts to run as of the first day of the month following the month when the written notice of termination was served on the other contracting party.
- (2) The collective agreement shall take effect on the first day of the period for which it has been concluded and terminate on the expiry of the said period, unless a different period of effect for certain rights or obligations has been agreed in such collective agreement.
- (3) On dissolution of the contracting party (to the collective agreement) acting on behalf of employees, the effect of the collective agreement shall latest terminate on the last day of the following calendar year.

Section 27

- (1) A plant (collective) agreement may not regulate the employee rights arising from labour relations to a lesser extent than the relevant higher-level collective agreement, or else such part of the plant agreement shall be null and void.
- (2) A collective agreement must be concluded in writing and signed by the contracting parties on the same deed.

Section 28

It is prohibited to substitute a collective agreement by an agreement (a contract) that is not regulated by law; it is further prohibited to apply to a collective agreement the provisions of the Civil Code regulating a disguised legal act, the possibility to challenge legal acts (by a legal action), the acceptance, cancellation and withdrawal of an offer to conclude a contract (an agreement), the expiry of an offer to conclude a contract, a timely or late acceptance of an offer to conclude a contract, the time when a contract is concluded and the withdrawal from a contract.

Section 29

The contracting parties to a collective agreement shall acquaint the employees with the terms of the agreement within 15 days of its conclusion. The employer shall arrange for the collective agreement to be accessible to all his employees.

**PART TWO
EMPLOYMENT RELATIONSHIP**

**CHAPTER I
PROCEDURE BEFORE THE COMMENCEMENT OF
AN EMPLOYMENT RELATIONSHIP**

Section 30

(1) The selection of individuals from job seekers with regard to qualifications, necessary requirements or special skills (capabilities) is within the employer's competence unless another procedure ensues from other statutory provisions (Note 12); this shall apply without prejudice to prerequisites laid down in other statutory provisions for an individual as an employee.

(2) In connection with negotiations (procedure) before the commencement of an employment relationship, the employer may require from an individual seeking employment and from other persons only the data (facts) being directly related to the conclusion of the employment contract in question.

Section 31

Before the conclusion of an employment contract, the employer shall acquaint the individual with the rights and obligations which would arise from his employment contract or from the appointment to a certain position and with the working conditions and the remuneration conditions under which this individual is to perform work and with the obligations arising from other statutory provisions and relating to the subject-matter of the employment contract.

Section 32

In cases laid down in another Act, the employer shall arrange that the individual shall undergo an entry medical check-up before the conclusion of his employment contract.

**CHAPTER II
EMPLOYMENT RELATIONSHIP, EMPLOYMENT CONTRACT
AND COMMENCEMENT OF AN EMPLOYMENT
RELATIONSHIP**

Section 33

(1) An employment relationship is established by an employment contract between the employer and the employee unless otherwise provided in this Code.

(2) Where another Act or statutes of a citizens' association (pursuant to other statutory provisions; Note 109) require that a certain vacancy is to be filled on the basis of an election made by the competent body, the election (of a certain individual) is regarded as a prerequisite preceding the conclusion of the relevant employment contract.

(3) An employment relationship arises on appointment to specific office (top managerial position in the public sector) only in the instances laid down in other Acts (Note 16a); unless otherwise provided in the said Acts, an employment relationship is based on appointment only in respect of:

- (a)** heads of government authorities (agencies, establishments; Note 7);
- (b)** heads of branches (sections) of government authorities;
- (c)** heads of establishments of state enterprises (Note 13);
- (d)** heads of establishments belonging to state funds (Note 14);
- (e)** heads of organizations receiving contributions from state (public) funds (i.e. contributory organizations; Note 15);
- (f)** heads of branches (sections) of contributory organizations;
- (g)** heads of formations within the Police of the Czech Republic (Note 16).

(4) Appointment pursuant to subsection (3) shall be made by the person competent thereto under another Act (Note 16b); where this competent person is not determined in the said Act:

- (a)** heads of government authorities (agencies, establishments; Note 7) shall be appointed by the head of their superior authority (agency);
- (b)** heads of branches (sections) of government authorities shall be appointed by the head of the relevant government authority (agency; Note 7);
- (c)** heads of establishments of a state enterprise shall be appointed by the director of the state enterprise (Note 13);
- (d)** heads of establishments (branches) of a state fund headed by an individual statutory body shall be appointed by the head of this state fund (Note 14);
- (e)** heads of contributory organizations shall be appointed by the founder of any such organization;
- (f)** heads of branches (establishments) of contributory organizations (Note 15) shall be appointed by the head of the organization in question;
- (g)** heads of formations within the Police of the Czech Republic (Note 16) shall be appointed by the Police President (chief of the Police).

Section 34

(1) An employment contract must include:

- (a)** the type of work (job title) which the employee will perform for the employer;

- (b) the place or places of work where the employee will perform the work pursuant to (a);
 - (c) the date of commencement of employment (i.e. of an employment relationship).
- (2) It is only permitted to withdraw from an employment contract until an employee takes up work.
- (3) Where an employee fails to take up his work on the agreed date without being prevented by an obstacle thereto or where his employer is not informed of such obstacle within a week therefrom, the employer may withdraw from the employment contract.
- (4) An employment contract must be concluded in writing; the same applies to an alteration of such contract or to the withdrawal therefrom.
- (5) Each contracting party must receive one copy of the relevant employment contract.

Section 34a

Where a regular workplace has not been agreed in the employment contract for the purposes of reimbursement of travel expenses, the place of performance of work agreed in the employment contract shall be regarded as a regular workplace. Where the place of performance has been agreed more widely than by reference to one municipality, the municipality in which the employee's business trip mostly start shall be considered as the employee's regular workplace. For the purposes of reimbursement of travel expenses, the regular workplace may not be agreed more widely than by reference to one municipality.

Section 34b

- (1) An employee in an employment relationship must be assigned work within the scope of the standard weekly working hours, except in workplaces where a working hours account is used (sections 86 and 87).
- (2) Where an employee has a further basic labour relationship to the same employer, he cannot perform in such further relationship work of the same type (i.e. the type of work in one basic labour relationship is to differ from that in a further basic labour relationship to the same employer). Where the employer is the Government, the first sentence shall only apply where it concerns work performed in one and the same government agency.

Section 35 Trial Period

- (1) Where a trial period (also referred to as “probationary period”; in Czech „zkušební doba“) is agreed, it may not be longer than:
- (a) three consecutive months from the date when the employment relationship commences (section 36),
 - (b) six consecutive months from the date of commencement of the employment relationship (section 36) where it concerns a managerial employee.

(2) A trial period may also be agreed in connection with the appointment to a top managerial position [i.e. as head of a government agency, its branch or section; section 33(3)].

(3) A trial period may be agreed latest on the day which has been agreed as the date of work commencement or on the date stated as the date of appointment to a top managerial position (as head of a government agency, its branch or section).

(4) An agreed trial period may not be subsequently extended. However, the trial period shall be extended by the period of full-day obstacles to work due to which the employee does not perform work during the trial period and by full-day leave of absence during the trial period.

(5) A trial period may not be longer than one half of the agreed period of the employment relationship.

(6) A trial period must be agreed in writing.

Section 36 Commencement of an Employment Relationship

An employment relationship commences on the date which has been agreed in the employment contract as the day of employment start or on the day stated as the date of appointment to the top position in a government agency (head, chief).

Section 37 Information on the Terms of an Employment Relationship

(1) Where the employment contract does not include the details of the rights and obligations arising from an employment relationship, the employer shall notify his employee thereof in writing latest within one month from the commencement of such employment relationship; the same shall apply to changes of the details. The information must contain:

- (a) the employee's full name and the employer's designation and seat if the employer is a legal entity, or the employer's full name and address, if he is an individual (a natural person);
- (b) the type of work (job title) and place of performance of work;
- (c) the length of annual leave or the method of determining it;
- (d) the notice periods (with regard to the termination of the employment contract);
- (e) the weekly working hours and their distribution (schedule);
- (f) wage or salary details and the remuneration method, the maturity of wage or salary, pay days and the place and method of wage or salary payment;
- (g) facts on collective agreements regulating the employee's working conditions and the designation of the contracting parties to these agreements.

(2) Where the employer posts an employee to perform work in the territory of another state (country), the employer shall inform this employee of the expected duration of such posting and of the currency in which his wage or salary will be paid.

(3) The information pursuant to subsection (1)(c), (d) and (e) and pursuant to subsection (2) concerning the currency in which the employee's wage or salary will be paid may be replaced by reference to the relevant statutory provisions, collective agreement or internal regulations.

(4) The duty to notify an employee of the fundamental rights and obligations arising from his employment relationship in writing shall not apply to an employment relationship for a period shorter than one month.

(5) On the commencement of employment, the employee must be acquainted with the statutory provisions and other rules concerning the safeguarding of occupational safety and health which he must observe during performance of work. The employee must also be acquainted with the collective agreement and internal regulations.

Section 38 **Obligations Arising from an Employment Relationship**

(1) As of the commencement of an employment relationship:

(a) the employer shall assign work to his employee in accordance with the employment contract, pay him wage or salary for the work done, create conditions for performance of his work tasks and comply with other working conditions laid down in the statutory provisions, employment contract or internal regulations;

(b) the employee shall personally perform the work according to his employment contract within the scheduled weekly working hours and comply with the obligations arising from his employment relationship.

(2) An employment relationship based on an appointment shall be governed by the statutory provisions on an employment relationship agreed by way of an employment contract.

(3) Within agreed time-limits, the employer shall submit to the trade union organization reports on the commencement of new employment relationships.

Section 39 **Fixed-Term Employment Relationship**

(1) An employment relationship shall last for an indefinite period (open-end employment relationship) unless a fixed term of its duration has been expressly agreed.

(2) A fixed-term employment relationship between the same contracting parties may not exceed three years and as of the date of the first fixed-term employment relationship and it may be recurrently agreed no more than twice. An extension of an employment relationship shall also be considered as a recurrently agreed employment relationship. After the expiry of a period of three years from the termination of the preceding fixed-term employment relationship between the same contracting parties, the preceding employment relationship shall not be taken into account.

(3) The provision of subsection (2) shall apply without prejudice to the procedure under other statutory provisions which presume that an employment relationship may only last for a fixed term (Note 17).

(4) Where an employer agrees with an employee the duration of an employment relationship for a fixed term contrary to subsection (2) and where the employee notifies in writing the employer before the expiry of the agreed fixed term that he insists on being further employed (by this employer), it shall apply that it is an employment relationship for an indefinite period. A motion for the determination whether the conditions in subsection (2) have been met can be filed with the competent court within two months from the date when the employment relationship was expected to terminate on the expiry of the agreed period.

(5) The provisions of subsection (2) shall not apply to an employment contract concerning a fixed-term employment relationship agreed between an employment agency (Note 18) and an employee for the purpose of his performance of work at another employer (sections 307a, 308 and 309).

CHAPTER III ALTERATIONS OF AN EMPLOYMENT RELATIONSHIP

Section 40 Common Provisions

(1) The terms of an employment contract may only be altered if the employer and the employee agree on their alteration. The appointment to a top managerial position pursuant to section 33(3) when this occurs after the commencement of an employment relationship shall also be deemed as an alteration of the employment contract.

(2) The employee is obliged to perform work (job) of a type other than that agreed in his employment contract, or to perform work at a place other than that agreed in his employment contract, only in the cases laid down in this Code.

(3) The provisions of section 37 shall apply thereto as appropriate.

Transfer to Alternative Work, Business Trip and Transfer to Another Place (Relocation)

Section 41 Transfer to Alternative Work

(1) The employer shall transfer his employee to alternative (different) work:

(a) if, according to a medical certificate issued by the occupational medical services provider or under a ruling of the competent administrative agency having reviewed the medical certificate, the employee has lost, long-term, his capability to perform his current work due to his state of health;

(b) if, according to a medical certificate issued by the occupational medical services provider or under a ruling of the competent administrative agency having reviewed the medical certificate, the employee is no longer allowed to perform his current work due to an industrial injury, an occupational (industrial) disease or due to a threat (danger) of

an occupational disease or if the employee's workplace has been subjected to a maximum permissible level of some harmful exposure (Note 19) under a ruling of the competent agency concerned with public health protection;

- (c) if a pregnant woman (female employee), or a woman who is breastfeeding or an employee-mother until the end of the ninth month after the childbirth (confinement), performs work which any such woman is not allowed to do or which, according to a medical certificate, puts at risk her pregnancy or motherhood;
- (d) if, according to a medical certificate issued by the occupational medical services provider or under a ruling of the competent public health agency, such transfer is required in the interest of other individuals' health protection against infectious diseases;
- (e) if the transfer is necessary according to a final ruling of the court or administrative agency, another government agency or self-governing local area agency;
- (f) if the employee who does night work is recognized unfit for night work according to a medical certificate issued by the occupational medical services provider;
- (g) if the transfer is requested by a pregnant woman (employee), or a woman employee who is breastfeeding, or an employee-mother until the end of the ninth month after the childbirth (confinement), who does night work.

(2) The employer may transfer an employee to alternative (different) work:

- (a) if this employee has been given notice of termination on one of the reasons (grounds) laid down in section 52(f) or (g);
- (b) if criminal proceedings have been instituted against the employee on suspicion that he has committed a wilful criminal offence (or offences) during performance of his working tasks or in direct connection therewith, and this has caused damage to the employer's property; this transfer may last until the closing of the said criminal proceedings;
- (c) if the employee has temporarily lost the prerequisites (preconditions) laid down in other statutory provisions for performance of the agreed work (job), but in this case such transfer may last at the utmost 30 working days in total in one calendar year.

(3) Where it is not possible to attain the purpose of transfer pursuant to subsection (1) or subsection (2) by transferring an employee in accordance with the terms of his employment contract, the employer may transfer such employee to work of a different type than agreed in the employment contract (i.e. to a different job), even without the employee's consent thereto.

(4) For a period when it is inevitable, the employer may transfer an employee, even without his consent, to do other type of work than agreed in the employment contract if it is necessary in order to avert an extraordinary accident, natural disaster or some imminent breakdown, or to mitigate its immediate consequences.

(5) Where an employee cannot perform work due to idle time or due to an interruption of work caused by unfavourable weather, the employer may transfer the employee to work (job)

other than agreed in the employment contract provided that the employee has given his consent thereto.

(6) On transferring an employee to alternative work pursuant to subsections (1) to (3), the employer shall see to it that such work is suitable for the employee with regard to his state of health, his capabilities and, where possible, his qualifications (skills).

(7) The employer shall discuss the reason for transfer to alternative work with the employee in advance as well as the period for which this transfer is to last; where the employee's transfer to some other work means that such work does not conform to the terms of his employment contract, the employer shall issue to this employee a written statement of the reason for the said transfer and its length (duration), except in the cases laid down in subsections (2)(c) and (4).

Section 42 Business Trip

(1) "Business trip" (in Czech „pracovní cesta“) means a limited period of time for which the employer instructs his employee to work away from his agreed place of work performance. The employer may instruct his employee to go on a business trip only for the necessary period if it has been agreed with this employee. The employee who is on a business trip performs his work according to instructions given by the manager who has ordered him to go on the business trip.

(2) Where the employer instructs an employee to go on a business trip and fulfil the tasks (on behalf of his employer) in another establishment (for another employer), the employer may authorize another manager (another employer) to give this employee instructions regarding his work, or to organize, manage and supervise this employee's work; it is thereby necessary to determine the scope of such competence. The employee must be informed of the competence pursuant to the first sentence. However, another employer's managers may not make any legal acts in relation to the employee on behalf and in the name of the employer of this employee.

Section 43 Transfer to Another Place (Relocation)

(1) An employee may only be transferred to perform work at a place other than that agreed in the employment contract with his consent and within his employer's undertaking (business) if it is necessary due to operational requirements.

(2) The competent manager at the establishment to which the employee is transferred (relocated) shall give him working tasks and organize, manage and supervise his work, and give him instructions for this purpose.

Section 43a Temporary Assignment (Temporary Transfer of an Employee to Another Employer)

(1) An agreement on temporary assignment (transfer) of an employee to another employer may be concluded by an employer with his employee earliest after the expiry of six months from the commencement of the employment relationship.

(2) It is not allowed to provide remuneration for temporary assignment of an employee to another employer; this shall not apply to reimbursement of expenses incurred pursuant to subsection (5).

(3) The said agreement must include the designation of the employer (if the employer is a legal entity) or the full name of the employer (if the employer is an individual) to whom the employee is temporarily assigned, the date as of which the temporary assignment will commence, the type of work, place of work performance and a period for which the temporary assignment is agreed. For the purposes of reimbursement of travel expenses, the agreement may also include a regular workplace; this shall be without prejudice to the provision of section 34a. The agreement must be concluded in writing.

(4) For a period of temporary assignment of an employee to perform work for another employer, this employee shall be given working tasks and thereto relating binding instructions, in the name of his employer, by the employer to whom he is transferred, and his work shall be organized, controlled and supervised by the said employer; this employer shall create favourable working conditions for the assigned employee, including occupational safety and health protection. However, this employer may not make any legal acts in relation to the employee in the name and on behalf of the employer who temporarily assigned such employee.

(5) For a period of temporary assignment, the employer having temporarily assigned an employee to another employer shall pay this employee wage or salary and, where relevant, reimbursement of travel expenses.

(6) The working and wage or salary conditions (terms) of an employee temporarily assigned to another employer may not be worse than those of a comparable employee of the employer to whom the employee is temporarily assigned.

(7) Temporary assignment pursuant to subsections (1) to (5) shall end on expiry of the period of time for which it was agreed. Prior to the expiry of this period, temporary assignment may be terminated by agreement of the contracting parties to the employment contract or by notice (of termination) concerning the agreement on temporary assignment for whatever reason or without stating any reason (ground); the notice period shall be 15 days and start to run on the date when the notice is served on the other contracting party. The agreement on termination of temporary assignment or notice of termination in respect of the said agreement must be in writing.

(8) It is prohibited to apply the regulation of temporary assignment to employment of employees by employment agencies.

(9) The regulation of temporary assignment shall not apply to the instances of qualification improvement or qualification upgrading (Note 110).

Common Provisions on Alteration of an Employment Relationship and Retransfer to Original Job
Section 44

Where there are no longer reasons for which a certain employee has been transferred to perform alternative work or to perform work at a place other than agreed in his employment contract, or on the expiry of the period for which such transfer has been agreed, the employer is obliged to retransfer him to work in accordance with the employment contract unless the employer and the employee agree on an alteration of the employment contract.

Section 45

Where an employee asks to be transferred to alternative work or another workplace, or to another place (location), because according to the recommendation of the occupational medical services provider it is not suitable for this employee to continue performance of his current work or to work at his current workplace, the employer is obliged to enable such transfer to the employee as soon as it is possible with regard to the operational conditions. The type of work and workplace to which the employee is transferred must be suitable for him.

Section 46

Where the employer transfers his employee to alternative work which does not conform to the employment contract and the employee does not agree to such measure, the employer may transfer this employee only after consultation with the trade union organization. Such consultation is not necessary if a total period of the said transfer does not exceed 21 working days in one calendar year.

Section 47

Where, on termination of performance of a public office or activity for a trade union organization for which an employee has been released in the scope of his working hours, or on termination of military exercises or extraordinary military exercises, or on termination of maternity leave (in case of a female employee) or on termination of parental leave (in case of a male employee) in the scope for which a female employee is entitled to take maternity leave or a male employee is entitled to take parental leave, or on termination of an employee's temporary incapacity for work or on termination of quarantine, such employee returns to work, the employer is obliged to reinstate this employee to his/her original work (job) and workplace. Where it is not possible because the original work or workplace has ceased to exist, the employer shall assign work to this employee in accordance with the employment contract.

CHAPTER IV

TERMINATION OF AN EMPLOYMENT RELATIONSHIP

Division 1

General Provisions on Termination of an Employment Relationship

Section 48

- (1)** An employment relationship may be terminated:
- (a)** by agreement;
 - (b)** by notice of termination (when given by an employer, it is referred to as dismissal, when it is given by an employee, it is referred to as resignation);
 - (c)** by immediate termination;
 - (d)** by termination within the trial period.
- (2)** A fixed-term employment relationship terminates on the expiry of the agreed period.
- (3)** Unless a foreign citizen's (i.e. foreigner's or alien's) employment relationship or a stateless person's employment relationship has already terminated in some other manner, it shall terminate:
- (a)** on the date on which such foreign citizen's or stateless person's stay/residence permit is to terminate under the relevant final ruling on the withdrawal of his stay/residence permit;
 - (b)** on the date when the judgement (sentence) imposing on this foreign citizen or stateless person the punishment of expulsion (banishment) from the Czech Republic takes legal effect;
 - (c)** on the expiry of the period of the said person's work permit (labour permit; Note 20) or long-term residence permit issued for the purpose of employment in special cases pursuant to other statutory provisions (Note 20a) or long-term residence permit issued for the purpose of employment requiring high qualifications pursuant to other statutory provisions (Note 20a).
- (4)** Upon the death of an employee his employment relationships terminates. The termination of an employment relationship in the case of death of an employer who is an individual (a natural person) is regulated in section 342(1).

Division 2
Termination of an Employment Relationship
by Agreement

Section 49

- (1) Where the employer and his employee agree on the termination of an employment relationship, it will terminate on the agreed date.
- (2) An agreement on the termination of an employment relationship must be in writing.
- (3) Each contracting party must receive one copy of the agreement on the termination of an employment relationship.

Division 3
Notice of Termination, Notice Periods and Reasons for Termination

Subdivision 1
Notice of Termination

Section 50

- (1) Notice of termination in respect of an employment relationship must be in writing.
- (2) The employer may give notice of termination to an employee only for one of the reasons explicitly stated in section 52.
- (3) The employee may give his employer notice of termination for any reason or without stating a reason.
- (4) Where the employer gives notice of termination (section 52) to an employee, the reason in the notice of termination must be factually specified so that it cannot be confused with another reason. The reason for the notice may not be subsequently changed.
- (5) Notice of termination may only be withdrawn with the other contracting party's consent; both the withdrawal of the notice and the consent thereto must be made in writing.

Section 51

- (1) Where notice of termination has been given, the employment relationship will come to an end upon the expiry of the notice period. The notice period must be the same for both the employer and the employee and shall be at least two months, with an exception arising from section 51a. The notice period may be extended only by agreement between the employer and the employee; this agreement must be in writing.
- (2) The notice period shall start to run on the first day of the calendar month following delivery (service) of the notice and come to an end upon the expiry of the last day of the relevant calendar month, with the exemptions arising from sections 51a, 53(2), 54(c) and 63.

Section 51a

Where notice has been given by an employee in connection with transfer of rights and obligations arising from the labour relations, it shall apply that his employment relationship will latest come to an end either on the day preceding the date when the transfer of the said rights and obligations takes effect or at the date when the transfer becomes effective.

Subdivision 2

Notice of Termination Given by the Employer (Dismissal)

Section 52

(1) The employer may give notice of termination to an employee only for the following reasons:

- (a)** if the employer's undertaking, or its part, is closed down;
- (b)** if the employer's undertaking, or its part, relocates;
- (c)** if the employee becomes redundant owing to the decision of the employer or the employer's competent body to change the activities (tasks), plant and equipment, to reduce the number of employees for the purpose of increasing labour productivity (efficiency) or to introduce other organizational changes (restructuring);
- (d)** if, according to a medical certificate issued by the occupational medical services provider or under a ruling of the competent administrative agency having reviewed the medical certificate, the employee is not allowed to perform his current work due to an industrial injury, an occupational disease or due to threat of an occupational disease, or if the employee's workplace has been subjected to a maximum permissible level of some harmful exposure (Note 5) under a ruling of the competent agency concerned with public health protection;
- (e)** if, according to a medical certificate issued by the occupational medical services provider or under a ruling of the competent administrative agency having reviewed the medical certificate, the employee has lost, long-term, his capability to perform his current work due to his state of health;
- (f)** if the employee does not meet the prerequisites prescribed by statutory provisions for performance of the agreed work (job) or if, through no fault on the employer's side, he does not meet the requirements for proper performance of such work; where the employee's failure to fulfil these requirements is reflected in his unsatisfactory work performance results and where the employer called upon him in writing in the last 12 months to rectify the failure to meet the said requirements, and the employee has not done so within a reasonable period of time, the employee may be given notice of termination due to this reason;

- (g) if there are reasons on the employee's side due to which the employer could immediately terminate the employment relationship, or if the employee has seriously breached some obligation arising from statutory provisions and relating to work performed by him; in case of ongoing but less serious breaches of some obligation that arises from statutory provisions and relates to the work performed by the employee, this employee may be given notice of termination by his employer provided that in the last six months the employer notified the employee of this possibility in writing (with regard to breach of some obligation that relates to work performed by this employee);
- (h) if the employee breaches another obligation pursuant to section 301a in an especially gross manner.

Subdivision 3 Prohibition of Notice by the Employer

Section 53

- (1) It is prohibited to give notice to an employee during the protection period, namely:
 - (a) during a period while an employee is recognized to be temporarily unfit for work (unless the employee concerned brought on this incapacity intentionally or unless it arose as an immediate consequence of his drunkenness or abuse of addictive drugs), or during a period from submission of a proposal for an employee's treatment in a medical (health care) establishment or a spa or during a period from the start of his treatment in a medical establishment or a spa until such treatment comes to an end; if an employee suffers from tuberculosis, the protection period shall be extended by six months as of his discharge from treatment at a health care establishment;
 - (b) if an employee is called up to take part in military exercises or extraordinary military exercises, the protection period shall start as of the date when the relevant called-up order is served on such employee and shall last during his participation in the exercises and for two weeks after the employee is discharged from the exercises;
 - (c) during a period while an employee is fully released (from his job) to exercise a public office;
 - (d) during a period while a female employee is pregnant or is on maternity leave or while a female or male employee is on parental leave;
 - (e) during a period while a night worker is recognized to be temporarily unfit for night work by a medical certificate issued by the occupational medical services provider.
- (2) If an employee has been given notice before the start of the protection period so that the notice period should expire within the protection period, this protection period shall not be included in the notice period; the employment relationship shall terminate only upon the expiry of the remaining part of the notice period after the end of the protection period except when the employee informs his employer that he will not insist upon prolongation of his employment relationship.

Section 54

The prohibition of giving notice pursuant to section 53 shall not apply to notice given to an employee:

- (a) due to organizational changes pursuant to section 52(a) or (b), apart from those organizational changes pursuant to section 52(b) when the employer transfers his employee within the place (places) of work performance where the employee is to perform work in accordance with his employment contract;
- (b) due to organizational changes pursuant to section 52(b); this shall not apply to a pregnant female employee or a female employee on maternity leave or to an employee on parental leave until the time for which a female employee is entitled to be on maternity leave;
- (c) due to a reason for which the employer may immediately terminate such employee's employment relationship unless it concerns a female employee being on maternity leave or a male employee being on parental leave for a period for which a female employee would be entitled to be on maternity leave; where a female or male employee was given notice for this reason before the start of maternity or parental leave and the notice period would expire within the maternity or parental leave, the notice period shall expire simultaneously with the maternity or parental leave;
- (d) due to another breach of an obligation relating to work performed [section 52(g)] or due to another breach of the employee's obligation laid down in section 301a in an especially gross manner [section 52(h)]; this shall not apply where it concerns a pregnant female employee, a female employee on maternity leave, or a male or female employee on parental leave.

Division 4

Immediate Termination of an Employment Relationship

Section 55

Immediate Termination of an Employment Relationship by the Employer (Instant Dismissal)

- (1) The employer may immediately terminate an employment relationship only:
 - (a) if an employee has been sentenced, under a final verdict, for a wilful criminal offence to a term of unconditional imprisonment of over one year or if an employee has been sentenced, under a final verdict, for a wilful criminal offence committed during performance of his working tasks, or in direct connection therewith, to an unconditional imprisonment of no less than six months;
 - (b) if an employee has breached some obligation that arises from the statutory provisions and relates to his work performance in an especially gross manner.
- (2) The employer may not immediately terminate an employment relationship with a pregnant employee, a female employee who is on maternity leave, or a male or female employee who is on parental leave.

Section 56
Immediate Termination of an Employment Relationship by the Employee
(Instant Resignation)

(1) The employee may immediately terminate his employment relationship (instant resignation) only if:

- (a) according to a medical certificate issued by the occupational medical services provider or under a ruling of the competent administrative agency having reviewed the medical certificate, the employee cannot perform his work (job) any longer without a serious threat to his health and the employer has not transferred the employee to perform some suitable alternative work within 15 days of the submission of such medical certificate;
- (b) the employer has not paid this employee's wage or salary or compensatory wage or compensatory salary or some part of such wage or salary within 15 days of the maturity date [section 141(1)].

(2) The employee who has immediately terminated his employment relationship is entitled to receive compensatory wage or salary in the amount of average earnings for a period equal to the length of his notice period. For the purposes of compensatory wage or salary, section 67(3) shall apply.

Division 5
Common Provisions on Termination of an Employment Relationship

Section 57

(1) The employer may only give notice to an employee due to breach of an obligation (laid down in section 301a) in an especially gross manner within one month from the date when the employer learned of the reason for such notice, however latest within one year from the date on which the reason for notice came to light.

(2) Where during one month pursuant to subsection (1) an employee's conduct (that can be regarded as breach of the regimen by an insured person being temporarily unfit for work) becomes the subject-matter of an inspection by another agency, the employee can also be given notice within one month from the date on which the employer learns of the result of the inspection.

Section 58

(1) For breach of an obligation which ensues from statutory provisions concerning work performed by an employee, or for a reason for which an employment relationship may be immediately terminated, the employer may give notice to his employee or to immediately terminate the employment relationship with him only within a period of two months from the date on which the employer learned of the reason for giving notice or for immediate termination of the employment relationship, and where it concerns breach of an obligation, arising from employment, by an employee abroad, the employer may give notice to his employee or to immediately terminate an employment relationship with him within a period of two months from the employee's return from abroad, however latest within one year from

the date on which the employee's conduct became the reason for notice or immediate termination of the employment relationship.

(2) Where during the two-month period pursuant to subsection (1) the employee's conduct that can be regarded as breach of an obligation that arises from statutory provisions concerning work performed by such employee becomes the subject-matter of inspection (investigation) by another body, the employer may also give notice to this employee or to immediately terminate the employment relationship with him within a period of two months from the date on which the employer learned of the result of the inspection (investigation).

Section 59

The employee may immediately terminate his employment relationship only within two months from the date on which he learned of the reason for immediate termination or at the latest within one year from the date when the relevant fact occurred.

Section 60

Immediate termination of an employment relationship by the employer or by the employee must factually state the reason so that it cannot be confused with another. The stated fact may not be subsequently altered. Immediate termination of an employment relationship must be made in writing.

Section 61

(1) The employer shall consult notice of termination or immediate termination of an employment relationship with the trade union organization in advance.

(2) Where notice of termination or immediate termination of an employment relationship concerns a member of the trade union organization operating within the employer's undertaking (business) during the member's term of office or for a period of one year afterwards, the employer shall ask the trade union organization for its prior consent to such notice of termination or immediate termination. Where the trade union organization does not refuse to give its prior consent in writing within 15 days of the date when the employer asked for it, it shall be understood that the trade union organization has given its consent.

(3) The employer may only act on the consent pursuant to subsection (2) within a period of two months from the date when such consent was given.

(4) Where the trade union organization refuses to give its consent pursuant to subsection (2), the notice of termination or immediate termination of the employment relationship is thus made void; however if the other conditions for giving notice of termination or immediate termination are met and the court rules in a dispute pursuant to section 72 that the employer cannot be justly expected to employ such employee any further, the notice of termination or immediate termination of the employment relationship shall be effective.

(5) As regards other cases of terminating an employment relationship, the employer shall inform the trade union organization thereof within the time-limits agreed with the trade union organization.

Division 6 Collective Dismissals

Section 62

(1) “Collective dismissals” („hromadné propouštění“) means the termination of employment relationships by one employer within a period of 30 calendar days on the basis of notice given for one of the reasons laid down in section 52(a) to (c) to no less than:

- (a)** ten employees where an employer employs from 20 to 100 employees;
- (b)** 10% of employees where an employer employs from 101 to 300 employees;
- (c)** 30 employees where an employer employs more than 300 employees.

Where employment relationships of at least five employees are terminated under the conditions laid down in the first sentence, a total number of employees pursuant to (a) to (c) shall also include those employees with whom the employer terminated their employment relationship for the same reasons by agreement.

(2) Before giving notice to individual employees, this shall be reported in writing by the employer to the trade union organization and the works council in time, latest 30 days in advance; the employer shall also provide the information of:

- (a)** the reasons for collective dismissals;
- (b)** the number and professional qualifications of the employees to be made redundant;
- (c)** the number and professional qualifications of all employees employed by the employer (by the employer's undertaking);
- (d)** the period within which collective dismissals are planned to take place;
- (e)** the criteria proposed for selecting employees to be made redundant;
- (f)** redundancy payment (i.e. severance pay) and other rights of the employees being made redundant.

(3) The purpose of consultations with the trade union organization and the works council (i.e. the council of employees) is to reach an agreement, in particular with regard to measures aimed at prevention or reduction of collective dismissals, the mitigation of their adverse implications for employees, especially the possibility of their placement in suitable jobs at other employer's workplaces (sites).

(4) The employer shall concurrently inform in writing the regional branch of the Labour Office (that is competent according to the employer's place of activities) of the measures pursuant to subsections (2) and (3), in particular of the reasons for such measures, the total number of employees and the number and professional structure of those employees affected by the measures, the period within which the collective dismissals will take place, the criteria proposed for the selection of employees to be made redundant and also the commencement of consultation with the trade union organization and the works council. One copy of the written information shall be delivered by the employer to the trade union organization and one to the works council.

(5) The employer shall provably deliver to the regional branch of the Labour Office (that is competent according to the employer's place of activities) a written report on his decision on collective dismissals and on the results of consultation with the trade union organization and the works council. The employer shall specify in his report the total number of employees and the number and professional structure of those employees affected by the collective dismissals. One copy of this report shall be delivered to the trade union organization and one to the works council. The trade union organization and the works council have the right to give each its independent opinion on the employer's written report and deliver it to the regional branch of the Labour Office (that is competent according to the employer's place of activities). Where an insolvency order (Note 21a) has been made against a certain employer, the employer shall deliver such written report to the competent regional branch of the Labour Office only at its request.

(6) Where neither a trade union organization nor a works council has been formed at the employer's undertaking, or where, if it has been formed, it does not operate there, the employer shall fulfil the duties pursuant to subsections (2) to (5) in relation to every employee affected by the collective dismissals.

(7) The employer shall inform his employee of the date of delivery of the written report to the regional branch of the Labour Office pursuant to section 63.

Section 63

The employment relationship of an employee who is affected by collective dismissals shall terminate by notice earliest on the expiry of 30 consecutive days from the delivery of the employer's written report pursuant to section 62(5) to the regional branch of the Labour Office that is competent according to the employer's place of activities except when the employee declares that he does not insist on the extension of his employment relationship (i.e. on observance of the said time-limit). This shall not apply where an insolvency order (Note 21a) has been made against the employer.

Section 64

The provisions of sections 62 and 63 shall also apply to collective dismissals on which the decision was made by the competent body [section 52(c)].

Division 7
Other Cases of Termination of an Employment Relationship

Section 65
Termination of Fixed-Term Employment Relationship

(1) A fixed-term employment relationship may also come to an end by the other ways laid down in section 48(1), (3) and (4). Where the duration of such employment relationship is restricted by a period in which specified working tasks are to be performed, the employer shall notify his employee in time that the work will be completed, as a rule, at least three days in advance.

(2) Where after expiry of the agreed term [section 48(2)] the employee continues to perform his work and the employer is aware of it, such employment relationship shall be deemed to change into an employment relationship for an indefinite period.

Section 66
Termination of an Employment Relationship during Trial Period

(1) During a trial period both the employer and his employee may terminate the employment relationship due to any reason or without stating any reason. However, during the trial period the employer may not terminate such employment relationship within the first 14 calendar days of an employee's temporary incapacity for work or quarantine and where it concerns the trial period in a period from 1 January 2012 to 31 December 2013, the employer may not terminate such employment relationship within the first 21 calendar days of his employee's temporary incapacity for work or quarantine.

(2) The termination of an employment relationship during a trial period must be made in writing; the employment relationship shall come to an end on the day when the notice is delivered unless a later date is stated therein.

Division 8
Severance Pay (Redundancy Payment)

Section 67

(1) On termination of an employment relationship, an employee whose employment relationship is terminated by notice given by his employer for one of the reasons laid down in section 52(a) to (c) or by agreement for the same reasons is entitled to receive from the employer severance pay (redundancy payment) at least in the amount equal to:

- (a) once his average (monthly) earnings where an employment relationship to the employer lasted less than one year;
- (b) twice his average earnings where an employment relationship to the employer lasted at least one year and less than two years;
- (c) triple his average earnings where an employment relationship to the employer lasted at least two years;

(d) the sum of triple his average earnings and the amounts laid down in (a) to (c) where his employment relationship is terminated in a period when he is subject to a working hours account and to the procedure pursuant to section 86(4).

A period of an employee's employment relationship shall also include his preceding employment relationship to the same employer provided that the time between the termination until the commencement of the subsequent employment relationship did not exceed six months.

(2) An employee whose employment relationship is terminated by notice given by his employer for one of the reasons laid down in section 52(d) or by agreement for the same reasons is entitled to receive severance pay in the amount of at least twelve times his average earnings upon termination of the employment relationship. Where an employee's employment relationship is terminated because (according to a medical certificate issued by an occupational medical services provider or according to a ruling of the competent administrative agency having reviewed the medical certificate) he cannot perform his hitherto work due to an industrial injury or occupational disease and the employer has fully relieved himself from liability pursuant to section 367(1), the employee is not entitled to receive severance pay pursuant to the first sentence.

(3) For the purposes of severance pay, "average earnings" („průměrný výdělek“) means average monthly earnings.

(4) Severance pay shall be paid by the employer to the employee after termination of the employment relationship, namely on the next pay-day fixed for wage or salary payment at the employer's undertaking unless the employer and the employee agree in writing that payment of such severance pay will be made on the date when the employee's relationship comes to an end or on a later pay-day.

Section 68

(1) Where, after the termination of an employment relationship, an employee will perform work for his hitherto employer in an employment relationship or under an agreement to perform work before the expiry of the period determined by the number of multiples of average earnings (used for the calculation of his severance pay), the employee shall refund his severance pay, or its proportional part, to his employer.

(2) The proportional part of severance pay shall be determined according to the number of calendar days from the employee's new commencement of work until the expiry of the period pursuant to subsection (1).

Division 9

Void Termination of an Employment Relationship

Section 69

(1) Where the employer has given an employee notice that is void or terminated an employment relationship with his employee either immediately or during the trial period in a void manner, and the employee has informed the employer in writing without delay that he insists on being further employed by this employer, the employee's employment relationship will continue (will be maintained) and the employer shall pay compensatory wage or salary to

this employee. Such compensatory wage or salary pursuant to the first sentence shall be due to the employee (in the amount of his average earnings) as of the date he has informed the employer that he insists on continuation of his employment relationship until the time when the employer enables this employee to continue his work performance or until the employment relationship is brought to an end in a valid manner.

(2) Where a total period for which the employee should be entitled to compensatory wage or salary exceeds six months, based on a motion filed by his employer, the court may adequately reduce the employer's obligation to pay compensatory wage or salary to the employee for a period in excess of six months; in considering the matter, the court shall take particularly into account whether in between the employee was employed elsewhere, the type of work he performed and the amount of his earnings or the reason for which he did not take up work.

(3) Where the employer has terminated an employment relationship in a manner which is void but the employee does not insist on continuation of employment by this employer, it shall apply, unless another date of termination is agreed in writing between the employer and the employee, that the employment relationship terminates by agreement as follows:

(a) where notice has been given in a void manner, on the expiry of the notice period;

(b) where the employment relationship has been terminated either immediately or within the trial period in a void manner, on the date on which the employment relationship ought to have come to an end as a result of such termination;
in these cases, the employee is entitled to compensatory wage or salary in the amount of his average earnings for the notice period.

Section 70

(1) Where an employee has given a void notice of termination or has immediately terminated his employment relationship in a void manner, or has terminated his employment relationship within the trial period in a void manner, and the employer has notified this employee in writing, without delay, of his insistence on the employee's continuation of work performance, the employment relationship shall be maintained. Where the employee does not comply with the employer's notification, the employer may require from the employee compensation of damage (damages) having arisen to the employer as of the date when the employee has been notified of the employer's insistence on the employee's continuation of work performance.

(2) Where an employee has terminated his employment relationship in a void manner but the employer does not insist on the continuation of the employee's work, it shall apply, unless another date of termination is agreed in writing between the employer and the employee, that the employee's employment relationship has come to an end by agreement:

(a) upon expiry of the notice period if the employee has given notice in a void manner;

(b) on the day stated by the employee as the date of termination of his employment relationship if the employee has immediately terminated his employment relationship in a void manner or if he has terminated his employment relationship within the trial period in a void manner.

(3) In the cases pursuant to subsection (2), the employer may not claim compensation of damage (damages) against the employee.

Section 71

In the event of a void agreement on termination of an employee's employment relationship, the same procedure applies to the assessment of the employee's entitlement to compensation for lost wage or salary as in the event of a void notice of termination given by the employer (section 69). The employer may not claim compensation for damage (i.e. damages) due to such agreement being void.

Section 72

Nullity of termination of an employment relationship by notice, by immediate dismissal or resignation, by notice during the trial period or by agreement may be claimed both by the employer and the employee before the competent court within two months of the date when the employment relationship in question ought to have come to an end as a result of such termination.

Division 10

Discharge or Resignation from Managerial Position

Section 73

(1) In the cases referred to in section 33(3) the person (body) being competent to appoint [section 33(4)] the relevant head (managerial employee) is also authorized to discharge him from office; the head may also submit his resignation.

(2) Where the employer is a legal entity other than that referred to in section 33(3) or an individual, this employer may agree with his managerial employee the possibility of discharging him from the managerial position provided that it is concurrently agreed that he may resign from the position (office) himself.

(3) Managerial positions (top managerial posts) pursuant to subsection (2) are:

(a) positions over which direct (immediate) control is exercised by:

1. the statutory body if the employer is a legal entity,
2. the employer if this employer is an individual (a natural person),

(b) such position over which direct control is exercised by a member of the (top) management who is directly subordinate to:

1. the statutory body if the employer is a legal entity,
2. the employer if this employer is an individual,

provided that another (lower rank) managerial employee is subordinate to the person holding such (managerial) position.

(4) Where the employer is a legal entity, a managerial employee pursuant to subsection (2) may only be discharged from his position by the statutory body, and where the employer is an individual, a managerial employee may only be discharged from his position by this individual (i.e. employer).

Section 73a

(1) Discharge or resignation from the position of a managerial employee must be made in writing. A managerial employee's performance of work in his managerial position shall end on the day which follows after the date of delivery of the letter (notice) of discharge (dismissal) or resignation from such managerial position unless some later date is stated therein.

(2) The employment relationship shall not come to an end upon discharge or resignation from the position of a managerial employee; the employer shall submit to this employee a proposal for a change in his position within the employer's undertaking, offering him some suitable alternative work (job) corresponding to the employee's state of health and qualifications. Where the employer has no such work for this employee, or where the employee refuses to take up the work offered, it is regarded as an obstacle to work on the employer's side and this is concurrently considered as a reason for notice pursuant to section 52(c); severance pay that is granted to an employee on termination of an employment relationship due to organizational changes shall only be payable to the managerial employee provided that after discharge from his managerial position this position ceases to exist as a consequence of the organizational change.

(3) Where the appointment to a managerial position is connected with a fixed-term employment relationship or alters an existing employment relationship to that for a fixed term, such employee's employment relationship shall not end earlier than on the expiry of the said term [section 48(2)].

PART THREE

AGREEMENTS ON WORK PERFORMED OUTSIDE AN EMPLOYMENT RELATIONSHIP

Section 74 **Common Provisions**

(1) The employer shall ensure performance of his (business) tasks primarily by employees being in an employment relationship.

(2) The employer is not obliged to schedule hours of work of those employees engaged under agreements on work performed outside an employment relationship („dohody o pracích konaných mimo pracovní poměr“).

Section 75 **Agreement to Complete a Job**

The scope of work for which an agreement to complete a job („dohoda o provedení práce“) is concluded may not exceed 300 hours in one calendar year. The said scope of working hours shall also include those hours of work for which a certain employee carried out some work for the same employer in one calendar year based on another agreement to complete a job. The agreement must specify a period for which it is concluded.

Section 76 **Agreement to Perform Work**

(1) An agreement to perform work („dohoda o pracovní činnosti“) may be concluded by an employer with an individual provided that the scope of such work does not exceed 300 hours in one calendar year.

(2) Where the average scope of work exceeds one-half of standard weekly working hours, it may not be carried out on the basis of an agreement to perform work.

(3) Observance of the agreed and maximum permissible scope of one-half of standard weekly working hours shall be assessed for the entire period for which an agreement to perform work was concluded, however for no more than a period of 52 weeks.

(4) An agreement to perform work must include the agreed type of work, the agreed scope of working hours and the period for which it is concluded.

(5) Where the manner of terminating such agreement has not been agreed, the agreement may be terminated at a date, agreed by mutual consent of the contracting parties; unilaterally it may be terminated by stating any reason, or without stating it, with a 15-day notice period starting to run as of the date when the written notice is delivered to the other contracting party. However, immediate termination of an agreement to perform work may only be agreed in the instances for which immediate termination of an employment relationship is permissible.

Section 77

Common Provisions

(1) An agreement to complete a job or an agreement to perform work must be concluded in writing; one copy of the agreement shall be given by the employer to the employee.

(2) Unless this Code provides further otherwise, the provisions regulating performance of work in an employment relationship shall also apply to work carried out on the basis of an agreement to complete a job or an agreement to perform work; however, this shall not apply to:

(a) transfer to alternative (different) work;

(b) temporary assignment;

(c) severance pay;

(d) working hours and rest periods (rest breaks); however, performance of work may not exceed 12 hours within 24 consecutive hours;

(e) obstacles to work on an employee's side;

(f) annual leave;

(g) termination of an employment relationship;

(h) remuneration under an agreement to complete a job or an agreement to perform work (referred to further as “remuneration pursuant to an agreement”), with the exception of the minimum wage; and

(i) reimbursement of travel expenses.

(3) The right of an employee carrying out work on the basis of an agreement to perform work to claim other important personal obstacles to work and annual leave may be agreed in internal regulations (internal rules) under the conditions laid down in sections 199 and 206 and in Part Nine. However, the regulation pursuant to sections 191 to 198 and pursuant to section 206 must always be complied with in respect of an agreement to complete a job and an agreement to perform work.

PART FOUR WORKING HOURS AND REST PERIODS

CHAPTER I COMMON PROVISIONS ON WORKING HOURS AND LENGTH OF WORKING HOURS

Section 78

- (1) For the purposes of the regulation of working hours and rest periods:
- (a) “working hours“ (or “hours of work” or “working time”; in Czech „pracovní doba“) means a period of time for which an employee is obliged to perform work for his employer and a period of time for which an employee is ready to perform work at the workplace according to his employer's instructions (orders);
 - (b) “rest period” (or “period of rest”, in Czech „doba odpočinku“) means any period outside working hours;
 - (c) “shift” („směna“) means such part of weekly working hours, excluding overtime, for which an employee is obliged to perform work for his employer according to a predetermined schedule (pattern) of shift-working;
 - (d) “two-shift pattern of work” („dvousměnný pracovní režim“) means a schedule (pattern) of work in which employees rotate in two shifts within a period of 24 consecutive hours;
 - (e) “three-shift pattern of work” („třisměnný pracovní režim“) means a schedule of work in which employees rotate in three shifts within a period of 24 consecutive hours;
 - (f) “continuous pattern of work” („nepřetržitý pracovní režim“) means a pattern of work in which employees rotate in shifts within a period of 24 consecutive hours;
 - (g) “continuous operations” („nepřetržitý provoz“) means operations which require work to be performed 24 hours a day, seven days a week;
 - (h) “standby” („pracovní pohotovost“) means a period during which an employee is on call to perform work, as covered by his employment contract, and which in case of urgent need must be done in addition to his schedule of shifts. Standby may only take place at a place agreed with an employee but it must be at a place other than the employer's workplaces;
 - (i) “overtime work” („práce přesčas“) is work performed by an employee, on the instruction of his employer or with his employer's consent, which exceeds standard weekly working hours following from the predetermined schedule of working hours and above the pattern of shifts. As regards part-timers, overtime means any work exceeding their predetermined weekly working hours; however, part-timers may not be ordered to work overtime. Where the employer provides his employee with time off at the employee's request and the employee performs work for such time off, this is not regarded as overtime;

- (j) “night work” („noční práce“) means work performed during night time; “night time” („noční doba“) is the time between 10 p.m. and 6 a.m.;
- (k) “night worker” („zaměstnanec pracující v noci“) means an employee who works, on average, no less than three hours of his working time within 24 consecutive hours at least once a week within the period referred to in section 94(1);
- (l) “even distribution of working hours” (or “even allocation of working hours“; in Czech „rovnoměrné rozvržení pracovní doby“) means that the standard weekly working hours or working hours of part-times are evenly allocated by the employer to individual weeks;
- (m) “uneven distribution of working hours” („nerovnoměrné rozvržení pracovní doby“) means that the standard weekly working hours or working hours of part-timers are unevenly allocated by the employer to individual weeks and that the average weekly working hours for a period of no more than 26 consecutive weeks may not exceed the standard weekly working hours. Only the relevant collective agreement may extend this period to a maximum of 52 consecutive weeks.
- (2) The provisions of subsection (1)(d) to (f) shall also apply to a situation when on a regular rotation of shift-workers (employees working on shifts) there is concurrent performance of work also by employees (workers) of a follow-up shift provided that this situation lasts for a maximum of one hour.

Section 79

Standard Weekly Working Hours

- (1) The length of standard weekly working hours shall be 40 hours per week.
- (2) The length of standard weekly working hours of:
- (a) employees who work underground on extraction of coal, ores or non-metallic raw materials, or on construction of mineworks or who are engaged in geological prospecting on mining sites, shall be 37.5 hours per week;
- (b) employees who are on a three-shift or continuous pattern (schedule) of work shall be 37.5 hours per week;
- (c) employees who are on a two-shift pattern of work shall be 38.75 hours per week.
- (3) A reduction of the standard weekly working hours below the length laid down in subsections (1) and (2) without a concurrent reduction of wage may only be included in the relevant collective agreement or internal regulations. However, a reduction of the standard weekly working hours according to the first sentence may not be made by the employer referred to in section 109(3).

Section 79a

As regards an employee who has not yet reached the age of 18 years, the length of a shift on individual days may not exceed eight hours and where such employee performs work in

two or more basic labour relationships pursuant to section 3, the length of his weekly working hours may not exceed in total 40 hours per week.

Section 80
Part-Time Work

Part-time work (in Czech „kratší pracovní doba“) below the scope laid down in section 79 may only be agreed between the employer and the employee. The employee (part-timer) is entitled to be paid wage or salary according to the scope of his agreed part-time work.

CHAPTER II
DISTRIBUTION OF WORKING HOURS

Division 1
Fundamental Provisions

Section 81

- (1) The employer shall distribute working hours and determine the start and end of shifts.
- (2) As a rule, working hours are distributed over five-day working week. In distributing working hours, the employer shall see to it that the distribution is not contrary to safe work and does not pose risks to health.
- (3) The employee shall be at the workplace at the start of his shift and leave the workplace only after the end of his shift.

Section 82
Repealed

Section 83

The length of a shift may not exceed 12 hours.

Section 84

The employer shall draw up a written weekly work schedule and inform his employee of the schedule or its alteration latest two weeks before the beginning of the period over which the working hours are distributed and where it concerns a working hours account, the employer shall inform his employee of the schedule latest one week before the period concerned unless the employer and the employee have agreed on another time-limit with regard to providing this information.

Division 2
Flexible Working Hours Scheme

Section 85

- (1) Flexible working hours scheme (in Czech „pružné rozvržení pracovní doby“) consists of bands of core time and flexi-time; the beginning and the end of these time bands are determined by the employer.
- (2) An employee is obliged to be at his workplace during the determined core time (also referred to as “core working hours”; in Czech „základní pracovní doba“).
- (3) Within flexible working hours (also referred to as “flexi-time”; in Czech „volitelná pracovní doba“) an employee can choose the start and the end of his working time. A total shift length may not exceed 12 hours.
- (4) Where a flexible working hours scheme is used, the average weekly working hours must be complied with within a settlement period that is fixed by the employer, however within no longer than within the period laid down in section 78(1)(m).
- (5) A flexible working hours scheme is not applied:
- (a) when an employee is on a business trip;
 - (b) when there is necessity to ensure fulfilment of an urgent working task within a certain shift the start and end of which is firmly fixed, or when the application of a flexible working hours scheme is prevented due to operational grounds, or when on an employee's side there are important obstacles to work due to which he is entitled to compensatory wage or salary pursuant to section 192 or to sickness benefit pursuant to the sickness insurance statutory provisions; and
 - (c) in other cases determined by the employer.
- (6) In the cases pursuant to subsection (5), a predetermined distribution of weekly working hours into shifts, as fixed by the employer, shall apply to the employee concerned.

Division 3 Working Hours Account

Section 86

- (1) “Working hours account” (or “working time account”; in Czech „konto pracovní doby“) is a method of distributing working hours and this method may only be introduced on the basis of the relevant collective agreement or, where there is no trade union organization operating in the employer's undertaking, on the basis of the internal regulations (internal rules).
- (2) Working hours accounts may not be applied by the employers referred to in section 109(3).
- (3) Where a working hours account is applied, a settlement period may not exceed 26 consecutive weeks. Only the relevant collective agreement may extend this period up to a maximum of 52 weeks.

(4) Only where it is laid down in the relevant collective agreement, overtime work that was performed by an employee within the working hours account scheme in a determined settlement period (which is fixed in the collective agreement and which does not exceed 52 consecutive weeks) and that is in a maximum scope of 120 hours may be credited to the immediately following settlement period.

Section 87

(1) Where working hours accounts are used, the employer shall keep a working hours account for every employee.

(2) An employee's working hours account shall state:

(a) the standard weekly working hours or, where a part-timer is concerned, the working hours agreed;

(b) the distribution of working hours to individual working days, including the start and the end of a shift; and

(c) the hours worked on individual working days and per week.

(3) Where working hours accounts are used and a period shorter than that laid down in section 86(3) is applied, a difference between (relevant multiples of) the standard weekly working hours, or the agreed working hours of a certain part-timer per week, and the number of hours worked over such shorter period shall be calculated at its end.

CHAPTER III WORK BREAKS AND SAFETY BREAKS

Section 88

(1) After an employee's continuous work for six hours at the utmost, he must be given by the employer a work break for meal and rest lasting at least 30 minutes; an adolescent employee must be given such break after a maximum of four and half hours of continuous work. Where an employee performs work that cannot be interrupted, this employee must be given a reasonable time for rest and food even without the interruption of operations or work, in this case such time shall be included into working hours. An adolescent employee must always be given a break for meal and rest in accordance with the first sentence.

(2) Where a break for meal and rest is divided, at least one of its parts must last a minimum of 15 minutes.

(3) A work break for meal and rest shall not be provided at the start and the end of working hours.

(4) Breaks for meal and rest breaks (i.e. work breaks) shall not be included into the working hours.

Section 89

(1) Where under other statutory provisions an employee is entitled to a safety break during performance of his work, this break shall be included into his working hours.

(2) Where a safety break falls on the time of a work break for meal and rest, this work break shall be included into the working hours.

CHAPTER IV REST PERIODS

Division 1 Uninterrupted Rest Period between Two Shifts

Section 90

(1) The employer shall distribute working hours in such a way so that his employee has a minimum rest period of 12 hours between the end of one shift and the start of a subsequent shift within 24 consecutive hours.

(2) A rest period pursuant to subsection (1) may be reduced to a minimum period of 8 hours within 24 consecutive hours to an employee who is over the age of 18 years provided that his subsequent rest period is extended by the time for which his preceding rest period was reduced, and this shall apply to employees:

(a) working in continuous operations, and to employees with unevenly distributed working hours and to employees on overtime work;

(b) in agriculture;

(c) on the provision of services to the population, in particular

1. in public catering;
2. in cultural establishments;
3. in telecommunications and postal services;
4. in health care (medical) establishments;
5. in establishments providing social services (Note 22a);

(d) working on urgent repairs if such repairs are required to avert some danger to employees' life or health;

(e) on occurrence of natural disasters and similar emergency situations.

Section 90a

As regards seasonal agricultural work, a rest period between the end of one shift and the start of the next one where such rest period was reduced pursuant to section 90(2) may be compensated to an employee who is older than 18 years in the subsequent three weeks since the said reduction.

Division 2 Non-Working Days

Section 91

(1) “Non-working days” („dny pracovného klidu“) shall be those days on which an employee's uninterrupted rest falls during the week and public holidays (Note 23).

(2) The employer may only exceptionally order his employees to work on non-working days.

(3) On a day of uninterrupted rest during the week the employer may order an employee to perform only such necessary work that cannot be postponed until working days, namely:

(a) urgent repairs;

(b) loading and unloading;

(c) inventory-taking and closing of the accounts;

(d) work in continuous operations performed instead of another employee who failed to come to work on a certain shift;

(e) on occurrence of natural disasters and similar emergency situations;

(f) types of work relating to satisfying the necessities of life, health care, training, cultural, physical educational and sporting needs of the population;

(g) work in transport (transportation);

(h) feeding and care for animals.

(4) On a public holiday the employer may only instruct his employee to perform work which may be ordered to be performed on days of uninterrupted rest during the week, and work in continuous operations and work required for guarding the employer's facilities.

(5) The employer may order performance of those types of work laid down in subsections (3) and (4) on non-working days no more than twice within a period of four consecutive weeks where the procedure pursuant to section 86(4) is applied to working hours accounts.

(6) At an employer's undertaking where employees work night shifts, a non-working day shall start at an hour equal to the start of work by employees of the shift that is the first in the given week according to the schedule of shifts. The provision of the first sentence may also apply to

the right to wage or salary, remuneration pursuant to an agreement and to the calculation of average earnings.

Division 3

Uninterrupted Rest Period Per Week

Section 92

(1) The employer shall distribute working hours so that his employee has one uninterrupted rest period of 35 hours during the week. For an adolescent employee such an uninterrupted rest period during the week may not be less than 48 hours.

(2) Where operations so allow, the employer shall set an uninterrupted rest period during the week for all employees to fall on the same day and in such a manner that it includes Sunday.

(3) In the instances referred to in section 90(2) and in technological processes that cannot be interrupted, the employer may schedule working hours of employees who are over the age of 18 years so that a period of uninterrupted rest during the week is at least 24 hours provided that these employees are granted an uninterrupted rest period of at least 70 hours within two weeks.

(4) Where it has been so agreed, an uninterrupted rest period in agriculture:

(a) of no less than 105 hours in total may be provided in a three-week period;

(b) of no less than 210 hours in total may be granted in a six-week period.

CHAPTER V

OVERTIME WORK

Section 93

(1) Overtime work may be performed only exceptionally.

(2) The employer may order overtime work only due to serious operational reasons, even within an uninterrupted rest period between two shifts or, under the conditions laid down in section 91(2) to (4), even on non-working days. An employee may not be ordered to do more than 8 hours of overtime work within individual weeks and 150 hours of overtime work within one calendar year.

(3) The employer may only require from his employee overtime work in excess of the scope pursuant to subsection (2) if the employer and the employee have so agreed.

(4) A total scope of overtime work may not exceed on average 8 hours per week calculated over a period of no more than 26 consecutive weeks. Only the relevant collective agreement may extend such period to 52 consecutive weeks at the utmost.

(5) The number of hours of a maximum permissible overtime work within a settlement period pursuant to subsection (4) shall not include overtime work for which the employee concerned was granted time off.

Section 93a **Additionally Agreed Overtime Work in Health Care**

(1) Additionally agreed overtime work in health care means work in continuous operations in connection with the reception, treatment and care of patients or in connection with providing pre-hospital urgent care in hospitals, other in-patient health care facilities and health care facilities of health care rescue services performed by:

(a) a physician (doctor of medicine), dentist or pharmacist (Note 23a),

(b) a health care worker of paramedic health care professions working in continuous operations (Note 23b),

(hereafter referred to as “employee in health care”). Additionally agreed overtime work is work performed in excess of the scope laid down in section 93(4).

(2) An employee in health care who disagrees to perform additional overtime work may neither be forced to agree thereto nor be exposed to any detriment. The employer shall notify in writing the competent labour inspection agency of the application of additionally agreed overtime work.

(3) Additionally agreed overtime work of employees in health care may not exceed on average eight hours per week, and as regards employees in health care rescue services it may not exceed on average 12 hours per week, over a period that may not be longer than 26 consecutive weeks; only the relevant collective agreement may increase this period up to a maximum of 52 consecutive weeks.

(4) An agreement on additionally agreed overtime work:

(a) must be concluded in writing;

(b) may not be concluded during the first 12 weeks from the date of commencement of the employment relationship;

(c) may not be agreed for a period longer than 52 consecutive weeks;

(d) may be immediately cancelled, even without stating any reason, within a period of 12 weeks from its conclusion; such immediate cancellation must be made in writing;

(e) may be terminated on any ground or without stating any ground; the notice of termination must be made in writing. Unless a shorter notice period has been agreed, the notice period shall be two months; the notice period must be the same both for the employer and the employee in health care.

(5) The employer shall keep an up-to-date list of employees performing additionally agreed overtime work.

(6) Unless this provision stipulates otherwise, the provisions of the Labour Code on overtime work shall apply to additionally agreed overtime work as appropriate.

CHAPTER VI NIGHT WORK

Section 94

(1) The length of a shift of an employee working at night (a night worker) may not exceed 8 hours within 24 consecutive hours; where this is not feasible for operational reasons, the employer shall distribute the standard weekly working hours in such a way so that the average length of a shift does not exceed 8 hours within a maximum period of 26 consecutive weeks; the calculation of a night worker's average shift length shall be based on a five-day working week.

(2) The employer shall ensure that a night worker is examined by an occupational medical service provider:

(a) before the employee (worker) is placed to do night work;

(b) at regular intervals as required, however at least once a year;

(c) at any time when a night worker asks for a medical examination (check-up).

The reimbursement of these medical services may not be demanded from the employee.

(3) The employer shall arrange for night workers to have appropriate social conditions at work, especially the possibility to have refreshments.

(4) The employer shall provide workplaces where night work is done with first aid remedies and ensure that these workplaces are so equipped that emergency medical assistance can be called if necessary.

CHAPTER VII STANDBY

Section 95

(1) The employer may only require standby from his employee if standby (i.e. being on call; in Czech „pracovní pohotovost“) has been agreed with this employee. The employee is entitled to remuneration for his standby in accordance with section 140.

(2) Where an employee performs work during his standby, he is entitled to wage or salary; in such case the employee is not entitled to remuneration pursuant to section 140. Performance of work during standby above standard weekly working hours is overtime work (section 93).

(3) Standby during which work is not performed is not included into working hours.

CHAPTER VIII JOINT PROVISIONS ON WORKING HOURS AND REST PERIODS

Section 96

(1) The employer shall keep records of each individual employee's:

(a) time spent (including its start and end) on

1. a shift [section 78(1)(c)];
2. overtime work [section 78(1)(i) and section 93];
3. additionally agreed overtime work (section 93a);
4. night work (section 94);
5. hours worked within standby [section 95(2)];

(b) standby, including its start and end [section 78(1)(h) and section 95].

(2) At an employee's request, the employer shall enable the employee to inspect his working hours account or records of working hours and his wage account and make excerpts therefrom or copies thereof at the employer's cost.

Section 97

- (1) Where flexible distribution of working hours is used, obstacles to work on an employee's side shall be considered as performance of work only in the scope in which they fall within the core working hours. The first sentence shall not apply to temporary incapacity for work when the employee is provided with compensatory wage or salary (i.e. compensation for wage or salary; section 192).
- (2) Where flexible distribution of working hours is applied, and there are obstacles to work on an employee's side due to which the employee is entitled to time off only for the necessary period or there are obstacles to work consisting in activity of employee representatives who are entitled to time off for this activity, such entire time off shall be regarded as performance of work.
- (3) Where flexible distribution of working hours is applied and there are obstacles to work on the employer's side with an impact on an employee's shift, an average length of shift shall be counted for every individual day when the said obstacles persist (i.e. the working time during these obstacles shall be deemed as hours of performance of work).
- (4) For the purposes of subsections (1) to (3), the daily working hours shall be equal to an average shift length as it follows from the standard weekly working hours or relevant part-time working hours.
- (5) Where flexible distribution of working hours is applied and there are obstacles to work on an employee's side, time off shall only be provided in the scope of the necessary period or in the scope of the length of a shift as scheduled by the employer for the day in question.

Section 98

- (1) Where flexible distribution of working hours is applied, overtime work shall always be calculated as work done in excess of the standard weekly working hours and (concurrently) in excess of the core working hours.
- (2) Where account of working hours is applied, overtime work is work performed in excess of the standard weekly working hours that is a multiple of the standard weekly working hours and the number of weeks within the settlement period pursuant to section 86(3) or 87(3).

Section 99

Measures concerning collective regulation of working hours, overtime work, the possibility to order performance of work on non-working days and night work with regard to occupational safety and health protection shall be consulted by the employer in advance with the trade union organization.

CHAPTER IX AUTHORIZING PROVISIONS

Section 100

(1) The Government shall set out in its Decree exceptions concerning the regulation of working hours and rest periods of employees engaged in transport, namely:

- (a)** members of the crew of a lorry (truck) or bus (Note 24);
- (b)** employees concerned with road maintenance (Note 25);
- (c)** railwaymen of country-wide and regional railways and railway sidings (Note 26);
- (d)** employees of municipal public transport (Note 27);
- (e)** airline crew members and employees ensuring airport operation (Note 28);
- (f)** vessel crew members (Note 29);
- (g)** employees attending to vessels in ports (Note 29);

the Government shall set out in detail groups of employees pursuant to (a) to (g) and the procedure and further obligations of employers and employees with regard to the regulation of working hours and rest periods.

(2) The Government may set out in its Decree exceptions concerning the working hours and rest periods of members of a fire brigade belonging to an employer's undertaking (Note 31) where such brigade consists of the employer's employees who carry out this activity as their job and whose working obligations include direct performance of the fire brigade tasks; however, such exceptions shall not apply to the length of the standard weekly working hours. As regards exceptions according to the first sentence, the length of a shift may not exceed 16 hours in an uneven distribution of working hours.

PART FIVE

OCCUPATIONAL SAFETY AND HEALTH PROTECTION

CHAPTER I

RISK PREVENTION

Section 101

(1) The employer shall ensure occupational safety and health protection of employees at work with regard to risks which might endanger his employees' life and health during performance of work (hereafter "risks"; in Czech „rizika“).

(2) The care for occupational safety and health protection, imposed on the employer by subsection (1) or other statutory provisions, forms an integral and equal part of managerial employees' obligations, at all levels (stages) of management, within the scope of their positions.

(3) Where employees of two or more employers fulfil tasks at one and the same workplace (site), their employers shall inform each other in writing of any risks and measures adopted for the purpose of risks prevention with regard to performance of work at the workplace (site), and cooperate to ensure occupational safety and health for all employees at the workplace (site). On the basis of a written agreement of the employers, who are parties to such agreement, one employer authorized thereto by the agreement shall coordinate measures concerning employees' occupational safety and health protection and relevant procedures.

(4) Each of the employers referred to in subsection (3) shall:

(a) ensure that his activities and his employees' work is organized, coordinated and carried out in such a way that the employees of the other employers at the workplace are also concurrently protected;

(b) inform, sufficiently and without delay, the trade union organization or the employee representative for occupational safety and health, and if there is none (at the employer's undertaking), directly his employees of risks and measures adopted according to the information provided by the other employers.

(5) The employer's obligation (duty) to ensure occupational safety and to protect health at work shall also relate to all persons (individuals) who are present at his workplaces (sites) with his knowledge.

(6) The cost for ensuring occupational safety and health protection shall be borne by the employer; the cost may not be transferred, directly or indirectly, to employees.

Section 102

(1) The employer shall create the working environment and working conditions, which are safe and do not endanger employees' health, by organizing appropriate occupational safety and health protection and by taking measures aimed at risk prevention.

(2) “Risk prevention” („předcházení rizik“) means all measures taken under statutory provisions and other regulations in order to ensure occupational safety and health protection at work and other measures taken by the employer in order to prevent or eliminate risks or to minimize the impact of risks which cannot be eliminated.

(3) The employer shall systematically seek out dangerous factors, assess processes having impact on the working environment and working conditions, identify causes and sources of risks. On the basis of these findings, the employer shall identify and assess risks, adopt measures for their elimination and implement such measures so that those types of work classified under other statutory provisions as risky can be included in a less risky category as a result of the improved working conditions and reducing the level of decisive risk factors relating to work. For this purpose, the employer shall regularly check the level of occupational safety and health protection, in particular the condition of manufacturing machinery and working means, the availability of facilities at workplaces and the level of risky factors having the impact on the working (operating) conditions, thereby complying with the methods and procedures used for the ascertainment and assessment of risky factors under other statutory provisions.

(4) Where risks cannot be removed, the employer shall assess them and take measures limiting their impact in order to minimize the danger which they pose to his employees' safety and health. The said measures form an integral and equal part of the employer's activities at all management levels. The employer shall keep documentation on seeking out risks, their assessment and measures taken according to the first sentence.

(5) In adopting and implementing technical, technological, organizational and other measures to prevent risks, the employer shall take into consideration the following general preventive principles:

(a) limitation of risks at source;

(b) elimination (removal) of risks at source;

(c) modification of working (operating) conditions to the employees' needs with a view to limiting the adverse effects of work on their health;

(d) replacement of physically demanding work by new technological and working processes;

(e) substitution of dangerous technologies, manufacturing equipment and working means, raw materials and other materials by less dangerous or less risky ones in accordance with the latest scientific and technological (technical) knowledge;

(f) reduction of the number of employees who are exposed to the impact of occupational risk factors (exceeding the maximum limits set by occupational hygiene) and other hazards to the absolute minimum number necessary for running the operations;

(g) planning of risk prevention measures with regard to the application of technology, work organization, working conditions, social relations and the impact of the working environment;

(h) preferential application of collective risk prevention measures as against forms of individual risk prevention measures;

(i) implementation of measures aimed at limiting the leakage of harmful substances from machines and equipment;

(j) suitable instructions for the safeguarding of occupational safety and health protection.

(6) The employer shall adopt measures to be implemented in case of contingencies, such as serious breakdowns, fires or floods, other serious dangers and the evacuation of employees, including instructions to halt work, to leave immediately the workplace (site) and to go to a safe place; when providing first aid, the employer shall cooperate with the occupational medical services provider. Depending on the type of activity and the workplace (site) size, the employer shall determine the necessary number of employees for organizing first aid, for calling the ambulance, the Fire Brigade of the Czech Republic, the Police of the Czech Republic, and for organizing the evacuation of employees. In cooperation with the occupational medical services provider, the employer shall ensure that these determined employees are trained and equipped in the scope corresponding to the degree of potential risks at the workplace (site).

(7) The employer shall modify the measures with regard to changes in the circumstances, check the efficiency of such measures and their observance and ensure that the working environment and working conditions are improved.

CHAPTER II OBLIGATIONS OF THE EMPLOYER, RIGHTS AND OBLIGATIONS OF THE EMPLOYEE

Section 103

(1) The employer shall:

(a) not allow his employee to perform some prohibited type of work or such demanding work which is beyond the employee's capabilities and/or health condition;

(b) inform the employee of the category (classification) into which his work is included; the work classification (categorization) is regulated by other statutory provisions (Note 32);

(c) ensure that certain types of work specified in other statutory provisions are carried out by those employees who have the relevant health certificate and who have been vaccinated as required or who have a document confirming their resistance against infection;

(d) inform the employees of the occupational medical services provider who will render them occupational medical services, and also of vaccinations they are required to have and of those preventive medical checkups and examinations which they must undergo in connection with the performance of their work, and enable them to undergo such

vaccinations, checkups and examinations within the scope laid down in other statutory provisions or in a ruling (decision) of the competent public health agency;

- (e) compensate to the employee who undergoes a preventive medical checkup, examination or vaccination pursuant to (d) any resulting loss in his earnings, namely in the amount of his average earnings, or the difference between such employee's compensatory wage or salary pursuant to section 192 or sickness benefit and this employee's average earnings;
- (f) ensure for the employees, in particular those on a fixed-term employment contract, employees of an employment agency temporarily assigned to perform work for another employer, and adolescent employees, with regard to the type of work performed by them, to be provided with sufficient and adequate information and guidelines on occupational safety and health protection in accordance with this Code and other statutory provisions (Note 32), especially by making them aware of the relevant risks, results of risk assessment and preventive measures against such risks relating to their type of work and workplace;
- (g) ensure that another employer's employees performing work at his workplaces are provided with suitable and adequate information and guidelines on occupational safety and health protection and on relevant measures, in particular those concerning getting a fire under control, providing first aid and evacuating individuals (natural persons) in case of contingencies;
- (h) inform female employees, who during their work may be exposed to some risk factors with adverse effects on their foetus, of this fact. Pregnant employees, breastfeeding employees and employed mothers (until the end of the ninth month after childbirth) must be further made aware of any risks and their possible effects on pregnancy, breastfeeding or on their health and the employer must take necessary measures, including those concerning the reduction of mental and physical fatigue and other kinds of mental and physical stress related to the work done, for the entire period for which it is necessary for the sake of protecting their safety or their child's health;
- (i) enable his employee to inspect records kept (by the employer) in connection with securing this employee's occupational safety and health protection;
- (j) ensure the provision of first aid to employees;
- (k) not apply such a method of remuneration which would increase the risk of harm to his employees' health, i.e. the type of remuneration that would lead to an increase of output (performance) but would concurrently increase risks to employees' occupational safety and health;
- (l) ensure compliance with the ban on smoking at the workplaces laid down in other statutory provisions (Note 33).

The information and guidelines must always be provided at the start of an employee's job (employment), on an employee's transfer to some alternative work or to another workplace, or on change in the working (operating) environment, on the introduction or change of working equipment, technology or working procedures (processes). The employer shall keep records of (documentation on) such information and guidelines having been provided.

(2) The employer shall ensure staff training (i.e. staff receiving instruction) on statutory provisions and other regulations on occupational safety and health protection, the knowledge of which supplements the employees vocational prerequisites for performance of the type of work they are engaged in and which relate to risks that the employees may encounter at workplaces where their work is carried out; the employer shall systematically require and check observance of the said statutory provisions and other regulations. The training (instruction) according to the first sentence shall be arranged by the employer when an employee takes up his employment (job), and further:

(a) on change in

1. a working position (job),
2. the type of work,

(b) on introduction of a new technology or on change in the production (manufacturing) equipment and working means (tools) or on change in technological or work processes (procedures);

(c) in those cases which have or might have a substantial impact on occupational safety and health protection.

(3) The employer shall determine the content and frequency of staff training regarding the statutory provisions and other regulations with the view to safeguarding occupational safety and health protection, the manner of checking the employees' knowledge (of the said statutory provisions and other regulations) and the keeping of records of (documentation on) such staff trainings. Where the nature of the risk involved or its gravity so requires, the staff training according to the first sentence must be regularly repeated; in the cases under subsection (2)(c), staff training must take place without undue delay.

(4) The employer shall adapt rest areas at the workplace (site) for pregnant employees, breastfeeding employees and for employed mothers until the end of their ninth month after childbirth (confinement).

(5) The employer shall take the necessary technical and organizational measures, at own expense, to enable work performance by disabled (handicapped) employees, in particular by the necessary adaptation of the working conditions and workplaces, initial or induction training (on-the-job training) of these employees and by improving their skills/qualifications during performance of their regular employment (job).

Section 104

Personal Protective Equipment (Aids), Work Clothes and Footwear, Washing Agents, Detergents, Disinfectants and Protective Beverages

(1) Where occupational risks cannot be eliminated or sufficiently curbed by means of collective protection (prevention) or by measures in the field of work organization, the employer shall provide his employees with personal protective equipment (aids). "Personal protective equipment" („osobní ochranné pracovní prostředky“) are protective and safety aids which must protect employees against risks, may not endanger their health, may

not hinder them in performance of their work and must meet the requirements laid down in other statutory provisions (Note 34).

(2) In a working environment where clothing or footwear is subject to unusual wear-and-tear or soiling or has a protective function, the employees are entitled to be provided by the employer with work clothes or footwear which are supplied as personal protective aids.

(3) The employer shall provide his employees with washing agents, detergents and disinfectants, based on the degree to which the employees' skin and clothes become soiled; those employees who work at workplaces with unsatisfactory microclimatic conditions shall also be provided with protective beverages in the scope and under the conditions laid down in implementing statutory provisions.

(4) The employer shall maintain personal protective equipment in usable condition and check their use.

(5) Employees are entitled to receive from their employer personal protective equipment, washing agents, detergents, disinfectants and protective beverages free-of-charge according to their own list drawn up on the basis of risk assessment and specific conditions of work. Employers may not substitute the supply of personal protective equipment by a financial compensation.

(6) The Government shall set out in its Decree detailed conditions for the supply (provision) of personal protective equipment, washing agents, detergents, disinfectants and protective beverages.

Section 105

Obligations of Employers Relating to Industrial Injuries and Occupational Diseases

(1) The employer within whose undertaking an industrial injury (a work-related accident) has occurred shall investigate the causes and circumstances of the injury with the participation of the employee having been injured where his condition of health so permits and with the participation of witnesses, the competent trade union organization and occupational safety and health representative; until the causes and circumstances of the injury are clarified, it is not allowed to change the state of things at the injury site without a serious reason. Where another employer's employee sustains an injury, the employer pursuant to the first sentence shall inform immediately the employer of this employee and enable him to participate in the investigation of the causes and circumstances of the industrial injury (accident) and acquaint him with the results of the investigation (clarification).

(2) The employer shall keep records of industrial injuries (accidents) in the accident book; all injuries, including those which do not result in work incapacity or those which result in work incapacity not exceeding three calendar days, must be entered in the book.

(3) The employer shall draw up records of industrial injuries and keep documentation on all industrial injuries which resulted in:

(a) an employee's injury due to which the employee was unfit for work (i.e. on sickness leave) for a period longer than three days;

(b) an employee's death.

One copy of the relevant record of an industrial injury shall be given by the employer to the injured employee, and if such injury causes the employee's death (fatality), one copy of the record shall be handed over to his family members.

(4) The employer shall notify of an industrial injury, and send a record of such injury to, the competent agencies and institutions.

(5) The employer shall take measures to prevent the recurrence of industrial injuries (accidents at work).

(6) The employer shall keep records of all employees whose disease has been recognized as an occupational disease having originated at the employer's workplace and apply such measures to eliminate or minimize those risk factors from which the danger of occupational (industrial) diseases originates or from which a particular occupational disease arises.

(7) The Government shall lay out in its Decree:

(a) the method of keeping records in an accident book;

(b) the reporting of industrial injuries (accidents);

(c) the manner of drawing up and sending an industrial injury report (an accident report) and a report of changes in respect of the former;

(d) a list of agencies and institutions to be notified of an industrial injury and to be sent a report of an industrial injury and a report (record) of changes in respect of the former;

(e) the definition of a fatal accident (fatal injury) for the statistical purposes;

(f) a sample format for an industrial injury report (record) and a sample format for a change report in respect of the former.

Section 106 **Rights and Obligations of Employees**

(1) The employee is entitled to the securing of his occupational safety and health, to receive the information on the risks which his work entails and the information on measures having been taken as a prevention (protection) against the effects of such risks; the information must be comprehensible for the employee.

(2) The employee has the right to refuse to do work which he reasonably considers as posing direct and significant threat to his life or health, or the lives or health of other individuals; this refusal may not be regarded as the employee's failure to fulfil his obligation.

(3) The employee has the right and obligation to participate in the creation of a safe and healthy working environment, in particular by applying determined (and by the employer taken) measures and by his participation in the solution of issues related to occupational safety and health.

(4) Every employee shall take all possible care of his own safety and health, and also of the safety and health of other persons (individuals) on whom his conduct or negligence at work has an immediate effect. The knowledge of fundamental obligations arising from statutory provisions and regulations and from the employer's requirements concerning occupational safety and health shall form an integral and permanent part of the employee's qualification prerequisites. The employee shall:

- (a)** participate in training, arranged by his employer, aimed at occupational safety and health and have his knowledge checked;
- (b)** undergo preventive medical checkups (relating to his occupational health), examinations or vaccinations prescribed by other statutory provisions (Note 32);
- (c)** comply with the statutory provisions and other regulations and the employer's instructions concerning the safeguarding of occupational safety and health with which he has been duly acquainted and follow the principles of safe conduct at the workplace and the employer's information;
- (d)** observe the determined working (operating) procedures, use specified means of work and transport, personal protective and safety working aids and protective equipment (devices) and not wilfully alter them or put them out of use (operation);
- (e)** not consume alcoholic drinks or not abuse addictive substances (Note 35) at the employer's workplaces and during his working hours also outside such workplaces, not enter the employer's workplaces while under their influence, and not smoke at workplaces and other premises where non-smokers would be exposed to the effects of smoking. The prohibition of consumption of alcoholic beverages shall not apply to those employees working in unfavourable microclimatic conditions provided that they consume beer with a reduced alcohol content and to those employees, whose consumption of alcoholic drinks is an integral part of their performance of working tasks or is usually associated with performance of these tasks;
- (f)** inform his superior of any irregularities and defects at his workplace which endanger, or might endanger, immediately and substantially occupational safety or health of other employees, in particular of occurrence of an imminent event (a disaster), irregularities in organizational measures, or defects or breakdowns in technical equipment and safety systems to prevent such breakdowns;
- (g)** participate in removal of irregularities which have been ascertained by inspections carried out by inspectorates or other agencies (bodies) authorized thereto under other statutory provisions (Note 36); the employee's participation therein shall depend on the type of his work and his possibilities;
- (h)** immediately inform his superior of an industrial injury sustained by him provided that his condition of health enables him such reporting, or immediately inform his superior of an industrial injury sustained by another employee or another natural person (individual) if he witnessed the injury, collaborating in the explanation of its causes;
- (i)** undergo a test if instructed to do so by his superior, who is authorized in writing by the employer to give such instruction, for the purpose of establishing whether

the employee is not under the influence of alcohol or other addictive substances (Notes 33 and 35).

CHAPTER III COMMON PROVISIONS

Section 107

Further requirements for occupational safety and health in labour relations and requirements for safeguarding safety and health during activities and services provided outside labour relationships shall be laid down in the Act on Ensuring Other Conditions for Occupational Safety and Health Protection (Note 37).

Section 108

Employees' Participation in the Solution of Occupational Safety and Health Issues

(1) Employees may not be deprived of their right to participate in the solution of occupational safety and health issues through their trade union organization and their representative for occupational safety and health.

(2) The employer shall enable the trade union organization and the representative for occupational safety and health or directly his employees:

(a) to participate in a consultation on occupational safety and health or shall provide them with the information about the consultation;

(b) to present information, comments and proposals for taking measures concerning occupational safety and health, in particular proposals for the elimination of risks or restriction of their effects if such risks cannot be eliminated;

(c) to consult

1. substantial measures concerning occupational safety and health,
2. the assessment of risks, adoption and implementation of measures to reduce their effects, performance of work in risk-monitored (risk-controlled) areas and classification of jobs into categories in accordance with other statutory provisions (Note 38),
3. the organizing of training courses on statutory provisions and other regulations aimed at safeguarding occupational safety and health,
4. the determination of a qualified person (individual) to deal with risk prevention in accordance with the Act on Ensuring Other Conditions for Occupational Safety and Health Protection (Note 37).

(3) The employer shall further inform the trade union organization and the representative for occupational safety and health or directly his employees of:

(a) those employees determined to organize providing first aid, calling medical assistance (ambulance), the Fire Brigade and the Police of the Czech Republic and to organize the evacuation of employees;

(b) the selection and provision of occupational medical services;

(c) the determination of a qualified person to deal with risk prevention in accordance with the Act on Ensuring Other Conditions for Occupational Safety and Health Protection (Note 37);

(d) any other matter which may have a substantial impact on occupational safety and health.

(4) The trade union organization and the occupational safety and health representative or employees shall cooperate with the employer and individuals qualified to deal with risk prevention under the Act on Ensuring Other Conditions for Occupational Safety and Health Protection (Note 37) so that the employer can ensure safe and non-hazardous working conditions (to the employees' health) and meet all duties prescribed by other statutory provisions and measures taken by authorities (agencies) concerned with the inspection of occupational safety and health under other statutory provisions (Note 36).

(5) The employer shall organize at least once a year checks on occupational safety and health at all workplaces and facilities of his undertaking, acting thereby in agreement with the trade union organization and with consent of the representative of the employees for occupational safety and health, and rectify any ascertained irregularities.

(6) The employer shall arrange training for the trade union organization and the employees' representative for occupational safety and health and thus enable them the proper exercise of their function, and he shall also make available to them the statutory provisions and other regulations on occupational safety and health together with:

(a) the documents on the search and assessment of risks, measures taken to eliminate risks or to reduce their effects on employees, and measures concerning the suitable organization of employees' occupational safety and health;

(b) records and reports of industrial injuries (occupational accidents) and recognized occupational diseases;

(c) the documents of inspections carried out and measures taken by authorities (agencies) concerned with occupational safety and health pursuant to other statutory provisions (Note 36).

(7) The employer shall enable the trade union organization and the employees' representative for occupational safety and health to make comments when inspections are performed by authorities (agencies) concerned with the supervision of occupational safety and health pursuant to other statutory provisions (Note 36).

PART SIX
REMUNERATION FOR WORK, REMUNERATION FOR
STANDBY AND INCOME DEDUCTIONS FROM INCOME FROM
A BASIC LEGAL RELATIONSHIP

CHAPTER I
COMMON PROVISIONS ON WAGE, SALARY AND
REMUNERATION PURSUANT TO AN AGREEMENT

Section 109

Wage*, Salary* and Remuneration Pursuant to an Agreement

(1) An employee is entitled to be paid wage, salary or remuneration pursuant to an agreement in accordance with the conditions laid down in this Code unless otherwise stipulated in this Code or other statutory provisions (Note 39).

(2) “Wage” („mzda“) is a monetary consideration (pecuniary consideration) and in-kind consideration (i.e. consideration of a monetary value) provided to an employee for work done unless otherwise provided in this Code.

(3) “Salary” („plat“) is a monetary consideration provided to an employee by his employer where this employer is:

- (a) the Government (the State; Note 6)
- (b) a self-governing local area entity (Note 40);
- (c) a state fund (Note 14),
- (d) a contributory organization where the costs of salaries and standby remuneration are fully covered from contributions (Note 15) for its operations (and these contributions are granted from the incorporator's budget) and/or from payments in accordance with other statutory provisions; or
- (e) a school which is a legal entity founded by the Ministry of Education, Youth and Physical Education, region, municipality or the relevant voluntary alliance of municipalities (communities) in accordance with the School Act (Note 41)

however, excluding monetary consideration provided to citizens of other states (countries) if their place of performance of work is outside the Czech Republic.

* The terms “wage” (in Czech „mzda“) and “wages” are used in this translation for pay to employees in the private sector, irrespective of whether their remuneration is paid on an hourly, daily, weekly, monthly or piece-work basis. The terms “salary” (in Czech „plat“) and “salaries” are used for pay to employees in the public sector.

(4) Wage or salary is provided with regard to complexity, responsibility and strenuousness of the work performed, and with regard to the difficult (arduous) working conditions, work efficiency and attained work results.

(5) Remuneration pursuant to an agreement shall be a monetary consideration provided for the work done on the basis of an agreement to complete a job or an agreement to perform work (sections 74 to 77).

Section 110

(1) All employees employed by one employer are entitled to receive equal wage, salary or remuneration (pursuant to an agreement) for the same (equal) work or for work of the same value.

(2) The same (equal) work or work of the same value shall mean to be work of the same or comparable complexity, responsibility and strenuousness which is performed in the same or comparable working conditions and which is of equal or comparable work efficiency and brings equal or comparable work results.

(3) Complexity, responsibility and strenuousness of work (job) shall be evaluated with regard to vocational training (educational prerequisites) and practical experience, skills required for the performance of such work (job), and with regard to complexity of both the subject of work (job) and working activity, demands on organizational and managerial skills, the degree of liability for damage (harm), occupational health and safety, and further with regard to physical, sensory and mental strain and negative effects of such work.

(4) Working conditions shall be assessed with regard to tiresomeness of patterns of working time, arising from the distribution of working hours, e.g. into shifts, non-working days, night work and/or overtime, and with regard to harmfulness or arduousness caused by other negative effects of the working environment and with regard to risky aspects of the working environment.

(5) Performance of work shall be assessed with regard to intensity and quality of work done, work abilities and qualifications/skills, and results of work shall be assessed with regard to their quantity and quality.

Section 111 Minimum Wage

(1) "Minimum wage" („minimální mzda“) shall be the minimum permissible amount of remuneration for work performed within a basic labour relationship pursuant to section 3. Wage, salary or remuneration pursuant to an agreement may not be lower than the minimum wage. For this purpose, wage or 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.

(2) The base rate of minimum wage and further rates of minimum wage differentiated with regard to influences limiting a certain employee's employability, and the conditions for minimum wage payment, shall be set out in a Government Decree, as a rule taking legal force as of the beginning of a calendar year, taking into account the development of wages and

consumer prices. The base rate of minimum wage shall be CZK 8,000 per month or CZK 48.10 per hour; further rates of minimum wage may not be lower than 50% of the base rate of minimum wage.

(3) Where wage, salary, or remuneration pursuant to an agreement, does not attain the amount of minimum wage, the employer shall pay to his employee:

(a) in addition to the employee's wage, a cash amount which is equal to a difference between the relevant minimum monthly wage and the employee's wage for the calendar month in question, or a cash amount which is equal to a difference between the relevant minimum hourly wage rate and the employee's wage per hour (for each hour of work done); the application of the minimum hourly or monthly wage shall be agreed or determined in advance, or else the minimum wage per hour shall be applicable for the purposes of payment of an additional cash amount;

(b) in addition to the employee's salary, a cash amount which is equal to a difference between the relevant minimum monthly wage and the employee's salary for the calendar month in question; or

(c) in addition to remuneration pursuant to the agreement concerned, a cash amount which is equal to a difference between the relevant minimum hourly wage and such remuneration per one hour of work (for each hour of work done).

Section 112 Guaranteed Wage

(1) "Guaranteed wage" („zaručená mzda“) shall be such wage or salary to which the right has arisen to an employee in accordance with this Code, relevant agreement (contract), internal regulations, or relevant wage or salary statement [i.e. pay statement; section 113(4) and section 136].

(2) The lowest level (amount) of a guaranteed wage and the conditions for its payment to those employees whose wage has not been agreed in the collective agreement and to those employees who receive a salary for their work, shall be laid down by the Government in its Decree, coming into legal force, as a rule, as of the beginning of a calendar year, taking regard to the development of wages and consumer prices. The lowest level (amount) of a guaranteed wage may not be lower than the amount determined as the basic minimum wage in section 111(2) of this Code. Further lowest levels (amounts) of a guaranteed wage shall be determined in a differentiated way with a view to complexity, responsibility and strenuousness of the work being performed so that a maximum increase equals at least twice the lowest level of a guaranteed wage. Taking into consideration the degree of influences limiting an employee's employability, the Government may stipulate the lowest level (amount) of a guaranteed wage according to the second and third sentences by up to 50% lower.

(3) Where wage or salary, without premiums for overtime work, for work done on a public holiday, night work, work in arduous environment and for work on Saturdays and/or on Sundays, does not attain the relevant lowest level (amount) pursuant to subsection (2), the employer shall pay to his employee:

- (a) in addition to the employee's wage, also a cash amount which is equal to a difference between the relevant lowest level of the guaranteed wage and the wage attained by the employee in the calendar month concerned, or a cash amount which is equal to a difference between the relevant hourly rate of the lowest level of the guaranteed wage and the employee's wage per hour (where this cash amount is provided for each hour of work done); for the purposes of payment of the said cash amount, the lowest level of hourly rate shall be applied unless application of the lowest level of the guaranteed monthly wage has been agreed or determined in advance; or
- (b) in addition to the employee's salary, also a cash amount which is equal to a difference between the relevant lowest level of the guaranteed wage and the salary attained by the employee in the calendar month in question.

CHAPTER II WAGE

Section 113 Agreeing, Setting or Determining Wage

- (1) Wage shall be agreed in the relevant contract or agreement, or the employer shall set it in the internal regulations (internal rules) or determine it in the relevant wage statement (pay statement) unless subsection (2) provides otherwise.
- (2) Where a certain employee is the statutory body of his employer's undertaking, the wage is agreed with this employee by the person (body) having designated him to the said position (post) unless otherwise provided in another Act.
- (3) The wage must be agreed, set or determined before the start of carrying out the work for which the employee shall be entitled to his wage.
- (4) The employer shall give to his employee a written wage statement on the day when the employee commences to work; this wage statement shall include the details of the manner of remuneration, the pay-days and the place of wage payment, unless these details are stated in the employment contract, collective agreement or internal regulations. Where there is a change in any facts included in a wage statement, the employer shall communicate this fact to the employee concerned in writing latest on the date when the change takes effect.

Section 114 Wage and Premium or Compensatory Time Off for Overtime Work

- (1) As regards overtime work, an employee is entitled to his wage for work done within overtime (“attained wage” or “wage attained”; in Czech „dosažená mzda“) and to a premium of at least 25% of his average earnings unless the employer and the employee have agreed that instead of the premium for overtime work the employee will take compensatory time off (i.e. time off in lieu) in the scope of the hours when he worked overtime.
- (2) Where the employer does not give his employee compensatory time off within a period of three months after the performance of overtime work, or within another agreed period, the employee is entitled, in addition to his attained wage, to a premium pursuant to subsection (1).

(3) However, where wage is agreed (section 113) with regard to potential overtime work (i.e. to cover potential overtime work), the employee is not entitled to the attained wage and a premium or compensatory time off for such overtime time pursuant to subsections (1) and (2). The wage may be agreed with regard to potential overtime work provided that overtime hours are within the scope of 150 hours in one calendar year and in respect of managerial employees (section 11) their overtime hours are within the limits of the entire overtime work pursuant to section 93(4).

Section 115

Wage and Compensatory Time Off or Compensatory Wage for Work on a Public Holiday

(1) When an employee works on a public holiday (Note 23), he is entitled to his attained wage and compensatory time off in the scope of hours for which he worked on a public holiday; the employer shall grant the employee compensatory time off latest by the end of the third calendar month after the employee's performance of work on a public holiday, or within another agreed period. When the employee takes such compensatory time off, he is entitled to compensatory wage in the amount of his average earnings.

(2) The employer may agree with his employee to pay him, in addition to the attained wage, a premium instead of the employee's taking compensatory time off; this premium must be at least in the amount of the employee's average earnings.

(3) An employee, who did not work because a public holiday fell on his usual working day, is entitled to compensatory wage in the amount of his average earnings (or their part) for wage (or its part) lost due to such public holiday.

Section 116

Wage and Premium for Night Work

An employee is entitled to the attained wage and a premium in the amount of at least 10% of the average earnings for his work at night. However, it is possible to agree another minimum amount and another method of calculating a premium.

Section 117

Wage and Premium for Work in an Arduous Working Environment

An employee is entitled to be paid, in addition to his attained wage, a premium for work done in an arduous work environment. For the purposes of remuneration and a premium, the Government shall define "arduous work environment" (or "arduous working environment"; in Czech „ztížené pracovní prostředí“) in its Decree. A premium for work carried out in an arduous work environment shall be at least 10% of the amount laid down by this Code in section 111(2) as the base rate of minimum wage.

Section 118

Wage and Premium for Work on Saturdays and Sundays

(1) An employee is entitled to the attained wage and a premium of at least 10% of his average earnings for hours of work on Saturday and/or Sunday. However, it is possible to agree another minimum amount and another method of calculating a premium.

(2) Where work is performed abroad, the employer may provide a premium pursuant to subsection (1) for work done on those days which, under the conditions abroad, are the days of uninterrupted rest during the week.

Section 119 Wage in Kind

(1) “Wage in kind” (or “in-kind wage”; in Czech „naturální mzda“) may be provided by an employer only with the consent of his employee and under the conditions having been agreed with the employee, and within the scope adequate to the employee's needs. The employer shall pay his employee monetary wage at least in the amount of the relevant minimum wage rate (section 111) or the relevant rate of the lowest level of the guaranteed wage (section 112).

(2) In-kind wage may be in the form of products (excluding spirits, tobacco products or other addictive substances), performance, work or services.

(3) In-kind wage shall be expressed in monetary terms and its amount is equal to the price which the employer charges for comparable products, performance, work or services to other customers (Note 42) or to the fair market price (Note 43), or to the amount by which the employee's payment for such products, performance, work or services having been provided by the employer is lower than the fair market price.

Wage on Application of Working Hours Account Section 120

(1) Where working hours account (sections 86 and 87) is used, an employee is entitled to his steady monthly wage (referred to as “steady wage”; in Czech „stálá mzda“), as agreed in the collective agreement or as determined in the internal regulations, for individual months within a given settlement period [sections 86(3) and 87(3)]. A steady wage of an employee may not be lower than 80% of his average earnings.

(2) Where a procedure pursuant to section 86(4) is applied, for every individual month (of the relevant settlement period) an employee is entitled to a steady wage that may not be lower than 85% of his average earnings.

(3) An employee's wage account [section 87(1)] shall show the following:

(a) the employee's steady wage;

(b) the wage which has been attained by the employee for one calendar month and to which the employee's right has arisen pursuant to this Code and pursuant to the agreed, set or determined conditions (section 113).

Section 121

(1) For a given settlement period an employee is entitled to the sum of (monthly) steady wages paid out to him. Where on expiry of the settlement period [sections 86(3) and 87(3)] or on termination of his employment relationship, the employee's right to the wage attained

[section 120(2)(b)] for individual calendar months exceeds the sum of steady wages having been paid out to him, the employer shall settle the difference to the employee.

(2) Steady wage shall be paid out to the employee for the working hours as scheduled by the employer in the relevant calendar month. The employee is entitled to his steady wage in the full amount also for the calendar month when the employee's hours of work were not scheduled by his employer. The employee is not entitled to his steady wage for those hours when he was scheduled to work by his employer but when he did not work.

CHAPTER III SALARY*

Section 122 Determining and Agreeing a Salary

(1) Unless subsection (2) provides otherwise, the employer shall determine a salary to his employee in accordance with this Code, the Government Decree promulgated for the implementation of sections 111(2), 112(2), 123(6), 128(2) and 129(2) of this Code and, within their limits, in accordance with the relevant collective agreement or internal regulations (rules). A salary may not be determined in a manner, structure and amount other than that prescribed by this Code and the statutory provisions for the implementation of this Code unless otherwise provided in another Act (Note 43a).

(2) The employer may agree with an employee, who is included in the thirteenth or higher salary grade, a fixed monthly amount comprising all individual salary items (pursuant to this Code) to which the employee's right would otherwise arise or which the employee could otherwise be granted by his employer (hereafter referred to as “contractual salary”; in Czech „smluvní plat“). The employee who is paid a contractual salary is not entitled to be paid any individual salary items. However, this shall be without prejudice to payment of a bonus and a target bonus (sections 134 and 134a). An agreement (a contract) on contractual salary must be concluded in writing; section 136 shall apply to the terms of the agreement (contract) as appropriate.

(3) The salary of a managerial employee who is his employer's statutory body or who is the head (chief) of a government agency (Note 7) or a self-governing local area entity (Note 44) shall be determined, or his contractual salary shall be agreed, by the body having appointed this employee to his office unless otherwise provided in another Act. The same shall apply to a deputy of a managerial employee if the position of the managerial employee is not filled or if the managerial employee does not temporarily exercise his office.

* Chapter III only applies to employees in the public sector.

Section 123
Schedule of Salary Rates (Salary Brackets)

- (1) An employee is entitled to a “salary rate” (or “salary scale” or “salary bracket”; in Czech „platový tarif“) fixed for the “salary grade” (or “salary category” or “salary class”; in Czech „platová třída“) and “salary step” („platový stupeň“) to which such employee is assigned unless otherwise provided in this Code.
- (2) The employer shall assign an employee to a salary grade (category) with a view to the type of work agreed in the employee's employment contract and, within its limits, with a view to the most demanding type of work required from this employee.
- (3) The employer shall assign a managerial employee to a salary grade with a view to the most demanding types of work which the managerial employee directs (manages) or which he performs himself.
- (4) The employer shall assign a managerial employee to a salary step with regard to his length of practical experience, the period of his (her) care of a child and the period of his compulsory military or substitute service or civilian service (hereafter referred to as “recognized practice” or “recognized experience”; in Czech „započitatelná praxe“).
- (5) Salary rates are set in 16 salary grades (salary categories, salary classes) and within each salary grade there are salary steps. A salary rate shall be rounded up to the next full ten crowns.
- (6) The Government shall provide in its Decree:
- (a) the classification of the types of work into salary grades (salary categories) in accordance with the characteristics of individual salary grades, differentiated with a view to work complexity, responsibility and strenuousness and given in the Annex to this Code;
 - (b) the qualification prerequisites (concerning the level of education/training) for the performance of the types of work classified in individual salary grades (salary categories);
 - (c) the manner of assigning employees to salary grades (salary categories);
 - (d) the conditions for the determination of recognized practice (recognized experience);
 - (e) a circle of employees in respect of whom the employer may determine their salary rate within the given brackets ranging from the lowest to the highest step of such grade;
 - (f) the schedule of salary rates pursuant to subsection (5) for the relevant calendar year, as a rule, taking legal effect as from the beginning of a calendar year, so that the salary rates in individual salary grades (salary categories) are at least:

Salary grade	Monthly salary rate in CZK
1	6 500
2	7 100
3	7 710
4	8 350
5	9 060
6	9 830
7	10 660
8	11 570
9	12 550
10	13 620
11	14 780
12	16 020
13	17 370
14	18 850
15	20 470
16	22 200

Section 124 Management Bonus

(1) A managerial employee (an agency head or a managerial employee at a lower management level) is entitled to a management bonus (in Czech „příplatek za vedení“) with a view to the management stage (level) and the demanding nature of his management activity.

(2) The following employees are also entitled to a management bonus:

(a) a deputy managerial employee permanently deputizing for a managerial employee in the full scope of the latter's managerial activities if such deputizing is subject to statutory provisions or organizational regulations (rules); in this case such deputy managerial employee is entitled to a management bonus within the management bonus range fixed for the immediately lower management stage (level) than the one to which a managerial employee being deputized for is entitled;

(b) an employee deputizing for a managerial employee at a higher management stage in the full scope of the latter's managerial activities for a period exceeding four weeks if such deputizing is not included in this employee's duties arising from his employment contract; in this case the deputizing employee is entitled to a management bonus as of the first day of his deputizing. The deputizing employee is entitled to a management bonus under the same conditions (terms) as those fixed for the managerial employee who is being deputized for.

(3) The amount of a management bonus shall be as follows:

Management stage (level)	Management bonus as % of the highest salary step rate in the salary grade to which the managerial employee is assigned
1st management stage (basic level): Managerial employee who directs the work of subordinate employees	5 to 30
2nd management stage: Managerial employee who directs managerial employees at the 1st management stage or managerial employee who is the statutory body and directs the work of subordinate employees	15 to 40
3rd management stage: Managerial employee who directs managerial employees at the 2nd management stage, managerial employee who is the statutory body and directs managerial employees at the 1st management stage, or agency head who directs managerial employees at the 1st management stage	25 to 50
4th management stage (top level): Managerial employee - statutory body who directs managerial employees at the 2nd management stage, agency head who directs managerial employees at the 2nd management stage, Deputy to a Government Member, head of the Office of the Czech Republic's President, head of the Office of the Parliament's Chamber of Deputies of the Czech Republic, head of the Office of the Parliament's Senate of the Czech Republic, head of the Ombudsman's Office, financial arbitrator and Director of the Intitute for Studies of Totalitarian Regimes	30 to 60

(4) An employee who is not a managerial employee but who, under the organizational regulations is authorized to organize, direct and supervise the work of other employees and to give them binding instructions (orders) for that purpose, is entitled, with a view to the demanding nature of such managerial activity, to a management bonus in the range from 5% to 15% of the highest salary step rate in the salary grade to which he is assigned.

**Section 125
Premium for Night Work**

An employee is entitled to a premium (a bonus) for night work in the amount of 20% of his average earnings per hour.

**Section 126
Premium for Work on Saturdays and Sundays**

(1) An employee is entitled to a premium for every hour of work done on Saturday or Sunday in the amount of 25% of his average earnings per hour.

(2) Where work is performed abroad, the employer may grant his employee a premium under subsection (1) not for work on Saturday and/or Sunday but for work done on those days which, under the local conditions, are the days of uninterrupted rest in a week.

Section 127

Salary and Premium or Compensatory Time Off for Overtime Work

(1) For every hour of overtime work, an employee is entitled to that part of his salary rate, including personal and special premium and premium for work in arduous working environment (but without including overtime premium), falling on one hour of his work in the calendar month in which he works overtime, and further to a premium in the amount of 25% of his average earnings per hour, and if he works overtime on days of uninterrupted rest in a week, he is entitled to a premium in the amount of 50% of his average earnings per hour, unless the employer and the employee have agreed that the employee will take compensatory time off in lieu of the overtime premium. The employee's salary shall not be reduced due to his taking compensatory time off.

(2) Where the employer does not grant his employee compensatory time off in a period of three consecutive calendar months after performance of overtime work or within another agreed period, the employee is entitled to the relevant part of his salary rate, a personal premium, a special premium, a premium for work in arduous working environment and a premium pursuant to subsection (1).

(3) Where a management bonus is due to a managerial employee pursuant to section 124, his salary is determined with regard to his potential overtime work in the scope of 150 hours in a calendar year. However, this shall not apply to overtime work performed during night, on non-working days or during standby (while being on call). All overtime work is always taken into account in a salary of a managerial employee who is his employer's statutory body or who is the head of a government agency.

Section 128

Premium for Work in an Arduous Working Environment

(1) An employee is entitled to a premium for work in arduous working environment. Arduous working environment shall mean working environment pursuant to section 117 (second sentence).

(2) The Government shall lay down in its Decree the amount of a premium for work in an arduous working environment and the conditions (terms) for granting this premium. A premium for work in an arduous working environment shall be at least 5% of the amount laid down by this Code in section 111(2) as the base rate of minimum wage per month.

Section 129

Special Premium Pay

(1) An employee, who performs work in the working conditions connected with extraordinary neuropsychic strain, a probable risk of danger to life and health or a difficult pattern of working hours, is entitled to a special premium pay.

(2) The Government shall lay down in its Decree the classification of the types of work into groups with a view to the degree of neuropsychic strain, a risk probability of danger to life and health and with a view to demands (difficulties) posed by the work being performed, and also the conditions for granting a special premium pay and the scope of special premium pay for individual groups.

(3) The employer shall determine the amount of this premium pay to his employee within the scope (brackets) prescribed for the group with the working conditions as those in which the employee concerned permanently carries out his work.

Section 130

Split Shift Premium

(1) An employee who works on shifts split up into two or more parts is entitled to a premium in the amount of 30% of his average hourly earnings for every split shift.

(2) For the purposes of this Code, "split shift" („rozdělená směna“) means a shift in which a continuous interruption of work, or a total of such interruptions, lasts at least two hours.

Section 131

Bonus (Extra Pay) for a Person

(1) An employee who attains, long-term, very good working results or fulfils, long-term, a greater range of working tasks than other employees may be granted by his employer a bonus (extra pay) up to 50% of the highest step-rate salary in the salary grade (salary category) to which this employee is assigned.

(2) An employee who is an excellent generally respected specialist and who performs the types of work included in the tenth to the sixteenth salary grade may be granted by his employer a bonus (extra pay) up to 100% of the highest step-rate salary in the salary grade to which this employee is assigned.

Section 132

Bonus for Direct Pedagogical Activity in Excess of the Determined Scope

A pedagogical employee (Note 45) is entitled to a bonus in the amount of double the hourly average earnings for every hour of direct teaching, direct pedagogical activity and direct special pedagogical activity or direct pedagogical-psychological activity with direct effect on the person being educated, thereby implementing education and teaching under another Act (Note 46), which he performs in excess of the scope of hours, and this bonus is granted by the competent school headmaster, or by the head of relevant school or the head (director) of social services establishment (Note 22a) pursuant to another Act.

Section 133

Pedagogical Employee's Bonus for Specialization

A premium in the amount from CZK 1,000 to CZK 2,000 per month shall be granted to a pedagogical employee (Note 45) who in addition to his pedagogical activity performs

specialized activities the performance of which requires further qualification prerequisites (Note 47).

Section 134 Bonus

The employer may grant his employee a bonus for successful performance of an extraordinary, or especially important, working task.

Section 134a Target Bonus

A target bonus may be granted to an employee for performance of an especially demanding task, defined in advance, where its preparation, gradual arrangements and implementation is of a particular importance with a view to the employer's activities provided that the employee is directly or largely involved in its implementation. The amount of such target bonus shall be communicated by the employer together with the relevant evaluation criteria before the start of the task implementation. The target bonus shall be due to an employee in the amount determined by the employer with regard to meeting the set criteria unless the employee's employment relationship is terminated before the accomplishment of the given task.

Section 135 Salary and Premium or Compensatory Time Off for Work on a Public Holiday

(1) Where a public holiday falls on an employee's usual working day and the employee does not work because it is a public holiday, his salary shall not be reduced.

(2) Where an employee performs work on a public holiday, his employer shall grant him compensatory time off in lieu of the scope of hours for which he worked on a public holiday and this compensatory time off shall be granted latest by the end of the third calendar month after the said work performance on a public holiday or within another agreed period. The employee's salary shall not be reduced for his taking compensatory time off in lieu of his work on a public holiday.

(3) The employer and the employee may agree on the payment of a premium in the amount of hourly average earnings for every hour of work done on a public holiday instead of granting this employee compensatory time off.

Section 136 Salary Statement (Pay Statement)

(1) On the date of an employee's commencing employment, his employer shall give him a salary statement which must be in writing; this obligation shall not apply in relation to an employee with whom a contractual salary has been agreed.

(2) The employer shall include in a salary statement the details of salary grade (salary category) and salary step to which the employee has been assigned, together with the amount of salary rate and other regular items of the monthly salary. The pay-day and place of salary

payment shall be given in the salary statement where these facts are not included in the contract or internal regulations. Upon occurrence of a change in facts included in the salary statement, the employer shall communicate this change to his employee in writing, stating the reasons, and he shall do so latest on the date when the change takes effect.

(3) As regards a managerial employee who is the statutory body or head of a government agency, a salary statement shall be given to him by the body being competent [section 122(3)] to determine this managerial employee's salary.

Section 137 **Salary Information System (Pay Information System)**

(1) For the purposes of the salary system assessment and development, the Ministry of Finance shall keep the Salary Information System and pass the data from this Salary Information System to the Ministry of Labour and Social Affairs. The Salary Information System is an information system of the public administration.

(2) The Salary Information System shall mean the collating, processing and storing of the data on the funds spent on salaries and remuneration for standby, the data on average earnings and employees' personal data (Note 49) affecting the amounts of salaries.

(3) Employers shall supply to the Salary Information System the data referred to in subsection (2) within the scope and in the manner laid down by the Government in its Decree.

CHAPTER IV **REMUNERATION PURSUANT TO** **AN AGREEMENT**

Section 138

The amount of remuneration pursuant to an agreement and the conditions (terms) for its payment shall be agreed in the relevant agreement to complete a job or in the relevant agreement to perform work.

CHAPTER V **WAGE OR SALARY FOR PERFORMANCE** **OF ALTERNATIVE WORK**

Section 139

(1) Where an employee is transferred to alternative (different) work for which he is entitled to a lower wage or salary:

(a) due to the danger of contracting an occupational disease or due to the fact that a maximum permissible exposure (to harmful effects) has been reached at the workplace pursuant to a ruling, issued by the competent public health agency in accordance with another Act (Note 19) [section 41(1)(b)],

(b) because, according to a medical certificate issued by the occupational medical services provider or according to a ruling of the competent public health agency, his transfer is required in the interest of protecting other individuals from an infectious disease [section 41(1)(d)],

(c) because it is necessary to avert an extraordinary event, natural disaster or some imminent breakdown or to mitigate its immediate consequences [section 41(4)],

(d) due to idle time or due to an interruption of work caused by unfavourable weather conditions [section 41(5)],

he is entitled to receive, in addition to his (lower) wage or salary, cash settlement in order to attain the amount of his average earnings which he had before the said transfer.

(2) Where, in accordance with section 41(2)(b), an employee is transferred to work other than agreed (alternative work), he is entitled to wage or salary for the alternative work performed by him; should the employee not be sentenced under a final (enforceable) verdict for a wilful criminal offence committed during the performance of his working tasks or in direct connection therewith to the detriment of the employer's property, he is entitled to a cash payment up to the difference between his average earnings before his transfer and his average earnings during the time of his transfer.

(3) The Government may lay down in its Decree the conditions under which the competent administrative agency shall settle to the employer the costs which this employer incurred on a cash (difference) amount paid to the employee having been transferred due to the reasons referred to in section 41(1)(d).

CHAPTER VI REMUNERATION FOR STANDBY

Section 140

An employee is entitled to remuneration in the amount of at least 10% of his average earnings for a period of standby [section 78(1)(h) and section 95].

CHAPTER VII COMMON PROVISIONS ON WAGES, SALARIES, REMUNERATION PURSUANT TO AGREEMENTS AND REMUNERATION FOR STANDBY

Section 141

(1) Wage or salary shall be payable after 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 items (components) arose.

(2) Wage, salary or its individual items, as set, agreed or determined for one working hour, shall be due to an employee also for fractions of hours for which he worked in a period in respect of which his wage or salary is provided.

(3) A regular pay-day for wage or salary must be agreed, set or determined within the period pursuant to subsection (1).

(4) The employer shall pay his employee wage or salary before the start of the employee's annual leave if the pay-day for such wage or salary is due during the annual leave unless the employer and the employee agree on another pay-day. Where the system used for the calculation of wages or salaries does not make the above feasible, the employer shall pay the employee an adequate advance and the remaining part of the wage or salary shall be paid to the employee latest on the next regular pay-day after return from his annual leave.

(5) On termination of an employment relationship, the employer shall pay his employee, when so requested, the wage or salary for the monthly period to which the employee's entitlement has arisen and the wage or salary will be paid on the date of the end of the employment relationship. Where the system used for the calculation of wages or salaries does not make the above feasible, the employer shall pay the employee his wage or salary latest on the next regular pay-day after the end of the employment relationship.

Section 142

(1) Wage or salary shall be paid to an employee by his employer in legal tender (Note 50).

(2) Wage or salary shall be rounded up to the next full crown.

(3) Wage or salary shall be paid at the place of work during working hours unless some other place or some other time of payment has been agreed or unless otherwise provided in this Code. If an employee cannot collect his wage or salary due to important reasons, the employer shall send him the wage or salary on the date fixed for its payment, or latest on the next working day, and this shall be done at the employer's cost and risk, unless the employer and the employee have agreed on some other manner or date of payment.

(4) An employer with complicated operational conditions for wage or salary payment that make direct payment of wage or salary to an employee difficult or unfeasible can transfer (send), at own expense and risk, wage or salary to his employee so that the wage or salary is available to this employee latest on the determined pay-day.

(5) An employer who renders a final wage or salary account on a monthly basis shall give his employee a written itemized pay statement (pay-slip), giving details of individual items of the employee's wage or salary and the deductions made. At an employee's request, his employer shall present to the employee documents (records) based on which the employee's wage or salary has been calculated.

(6) An employee's wage or salary may be paid out to a person other than the employee himself only on the basis of the employee's written power of attorney; this shall even apply to an employee's spouse or partner (Note 51a). Without an employee's power of attorney, his wage or salary may only be paid to a person other than the employee if it is laid down in this Code or in another Act (Note 33).

Section 143

(1) On the basis of an agreement with an employee, where the agreement concerns payment of wage or salary or another monetary consideration to the employee, after relevant wage or salary deductions are made by the employer pursuant to this Code or another Act, the employer shall transfer, at own expense and risk, the amount determined by the employee to one account specified by this employee latest on a regular pay-day unless a later date has been agreed with the employee in writing.

(2) As regards employees who perform their work abroad (in a foreign country), their wage or salary, or its part, may be paid in an agreed foreign currency provided that the exchange rate for this currency is announced by the Czech National Bank. The provision of section 142(2) on rounding shall similarly apply to the rounding of wage or salary in a foreign currency.

(3) Wage or salary, or its part, shall be translated to a foreign currency at the exchange rate announced by the Czech National Bank on the date on which the employer buys the foreign currency for the wage or salary payment purpose.

Section 144

Unless otherwise agreed by the employer and the employee on the maturity and payment, the provisions of sections 141, 142 and 143 shall similarly apply to the maturity and payment of remuneration pursuant to agreements, remuneration for standby and a compensatory wage or salary (i.e. compensation for wage or salary). Where remuneration pursuant to an agreement has been agreed to be paid as a lump sum only after performance of the entire working task, the employer shall pay the said remuneration on the next pay-day after completion and delivery of the working task.

CHAPTER VIII INCOME FROM LABOUR RELATIONSHIP AND DEDUCTIONS

Division 1 Common Provisions

Section 145

(1) For the purposes of this Code, deductions from an employee's income shall mean deductions from wage, salary or from an employee's other income resulting from his basic labour relationship pursuant to section 3 (hereafter referred to as "wage deductions" or "deductions from wage"; in Czech „srážky ze mzdy“).

(2) An employee's "other income" („jiný příjem“) pursuant to subsection (1) shall mean:

(a) remuneration pursuant to an agreement;

(b) compensatory wage or salary (compensation for wage or salary);

(c) remuneration for standby;

- (d) severance pay (redundancy payment) or similar payments provided to an employee in connection with the termination of his employment;
- (e) monetary benefits, such as a loyalty or stabilization bonus, granted to an employee in connection with his employment;
- (f) bonuses pursuant to section 224(2).

Section 146

Wage deductions or wage assignments may only be made:

- (a) in the cases laid down in this Code or in another Act;
- (b) on the basis of an agreement on wage assignments (section 327) or to satisfy (settle) the liabilities of the employee concerned;
- (c) to settle trade union membership contributions of an employee who is a member of the trade union organization provided that this has been agreed in the relevant collective agreement, or on the basis of a written agreement between the employer and the trade union organization if the employee, who is its member, has given his consent thereto.

Division 2

Order of Wage Deductions and Wage Assignments

Section 147

- (1) An employer may only make the following deductions [section 146(a)] from an employee's income:
 - (a) personal income tax from income arising from dependent activity (i.e. employment);
 - (b) social security insurance contributions, state employment policy contributions and general health insurance contributions;
 - (c) advance payment provided in respect of wage or salary which the employee concerned is obliged to refund because he did not fulfil the conditions for the payment of such wage or salary;
 - (d) advance on travel expenses, or some other advance, having been provided to a certain employee for performance of his working tasks if the employee has failed to render an account for such expenses to his employer;
 - (e) compensatory wage or salary paid in lieu of (annual) leave to which the employee has lost the entitlement or to which his entitlement (right) has not arisen, and compensatory wage or salary pursuant to section 192 to which the employee's right has not arisen.
- (2) An execution (garnishment) ordered by the court, judicial executor (Note 51), competent tax administrator (Note 52), competent administrative authority or another administrative

agency, or competent self-governing local area authority (Note 53) shall be subject to other statutory provisions (Note 54).

(3) Deductions from an employee's wage in favour of his employer for giving this employee a job, as a guarantee (security) monetary deposit, or with a view to the payment of contractual fines shall not be permitted. Wage assignments for the purpose of covering damages (compensation for damage) may only be made on the basis of the relevant agreement on wage assignments [section 146(b)].

Section 148

(1) As a priority, wage deductions shall only be made pursuant to section 147(1)(a) and (b) (Note 55).

(2) Wage assignments (deductions) may only be made pursuant to the conditions laid down in the statutory provisions on the execution of a judgment by wage assignments (deductions) pursuant to the Civil Procedure Code (Note 54); the priority order of individual claims (debts) in respect of which the court, judicial executor (Note 51), competent tax administrator (Note 52) or another administrative authority or agency or self-governing local area authority (Note 53) has ordered execution shall be subject to the said conditions. Wage assignments of a greater scope may only be made on the basis of the relevant agreement on wage assignments [section 146(1)(b)], unless such assignments are to be made in favour of the employer and provided that the making of these assignments does not put at risk the implementation of other wage deductions or assignments or does not cause their curtailment.

Section 149

(1) The priority of making wage assignments pursuant to section 146(b) shall be determined by the date when the relevant wage assignment agreement is served on the employer or by the date when the employee and the employer has concluded the wage assignment agreement to satisfy (settle) the employee's liabilities (debts); where wage assignments are to be made in favour of the employer, the priority of making wage assignments is determined by the date when the wage assignments agreement has been concluded.

(2) The priority of wage assignments (deductions) pursuant to section 147(1)(c), (d) and (e) shall be determined by the date when such wage deductions started to be made.

(3) The priority of wage deductions or assignments pursuant to section 146 shall be determined by the date when the employee has given his consent to such deductions (assignments) to be made.

(4) If an employee takes up employment with another employer, the order of the claims pursuant to subsection (1) shall be maintained and shall bind the new employer (paying wage or salary to the employee). The new employer shall start to make wage assignments as of the date when he learns from his employee, the hitherto employer (payer of wage or salary) or the beneficiary, of the wage assignments and the relevant claims; the same shall apply in the case pursuant to subsection (2) unless this effect has been expressly excluded in the wage assignment agreement.

Section 150

As regards wage assignments or deductions, the employer shall keep (archive) the relevant data, such as the full name and address if the beneficiary is a natural person, or the designation and seat, if the beneficiary is a legal entity, and the records of wage assignments or deductions together with the supporting documents for the period which is prescribed for archiving the other data and documentation relating to wages or salaries (Note 56).

PART SEVEN
REIMBURSEMENT OF EXPENSES TO EMPLOYEES IN
CONNECTION WITH THEIR PERFORMANCE OF WORK

CHAPTER I
COMMON PROVISIONS ON REIMBURSEMENT OF EXPENSES
TO EMPLOYEES IN CONNECTION WITH PERFORMANCE OF
THEIR WORK

Section 151

Unless otherwise provided in this Code, the employer shall reimburse his employee for those expenses having arisen to the employee in connection with performance of work; the employer shall reimburse such expenses within the scope and under the conditions laid down in this Part.

Section 152

“Travel expenses” (in Czech „cestovní výdaje“) which shall be reimbursed by the employer to an employee shall be expenses incurred by the employee:

- (a) on a business trip (section 42);
- (b) on a journey outside his regular workplace;
- (c) on an extraordinary journey in connection with performance of work outside the pattern (schedule) of shifts at the place of performance of his work or at his regular workplace;
- (d) on transfer to another place of work (relocation; section 43);
- (e) on temporary assignment (temporary transfer to another employer; section 43a);
- (f) on taking up employment in an employment relationship;
- (g) on performance of work abroad.

Section 153

(1) The conditions which might have impact on reimbursement and amount of travel expenses, in particular the period of a business trip, the place of start and termination of a business trip, the place of performance of working tasks, the mode of transport and accommodation, shall be determined by the employer in writing beforehand, taking thereby into consideration the legitimate interests of his employee.

(2) Where owing to the circumstances, no doubt arises with regard to a certain employee's rights to reimbursement of travel expenses and their amount, a prior written determination of conditions (terms) is not required, unless the employee insists on a written determination of such conditions.

Section 154

“Business trip abroad” („zahraniční pracovní cesta“) shall be a trip undertaken outside the Czech Republic. The time decisive for an employee's entitlement to travel expenses in a foreign currency is the time of crossing the state borders of the Czech Republic which the employee communicates to his employer, or the time of departure from the Czech Republic and the time of arrival to the Czech Republic if he travels by aircraft.

Section 155

(1) Reimbursement of travel expenses to an employee who performs work on the basis of an agreement on work performed outside an employment relationship may only be granted where this right and the regular workplace have been agreed.

(2) Where under an agreement to complete a job, the employee is to fulfil a working task in a locality (town, village) which is different from that where he has home address, this employee shall have the right to reimbursement of travel expenses provided that such reimbursement has been agreed, and this shall apply even if otherwise a regular workplace has not been agreed.

CHAPTER II REIMBURSEMENT OF TRAVEL EXPENSES TO EMPLOYEES OF EMPLOYERS NOT REFERRED TO IN SECTION 109(3)

Division 1

Reimbursement of Travel Expenses on a Business Trip or on a Journey Outside Regular Workplace

Section 156

Types of Travel Expenses

(1) Under the conditions laid down in this Chapter, an employer (private undertaking) to whom this Chapter applies shall reimburse to his employee on a business trip:

- (a) fares (transport expenses);
- (b) fares to visit a family member;
- (c) accommodation expenses;
- (d) increased meal expenses (hereafter referred to as “meal allowance”; in Czech „stravné“);
- (e) necessary incidental expenses.

(2) For the purposes of granting reimbursement of travel expenses, a journey pursuant to section 152(b) and (c) shall also be considered as a business trip.

(3) The employer may reimburse to his employee also other expenses, however the term “reimbursement of travel expenses” shall only refer to those expenses the reimbursement of which was made in accordance with section 152.

Section 157
Reimbursement of Fares (Transport Expenses)

(1) Where an employee uses a determined means of long-distance public transportation and a taxi cab, the employee shall be entitled to reimbursement of travel expenses in the documented amount.

(2) Where an employee, with his employer's consent, uses instead of a determined means of long-distance public transportation some other means of transportation, including a road motor vehicle (except a road motor vehicle provided by his employer), the employee is entitled to reimbursement of travel expenses in the amount equal to the fare for a determined means of long-distance public transportation.

(3) Where, at his employer's request, an employee uses a road motor vehicle (except a road motor vehicle provided by his employer), the employee is entitled to the standard reimbursement for every 1 km travelled and to the reimbursement of expenses for fuel consumption.

(4) The standard (basic) reimbursement rate per kilometre travelled shall be at least:

(a) CZK 1.10 for a single-track motor vehicle or a three-wheeled motor vehicle;

(b) CZK 3.70 for a passenger road motor vehicle;

the standard reimbursement rate per kilometre motoring shall be increased by at least 15% if a trailer is used with a road motor vehicle. The standard reimbursement rate shall be amended in dependence on the price development by an implementing Decree promulgated pursuant to section 189.

(5) An employee is entitled to at least the double of the standard reimbursement rate pursuant to subsection (4)(b) in respect of a lorry, bus or tractor.

Section 158

- (1) Where the standard reimbursement rate has not been agreed or determined by the employer before his employee goes on a business trip, the employee is entitled to the standard rate pursuant to section 157(4) and (5).
- (2) The reimbursement for fuel consumption shall be determined by the employer by multiplying the fuel price by the quantity of the fuel consumed.
- (3) The employee shall document the fuel price by a receipt on fuel purchase from which the connection with his business trip is obvious. Where the employee proves the fuel price by two or more receipts on fuel purchase from which the connection with his business trip is obvious, for the purposes of determining the relevant reimbursement, the fuel price shall be calculated as an arithmetic average of the prices documented by the employee. Where the employee does not prove the fuel price to his employer in a reliable way, the employer shall determine the reimbursement amount by applying the average price of relevant fuel laid down in the implementing statutory provisions, promulgated pursuant to section 189.
- (4) The fuel consumption of a road motor vehicle shall be calculated by the employer on the basis of the data given in the registration technical document of the vehicle which was used by the employee; the employee is obliged to submit the said technical document to the employer. Where the technical document does not include such data, the employee is entitled to reimbursement of fuel expenses only if he proves the fuel consumption by another technical document of the same vehicle type with the same cylinder volume (capacity). In determining the fuel consumption, the employer shall make use of the data on fuel consumption for combined traffic under the EU standards. Where the data is not stated in the technical document, the employer shall calculate the fuel consumption of the vehicle as an arithmetic average of the data given in the technical document.

Section 159

- (1) Where in accordance with the conditions determined for a certain business trip, the employee uses means of local public transport, he is entitled to reimbursement of fares in the documented amount; the said reimbursement shall be due to the employee in addition to the reimbursement of expenses (if relevant) pursuant to section 157(1) to (3).
- (2) As regards reimbursement of fares for means of local public transport used on business trip within the municipality in which the employee has his agreed place of work performance, the employer shall reimburse to this employee the amount equal to fare(s) at the time when such business trip took place without the employee having to prove the local fare(s). However, such reimbursement of fares for means of local public transport shall not be due to an employee if his employer covers the use of local public transport and the employee does not financially contribute thereto.

Section 160

If, with his employer's prior consent, the employee interrupts a business trip due to some reason on his side and no performance of work follows after the trip interruption, the employer shall reimburse his employee only for fares up to the amount to which the employee would have been entitled in the event that no interruption of the business trip

had occurred. A similar procedure shall apply if a prior agreed interruption of a business trip occurs due to a reason on the employee's side before his performance of work.

Section 161 **Reimbursement of Fares to Visit a Family Member**

(1) Where an employee's duration of a business trip lasts longer than seven calendar days, the employee is entitled to reimbursement of return fares to visit a family member at the home address or at another prior agreed place of a family member's stay and the reimbursement shall be provided under the conditions laid down in sections 157 to 160, however the fares shall be reimbursed at the utmost in the amount equal to fares to the place of the employee's place of work or regular workplace or home address in the Czech Republic. The limiting amount shall be the amount that is most advantageous for the employee.

(2) If the employee travels by air transport to visit a family member, the employer shall only reimburse the employee for the amount of fares by a means of road or railway long-distance transport, as determined by the employer. The provisions of subsection (1) shall apply as appropriate.

(3) The fares for a visit to a family member shall be reimbursed by the employer latest in the course of the fourth week either from the beginning of a business trip or from last visit to a family member, unless the employer and the employee have agreed on a shorter period.

Section 162 **Reimbursement of Accommodation Expenses**

(1) An employee is entitled to reimbursement of accommodation expenses incurred in accordance with the conditions of the employee's business trip; the accommodation expenses shall be reimbursed in the amount documented by the employee. During the time when the employee visits his family member, the employer shall reimburse the documented amount for the employee's accommodation only if the employee had to continue paying such expenses with regard to the conditions of the business trip or accommodation services.

(2) During a prior agreed interruption of a business trip due to a reason on the side of the employee, the employer is not obliged to reimburse the employee for the accommodation expenses during such interruption even if the employee had to settle the accommodation expenses during this time owing to the conditions of the business trip or accommodation services.

Section 163 **Meal Allowances**

(1) For each calendar day of a business trip, an employee is entitled to meal allowance of:

(a) CZK 64 if a business trip lasts 5 to 12 hours;

(b) CZK 96 if a business trip lasts longer than 12 hours but does not exceed 18 hours;

(c) CZK 151 if a business trip lasts more than 18 hours.

The amounts of meal allowances shall be adjusted in accordance with the price development by an implementing Decree promulgated pursuant to section 189.

(2) If during a business trip the employee is provided with a meal that has the characteristics of breakfast, lunch or dinner and the employee does not financially contribute to payment for such meal (hereafter referred to as “meal provided free of charge” or “free meal”; in Czech „bezplatné jídlo“), his meal allowance shall be reduced for each free meal by:

(a) 70% of the meal allowance if his business trip lasts 5 to 12 hours;

(b) 35% of the meal allowance if his business trip lasts longer than 12 hours but does not exceed 18 hours;

(c) 25% of the meal allowance if his business trip lasts more than 18 hours.

(3) Unless before sending the employee on a business trip the employer either agrees with him or determines to him a higher meal allowance than that in subsection (1), the employee is entitled to meal allowance pursuant to subsection (1). Unless before sending an employee on a business trip the employer agrees with him or determines to him a lower reduction of meal allowance, the employee is entitled to a meal allowance reduced by the highest amount pursuant to subsection (2).

(4) Where a business trip falls into two calendar days, a total duration of such business trip is considered for the meal allowance purposes should this be more advantageous for an employee.

(5) For a period for which the employee visits a family member or for which he interrupts a business trip due to reasons on his side, he is not entitled to meal allowance. Before visiting a family member or before an agreed interruption of a business trip the period decisive for the employee's entitlement to meal allowance shall terminate on completion of performance of his work, or at a time the determination of which has been agreed beforehand, and after a family member's visit or after an interruption of a business trip due to reasons on the employee's side, the period decisive for the entitlement to meal allowance starts concurrently with the beginning of the employee's performance of work or at a time the determination of which has been agreed beforehand.

(6) Should the employee be instructed to go on a business trip to the place of his home address which differs from the place of performance of his work or his regular workplace, he is entitled to meal allowance only for a trip to the place of his home address and for a return trip (journey) and for the period of performance of work at such place.

(7) It is prohibited to extend the reasons for non-payment of meal allowances laid down in subsections (5) and (6).

Section 164

Reimbursement of Necessary Incidental Expenses

The employer shall reimburse his employee for necessary incidental expenses having arisen to the employee in connection with a business trip; these expenses shall be reimbursed in the documented amount. Where the employee cannot document the amount of incidental

expenses, the employer shall provide to the employee reimbursement equal to the usual price of things and services at the place and time of the business trip.

Division 2
Reimbursement of Expenses on Transfer to Another Place (Relocation) or
Temporary Assignment

Section 165

(1) If an employee is relocated or temporarily assigned to another employer to a place other than that agreed in his employment contract and concurrently other than the place of his home address, he shall be entitled to the amounts pursuant to sections 157 to 164 under the conditions stipulated therein. If the employee returns to his home every day, the time spent there shall not be included in the period relevant for granting meal allowance.

(2) If the employee who is granted meal allowance pursuant to subsection (1) is at that time sent on a business trip outside the place to which he has been transferred (relocated) or outside the place of his temporary assignment, he shall be entitled to such meal allowance that is more advantageous for him. He shall be further entitled to reimbursement of the other travel expenses as on a business trip.

Division 3
Reimbursement of Travel Expenses on Business Trips Abroad

Section 166
Types of Travel Expenses and their Reimbursement

(1) Under the conditions further laid down, the employer shall provide to his employee meal allowance in the amount and under the conditions pursuant to section 163, except subsection 163 (4), and reimbursement of:

- (a) fares (transport expenses);
- (b) fares to visit a family member;
- (c) accommodation expenses;
- (d) expenses for meals in a foreign currency (hereafter “meal allowance abroad”; in Czech „zahraniční stravné“);
- (e) necessary incidental expenses.

(2) Where an employee is on a business trip abroad, the employer may also reimburse some other travel expenses of this employee.

Section 167
Reimbursement of Fares

An employee is entitled to reimbursement of fares in the amount and under the conditions laid down in sections 157 to 160; reimbursement of fuel in a foreign currency and

documented amount shall be provided only for kilometres travelled outside the Czech Republic. Where due to serious reasons the employee does not have a receipt confirming his purchase of fuel outside the Czech Republic, the employer may provide him reimbursement of fuel settled in a foreign currency also on the basis of the employee's statement on the actual price paid for fuel and on the reasons why no receipt is available.

Section 168 **Reimbursement of Fares to Visit a Family Member**

If a business trip abroad lasts longer than one month and if a visit to a family member has been agreed with, or determined by, the employer before sending an employee on a business trip abroad, the employee is entitled to reimbursement of return fares to visit a family member at the home address, or at another prior agreed place of a family member's stay pursuant to section 167, however at the utmost in the amount equal to fares to the employee's place of performance of work or regular workplace or home address in the Czech Republic. The limiting amount shall be the amount that is most advantageous for the employee.

Section 169 **Reimbursement of Accommodation Expenses**

The employee is entitled to reimbursement of accommodation expenses incurred in accordance with the conditions of such business trip abroad and section 162.

Section 170 **Meal Allowances Abroad**

(1) An employee who is on a business trip abroad is entitled to meal allowance in a foreign currency in the amount and under the conditions laid down below.

(2) Where prior to instructing his employee to go on a business trip abroad the employer agrees or determines the standard rate of meal allowance abroad, such standard rate in full monetary units, taking regard to the conditions of the business trip and the manner of catering, must amount to at least 75% (and in case of crews of inland water transport to at least 50%) of the standard rate of meal allowances abroad, as prescribed for a given country by an implementing Decree promulgated pursuant to section 189. Where the employer does not proceed in accordance with the first sentence, he shall determine his employee meal allowance abroad from the amount of the standard rate of meal allowances abroad prescribed by an implementing Decree promulgated under section 189. The amount of meal allowance abroad shall be determined by the employer with regard to the standard rate of meal allowances abroad agreed or determined for the country (state) in which the employee will spend most time in one calendar day.

(3) The employee is entitled to meal allowance abroad in the amount of the standard rate pursuant to subsection (2) if the period spent outside the Czech Republic within one calendar day lasts longer than 18 hours. Where such period is longer than 12 hours but not more than 18 hours, the employer shall provide to his employee meal allowance at two thirds of the said rate, and where the period spent outside the Czech Republic is 6 hours and less, but at least one hour, or where it is more than 5 hours provided that the employee's entitlement arises to meal allowance pursuant to section 163 or section 176 for his journey within the Czech Republic, the employer shall grant the employee meal allowance at one third of

the meal allowance abroad rate. Where the employee spends outside the Czech Republic less than one hour, no meal allowance abroad is provided.

(4) For the purposes of payment of meal allowance abroad, periods spent outside the Czech Republic, if they last one hour and more in the case of two or more business trips within one calendar day, shall be added together. Periods for which the employee's right to meal allowance abroad does not arise shall be added to the decisive period with regard to meal allowance pursuant to section 163.

(5) If during a business trip abroad the employee is provided with a free meal, he is entitled to meal allowance abroad at the standard rate, reduced for each free meal by an amount of up to:

(a) 70% of meal allowance abroad if the meal allowance is one third of the standard rate;

(b) 35% of meal allowance abroad if the meal allowance is two thirds of the standard rate;

(c) 25% of meal allowance abroad if the meal allowance is at the standard rate. Unless before sending the employee on business trip abroad the employer either agrees with him or determines to him a lower reduction, the employee is entitled to the meal allowance abroad reduced by the highest amount pursuant to the first sentence.

(6) For a period for which the employee visits a family member or for a period of prior agreed interruption of a business trip abroad due to reasons on the employee's side, he is not entitled to meal allowance abroad. Before visiting a family member or before an agreed interruption of his business trip abroad, the period decisive for the employee's entitlement to meal allowance abroad shall terminate on completion of performance of his work or at a time

the determination of which has been agreed in advance, and after a visit to a family member or after an interruption of a business trip abroad due to reasons on the employee's side, the period decisive for the entitlement to meal allowance shall start concurrently with the beginning of the employee's performance of his work or at a time the determination of which has been agreed in advance.

(7) If the employee who is on a business trip abroad is instructed to go on a business trip to the place of his home address, he is entitled to meal allowance (in the Czech Republic) and to meal allowance abroad only for a journey to his home address and for a return journey, for journeys to and from the place of work performance and for the period of work performance.

(8) It is prohibited to extend the reasons for non-payment of meal allowances abroad laid down in subsections (6) and (7).

Section 171 Reimbursement of Necessary Incidental Expenses

An employee is entitled to reimbursement of necessary incidental expenses in accordance with section 164.

Division 4 Reimbursement of Expenses on Posting an Employee Abroad

Section 172

Where a place of performance of work or a regular workplace has been agreed outside the Czech Republic, the employee is entitled to reimbursement of travel expenses for the days of the first journey from the Czech Republic to the place of performance of his work or regular workplace and for his return journey as if he were on a business trip abroad. If, with a prior consent of the employer, the employee travels with a member of his family, the employee is also entitled to reimbursement of documented fares, accommodation and necessary incidental expenses having arisen to the employee's family member.

CHAPTER III REIMBURSEMENT OF TRAVEL EXPENSES TO EMPLOYEES OF EMPLOYERS REFERRED TO IN SECTION 109(3)

Division 1 Common Provisions

Section 173

The employer referred to in the heading of this Chapter shall reimburse travel expenses to an employee in the amount and under the conditions laid down in this Chapter. Other or higher amounts of travel expenses may not be granted.

Section 174

In providing reimbursement of travel expenses, the employer shall proceed in accordance with Chapter II of Part Seven (sections 156 to 172) and in accordance with the derogations laid down below.

Division 2 Reimbursement of Travel Expenses (Business Trips)

Section 175 Reimbursement of Fares

The standard rate of reimbursement laid down in section 157(4) and (5) shall be binding on the employer and the said rate may neither be agreed nor determined differently prior to a business trip.

Section 176 Meal Allowances

(1) Section 163(1) to (3) shall not apply to granting meal allowances. For each calendar day of a business trip the employee shall be entitled to meal allowance of:

(a) CZK 64 to CZK 76 if a business trip lasts 5 to 12 hours;

(b) CZK 96 to CZK 116 if a business trip lasts longer than 12 hours but does not exceed 18 hours;

(c) CZK 151 to CZK 181 if a business trip lasts longer than 18 hours.

The amounts of meal allowances shall be amended in accordance with the price development by an implementing Decree promulgated pursuant to section 189.

(2) If the employee goes on a business trip which lasts less than five hours and this precludes such employee from his usual way of taking a meal (e.g. in a canteen), the employer may provide to the employee a meal allowance of up to the amount pursuant to subsection (1)(a).

(3) If during a business trip the employee is provided with a free meal, the employee is entitled to meal allowance reduced for each free meal by:

(a) 70% of the meal allowance if a business trip lasts 5 to 12 hours;

(b) 35% of the meal allowance if a business trip lasts longer than 12 hours but does not exceed 18 hours;

(c) 25% of the meal allowance if a business trip lasts more than 18 hours.

(4) The employee is not entitled to meal allowance if during a business trip that lasts:

(a) 5 to 12 hours he was provided with two free meals;

(b) 12 to 18 hours he was provided with three free meals.

(5) Unless before sending an employee on a business trip the employer agrees with him or determines to him a higher meal allowance, the employee is entitled to meal allowance of the low rate pursuant to subsection (1).

Division 3

Reimbursement of Expenses on Taking up an Employment or on Transfer to Another Place (Relocation)

Section 177

(1) Where the employer has agreed or determined by the internal regulations that reimbursement of expenses will be provided on an employee's taking up an employment (in an employment relationship) or on an employee's transfer to another place of performance of work, these expenses may be reimbursed up to the amount and within the scope pursuant to section 165.

(2) Reimbursement of expenses pursuant to subsection (1) may be provided by the employer to his employee until the time when this employee or the employee's family member or a person living with him in one household obtains an adequate flat in the municipality of the employee's performance of work; the employer may provide reimbursement of such expenses at the utmost for a period of four years if the employment relationship has been

agreed for an indefinite time, and for a period until termination of the employment relationship if it has been agreed for a fixed term.

Section 178

If the employee to whom the employer provides or could provide reimbursement of expenses pursuant to sections 165 and 177 and who moves to a municipality in which his entitlement or possibility to reimbursement of such expenses expires, the employer may provide to this employee reimbursement of documented:

- (a) expenses for moving household furnishings;
- (b) fares (transport expenses) of the employee and the employee's family member from his previous home to his new home;
- (c) necessary incidental expenses related to the moving of household furnishings;
- (d) necessary expenses relating to an adaptation of the flat up to a maximum amount of CZK 15,000.

Division 4

Reimbursement of Travel Expenses on a Business Trip Abroad

Section 179

(1) As regards providing meal allowances abroad, the provision of section 170(2)(first sentence) and (5) shall not apply. The employee is entitled to the standard rate of meal allowance abroad, as laid down in an implementing Decree promulgated pursuant to section 189, for every day of his business trip abroad.

(2) Meal allowances of heads of government agencies (authorities) and their deputies and employees who are statutory bodies or their deputies may be determined in the amount which is up to 15% higher than the standard rate of the relevant meal allowance abroad pursuant to subsection (1) unless otherwise stipulated in another Act (Note 57).

(3)

Where during a business trip abroad an employee is provided with a free meal, the employee is entitled to meal allowance abroad, reduced for each free meal by:

- (a) 70% of the meal allowance abroad if it concerns meal allowance abroad at one third of the standard rate amount;
- (b) 35% of the meal allowance abroad if it concerns meal allowance abroad at two thirds of the standard rate amount;
- (c) 25% of the meal allowance abroad if it concerns meal allowance abroad at the standard rate amount.

(4) An employee is not entitled to meal allowance abroad if during his business trip abroad that lasts:

(a) 5 to 12 hours he was provided with two free meals;

(b) 12 to 18 hours he was provided with three free meals.

Section 180

In addition to relevant meal allowance abroad, the employer may also provide his employee with pocket money up to 40% of the meal allowance amount pursuant to sections 170(3) and 179.

Division 5

Reimbursement of Expenses on Posting an Employee Abroad

Section 181

In addition to reimbursement of expenses pursuant to section 172, an employee is entitled to reimbursement of expenses laid down in an implementing Decree promulgated pursuant to section 189. This employee shall neither be entitled to meal allowances for a period of his business trip within the Czech Republic nor to meal allowances abroad in the country of performance of his work or regular workplace (i.e. in the country of his posting).

CHAPTER IV

COMMON PROVISIONS ON REIMBURSEMENT OF TRAVEL EXPENSES

Section 182

Flat-Rate Reimbursement of Travel Expenses

(1) Where reimbursement of a flat-rate monthly or daily amount of travel expenses is agreed, or determined by internal regulations or by an individual written statement, such amount is based on the average conditions decisive for providing reimbursement of travel expenses to a circle of employees or to a certain employee, taking into consideration the level of travel expenses reimbursement and expected average expenses of the circle of these employees or this employee. At the same time the employer shall determine the method of reducing of the flat-rate amount for a period when the employee does not perform his work.

(2) At his employee's request, the employer shall present him the documents on the basis of which the relevant flat-rate amount (lump-sum amount) has been determined (fixed).

Section 183

Advances on Travel Expenses and their Final Account

(1) The employer shall provide an employee with an advance up to the estimated sum of travel expenses (to be subsequently documented) unless the employer and the employee agree that no advance will be provided.

(2) Where an employee goes on a business trip abroad, the employer may agree with the employee to provide him with an advance in a foreign currency or to provide its part in the form of a traveller's cheque or in the form of lending him the employer's payment (credit) card. The employer may agree with the employee to provide him with an advance on meal allowances abroad in Czech currency or in a foreign currency other than that laid down in a Decree promulgated pursuant to section 189 for the relevant country (state) provided that the Czech National Bank announced a foreign exchange rate for such currency. In determining the amount of meal allowances abroad in an agreed currency, it shall be necessary first to calculate the Czech crown counter value of the prescribed meal allowance abroad in a given foreign currency and then to translate the said counter value to the agreed currency. For the purpose of calculating the Czech crown counter value of meal allowance abroad and the amount of meal allowance in the agreed foreign currency (i.e. in a currency other than laid down for the foreign country in question), the employer shall apply the exchange rates announced by the Czech National Bank and valid on the date when such advance amount is provided.

(3) Unless the employer and his employee agree on another time-limit, within 10 working days after the end of the business trip or another fact having given rise to the entitlement to reimbursement of travel expenses, the employee shall submit to his employer written (printed) receipts and other documents required for drawing up a final account for reimbursement of travel expenses and refund to the employer such part of the advance payment which is in excess of the sum of documented travel expenses (including meal allowances). The amount which the employee is to refund to his employer in Czech currency shall be rounded up to full crowns.

(4) The amount by which an advance payment for the employee's business trip abroad exceeds his entitlement shall be refunded by the employee to the employer in a currency in which the advance was paid or in a currency for which the employee exchanged the former, or in Czech currency. The amount by which an advance on the employee's business trip abroad was lower than the employee's right shall be refunded by the employer to this employee in Czech currency, unless otherwise agreed. In drawing up a final account of an advance amount, the employer shall apply the exchange rate by which the provided currency was translated abroad into another currency (as documented by the employee) and the foreign exchange rates pursuant to subsection (2).

(5) Unless the contracting parties agree on another time-limit, within 10 working days of the employee's submission of receipts and other documents concerning travel expenses, the employer shall draw up a final account of travel expenses reimbursement and satisfy the employee's entitlement. An amount to be provided to the employee by the employer shall be rounded up to full crowns.

Section 184

Section 183 shall apply as appropriate to reimbursement of travel expenses for which no advance was provided; the translation (conversion) of the currencies shall be based on the foreign exchange rates announced by the Czech National Bank and valid on the date on which the business trip abroad commenced.

Section 185

Where it is required to prove travel expenses and the employee fails to supply documentary evidence thereof, the employer may reimburse the expenses to the employee in the amount recognized, taking regard to the determined conditions unless otherwise provided by this Code [section 158(3)].

Section 186

An employee is obliged to communicate to his employer, without undue delay, any change in some fact which is decisive for travel expenses reimbursement.

Section 187

For the purposes of reimbursement of travel expenses [except section 177(2)], “an employee's family member” shall be the employee's spouse, partner (Note 51a), own children, adoptive children, children entrusted in the employee's foster care or care in loco parentis, own parents, adoptive parents, guardian(s) and foster parents. Another natural person has the status of a family member only if such person lives with the employee in one household.

Section 188

Reimbursement of Travel Expenses under International Agreement or under Agreement on Mutual Exchange of Employees with a Foreign Employer

(1) The employee who is instructed to go on a business trip abroad and who, under the relevant international agreement, is entitled to reimbursement of a lower amount of travel and similar expenses during his business trip abroad than under this Code, shall be provided by his employer with reimbursement of the difference between his entitlement under this Part of the Labour Code and the entitlement under the international agreement.

(2) The employee who is instructed to go on a business trip abroad and who, under relevant international agreement, is entitled to the same or higher reimbursement of travel and other expenses in comparison with this Part (of the Labour Code), shall not be provided with reimbursement of travel expenses pursuant to this Part.

(3) Reimbursement of travel and similar expenses provided to an employee under relevant international agreement shall be considered as reimbursement of travel expenses pursuant to this Part of the Labour Code.

(4) If the employer in an agreement on mutual exchange of employees undertakes to provide meal allowances to a foreign employee posted to the Czech Republic, the employer shall provide this employee with meal allowances at least in the upper amount of meal allowances pursuant to section 176(1). The employer referred to in Chapter III of Part Seven may provide a foreign employee with meal allowance of up to double the meal allowance laid down in the first sentence and with pocket money of up to 40% of thus agreed or determined meal allowance.

Section 189

Authorizing Provisions

(1) Regularly, with effect as of 1 January, the Ministry of Labour and Social Affairs shall promulgate in a Decree*:

(a) an amendment of the standard reimbursement rate for the use of road motor vehicles laid down in section 157(4);

(b) an amendment of meal allowances laid down in section 163(1) and 176(1);

(c) determination of average fuel price;

and this shall be done in accordance with the data, supplied by the Czech Statistical Office, concerning prices of motor vehicles, prices of meals and non-alcoholic beverages in public catering facilities and fuel prices.

(2) The Ministry of Labour and Social Affairs shall amend by its Decree, entering into effect on a date other than that pursuant to subsection (1), the standard reimbursement rate for the use of road motor vehicles, meal allowances and/or average fuel prices whenever, according to the data supplied by the Czech Statistical Office, some of the prices referred to in subsection (1) have gone up or down by at least 20% since the date of legal force of this Code or since the date of legal force of the latest amendment (revision) included in the Ministry's relevant Decree.

(3) A meal allowance amount shall be rounded down to the next full crown if its heller component (over the full crown) is below 50 hellers and it shall be rounded up to the next full crown if its heller component (over the full crown) is 50 or more hellers. Standard reimbursement rates and average fuel prices shall be rounded up to the next (full) 10 hellers.

(4) Regularly, with effect as of 1 January, the Ministry of Finance shall determine by its Decree the standard rates of meal allowances abroad in full units of the relevant foreign currency, acting on the basis of a proposal presented by the Ministry of Foreign Affairs and prepared according to embassies' information on the prices of meals and non-alcoholic beverages in middle-range quality public catering facilities or, as regards of Asian, African and Latin American developing countries, in the first quality public catering facilities, also making use of the statistical data supplied by international institutions.

(5) With effect of a date other than that pursuant to subsection (4), the Ministry of Finance shall amend the standard (basic) rates of meal allowances abroad as soon as the price referred to in subsection (4) and the exchange rate of the determined foreign currency either increase or decrease by at least 20% since the last revision.

* Decree No. 429/2011 Coll. is in effect in 2012.

(6) As regards employees with whom their employer, referred to in Chapter III of Part Seven, has agreed a place of performance of work or a regular workplace outside the Czech Republic, the Government shall lay down by its Decree:

- (a) reimbursement of increased living costs;
- (b) reimbursement of furnishings costs;
- (c) reimbursement of return fares and accommodation expenses on certain journeys to and from the Czech Republic;
- (d) reimbursement of expenses for moving personal belongings.

CHAPTER V
REIMBURSEMENT FOR WEAR AND TEAR
OF AN EMPLOYEE'S OWN TOOLS, EQUIPMENT AND ITEMS
REQUIRED FOR WORK PERFORMANCE

Section 190

(1) If the employer has agreed, or fixed in internal regulations (rules) or determined in an individual written statement, the conditions (terms), the amount and manner of providing reimbursement for wear and tear of an employee's own tools, equipment or other items needed for such employee's performance of work, the employer shall provide the said reimbursement under the agreed, fixed or determined conditions (terms).

(2) The provision of subsection (1) shall not apply to the use of motor vehicle in respect of which reimbursement of expenses is subject to sections 157 to 160.

PART EIGHT OBSTACLES TO WORK

CHAPTER I OBSTACLES TO WORK ON THE EMPLOYEE SIDE

Division 1 Important Personal Obstacles to Work

Section 191

The employer shall excuse absence of his employee from work during a period when the employee is temporarily unfit to work pursuant to other statutory provisions (Note 58), during a period of quarantine ordered pursuant to another Act (Note 59), during a period of maternity or parental leave, during a period of taking care of a (sick) child whose age is below 10 years or another household member in the instances laid down in section 39 of the Sickness Insurance Act and for a period of taking care of a child younger than 10 years due to reasons laid down in section 39 of the Sickness Insurance Act or due to a reason that a natural person (an individual) who otherwise takes care of a child could not take care of this child because this person underwent a medical examination or treatment at a health care services provider and this could not be arranged outside the employee's working hours.

Temporary Incapacity for Work or Quarantine and Compensatory Wage, Salary or Remuneration pursuant to an Agreement Section 192

(1) The employee, who has been recognized to be temporarily unfit for work (i.e. whose temporary incapacity for work has been recognized) or whose quarantine has been ordered, is entitled during the first 14 calendar days (or during the first 21 calendar days when it is from 1 January 2012 to 31 December 2013) of his temporary incapacity for work or quarantine to compensatory wage or salary (i.e. compensation for wage or salary) at the amount pursuant to subsection (2) for the days pursuant to the second sentence if at the date of the start of his temporary incapacity for work or quarantine the employee meets the conditions of the entitlement to sickness benefits pursuant to sickness insurance statutory provisions. Within the period laid down in the first sentence, the employee is entitled to compensatory wage or salary for the days which are working days in respect of this employee and for any public holiday for which he is otherwise entitled to compensatory wage or for which his salary or wage is not reduced provided that on these individual days he meets the conditions for the entitlement to payment of sickness benefits pursuant to sickness insurance statutory provisions and provided that his employment relationship continues to exist, but only until the expiry of the support period determined for payment of sickness benefits (Note 61); however, the employee is not entitled to compensatory wage or salary for the first three days of his temporary incapacity for work (not exceeding the first 24 hours when he did not work the scheduled shifts). Where incapacity for work commenced on a day when the employee has already worked his shift, for the purposes of providing compensatory wage or salary, the period of 14 calendar days (or 21 calendar days if it is from 1 January 2012 to 31 December 2013) of temporary incapacity for work or quarantine shall commence on the next calendar day. If the employer is entitled to sickness benefit (sickness pay; Note 62) or maternity benefit (Note 63) during the first 14 calendar days (or the first 21 calendar days

when it is from 1 January 2012 to 31 December 2013) of temporary incapacity for work or quarantine, this employee shall have no right to compensatory wage or salary. Where within the period of incapacity for work or quarantine, the entitlement to compensatory wage or salary arises to the employee pursuant to the first to third sentences, this employee shall not be concurrently entitled to compensatory wage or salary due to another obstacle to work.

(2) Compensatory wage or salary pursuant to subsection (1) shall be due to the employee at the level of 60% of his average earnings. For the purposes of determining compensatory wage or salary, ascertained average earnings shall be adjusted in a similar way as in the case of adjusting the daily assessment base (basis) for computing sickness benefits under sickness insurance (Note 64), however, for the purposes of this adjustment the relevant curtailment limit prescribed for the purposes of sickness benefits (Note 64a) shall be multiplied by a coefficient of 0.175 and then rounded up to the next full heller. If the employee has also the right to his wage or salary for part of working hours for a working day on which the employee's entitlement to compensatory wage or salary arose or terminated, the employee shall be entitled to compensatory wage or salary only for that part of the working hours for which he has no right to his wage or salary.

(3) The amount (level) of compensatory wage or salary, either agreed or determined in internal regulations, even for the first 3 days of temporary incapacity for work or quarantine [subsection (1), (second sentence after semicolon)] or above the amount laid down in subsection (2)(first sentence) may not exceed average earnings [section 356(1)].

(4) Compensatory wage or salary determined pursuant to subsections (2) and (3) must be reduced by 50% in those cases where the entitlement to sickness benefit is reduced to one half under sickness insurance statutory provisions (Note 65).

(5) If in the first 14 calendar days (or in the first 21 calendar days when it is from 1 January 2012 to 31 December 2013) of the employee's temporary incapacity for work the employee has breached his obligations (duties), as laid down in subsection (6)(first sentence), which are part of the regimen prescribed to this employee as an insured person who is temporarily unfit for work, his employer may decide to curtail the employee's compensatory wage or salary, or not to provide him with any compensatory wage or salary, depending on the gravity of the employee's breach of obligations. Where the employee is given notice of termination pursuant to section 52(h) due to the same breach of regimen by him as an insured person who is temporarily unfit for work, it is not permitted to reduce, or not to provide, compensatory wage or salary to this employee.

(6) Within the first 14 calendar days (or within the first 21 calendar days when it is from 1 January 2012 to 31 December 2013) of the employee's temporary incapacity for work, his employer is entitled to check whether this employee (having been recognized as temporarily unfit for work) complies with the regimen prescribed to this employee (as an insured person who is temporarily unfit for work) with regard to the obligation (duty), laid down in another Act (Note 66), to dwell in the place of his stay and to observe the time and scope of his permitted walks. Where the employer has ascertained the employee's breach of the obligation laid down in the first sentence, the employer shall draw up a written record, stating the facts which mean a breach of the regimen; a copy of this record shall be served on the employee who has breached the regimen, and on the district social security administration competent for the place of the employee's place of stay during his temporary incapacity for work (Note 67), and also on the general practitioner (medical doctor) attending to the employee who is

temporarily unfit for work. The employer is entitled to ask the attending general practitioner (medical doctor), who has ordered the employee's regimen of the insured person being temporarily unfit for work, to advise him (the employer) of the employee's regimen with regard to the scope which the employer is authorized to check, and also of the (doctor's) assessment of the employee's breaches having been ascertained by the employer. The employee is obliged to enable the employer to check compliance with the obligation (duty) laid down in the first sentence.

Section 193

Compensatory wage or salary is due to an employee on the basis of documents stipulated for claiming the entitlement to sickness benefit and must be paid on the next regular pay-day after submission of the said documents. The employer shall specify the deadline by which the documents required for providing compensatory wage or salary must be submitted so that the compensatory wage or salary can be provided on the regular pay-day.

Section 194

An employee who works on the basis of an agreement to complete a job or on the basis of an agreement to perform work is entitled to compensatory remuneration pursuant to the agreement during the first 14 calendar days (or in the first 21 calendar days when it is from 1 January 2012 to 31 December 2013) under the conditions laid down in sections 192 and 193. For the purposes of providing such compensatory remuneration, the employer shall schedule the employee's weekly working hours into shifts so that the employee's compensatory remuneration can be calculated.

Maternity and Parental Leave

Section 195

Maternity Leave

- (1)** In connection with childbirth (confinement) and care for a newly-born child, a woman (female employee) is entitled to 28 weeks of maternity leave; if she gave birth to two or more children at the same time, she is entitled to 37 weeks of maternity leave.
- (2)** A female employee shall go on her maternity leave, as a rule, at the beginning of the sixth week before the expected childbirth (confinement), but no earlier than the beginning of the eighth week before the expected confinement.
- (3)** If a female employee has taken less than six weeks of maternity leave before the childbirth because the child was born earlier than the date determined by her doctor, she is entitled to her maternity leave as of the day when she started to take it until the expiry of the period laid down in subsection (1). If a female employee has had less than six weeks of maternity leave before her confinement for some other reason, she shall be entitled to 22 weeks of maternity leave as of the childbirth, or to 31 weeks if she gives birth to two or more children at the same time.
- (4)** If a child is stillborn, the female employee is entitled to maternity leave of 14 weeks.

(5) Maternity leave related to confinement (childbirth) may never be shorter than 14 weeks and cannot terminate or be suspended [section 198(2)] before expiry of six weeks from the date of childbirth.

Section 196 Parental Leave

In order to extend the care being given to a child, the employer shall grant a female or male employee parental leave if so applied for. The entitlement to parental leave applies to the mother of a child upon termination of her maternity leave and to the father of a child from the day when the child is born and it is granted within the scope as applied for, but no longer than until the day when the child reaches the age of three years.

Section 197 Maternity and Parental Leave for Foster Parents

(1) The right to maternity and parental leave shall also apply to a female or male employee if these employees have taken a child into their care substituting parental care on the basis of the relevant ruling of the competent authority, or if they have taken into care a child whose mother died; “ruling of the competent authority” shall mean a decision to place a certain child into foster care which, for the purposes of state social support (Note 68), replaces parental care.

(2) A female employee is entitled to maternity leave pursuant to subsection (1) for 22 weeks from the day when the female employee has taken a child into foster care, and if a female employee has taken two or more children into foster care, she shall be entitled to maternity leave of 31 weeks, however at the utmost until the day when the child reaches the age of one year.

(3) The entitlement to parental leave commences on the day when the child has been taken into foster care until the day when the child reaches the age of three years; a female employee who has been on maternity leave pursuant to subsection (2) is entitled to parental leave on termination of maternity leave. If a child has been taken into foster care after the attainment of three years of age but before reaching the age of seven years, there shall be the right to parental leave in the length of 22 weeks. If a child has been taken into foster care before it is three years old with parental leave in the length of 22 weeks expiring after the child reaching three years of age, the entitlement to parental leave shall be for 22 weeks from the date of taking the child into foster care.

Section 198 Common Provisions on Maternity Leave and Parental Leave

(1) A female employee and a male employee are entitled to take maternity leave and parental leave concurrently.

(2) If a child is taken due to health reasons to a medical facility for sucklings or to another health care establishment for medical treatment and the male employee or the female employee starts working, the employee's maternity or parental leave shall thus be interrupted; the employee is entitled to the untaken part of such leave when the child is released from

the health care establishment and taken care of again by its foster parents, but not longer than the time when the child reaches the age of three years.

(3) If a female employee or a male employee ceases to take care of a child, and the child is for this reason entrusted into foster care or institutional care substituting parental care, or if a child of a female employee or male employee is temporarily in the care of an establishment (facility) for sucklings or another similar facility due to reasons other than its health, the female employee or the male employee is not entitled to maternity leave or parental leave for the period for which the female or male employee does not take care of the child.

(4) If a child dies during a female employee's maternity or parental leave or during a male employee's parental leave, the entitlement to maternity or parental leave shall be for two weeks after the child's death but not beyond the day when the child would have reached the age of one year.

Other Important Personal Obstacles to Work Section 199

(1) Where an employee cannot perform his work due to important personal obstacles to work on his side, which are other than the obstacles laid down in section 191, the employer shall grant the employee time off at least in the prescribed scope and, in the determined cases, also compensatory wage or salary pursuant to subsection (2). The employee is entitled to compensatory wage or salary in the amount of average earnings.

(2) The Government shall lay down in its Decree a range of obstacles to work pursuant to subsection (1), the scope of time off and the cases to which the entitlement to compensatory wage or salary applies, including any relevant co-deciding by the trade union organization concerned on employees' attendance at their co-worker's funeral; the Government shall also lay down in its Decree those obstacles to be recognized with a view to employees who do not work at the employer's workplaces but who perform for the employer some work within the working time which they schedule themselves (section 317).

(3) Where the employer provides time off to his employee for the purpose of secondment of a national expert to an institution of the European Union (Note 69), to another international intergovernmental organization, to peace or rescue operations or for the purposes of humanitarian assistance abroad, the employee concerned shall be entitled to compensatory wage or salary in the amount of his average earnings. The employer shall provide such employee with a written statement laying down the length of the relevant time off. The length of such time off may not exceed a period of four years.

Division 2 Obstacles to Work for Reasons of Public Interest

Section 200

An employee is entitled to time off, within the necessary scope, so that he can discharge public office (function), civic duties and other acts in public interest where it is not feasible to carry out such activity outside the employee's working hours. In these cases, the employee shall not be entitled to compensatory wage or salary from his employer, unless otherwise provided in this Code, or agreed, or laid down in internal regulations. This shall be the case

without prejudice to other statutory provisions regulating obstacles to work for reasons of public interest.

Section 201 **Discharge of Public Office**

(1) For the purposes of this Code, “discharge of public office” (in Czech „výkon veřejné funkce“) shall mean performance of duties ensuing from office:

- (a) the length of which is determined by the term of such office or by a certain period;
- (b) which is filled (held) on the basis of a direct or indirect election or to which a person is appointed in accordance with other statutory provisions.

(2) Discharge of public office shall be, for example, office of a Deputy in the Chamber of Deputies (of the Czech Parliament) or a Senator of the Senate (the upper house of the Czech Parliament), office of a council member of a self-governing local area entity (unit) or a lay judge.

(3) Where an employee discharges duties of public office in addition to the duties (obligations) arising from his employment, for the purposes of his performance of such office he may be granted time off for a maximum period of 20 working days (shifts) per annum.

Section 202 **Performance of Civic Duties**

Performance of civic duties shall especially mean the activity of witnesses, interpreters, certified (sworn) experts and other knowledgeable person called to a hearing in court or to proceedings at another government authority (agency) or at a self-governing local area authority, provision of first aid, activity related to measures against an infectious disease, provision of personal assistance relating to fire-fighting, a natural disaster or similar extraordinary event (contingency), and also in cases when a natural person (an individual) is obliged to grant personal assistance under statutory provisions.

Section 203 **Other Acts in Public Interest**

(1) Other acts (activity) in public interest shall be laid down in this Code or other statutory provisions (Note 70).

(2) For the purposes of other acts in public interest, an employee shall have the right to time off:

(a) and the right to compensatory wage or salary in the amount of his average earnings for discharge of office (function) of

1. a member of the trade union organization's body pursuant to this Code,

2. a member of works council or election committee pursuant to this Code or a representative concerned with occupational safety and health protection at work pursuant to this Code (sections 283 to 285),
3. a member of a special negotiating body or a European Works Council pursuant to this Code (sections 288 to 298),
4. a board member, elected by employees pursuant to another Code (Note 71) of the legal entity (employer),
5. a member of a special negotiating body or a member of works council pursuant to other statutory provisions (Note 71a).

(b) to perform some other trade union activity, such as attendance at meetings, conferences or congresses;

(c) to take part in a course of instructional training, organized by the trade union organization, in the scope of five working days per annum, unless this is prevented by serious operational reasons; such time off shall be granted with compensatory wage or salary in the amount of average earnings;

(d) for his activity as a blood donor; the employee is entitled to time off and to compensatory wage or salary in the amount of his average earnings for a period including his journey to the blood taking, the blood taking itself (where appropriate, applying the apheres method), return journey and convalescence after the blood taking if these facts interfere with the employee's working hours and are within 24 hours as of the start of his journey for the said blood taking. Where 24 hours are not sufficient for a journey to the blood taking, the blood taking itself and return journey, the employee shall be entitled to time off with compensatory wage or salary (in the amount of his average earnings) for the further necessary period, duly documented, if it interferes with his working hours. Where the blood taking fails to take place, there shall be the entitlement to time off and compensatory wage or salary (in the amount of average earnings) only for the necessary absence from work;

(e) for his activity as a donor of other biological materials; the employee shall be entitled to time off and compensatory wage or salary in the amount of his average earnings, the said time being granted for his journey for the purpose of such donation, the taking of the biological material in question, return journey and convalescence, if these facts interfere with the employee's working hours and are within 48 hours from the start of his journey for the said taking of the biological material. With a view to the nature of the taking and the donor's health condition, the doctor may determine that time off (with compensatory wage or salary) is to be reduced or prolonged; upon prolongation, it may interfere with the employee's working hours no more than 96 hours from the employee's start of his journey for the said taking. Where the taking fails to take place, the entitlement to time off with compensatory wage or salary shall only cover the necessary period of absence from work;

(f) for the employee's lecturing or teaching activity, including that of an examiner; the employee is entitled to time off for no more than 12 shifts (12 working days) per

annum unless this is prevented by serious operational reasons on the side of the employer. Any shorter parts of individual shifts, when time off was granted, shall be added together;

- (g) to carry out activity of a member of the Mountain Rescue Service or to assist (as an individual) the Mountain Rescue Service, when so requested, and participate personally in its rescue operation in the field; time off shall be granted within the necessary scope;
- (h) for activity as a person in charge of a (holiday) camp for children and/or youth, or as a deputy to such person for economic matters or health care affairs, or as a group leader, warden, instructor, or health service worker (with vocational secondary education) in a (holiday) camp for children and/or youth; the employee is entitled to time off within the necessary extent, however not exceeding three weeks per annum, provided that this is not prevented by operational reasons on the side of the employer and under the condition that before this release the employee was working systematically with children or youth for at least one year and carried out this activity without pay (free of charge). The condition of prior systematic work with children or youth without pay shall not apply if activity is to be exercised in a camp for disabled/handicapped children and youth;
- (i) for activity as a mediator and arbitrator in collective bargaining; this employee is entitled to time off within the necessary scope;
- (j) for activity as a voluntary enumerator (in taking a census) of people, houses and flats, including selective (statistical) enquiry; the employee is entitled to time off within the necessary scope, however not exceeding 10 shifts (10 working days) per annum, provided that this is not prevented by serious operational reasons on the employer's part;
- (k) for activity of a voluntary health service worker of the Red Cross who exercises health care supervision at a sporting or social event; the employee is entitled to time off within the necessary scope provided that this is not prevented by serious operational reasons on the part of the employer;
- (l) for activity related to the organizing of a special-interest physical educational, sporting or cultural event and its necessary preparation; the employee is entitled to time off within the necessary scope provided that this is not prevented by serious operational reasons on the side of the employer.

Section 204 Time Off and Conscription

- (1) The employee is entitled to time off from work within the necessary scope if the employee is obliged to report oneself to the competent military administrative authority in connection his exercise of military service (conscription).
- (2) The employee is entitled to time off from work within the necessary scope for a period which the employee needs for a journey to the place of drafting and for a period of military exercises or extraordinary military exercises.
- (3) Compensatory wage or salary in the amount of the employee's average earnings for time off relating to conscription (military service ordered by law) pursuant to subsections (1) and (2) shall be paid by the competent military administrative authority.

Section 205
Obstacles to Work Due to (In-Service) Training or Studies

An employee's participation in a training course, another form of training or studies by which the employee is to acquire knowledge (or skills) as prescribed by statutory provisions for proper performance of the agreed type of work and which conforms to the employer's needs, shall be considered as an obstacle on the side of the employee; in respect of this obstacle the employee shall be entitled to compensatory wage or salary (section 232).

CHAPTER II
COMMON PROVISIONS ON OBSTACLES
TO WORK ON THE EMPLOYEE SIDE

Section 206

- (1) Where an employee has known of an obstacle to work (on his side) in advance, he must ask the employer beforehand to be granted time off. Otherwise, the employee shall inform (notify) the employer of an obstacle to work on his side and of its expected duration without undue delay.
- (2) The employee shall prove an obstacle to work on his side and its duration to the employer. Legal entities and natural persons shall be obliged to provide the employee the necessary collaboration so that he can fulfil the duty pursuant to the first sentence.
- (3) Where under other statutory provisions the employee is released from work due to an obstacle consisting in a reason of public interest, a legal entity, for which (or a natural person for whom) the employee exercised some activity or on the initiative of which (or on whose initiative) he was released, shall reimburse to the employer, by whom the employee was employed at the time of release, compensatory wage or salary having been paid to the employee unless the employer has agreed with the legal entity (or the natural person) that no reimbursement of compensatory wage or salary is required.
- (4) Compensatory wage or salary pursuant to this Code (sections 351 to 362) having been paid by the employer to a released employee shall be reimbursed (settled) pursuant to subsection (3); compensatory wage or salary in excess of the scope laid down in this Code shall not be reimbursed.

CHAPTER II
OBSTACLES TO WORK
ON THE EMPLOYER SIDE

Section 207

Idle Time and Work Interruptions Due to Adverse Climatic Conditions

Where an employee cannot do his work:

- (a) due to a temporary breakdown of machinery or equipment which he has not caused or due to a problem with the supply of raw materials or power (energy) or due to some other operational causes, it is "idle time" (in Czech „prostož“) and if he was not transferred to

some other work, he is entitled to compensatory wage or salary in the minimum amount of 80% of his average earnings;

- (b) due to an interruption of work caused by adverse (unfavourable) climatic conditions or a natural disaster and if he was not been transferred to some other (alternative) work, he is entitled to compensatory wage or salary in the minimum amount of 60% of his average earnings.

Other Obstacles to Work on the Employer Side Section 208

Where an employee cannot perform work due to obstacles to work on the side of his employer other than those laid down in section 207, the employee shall be entitled to compensatory wage or salary in the amount of average earnings; this shall not apply if working hours account is used (sections 86 and 87).

Section 209

(1) Some other obstacle to work on the side of the employer [however excluding the employer pursuant to section 109(3)] consists in a situation in which the employer is unable to provide an employee with work within the scope of weekly working hours due to a temporary drop in sales of the employer's products or due to a drop in demand for services rendered by the employer ("partial unemployment", also referred to as "short-time working" or "temporary layoffs"; in Czech „částečná nezaměstnanost“).

(2) Where an agreement between the employer and the trade union organization regulates the level of compensatory wages to be provided in the instances pursuant to subsection (1), an individual employee must be paid compensatory wage at the minimum level of 60% of his average earnings; where no trade union organization operates at the employer's undertaking, such agreement may be substituted by internal regulations.

Section 210

The time spent on a business trip or on a journey outside the regular workplace in a manner other than by performing working tasks if such time falls within working hours is regarded as an obstacle on the side of the employer and in this case his employee's wage or salary is not reduced. However, if due to the system of remuneration, the employee thus lost (some part of) his wage or salary, his employer shall pay this employee compensatory wage or salary in the amount of his average earnings.

**PART TEN
LEAVE (WITH PAY)**

**CHAPTER I
FUNDAMENTAL PROVISIONS**

Section 211

The employee who performs work (job) in an employment relationship is entitled, under the conditions laid down in this Part, to:

- (a) annual leave (i.e. leave per annum) or its proportional part;
- (b) leave for the number of days on which work was done;
- (c) supplementary (additional) leave.

**CHAPTER II
ANNUAL LEAVE AND ITS PROPORTIONAL PART, LENGTH
OF LEAVE, LEAVE FOR THE NUMBER OF DAYS
ON WHICH WORK WAS DONE**

**Division 1
Annual Leave and its Proportional Part**

Section 212

(1) The 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 per such calendar year, or to its proportional part in the case that his employment did not last continuously for the entire calendar year. Every day on which the employee worked the major part of his shift is regarded as the day on which work was done; parts of one shift falling on two days are not regarded as two days on which work was done.

(2) The employee is entitled to proportional part of annual leave for every month of his employment with the same employer and this proportional part equals one twelfth of annual leave for every calendar month of employment.

(3) The employee is also entitled to proportional part of annual leave in the length of one twelfth for a calendar month in which he changed employment if on termination of employment with his hitherto employer, another employment with some other employer immediately follows; in this case the employee is entitled to be granted proportional part of annual leave by his new employer.

(4) Where an employee has been released long-term (has been provided with long-term time off) to discharge the duties of public office, the legal entity or natural person for whom he performs the duties of public office is obliged to grant him leave or its part; this legal entity or natural person shall also grant him such part of annual leave that was not taken before his

release. Where the employee has not taken annual leave before expiry of the release period, the employer having released him is obliged to grant him such leave. The fulfilment of the conditions for the entitlement to annual leave shall be considered in total for a period before and after the release of the employee.

Section 213

- (1) The (standard) length of annual leave (i.e. leave per annum) shall be four weeks.
- (2) The length of annual leave of employees employed by employers referred to in section 109(3) shall be five weeks.
- (3) Pedagogical employees (Note 47) and academic employees of universities (Note 72) shall have annual leave in the length of eight weeks.
- (4) As regards taking annual leave by the employee whose working hours are unevenly scheduled over individual weeks or the entire calendar year, he is entitled to take so many days of annual leave as is the number of working days per his time of leave, based on the annual average.
- (5) Where in the course of a calendar year a change in the distribution of an employee's working hours occurs, the employee is entitled to an annual leave in the ratio corresponding to the length of the relevant distribution of his working hours.
- (6) The Government may lay down in its Decree the conditions under which annual leave, expressed in calendar days, may be granted to railway employees with uneven distribution of working hours pursuant to section 100(1)(c).

Division 2

Leave for Days on which Work Was Done

Section 214

The employee, whose right to annual leave or its proportional part has not arisen because he has not been employed by one employer for at least 60 days in a calendar year, is entitled to leave for the days on which he carried out work (for one employer) in the length of one-twelfth of annual leave (i.e. leave entitlement per annum) for every 21 days on which he carried out work in the relevant calendar year. The provision of section 212(1)(second sentence) shall apply thereto.

CHAPTER III SUPPLEMENTARY LEAVE

Section 215

- (1) The employee who for an entire calendar year works for the same employer underground, extracting minerals or driving tunnels and galleries (tunnelling), or the employee who for an entire calendar year is engaged in particularly hard (difficult) work, shall be entitled to supplementary leave in the length of one week. If the employee works under the conditions

laid down in the first sentence for only a certain part of a calendar year, he shall be entitled to one-twelfth of supplementary leave for every 21 days (in total) of such work done. Supplementary leave shall be granted to the employee due to the fact that he is engaged in particularly hard (difficult) work (job) even when he is concurrently entitled to supplementary leave due to the fact that he works underground extracting minerals or driving tunnels and galleries.

(2) For the purposes of granting supplementary leave, “employees carrying out particularly hard (difficult) work” shall mean:

- (a)** employees who work at least half of standard weekly working hours for health care services providers or at their workplaces where they attend to patients suffering from a contagious form of tuberculosis;
 - (b)** employees who during their work at workplaces containing infectious materials are exposed to a direct risk of infection provided that they carry out this work for at least half of standard weekly working hours;
 - (c)** employees who are exposed to adverse effects of ionizing radiation at their work;
 - (d)** employees who attend to the mentally sick or afflicted for at least half of standard weekly working hours;
 - (e)** employees who work as wardens of youth in difficult conditions or who work as health care staff of the Czech Republic's Prison Service if they carry out such work for at least half of standard weekly working hours;
 - (f)** employees who work continuously for at least one year in tropical areas or in areas otherwise hazardous to health. An employee who has completed one year of continuous work in tropical areas or in areas otherwise hazardous to health is already entitled to supplementary leave for such year; an employee who has been working continuously in tropical areas or in areas otherwise hazardous to health for over one year shall be entitled to one twelfth of supplementary leave for every further 21 days of work done in such areas;
 - (g)** employees of the Czech Republic's Prison Service who for at least half of standard weekly working hours are in direct contact with the accused held in custody and/or with convicts sentenced to imprisonment;
 - (h)** employees who work as scuba divers in diving gear or employees who carry out caisson work in working chambers (under compressed air).
- (3)** The Ministry of Labour and Social Affairs shall lay down in its Decree tropical areas and areas otherwise hazardous to health.
- (4)** Only employees referred to in subsections (1), (2) and (3) shall be entitled to supplementary leave under the given conditions.

CHAPTER IV JOINT PROVISIONS ON LEAVE

Division 1 Common Provisions

Section 216

(1) “Continuous duration of an employment relationship” (or in short “continuous employment”; in Czech „nepřetržité trvání pracovního poměru“) shall also include a case where on the termination of an employee's employment contract with his hitherto employer, it is immediately followed by this employee's new employment contract with the same employer.

(2) For the purpose of leave, the time for which an employee did not work due to important personal obstacles shall not be considered as performance of work, unless an implementing Decree [section 199(2)] specifically provides that such time is to be regarded as performance of work. A period of taking maternity leave or a period of taking parental leave until the day until which a female employee is entitled to take her maternity leave, and a period of incapacity for work arisen due to an industrial injury, or an occupational disease arisen due to performance of working tasks or in direct connection therewith, shall be considered as performance of work for the purposes of leave.

(3) In establishing whether the conditions for the entitlement to leave are met, an employee who works for standard weekly working hours is considered as if he worked for five working days even if his working hours are not scheduled over all working days in a week; this shall also apply with regard to the purposes of leave reduction except unauthorized absence from work.

(4) Where proportional part of leave is less than one day, it shall be rounded to one half-day; this shall also apply to the computation of twelfths of leave.

Division 2 Leave Taking

Section 217

(1) The employer shall determine leave taking in a written schedule which is only released with a prior consent of the trade union organization and the works council and which is drawn up so that, as a rule, leave can be taken en bloc and by the end of the calendar year in which the entitlement thereto has arisen unless this Code provides further otherwise. In drawing up the schedule of leave taking, it is necessary to take into account the employer's operational conditions and individual employees' justified interests. If an employee is granted leave in two or more parts, at least one of them is to be no less than two weeks long, unless the employee and the employer have agreed that the employee will take leave of another length. At least 14 days in advance the employer shall inform the employee in writing of the time (period) determined for such employee's leave taking unless the employer and the employee agree on a shorter period of advance information.

(2) The employer may determine the time when his employee will take leave even if such employee has not yet satisfied the conditions for his leave entitlement provided that it can be assumed that the employee is going to meet these conditions by the end of the calendar year or by the end of his employment.

(3) The employer shall reimburse his employee for those costs having arisen to the employee without his fault because the employer has changed the time of such employee's leave taking or has recalled him from leave.

(4) The employer may not determine his employee's leave taking for the period when this employee takes part in military exercises or extraordinary military exercises, or when the employee is recognized as being temporarily incapable for work pursuant to another Act (Note 61), or when the female employee is on maternity or parental leave, or when the male employee is on parental leave. During a period when there are other obstacles to work on the side of the employee, the employer may determine this employee's leave within such period only at this employee's request.

(5) If a female employee asks her employer to schedule her leave taking so that it immediately follows the end of her maternity leave, or if a male employee asks his employer to schedule his leave taking so that it immediately follows the end of his parental leave (provided that such parental leave is within a period for which a female employee is entitled to take her maternity leave), the employer is obliged to comply with this request.

Section 218

(1) The employer shall determine leave taking pursuant to section 211 for an employee so that he can take his leave in the year in which the entitlement thereto has arisen unless this is prevented by obstacles to work on the side of the employee or by urgent operational reasons (grounds).

(2) Where leave cannot be taken pursuant to subsection (1), the employer shall schedule such leave so that it is taken latest by the end of the subsequent calendar year unless subsection (4) provides otherwise.

(3) Where leave taking is not determined latest until 30 June of the subsequent year, the right to determine his leave taking also pertains to the employee. The employee is obliged to notify the employer in writing at least 14 days in advance unless another time-limit for such notification has been agreed with the employer.

(4) Where leave cannot be taken even until the end of the subsequent calendar year because the employee has been recognized as temporarily unfit for work or due to taking maternity or parental leave, the employer shall determine such leave taking after the termination of the obstacle(s) to work.

Section 219

(1) If during his leave an employee starts to take part in military exercises or extraordinary military exercises or if he has been recognized as temporarily incapable for work or if he attends to a sick family member, his leave shall be interrupted; this shall not apply if, at the employee's request, the employer has determined such leave taking to the employee so that this employee could attend to a sick family member or to take part in military exercises. A female employee's leave shall also be interrupted (suspended) if she starts to take maternity or parental leave and a male employee's leave shall be interrupted when he starts to take parental leave.

(2) If, during an employee's leave, a public holiday falls on a day which would otherwise be his normal working day, this day shall not be included in this employee's leave taking. If the employer determines that an employee is to take compensatory time off in lieu of overtime work or work on a public holiday so that this compensatory time off would fall on a day (or days) within the employee's period of leave, the employer is to change this and determine that compensatory time off should be taken on some other day (or days).

Division 3 Collective Leave Taking

Section 220

Acting in agreement with the trade union organization and with consent of the works council the employer may determine collective leave taking where this is necessary due to operational reasons; collective leave taking may not last more than two weeks and in respect of artistic ensembles four weeks.

Division 4 Change of Employment

Section 221

(1) If in the course of one calendar year an employee changes his employment and before termination of his employment with his hitherto employer requests to take annual leave or its part, to which his entitlement has arisen while with the hitherto employer, only in his subsequent employment, his new employer may grant him such leave or its part although the employee's entitlement to it does not arise during employment with this employer provided that the hitherto employer agrees with the new (subsequent) employer on reimbursement of compensatory wage or salary for the said requested leave.

(2) "Change of employment" („změna zaměstnání“) pursuant to subsection (1) shall mean termination of an employee's employment with his hitherto employer which is immediately followed by the start of another employment with a new employer.

Division 5 Compensatory Wage or Salary for Leave (Leave with Pay)

Section 222

(1) An employee is entitled to compensatory wage or salary in the amount of his average earnings for the time when he takes his leave (leave with pay). As regards an employee referred to in section 213(4), such compensatory wage or salary may be granted in the amount of his average earnings corresponding to an average shift length.

(2) An employee is entitled to compensatory wage or salary for leave not taken only on termination of his employment relationship.

(3) Where the entitlement to compensatory wage or salary arises to an employee because he has not taken leave or its part, such compensatory wage or salary shall be due to him in the amount of his average earnings.

(4) An employee is obliged to refund compensatory wage or salary having been paid to him in lieu of leave or its part to which he has lost the right (entitlement) or to which his right has not arisen. The provision of subsection (1)(second sentence) shall apply thereto.

(5) Compensatory wage or salary may not be provided for supplementary leave which has not been taken; supplementary leave must always be taken before other types of leave.

Division 6 Leave Reduction

Section 223

(1) Where in a calendar year for which leave is to be granted to an employee who fulfilled the condition laid down in section 212(1) but who did not work due to obstacles to work which for the purposes of leave are not regarded as performance of work, the employer shall reduce this 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. Leave having been taken pursuant to section 217(5) before the start of parental leave may not, however, be reduced due to the reason that parental leave is subsequently taken.

(2) Where the employer reduces an employee's leave on the grounds of the employee's unauthorized absence from one shift (one working day), the leave may be reduced by one to three days; unauthorized absence consisting in shorter parts of individual shifts may be added together.

(3) Where leave is reduced pursuant to subsections (1) and (2), an employee whose employment with one and the same employer lasted for an entire calendar year must be granted leave for at least two weeks.

(4) Annual leave of an employee having been absent from work due to imprisonment under relevant judgment shall be reduced by one twelfth for every 21 days of his absence from work. Annual leave shall be reduced in the same way if an employee was held in custody (remand prison) and was subsequently convicted under a final judgment or released from charges or his criminal prosecution was discontinued only on the ground that the employee is not criminally liable for the committed criminal offence or due to the fact that he was granted pardon or his criminal offence became subject to amnesty.

(5) Leave for days of work done and supplementary leave may only be reduced for the reasons laid down in subsection (2).

(6) Annual leave to which an employee's entitlement has arisen in a calendar year may only be reduced due to reasons having arisen in such year.

**PART TEN
CARE OF EMPLOYEES**

**CHAPTER I
WORKING CONDITIONS OF EMPLOYEES**

Section 224

(1) Employers shall create working conditions that enable safe performance of work by employees and in compliance with other statutory provisions shall arrange workplace preventive health care for their employees.

(2) The employer may grant an employee a bonus in particular:

- (a) on the occasion of the employee's life or work jubilee or on the employee's first termination of employment when this employee is granted disability pension benefit or at the time when the employee's entitlement to old-age pension (retirement benefit) arises;
- (b) for assistance in connection with fire prevention or natural disasters, or for assistance in dealing with their aftermath, or for assistance in connection with other contingencies which may be hazardous to life, health and property.

Section 225

The employer who under other statutory provisions (Note 73) creates a cultural and social needs fund shall co-decide with the trade union organization on the allocation of money to this fund and withdrawal of money therefrom.

Section 226

The employer shall arrange that outer garments and personal effects which employees usually bring to work can be left safely at some place.

**CHAPTER II
PROFESSIONAL DEVELOPMENT OF EMPLOYEES**

Section 227

The employer shall take care of employees' professional (vocational) development. This shall include in particular:

- (a) induction training and on-the-job training;
- (b) professional practice for school graduates (internship);
- (c) improvement of qualification;
- (d) qualification upgrading.

Section 228

Induction Training and On-the-Job Training

(1) If an employee starts his employment (job) without any skills (qualifications), his employer shall arrange for this employee to take induction training or on-the-job training; the said training shall be considered as performance of work for which the employee is entitled to his wage or salary.

(2) The employer shall arrange induction training or on-the-job training for an employee who is transferred to a new workplace or to a new type of work due to reasons on the side of the employer provided that such induction training or on-the-job training is necessary.

Section 229

Professional Practice for School Graduates

(1) Employers shall arrange for graduates of secondary schools, conservatoires, higher vocational schools and universities (university-level schools) adequate professional practice for acquisition of practical experience and skills required for performance of work; professional practice shall be considered as performance of work for which an employee is entitled to wage or salary.

(2) For the purposes of subsection (1), “graduate” („absolvent“) shall mean an employee starting employment (a job) corresponding to his qualifications if a total period of his professional practice after the proper (successful) conclusion of studies did not reach two years; the said two-year period shall not include a period of maternity leave or parental leave.

Section 230

Improvement of Qualification

(1) “Improvement of qualification” („prohluování kvalifikace“) means ongoing updating of qualification by which the nature of an employee's qualification does not change and which enables him to carry out an agreed type of work (job); it also refers to qualification maintaining and refreshing.

(2) An employee is obliged to improve his qualification for performance of an agreed type of work. For the purpose of improvement of an employee's qualification, the employer may require from an employee to take part in a course of instructional training or studies, or in other forms of qualification improvement, or to require from an employee to take part in a training course or studies provided by a certain legal entity or natural person.

(3) An employee's attendance at an instructional training course or participation in studies for the purpose of improvement of his qualification shall be considered as performance of work for which the employee is entitled to his wage or salary.

(4) The employer shall bear the costs for improving qualifications of employees. Where an employee requests to take part in improvement of his qualification of a more financially demanding form, he may (be asked to) settle part of the costs. This shall apply without prejudice to the provision of subsection (3).

(5) This Code shall apply without prejudice to other statutory provisions (Note 110) regulating improvement of qualification.

Qualification Upgrading and Qualification Agreement Section 231

(1) "Qualification upgrading" („zvýšení kvalifikace“) shall mean a change in the level (value) of qualification; it shall also mean acquisition of qualification or an extension of qualification.

(2) Qualification upgrading shall be studies, training and other forms of education for the purpose of attaining higher-level education (qualification) provided that this conforms with the needs of the employer.

(3) This Code shall apply without prejudice to other statutory provisions (Note 110) regulating qualification upgrading.

Section 232

(1) Where greater or further rights have not been agreed or determined, an employee who upgrades his qualification is entitled to time off (relief from work) with compensatory wage or salary:

(a) within the necessary scope to attend lessons, courses of instruction or schooling (training);

(b) two working days to read and sit for every examination within a study (course) curriculum of the relevant university or higher vocational school;

(c) five working days to learn (read) and sit for a closing examination, school-leaving examination or certificate of (study) completion;

(d) 10 working days to write and defend a closing paper, bachelor's paper, thesis, dissertation or a paper at the close of studies within the framework of life-long educational programme organized by a university;

(e) 40 working days to read and sit for orals for the lower doctorate or doctorate in the field of medicine, veterinary medicine or hygiene.

(2) An employee is entitled to time off in the necessary scope to sit for an entry examination.

(3) As regards time off granted for sitting for an entry examination, resitting for a certain examination, attending a graduation or similar ceremony, an employee is not entitled to compensatory wage or salary.

Section 233

The employer is entitled to follow the course and results of his employee's qualification upgrading; the employer may stop granting a certain employee time off (relief from work) if:

(a) the employee has become long-term unfit to perform the type of work for which he is upgrading his qualification;

- (b) the employee, through no fault on the side of the employer, has not fulfilled substantial obligations relating to qualification upgrading without any serious reasons for a prolonged period.

Section 234

(1) Where the employer and the employee conclude a qualification agreement in connection with the employee's upgrading of his qualification, the agreement shall include the employer's commitment to enable this employee qualification upgrading and the employee's commitment to remain in employment with this employer for an agreed period, however for no longer than five years, or to reimburse the employer for the costs which were related to this employee's qualification upgrading and which were settled by the employer, and this shall apply even if the employee's employment relationship is terminated before he completes his qualification upgrading. As regards the employee's commitment to work for his employer for an agreed period, the said period shall start to run as of the employee's completion of his qualification upgrading.

(2) A qualification agreement may also be concluded in connection with improvement of qualification (section 230) if expected costs attain at least CZK 75,000; in such case the relevant employee may not be ordered to participate in improvement of his qualification.

(3) The qualification agreement must contain:

- (a) the type of qualification and the form of its upgrading or improvement;
- (b) the period for which the employee undertakes to remain in employment with the employer after completion of upgrading or improvement of the qualification;
- (c) the type of costs (expenses) and the maximum amount of costs which the employee is obliged to settle to the employer if he does not meet his commitment to remain in employment with the employer.

(4) The qualification agreement must be concluded in writing.

(5) The Government may increase the amount pursuant to subsection (2) by its Decree.

Section 235

(1) The period for which a certain employee is to remain in employment with his employer on the basis of their qualification agreement shall not include a period of parental leave within the scope of parental leave of a child's mother (section 196) and absence from work due to imprisonment or custody if the final judgment on the employee's conviction has been passed.

(2) Where an employee only partly fulfils his commitment to remain in employment with his employer (under the qualification agreement), the employee's obligation to reimburse the costs for upgrading or improving his qualification shall be proportionally reduced.

(3) The employee's obligation to settle the costs under the qualification agreement shall not arise if:

- (a) in the course of upgrading his qualification, the employer stopped to provide the employee with the funding agreed in the qualification agreement because the employee, through no fault of his own, became long-term unfit for performance of the type of work for which he was upgrading his qualification;
- (b) the employee's employment with his employer terminated by notice (of termination) given by the employer, unless it was notice of termination given due to breach of the employee's duty arising from statutory provisions and relating to the type of work carried out in fulfilling working tasks or in direct connection therewith or if the employment was terminated by an agreement due to some reason laid down in section 52(a) to (e);
- (c) under the relevant medical certificate (doctor's opinion) issued by the occupational medical services provider or under the ruling of the competent administrative authority (agency) having reviewed the medical certificate, the employee is unable to carry out the type of work for which he was upgrading his qualification, or if he lost long-term capability to perform his hitherto type of work due to an industrial injury, an occupational disease or due to threat of an occupational disease or if, under the ruling of the competent public health authority body, the exposure at the (employee's) workplace has attained the highest permissible level;
- (d) for at least six months in the preceding 12 months the employer did not make use of the qualification which the employee attained on the basis of the qualification agreement.

CHAPTER III

MEALS TAKEN BY EMPLOYEES

Section 236

- (1) The employer shall enable employees on all shifts to take meals (food); the employer does not have this duty towards those employees who are on business trips.
- (2) Where it has been agreed in the collective agreement or laid down in the internal regulations, the employer will provide meals to employees; the collective agreement or internal regulations may also include the conditions for the right (entitlement) to such meals and the amount of the employer's contribution to cover the costs of those meals, the detailed outline of a circle of employees entitled to take the said meals, organizational aspects of providing and taking meals, including the method of financing by the employer, provided that these aspects are not regulated for a certain category of employers by statutory provisions (Note 75). This shall apply without prejudice to statutory provisions on taxation.
- (3) Where it has been agreed in the collective agreement or laid down in the internal regulations, meals at advantageous prices (at a discount) may be provided to:
 - (a) the employer's former employees who worked with the employer until their retirement (due to old-age or disability);
 - (b) the employees taking their leave;
 - (c) the employees who are temporarily unfit to work due to ill-health.

CHAPTER IV SPECIAL WORKING CONDITIONS FOR SOME EMPLOYEES

Division 1 Employment of Persons with Disabilities (Disabled Persons)

Section 237

The duties of employers to employ disabled persons and to create the necessary working conditions for disabled persons are laid down in other statutory provisions (Note 76).

Division 2 Working Conditions for Women (Female Employees)

Section 238

(1) It is prohibited to employ female employees by those types of work which endanger their motherhood (maternity). The Ministry of Health shall lay down in its Decree types of work and workplaces prohibited to female employees who are pregnant, breastfeeding or who are mothers until the end of the ninth month after childbirth.

(2) It is prohibited to employ a pregnant female employee, a female employee who is breastfeeding and a female employee-mother until the end of the ninth month after childbirth by those types of work for which they are not fit under the relevant medical certificate.

Division 3 Working Conditions for Female Employees, Employees-Mothers, Employees Taking Care of a Child or Another Person

Section 239

(1) If a pregnant female employee performs the type of work which pregnant women are prohibited from doing or which, under a medical certificate, puts at hazard her pregnancy, the employer shall transfer her temporarily to alternative suitable work where she can attain the same earnings as in her hitherto type of work. If a pregnant female employee who works at night requests to be transferred to day work, the employer must comply with her request.

(2) The provision of subsection (1) shall similarly apply to a female employee-mother until the end of the ninth month after childbirth and to a female employee who is breastfeeding.

(3) If, through no fault of her own, a female employee attains lower earnings doing the type of work to which she has been transferred than in doing her previous work, she shall be provided with a differential (balancing) benefit under other statutory provisions (Note 77).

Section 240

(1) Pregnant employees, female employees and male employees taking care of children of up to the age of eight years may only be instructed to go on a business trip outside the municipality (locality) of their workplace or home address with their consent; the employer may only transfer them to another location (municipality) at their own request.

(2) The provision of subsection (1) shall similarly apply to a single female employee or a single male employee taking care of a child until the child reaches the age of 15 years, and further to an employee who proves that he or she, mostly on his or her own, takes long-term care of a person who, under another Act (Note 77a), is considered as a person being dependent on another individual's assistance and this dependency is classified by grade II (dependency of medium seriousness), grade III (serious dependency) or grade IV (full dependency).

Section 241

(1) In assigning employees to shifts, the employer shall also take into consideration the needs of female employees and male employees taking care of children.

(2) Where a female employee taking care of a child who is under 15 years of age or a pregnant female employee, or an employee who proves that he or she, mostly on his or her own, takes long-term care of a person who, under another Act (Note 77a), is considered as a person being dependent on another individual's assistance and such dependency is classified by grade II (dependency of medium seriousness), grade III (serious dependency) or grade IV (full dependency), and this employee requests to work only part-time or requests some other suitable adjustment to her or his weekly working hours, the employer is obliged to comply with such request unless this is prevented by serious operational reasons.

(3) It is prohibited to employ pregnant (female) employees on overtime work. Female employees and male employees taking care of a child who is younger than one year may not be ordered by their employer to work overtime.

Division 4 Breaks for Breastfeeding

Section 242

(1) In addition to usual work breaks, the employer shall grant a female employee who is breastfeeding her child special breaks for breastfeeding.

(2) A female employee who works standard weekly working hours is entitled to two half-hour breaks per shift for each child until the child reaches the age of one year, and to one half-hour break per shift in the subsequent three months. If a female employee works part-time (but at least half of standard weekly working hours), she is entitled to one half-hour break for each child until the child reaches the age of one year.

(3) Breaks for breastfeeding are included into working hours with the entitlement to compensatory wage or salary in the amount of average earnings.

Division 5
Working Conditions for Adolescent Employees

Section 243

Employers shall create favourable conditions for the general development of physical and mental (intellectual) abilities of adolescent employees also by a special adjustment of their working conditions.

Section 244

Employers may only employ adolescent employees on those types of work which are adequate to their physical and intellectual development and shall devote special care to their needs at work.

Section 245

(1) It is prohibited to employ adolescent employees on overtime work or at night. Adolescent employees who are over 16 years of age may exceptionally carry out night work not exceeding one hour where this is necessary for their vocational training and such night work shall be done under the supervision of an employee who is over 18 years of age if this supervision is necessary for the sake of the adolescent employee concerned. Night work of an adolescent employee must immediately follow his daytime work according to the schedule of working shifts.

(2) Where it is prohibited to assign an adolescent employee to the type of work for which the employee has vocational education due to the fact that performance of such work by adolescent employees is prohibited or due to the fact that under the relevant medical certificate issued by the occupational medical services provider such work is hazardous to the adolescent employee's health, the employer shall assign this employee to alternative suitable work, if possible corresponding to his qualification, until the time when the employee can perform the type of work for which he has qualification.

Section 246

(1) It is prohibited to employ adolescent employees underground on the extraction of minerals or drilling tunnels or galleries.

(2) It is prohibited to employ adolescent employees on those types of work which are inadequate, hazardous or harmful to their health with a view to anatomical, physiological and psychic attributes of persons of this age. The Ministry of Health, acting in agreement with the Ministry of Industry and Trade and the Ministry of Education, Youth and Physical Education, shall lay down in a Decree those types of work and workplaces which are prohibited for adolescent employees and the conditions under which adolescent employees may exceptionally perform such types of work for the purposes of their vocational training.

(3) It is prohibited to employ adolescent employees on those types of work which expose them to an increased risk of injury or on the performance of which they could seriously put at risk the safety and health of fellow employees or other natural persons.

(4) The prohibition of carrying out certain types of work may also be extended by a Decree pursuant to subsection (2) to employees whose age is below 21 years.

(5) The employer shall keep a list of adolescent employees employed by him; the list shall include the full name, date of birth and the type of work performed by each adolescent employee.

Section 247

(1) The employer shall ensure that, at his cost, adolescent employees are examined by a medical doctor of the occupational medical services provider:

(a) before commencement of their employment and before their transfer to another type of work;

(b) regularly, as needed, but at least once a year.

(2) Adolescent employees are obliged to undergo the prescribed medical examinations (check-ups).

(3) In assigning working tasks to adolescent employees, the employer shall follow the relevant medical certificate issued by the occupational medical services provider.

**PART ELEVEN
COMPENSATION FOR DAMAGE
(DAMAGES)**

**CHAPTER I
PREVENTION OF DAMAGE**

Section 248

(1) The employer shall create such working conditions for employees so that they can duly perform their working tasks without hazards to health and property; where the employer ascertains defects, he shall take remedial measures for their removal.

(2) For the purpose of property protection, the employer is entitled to carry out checks, within the necessary scope, on things which employees bring to and take away from the premises, or body search of employees. In carrying out a check or body search pursuant to the first sentence, the protection of personal rights must be observed. A body search may only be carried out by a natural person of the same sex.

Section 249

(1) An employee shall act in such a way as to prevent harm to health and damage to property and unjust enrichment. Where there is a risk of damage, he shall bring it to the attention of a superior employee.

(2) If there is some impending damage to the employer's property that requires taking immediate steps, the employee is obliged to take them; the employee is not obliged to take such steps if he is prevented from so doing by an important circumstance or if this could expose him or other employees, or his close persons, to some serious danger (hazard).

(3) Where an employee ascertains that the working conditions are not as required, he shall communicate this fact to his superior.

**CHAPTER II
LIABILITY FOR DAMAGE**

**Division 1
General Liability**

Section 250

(1) An employee shall be liable to his employer for damage by breach of obligations (duties) through his own fault when performing working tasks or in direct connection therewith.

(2) Where damage is also caused by breach of obligations on the side of the employer, liability of the employee shall be proportionally reduced.

3) The employer shall have to prove that the employee was at fault, with the exception of cases set out in sections 252 and 255.

Division 2
**Liability for Non-Performance of the Obligation
to Avert Damage**

Section 251

(1) The employer may require from an employee, who knowingly failed to warn his superior of some imminent damage to the employer's property or failed to take steps against some other imminent damage where this warning would have prevented the immediate occurrence of damage, to settle part of the damage caused to the employer, taking thereby regard to the circumstances of the case provided that such damage cannot be compensated otherwise.

(2) The employee shall not be liable for damage caused by him when he averted either damage impending the employer's property or some hazard (danger) directly impending life or health provided that he did not bring this situation intentionally about and provided that he proceeded in a way adequate to the circumstances.

Division 3
**Liability for a Shortfall in Things of Value Entrusted to an Employee and
Liability for Lost Things**

Subdivision 1
Liability for a Shortfall in Things of Value Entrusted to an Employee

Section 252

(1) Where a liability agreement („dohoda o odpovědnosti“) has been concluded with a certain employee and, under this agreement, the employee is liable for the protection of things of value which have been entrusted to him and are subject to accounting (where these things of value include cash, stamps, goods, materials in stock and other items being the subject of turnover or circulation) and which the employee may handle for the entire period while he is accountable for them, he shall be liable for any shortfall in such things if the shortfall occurs.

(2) The liability agreement (material responsibility agreement) may first be concluded with a natural person (an individual) when he or she is 18 years old.

(3) Where legal competence of an employee has been limited or where he has been deprived thereof, his representative may not conclude a liability agreement on the employee's behalf.

(4) A liability agreement must be concluded in writing.

(5) The employee shall be fully or partly relieved from his liability if he proves that a certain shortfall has arisen, fully or partly, without his fault and that in particular due to negligence on the part of the employer he was not able to handle properly the things of value having been entrusted to him.

Section 253

(1) The employee who has concluded a liability agreement may withdraw from it if he performs some other work or if he is transferred to alternative work or to another workplace or to another place (locality) or if his employer within 15 calendar days of receipt of the employee's written warning fails to remedy defects in the working conditions which prevent the employee from proper management of things entrusted to him. Where there is joint liability, the employee may also withdraw from his liability agreement if another employee is assigned to the workplace or another managerial employee, or his deputy, is appointed. The withdrawal pursuant to the first sentence must be made in writing.

(2) A liability agreement shall expire on the date when the employee's employment relationship terminates or on the date when the employee's withdrawal from the agreement is served on the employer, unless the notification of withdrawal states a later day.

Section 254

(1) The employer shall carry out stocktaking (inventory-taking) upon conclusion of a liability agreement, on its termination, on performance of some other work (by the employee concerned), on transfer of this employee to some alternative work or to another workplace, or on transfer of such employee to another locality or on termination of employment relationship.

(2) The employer shall arrange for stocktaking to be carried out at workplaces where joint liability is to be applied on conclusion of joint liability agreements with all employees (to be jointly liable), or on termination of all such agreements, on performance of some other (alternative) work, on transfer to some alternative work or to another workplace or on transfer of all the jointly liable employees to another locality (municipality) or on a change in the person of manager or deputy manager in charge or at the request of any of the employees (being jointly liable) due to a change in their team, or on one employee's withdrawal from the liability agreement.

(3) The employee who bears joint liability and whose employment relationship terminates or who is starting to perform some other work or is transferred to some alternative work or to another workplace or to another locality, and who does not concurrently ask for stocktaking to be made, shall be jointly liable for any shortfall that is ascertained by the next stocktaking at this workplace. The employee who is starting to work at a workplace where employees bear joint liability and who does not ask for stocktaking to be made at the start of his work at such workplace shall be jointly liable for any shortfall ascertained by the next stocktaking provided that he does not withdraw from the liability agreement.

Subdivision 2

Liability for Loss of Things Entrusted to an Employee

Section 255

(1) The employee shall be liable for a loss of tools, personal protective aids and other similar things which the employer has entrusted to this employee against a written confirmation (receipt).

(2) A thing pursuant to subsection (1) where its price exceeds CZK 50,000 may be entrusted to an employee only on the basis of a liability agreement concerning a loss of entrusted things.

(3) A liability agreement concerning a loss of things entrusted to a certain employee may be concluded earliest on the date when the individual (natural person) attains the age of 18 years.

(4) Where an employee's legal capacity has been limited, or where he has been deprived of legal capacity, a representative may not conclude on his behalf a liability agreement concerning a loss of entrusted things.

(5) A liability agreement concerning a loss of entrusted things must be concluded in writing.

(6) The employee shall be relieved from his liability, fully or partly, for things having been entrusted to him if he proves that such a loss has arisen, fully or partly, without his fault.

(7) The Government may increase in its Decree the amount pursuant to subsection (2).

Section 256

(1) An employee who has concluded a liability agreement concerning a loss of entrusted things may withdraw from the agreement where the employer has not created preconditions for the protection of such entrusted things against their loss. The withdrawal pursuant to the first sentence must be made in writing.

(2) The liability agreement concerning a loss of entrusted things shall also expire on the date of termination of the employment relationship or on the date when the employee's notice of withdrawal from the agreement has been served on the employer unless the notice of withdrawal indicates a later date.

Division 4 Scope of Damages

Section 257

(1) The employee who is liable for damage pursuant to section 250 shall compensate the employer for the actual damage in money unless he compensates the damage by restoration (reinstatement).

(2) The amount of damages (i.e. compensation for damage) to be paid by an individual employee, if such damage is a result of his negligence, may not exceed an amount equal to four-and-half times his average monthly earnings before the breach of his obligation having resulted in the damage. This limit shall not apply if the damage was caused intentionally or when the employee was drunk or after abuse of other addictive substances.

(3) In the case of intentional damage, the employer may require from the employee (having caused it), in addition to the amount pursuant to subsection (2), also compensation for a loss of profit (lost profit).

(4) Where damage has also been caused by the employer, the employee shall only pay a proportional part of damages with regard to the degree of his fault.

(5) Where two or more employees are liable for some damage, each of them shall pay a proportional share of the damages with regard to the degree of their fault.

Section 258

In determining the amount of damages pursuant to section 251, the circumstances which hindered performance of the obligation and the significance of such damage for the employer shall be taken into account. The amount of damages may not exceed the amount equal to a triple of monthly average earnings of the employee.

Section 259

The employee who is liable for a shortfall in entrusted things or for a loss of entrusted things shall compensate the said shortfall or loss in full amount.

Section 260

(1) In case of joint liability for a shortfall, individual employees' share of the damages (compensation) shall be determined in the ratio of their gross earnings, with the earnings of their manager and deputy manager being counted in double amount.

(2) A share of damages (compensation) determined pursuant to subsection (1) on the side of individual employees, with the exception of their manager and deputy manager, may not exceed the average monthly earnings before the occurrence of the damage. Where the full damage is not covered by thus determined ratios, the remainder shall be paid by the competent manager and his deputy in proportion to their gross earnings.

(3) Where it is ascertained that a shortfall or part thereof has been caused by one of the employees bearing joint liability, this employee shall settle the shortfall with regard to the degree of his fault. The remaining portion of the shortfall shall be settled by all jointly liable employees and their shares shall be determined in accordance with subsections (1) and (2).

(4) In determining a share of damages (compensation) payable by individual employees jointly liable for a certain shortfall, their gross earnings accounted for from the previous stocktaking until the date of ascertaining such shortfall shall be taken into consideration. For the purposes of this calculation, earnings for the entire calendar month in which the last stocktaking was made shall be taken into account, disregarding the earnings for the calendar month when a certain shortfall was established. If, however, an employee started to work in the workplace where a shortfall was ascertained, his gross earnings shall be calculated only as of the date when he started to work at the said workplace until the date of ascertaining the shortfall. Such gross earnings shall not include compensatory wage or salary.

Division 5

Common Provisions on an Employee's Liability for Damage

Section 261

(1) An employee who suffers from mental disorder shall only be liable for damage caused by him if he is able to control his conduct and consider the consequences of his conduct.

(2) An employee who through his own fault brings himself to such a condition that he is not able to control his conduct or its consequences shall be liable for the damage caused by him in such condition.

(3) An employee who intentionally causes damage by his conduct contra bonos mores (against good morals) shall also be liable for such damage.

Section 262

The amount of damages which are required shall be determined by the employer; where damage was caused by a managerial employee who is the employer's statutory body (i.e. who acts on behalf and in the name of the employer) or by his deputy (either alone or together with a subordinate employee), the amount of damages shall be determined by the person having appointed this managerial employee, or his deputy, to his position (office).

Section 263

(1) The employer shall discuss the amount of damages that are required with the employee and, as a rule, notify him of the amount in writing within one month of the date when it was ascertained that some damage occurred and that the employee was liable for it.

(2) If the employee recognizes his commitment to settle the damages required from him by the employer and concludes an agreement on the method of settlement of such damages with the employer, the agreement shall state the amount of damages required from the employee. The agreement pursuant to the first sentence must be concluded in writing.

(3) The amount of damages required by the employer (from a certain employee) and the terms of the agreement on their settlement (compensation) shall be consulted by the employer with the trade union organization unless it concerns damages not exceeding CZK 1,000.

Section 264

The court may proportionally reduce certain damages due to specific causes.

CHAPTER III AN EMPLOYER'S LIABILITY FOR DAMAGE

Division 1 General Liability

Section 265

(1) The employer shall be liable to his employee for damage (harm) sustained by the employee in performance of working tasks or in direct connection therewith by the employer's breach of statutory duties (obligations) or intentional conduct against good morals (contra bonos mores).

(2) The employer shall also be liable to his employee for damage (harm) having been caused to this employee by other employees who breached their statutory obligations in performance of working tasks in the name and on behalf of the employer.

(3) The employer shall not be liable to his employee for damage to the employee's means of transport which the employee used in performance of working tasks or in direct connection therewith without the employer's consent. The employer shall similarly not be liable for damage to his employee's tools, equipment and other things needed for performance of work if the employee used them without the employer's consent.

Division 2

Liability in Connection with Averting Damage

Section 266

(1) The employer shall be liable for material damage suffered by his employee in averting damage imminent to the employer's property or danger (peril) impending life or health provided that the employee did not wilfully bring about the danger himself and provided that he acted in a reasonable way with regard to the circumstances. The provision of the first sentence shall also apply to purposefully incurred expenses.

(2) The right to compensation for damage (damages) pursuant to subsection (1) shall also pertain to an employee who averted some danger to life or health where the employer would have been liable for the damage caused.

Division 3

Liability for Damage to Employees' Things

Section 267

(1) The employer shall be liable to his employee for damage to things which the employee commonly wears or brings to work and which the employee has left within the employer's premises in a place designated for this purpose or in a place where such things are usually left during the time of performance of working tasks or during the time in direct connection therewith.

(2) The entitlement to compensation for damage (damages) shall expire if the employee concerned does not communicate the damage to his employer without undue delay, at the latest within 15 days of the date he learns of the damage.

Division 4

Scope of Damages

Section 268

(1) The employer shall compensate an employee for actual damage. Where it concerns damage caused wilfully, the employee may also demand compensation for some other damage (harm).

(2) As regards things which are not commonly taken to work and which have not been passed over to the employer for safekeeping, the employer shall only bear liability for such things up to CZK 10,000. However, if it is ascertained that the damage to the said things was caused by another employee or if damage occurred to a thing taken over by the employer for safekeeping (special custody), the employer shall compensate the said damage in full amount.

(3) The right to damages pursuant to subsection (2) shall expire if occurrence of such damage is not communicated by the employee to the employer without undue delay, however latest within 15 days of the date when the employee learns thereof.

(4) The Government may increase by its Decree the amount laid down in subsection (2).

Division 5 Joint Provisions on Liability for Damage on the Side of Employers

Section 269

The employer shall compensate the employee for damage in money (cash) if the damage cannot be made good by restoring the thing to its previous condition.

Section 270

Where the employer proves that damage was also caused by the employee who suffered damage, the employer's liability shall be proportionally reduced.

Section 271

The employer who compensates an aggrieved party (person) for damage that the aggrieved party suffered shall be entitled to claim damages from the person who, under the Civil Code, is liable for such damage; the damages shall be claimed within the scope of the liability towards the aggrieved party (person) unless otherwise agreed in advance.

CHAPTER IV COMMON PROVISIONS ON LIABILITY FOR DAMAGE

Section 272

In determining the amount of damage to a certain thing, the price of the thing at the time of its damage or loss shall be decisive.

Section 273

(1) "Performance of working tasks" means performance of working duties arising from employment ("employment relationship") and from agreements on work performed outside an employment relationship, other activity carried out under the employer's instruction and activity which is the subject-matter of a certain business trip.

(2) Performance of working tasks is also activity carried out for the employer at the initiative of the trade union organization, works council or the representative responsible for occupational safety and health protection or at the initiative of other employees or at an employee's own initiative provided that the employee does need any authorization for carrying out such work and provided that he does not perform it contrary to the employer's explicit prohibition, and further voluntary assistance organized by the employer.

Section 274

(1) The following acts (activity) shall be considered to be in direct connection with performance of working tasks: acts required for performance of work, acts customary in the course of work, acts necessary before the start of work or after its termination, acts which are common during breaks for meals and rest and take place at the employer's site, and further medical check-ups (examinations) at a health care services provider if these check-ups are carried out on the employer's instruction or in connection with night work, first aid medical treatment and a journey to and from the relevant health care services provider. However, a journey to and from work, taking meals, other check-ups and medical treatment at a health care services provider and journeys there and back (unless these are within the employer's site) shall not be regarded as acts which are in direct connection with performance of working tasks.

(2) Training of employees organized by their employer or trade union organization, or by their employer's superior body, aimed at improving the employees' professional skills (qualifications), shall also be considered as activity being in direct connection with performance of working tasks.

CHAPTER V FINANCIAL SECURITY WITH REGARD TO INDUSTRIAL INJURIES OR OCCUPATIONAL DISEASES

Section 275

Financial security of an employee in case of harm to his health by an industrial injury or occupational (industrial) disease is regulated by other statutory provisions unless otherwise provided in this Code (section 365 et seq).

PART TWELVE
AN EMPLOYEE INFORMATION AND CONSULTATION
PROCEDURE, COMPETENCE OF A TRADE UNION
ORGANIZATION, A WORKS COUNCIL AND
A REPRESENTATIVE FOR OCCUPATIONAL SAFETY
AND HEALTH PROTECTION

CHAPTER I
FUNDAMENTAL PROVISIONS

Section 276

(1) Employees in a basic labour relationship pursuant to section 3 have the right to information and consultation, i.e. to be informed and consulted. The employer shall inform employees and consult them directly unless a trade union organization, a works council (i.e. employee council, also referred to as employees' council) or one or more representatives for occupational safety and health protection (referred to collectively as “employee representatives” or “employees' representatives”; in Czech „zástupci zaměstnanců“) operate at the employer's undertaking. Where there are more employee representatives at the employer's undertaking, it is required that the employer fulfills obligations (duties) pursuant to this Code in relation to all employee representatives unless another manner of collaboration is agreed within the employee representatives and between the employee representatives and the employer. An employee information and consultation procedure shall be implemented at the level corresponding to the subject-matter of consultation and with regard to competence and scope of powers of the employee representatives and the management level.

(2) Employee representatives, when carrying out their functions, may not be placed at a disadvantage or an advantage with regard to their rights, or discriminated against.

(3) “Confidential information” (or “information provided in confidence”; in Czech „důvěrná informace“) means such information the provision of which may put at risk or harm activities of the employer or breach legitimate interests of the employer or employees. Confidential information shall not include information that the employer must provide, consult or publicize pursuant to this Code or some other statutory provisions. The employer is not obliged to provide or consult the information on facts protected pursuant to other statutory provisions (Note 78). Members of the trade union organization, works council or representatives for occupational safety and health protection are obliged to maintain confidentiality regarding any information provided to them as confidential (in confidence). This obligation shall apply even after termination of their office (function).

(4) The provisions of subsection (3) shall further apply to experts invited by employee representatives to assist them.

(5) Where the employer requires that confidentiality regarding the information provided in confidence be maintained, the employee representatives may demand from the court to decide that such information was specified as confidential without an adequate reason. Where the employer fails to provide certain information, the employee representatives may demand from the court to decide that the employer has to provide the information in question.

(6) The employee representatives shall communicate to employees at all workplaces in an appropriate manner the results of their activities and the content and conclusions of both the information from, and consultation with, the employer.

(7) The employer shall enable employees to hold an election of their employee representatives. The election shall be held during working hours. Where necessary, due to operational conditions at the employer's undertaking, the election may be held outside the workplace.

(8) For the purposes of proceedings pursuant to subsection (5) and for the purposes of demanding performance of obligations (duties) pursuant to Part Twelve, the works council has the capacity to be a party to civil judicial proceedings. The works council shall be represented at such proceedings either by its chairman or by its member authorized thereto.

(9) The employer shall discuss with an employee his complaint concerning performance of rights and obligations (duties) arising from labour relations or, where so requested by the employee, with the trade union organization or the works council or the representative for occupational safety and health protection.

Section 277

The employer shall create, at own cost, conditions for proper performance of activities by employee representatives, in particular by providing them, within operational possibilities and within appropriate scope, with rooms (furnished and equipped as necessary) and by bearing the cost relating to their maintenance and technical operations and also by covering the cost of necessary documents.

CHAPTER II INFORMATION AND CONSULTATION

Section 278

(1) In order to ensure the right to information and consultation, employees of an employer may elect a works council or a representative, or representatives, for occupational safety and health protection pursuant to section 281.

(2) "Information" (or "informing", in Czech „informování“) means the transmission of necessary data from which the state (condition) of the communicated fact can be explicitly ascertained and, if relevant, on the basis of which an opinion can be formulated. The undertaking (i.e. the employer) shall provide this information sufficiently in advance and in a suitable manner so that employees could consider the fact, prepare themselves to consult it and express their opinion before a certain measure is implemented.

(3) "Consultation" (or "consulting"; in Czech „projednání“) means a negotiation between the employer and the employees, exchange of opinions and explanations with the aim to reach an agreement. The employer shall ensure for a consultation to take place sufficiently in advance and in an appropriate manner so that the employees can express their opinions on the basis of the data supplied to them and the employer can take these opinions into account before a certain measure is implemented. In a consultation the employees are entitled to receive a reasoned response to their opinion (standpoint).

(4) Before a certain measure is implemented, the employees are entitled to demand sufficient data and explanations. The employees shall also have the right to demand a personal negotiation with the employer at an appropriate management level, depending on the nature of the matter. The employer, employees and employee representatives shall collaborate one with another and proceed in accordance with their justified interests.

Section 279 Information

(1) The employer shall inform employees on:

- (a)** the economic and financial situation of the undertaking and its probable development;
- (b)** activities of the undertaking, probable development, environmental impact and ecological measures taken by the employer;
- (c)** the legal status of the undertaking and any changes in such status, internal organizational structure and the person authorized to act in the name on behalf of the employer (undertaking) in labour relations, the prevailing activity of the undertaking with the relevant code according to the Economic Activities Classification (Note 111) and changes in the objects of business activity;
- (d)** fundamental issues of working conditions and their changes;
- (e)** matters within the scope laid down in section 280;
- (f)** measures by which the employer secures equal treatment of male and female employees and prevention of discrimination;
- (g)** an offer of vacancies for an indefinite period (open-end employment) which would be suitable for employees currently employed by the employer for a fixed term;
- (h)** occupational safety and health protection in the scope laid down in sections 101 to 106(1) and 108 and in another Act (Note 37);
- (i)** the issues in the scope laid down either by an agreement on setting up a European Works Council or on the basis of some other agreed procedure for supranational information and consultation of employees or in the scope pursuant to section 297(5).

(2) The obligations pursuant to subsection (1)(a) and (b) shall not apply to employers employing less than 10 employees.

(3) The user (section 307a) shall also inform temporarily assigned employees (of an employment agency) of the offer of vacancies.

Section 280 Consultation

(1) The employer shall consult employees on:

- (a) probable economic development of the undertaking;
 - (b) probable structural changes within the undertaking, rationalization or organizational measures, any measures affecting employment, in particular measures in connection with collective redundancies pursuant to section 62;
 - (c) the latest number and structure of employees, probable employment development in the undertaking, fundamental issues of working conditions and their changes;
 - (d) transfer(s) pursuant to sections 338 to 342;
 - (e) occupational safety and health protection within the scope laid down in sections 101 to 106(1) and 108 and in another Act (Note 37);
 - (f) the issues in the scope determined either by an agreement on setting up a European Works Council or on the basis of some other supranational information and consultation procedure or in the scope pursuant to section 294.
- (2) The obligations laid down in subsection (1)(a) to (c) shall not apply to an employer employing less than 10 employees.

CHAPTER III

WORKS COUNCIL AND REPRESENTATIVES FOR OCCUPATIONAL SAFETY AND HEALTH PROTECTION

Section 281

(1) A work council and a representative for occupational safety and health protection can be elected at an undertaking. Such works council shall have a minimum of three members and a maximum of 15 members. The number of members must always be odd. A total number of representatives for occupational safety and health protection shall depend on the number of employees at the undertaking and a risk factor of the types of work performed; one representative may be appointed per no more than 10 employees. The number of a certain works council and representatives for occupational safety and health protection shall be determined by the employer after consulting the election committee, established pursuant to section 283(2).

(2) A term of office of a works council and a representative for occupational safety and health protection shall be three years.

(3) For the purposes of electing representatives for occupational safety and health protection, the number of employees employed by the undertaking (in an employment relationship) at the date of making a written proposal to hold the election shall be decisive.

(4) The works council shall elect a chairman (chairperson) from among its members at the first meeting and shall inform both the undertaking (i.e. employer) and employees of his name.

(5) Where on transfer of rights and obligations concerning labour relations from one employer (transferor) to another employer (transferee) there are employee representatives at both undertakings, the employer's duties (obligations) towards the employee representatives pursuant to section 279 and 280 shall be fulfilled by the transferee unless the representatives and the transferee agree otherwise. The employee representatives shall perform their functions (office) until the date when their term of office expires. Where before the expiry of the term of office the number of members in one of the works council drops below three, its function shall be taken over by the other works council.

Section 282

(1) A works council and office (function) of a representative for occupational safety and health protection shall terminate on expiry of their term of office (election period) unless this Code provides otherwise.

(2) A works council shall also terminate when the number of its members drops below three.

(3) In the cases referred to in subsection (1) the works council or the representative for occupational safety and health protection shall pass all documents relating to discharge of office without undue delay to the employer who shall keep them for a period of five years after termination of office by the representative for occupational safety and health protection.

(4) Membership of a works council or office of a representative for occupational safety and health protection shall terminate on the date:

(a) of resignation (i.e. on the day of giving up one's office);

(b) of termination of employment with the employer;

(c) of suspension (removal) from such office.

Section 283

(1) An election shall be announced by the employer on the basis of a written proposal signed by at least one-third of the employees who are in an employment relationship with the employer, within three months of delivery (service) of the proposal.

(2) The election shall be organized by an election committee, composed of no less than three and no more than nine of the employer's employees. The number of members of the election committee shall be determined by the employer, taking into account the number of employees and the internal organizational structure. The members of the election committee shall be employees in the order in which they signed the written proposal for the election of a works council. The employer shall inform the employees of the composition of the election committee. The employer shall provide the election committee with the necessary information and documents for the purpose of holding the election, in particular a list of all employees in an employment relationship.

(3) The election committee:

- (a) acting in agreement with the employer, shall determine and announce the election date at least one month before the election and the final date by which nominations can be made (i.e. by which candidates can be proposed);
 - (b) shall draw up and publicize the rules for such election;
 - (c) shall compile a list of candidates (nominees) based on the nominations made by the employees who are in an employment relationship with the undertaking;
 - (d) shall make known the list of candidates well in advance of holding the election;
 - (e) shall organize and oversee the election;
 - (f) shall decide on complaints regarding errors and irregularities in the list of candidates;
 - (g) shall count the votes and draw up a written report on the election results in two copies; one copy shall be handed to the elected works council, or the elected representative for occupational safety and health protection, one copy shall be given to the employer;
 - (h) shall inform the employer and all the employees of the election results.
- (4) The election shall be by equal and direct secret ballot. Voting may only be done in person. The election shall be valid if at least one half of the employees, out of those who could participate in the voting, take part in the election (disregarding those employees who could not participate in the voting due to some obstacle at work or due to a business trip). Each voter may vote at the utmost for so many candidates as is the number of seats on the works council; each voter may cast only one vote for one candidate. If a voter does not comply with these rules, his voting shall be null and void.
- (5) All the employees employed by the employer (i.e. in an employment relationship) shall be eligible to vote and be elected.

Section 284

- (1) Every employee employed by the employer (in an employment relationship with the employer) may nominate candidates. Such nominations must be presented to the election committee in writing, accompanied by the nominee's written consent to the nomination, latest by the date determined by the election committee.
- (2) The election shall not take place if by the final date determined for the acceptance of nominations, the election committee has not received:
- (a) at least three nominations for the works council;
 - (b) at least one nomination for the representative for occupational safety and health protection.
- (3) Those candidates who obtain the highest number of valid votes are elected as members of the works council or as representatives for occupational safety and health protection, the number of such members of the said representatives having been determined beforehand.

The candidates placed lower (i.e. with fewer votes) shall become substitutes for these functions; they shall become members of the works council or representatives for occupational safety and health protection when there is a vacancy succeeding to such function (office) in the order of the number of votes obtained in the election. If there are two or more candidates having obtained an equal number of votes, the election committee shall determine the successful substitute by drawing lots.

(4) A written report on the election results shall be kept by the employer for a period of five years after such election.

(5) The provisions of subsections (1) to (4) and section 283 shall apply as appropriate to the suspension (removal) of a member of the works council or the representative for occupational safety and health protection.

Section 285

(1) Every employee employed by the employer (i.e. every employee in an employment relationship) and the employer may submit to the election committee a written complaint concerning errors and irregularities in the list of candidates (nominees) and propose a correction, however latest three days before the scheduled election date. The election committee shall decide on the complaint and notify the complainant in writing of its decision latest on the day which precedes the election date. The decision of the election committee is final and is exempt from judicial review.

(2) Every employee employed by the employer (i.e. every employee in an employment relationship) and the employer may file a petition with the court for the nullification of the election results, seeking thus the judicial protection pursuant to another Act (Note 79) if there is a reason to believe that the law was breached and such breach might have substantially affected the election results. This written petition must be filed within eight days of the announcement of the election results.

(3) Where the court rules that the election results are null and void, there shall be a repeat election within three months of the date when the court ruling takes legal force. Members of the election committee for such repeat election shall be employees pursuant to section 283(2), excluding those employees who were members of the (previous) election committee or candidates.

CHAPTER IV COMPETENCE OF TRADE UNION ORGANIZATIONS

Section 286

(1) Trade union organizations are authorized to act in labour relations, including collective bargaining, under this Code, under the conditions laid down by law or agreed in a collective agreement.

(2) A body specified by the statutes of the trade union organization shall act on its behalf (Note 112).

(3) A trade union organization that is at the an undertaking may only act if it is authorized thereto in the statutes and if at least three members of such trade union organization are in an employment relationship to the employer (i.e. such undertaking); only under these conditions the trade union organization or its branch that is authorized to act on behalf and in the name of the trade union organization may negotiate and conclude collective agreements.

(4) The rights of a trade union organization at an undertaking only commence on the day following the date when the trade union organization notified the employer that it fulfilled the conditions pursuant to subsection (3); where the trade union organization ceases to meet these conditions it must notify the employer thereof without undue delay.

(5) Where two or more trade union organizations exercise their activities within one undertaking in those cases which concern all the employees or a large number of employees and in which this Code or other statutory provisions require information, consultation, the expression of consent by, or agreement with, the (competent) trade union organization, the employer shall fulfil the duties in relation to all the trade union organizations (exercising their activities within the undertaking) unless the parties determine some other information and consultation procedure or another manner of expression of consent.

(6) Where two or more trade union organizations exercise their activities within one undertaking, such trade union organization, of which a certain employee is a member, shall act on his behalf in labour (industrial) relations. As regards an employee who is not a member of any trade union organization, the trade union organization with the largest number of members who are employed by (i.e. are in an employment relationship with) the employer shall act on behalf of this employee in labour relations unless otherwise determined by the employee.

Section 287

(1) The employer shall inform the trade union organization of:

- (a)** development in wages or salaries, the average wage or salary and its individual constituents (elements), including breakdown according to individual occupational categories unless otherwise agreed;
- (b)** the matters laid down in section 279.

(2) The employer shall consult the trade union organization on:

- (a)** the employer's economic situation;
- (b)** workload and work pace (section 300);
- (c)** changes in work organization;
- (d)** the system of remuneration and appraisal of employees;
- (e)** the system of employee training and professional/vocational training (education);

- (f) the measures to create conditions for the employment of persons, in particular adolescents, persons taking care of a child under 15 years of age, and disabled persons, and including substantial issues relating to the care of employees, measures aimed at improving occupational hygiene and the working environment, and measures concerning social, cultural and physical training needs of employees;
- (g) other measures which relate to a larger number of employees;
- (h) matters laid down in section 280.

CHAPTER V

ACCESS TO SUPRANATIONAL INFORMATION*

Section 288

(1) For the purposes of this Code, “supranational information and consultation” („nadnárodní informace a projednání“) means information and consultation concerning one undertaking or a group of undertakings operating within the territory of the Member States of the European Union (EU) and the European Economic Area (EEA) (referred to individually as “Member State”) taken as a whole, or at least two undertakings or two establishments of an undertaking, or a group of undertakings, that are located in two Member States. When considering whether supranational information and consultation is concerned, account is taken of the scope of potential impacts and management level and employee representation.

(2) The right of employees of EU-scale undertakings in the territory of a Member State to supranational information and consultation shall be implemented by an agreed supranational information and consultation procedure or through a European Works Council. The procedure pursuant to the first sentence must be specified and implemented in a way that makes it efficient and enables efficient decision-making by an undertaking or by group of undertakings. A European Works Council will be set up on the basis of an agreement between a special negotiation body (representing employees) and the competent central management or pursuant to section 296. An EU-scale undertaking shall create, at own cost, the conditions for the setting-up and proper activity of a special negotiating body, a European Works Council or for some other agreed supranational information and consultation procedure, and specifically shall cover the cost of organizing meetings, interpreting, travel expenses, accommodation of members relating to their proper activity, necessary training and expenses for one expert unless the settlement of other expenses is agreed with the central management.

(3) The obligation (duty) to provide supranational information and consultation pursuant to this Code shall apply to:

- (a) EU-scale undertakings and EU-scale groups of undertakings with their seat or place of business in the Czech Republic;
- (b) establishments (Note 80) of an EU-scale undertaking located in the Czech Republic;

* The Czech term „zaměstnavatel“ (“employer”) is translated in this Chapter as “undertaking”.

(c) representation (representative) of an EU-scale undertaking or an EU-scale group of undertakings pursuant to section 289(2) with their seat or place of business in the Czech Republic unless this Code provides otherwise.

(4) For the purposes of this Code, “EU-scale undertaking” („zaměstnavatel s působností na území členských států“) means any undertaking with at least 1,000 employees within Member States and at least 150 employees in each of at least two Member States.

(5) For the purposes of this Code, “EU-scale group of undertakings” („skupina zaměstnavatelů s působností na území členských států Evropské unie“) means two or more undertakings with the following characteristics:

(a) at least 1,000 employees in total in Member States,

(b) at least two undertakings from the group of undertakings operating in EU Member States have their seat or place of business or an establishment in two different Member States, and

(c) at least one group undertaking operating within EU Member States employs at least 150 employees in one Member State and another group undertaking operating within EU Member States employs at least 150 employees in another Member State.

Section 289

(1) For the purposes of this Code, “controlling undertaking” („řídící zaměstnavatel“) means an undertaking which can exercise dominant influence (control) over another undertaking or other undertakings within one group (“controlled undertaking”; in Czech „řízený zaměstnavatel“). The determination whether an undertaking is a controlling undertaking shall be made in accordance with the law of the Member State governing such undertaking. Where an EU-scale undertaking has not been established under the law of a Member State, the determination whether it is a controlling undertaking shall be made in accordance with the law of the Member State where it has its seat, place of business or within which a representative of the undertaking is located, and if no representative has been appointed, the applicable law shall be the law of the Member State with the seat, place of business or central management of the undertaking with most employees. A controlling undertaking shall also be an undertaking which in relation to another undertaking within a group of undertakings directly or indirectly:

(a) can appoint more than half of the members of that undertaking's administrative, management or supervisory body (board),

(b) has at its disposal a majority of voting rights attached to that undertaking's share capital,

(c) holds a majority of that undertaking's share capital,

unless it is proved that another undertaking, within such group of undertakings, has a more dominant influence. Where within a group of undertakings there are two (or more) undertakings meeting the said characteristics, a controlling undertaking shall be determined in accordance with the criteria in the order given in the third sentence. For this purpose, a controlling undertaking's rights as regards voting and appointment shall include the rights of

any other controlled undertaking and those of any person or body acting in his or its own name but on behalf of the controlling undertaking or any undertaking controlled by the former. However, an undertaking shall not be deemed to be a “controlling undertaking” with respect to another undertaking in which it has holdings under Article 3(5)(a) to (c) of Council Regulation (EC) No. 139/2004 of 20 January 2004 on the control of concentrations between undertakings (“EC Regulation on the control of concentrations”). This provision shall not apply to legal relations arising in the event of insolvency proceedings (Note 21a).

(2) For the purposes of this Code, “central management” („ústředí“) means an EU-scale undertaking or the controlling undertaking within an EU-scale group of undertakings. Where the central management has neither its seat nor its office situated in a Member State, then for the purposes of this Code a representative appointed by the central management shall be regarded as “central management”. Where this representative has not been appointed, the EU-scale undertaking employing the highest number of employees in one Member State (in comparison with the number of employees in another Member State) shall be regarded as “central management”.

(3) The provisions on information and consultation shall only apply to undertakings with their seat or location of their establishment in a Member State unless a wider scope is agreed.

(4) For these purposes, the size of the workforce shall be based on the average number of employees employed during the two years preceding submission of a request (proposal) or preceding the start of negotiations by the central management pursuant to section 290(2). The central management and every undertaking shall provide employees or their representatives with the data for the ascertainment whether it is possible to set up a European Works Council or agree another procedure for supranational information and consultation, in particular it shall provide them with the number of employees and their structure and also with the organizational structure of the undertaking or group of undertakings.

(5) Unless more advantageous terms (conditions) are laid down in an agreement to set up a European Works Council or in an agreement on another procedure for supranational information and consultation or in the statutory regulation of the Member State where the seat of the central management is situated, the provisions of sections 276 and 278(2) to (4) shall apply with regard to the purposes of collective representation of employees, specifically with regard to members of a special negotiating body, a European Works Council or employee representatives in accordance with another agreed procedure, as well as with regard to the undertaking. The provision of section 276(8) shall apply even if the central management has neither seat nor office in the Czech Republic. Section 276(4) shall apply to interpreters, translators, experts and advisers.

Section 290

(1) “Special negotiating body” („vyjednávací výbor“) means the body which is set up to negotiate with the central management regarding the establishment of a European Works Council or another transnational information and consultation procedure.

(2) Negotiations concerning the setting-up of a special negotiating body shall be commenced by the central management, either on its own initiative or on the basis of a written request submitted by at least 100 employees from no less than two undertakings or establishments

(branches) of undertakings situated in no less than two different Member States or on the basis of a written request of their representatives.

(3) Members of a special negotiating body shall be employees of an EU-scale undertaking or EU-scale group of undertakings from relevant Member States. Employees of the EU-scale undertaking or EU-scale group of undertakings from every Member State where such undertaking or group has a seat or an establishment (a branch) shall be represented by one member for every commenced 10% of the undertaking's or group's total workforce in all Member States.

(4) Members of a special negotiating body to act on behalf of employees employed in the Czech Republic shall be appointed by employee representatives at their joint meeting. Where no employee representatives have been appointed or where they fail to carry out their functions, the employees will elect their representative to take part, on their behalf, in the said joint meeting. The number of votes which each representative at such joint meeting will hold shall be allocated in proportion to the number of employees represented by an individual representative. Where more employee representatives operate within an undertaking, they shall act jointly on behalf of all employees unless they agree otherwise. Where it is not necessary to hold a joint meeting, a similar procedure shall apply to the appointment or election of a member of a special negotiating body.

(5) The provisions of subsection (4) shall also apply if only an establishment of an EU-scale undertaking is located in the Czech Republic.

Section 291

(1) A special negotiating body shall deliver the information on its appointed and elected members to the undertaking and the central management. The central management shall convene a constituent meeting of the special negotiating body forthwith after it receives the said information. The central management shall deliver the information on the composition of the special negotiating body and the opening of negotiations to competent recognized European organizations of employees and employers with which the European Commission consults matters pursuant to Article 154 of the Treaty on the Functioning of the European Union. The special negotiating body shall elect its chairman (chairperson) at the constituent meeting. The special negotiating body shall have the right to meet separately before negotiations, and after negotiations, with the central management. Where necessary, the special negotiating body may invite experts to its negotiations. These experts and representatives of competent recognized European organizations of employees and employers may attend the negotiations as advisers if invited by the special negotiating body.

(2) Unless otherwise provided, the special negotiating body takes decisions (i.e. adopts resolutions) by an absolute majority of votes of all its members.

(3) Negotiations between the central management and the relevant special negotiating body, European Works Council or another body concerned with some other supranational information and consultation procedure must be conducted in a spirit of cooperation with a view to reaching an agreement.

(4) The venue and dates of joint negotiations shall be agreed between the special negotiating body and the central management. The central management shall advise the undertaking concerned of the venue and date of joint negotiations. The cost of the special negotiating body's activity shall be borne by the undertaking (i.e. employer).

Section 292

The special negotiating body may decide, by at least two-thirds of the votes of its members, not to open negotiations or to terminate the negotiations already opened. The minutes thereof (i.e. official record thereof) shall be drawn up and signed by all members of the special negotiating body who adopted the said resolution. A copy of this record shall be sent to the central management, and the latter shall inform both the undertakings concerned and their employees, or their representatives, of the decision. A new request pursuant to section 290(2) may be made at the earliest two years after the abovementioned decision (resolution) unless the central management and the special negotiating body lay down a shorter period.

Section 293

(1) The central management and the special negotiating body may agree to establish a European Works Council or may decide to set up some other supranational information and consultation procedure. They shall not be thereby bound by the provisions of sections 296 to 298.

(2) A European Works Council may be enlarged by including employee representatives from countries which are not EU Member States if this is agreed by the central management and the special negotiating body.

Section 294

European Works Council Established by Agreement

An agreement to establish a European Works Council must be in writing and determine in particular the following:

- (a) the undertakings and establishments (i.e. employers) covered by the agreement;
- (b) the manner of establishing the European Works Council and its composition, the number of members and their substitutes (alternate members) and the term of office; regard is thereby taken to representing employees according to their activities (professions) and gender;
- (c) the venue, frequency and duration of meetings of the European Works Council;
- (d) the tasks, powers and obligations (duties) of the European Works Council, the central management and the undertakings with regard to the exercise of the employee right to information and consultation and possibly the composition, appointment conditions, tasks and procedural rules of the special negotiating body;
- (e) the method of convening meetings;

- (f) the method of financing the costs for the activity of the European Works Council;
- (g) the manner of interlinking with the employee information and consultation procedure pursuant to intrastate statutory provisions; this shall apply without prejudice to the provisions on the employee information and consultation pursuant to sections 279, 280 and 287;
- (h) the procedure to be followed in case of organizational changes;
- (i) the duration of the agreement of the European Works Council and the procedure for amending it, including its transitory provisions.

Section 295

Agreement on Another Supranational Information and Consultation Procedure

An agreement on another supranational information and consultation procedure must be in writing and include in particular the following:

- (a) the subject-matter of information and consultation, especially of transnational nature which concern significant interests of employees;
- (b) the method of ensuring the right of the employees' representatives to meet and jointly discuss the information conveyed to them by the central management and thereto relating arrangements;
- (c) the method of holding consultations with the central management or with the management at an appropriate level and thereto relating arrangements;
- (d) the methods of interlinking with informing the employee representatives and consulting them pursuant to intrastate statutory provisions; this shall apply without prejudice to the provisions concerning informing and consulting employees pursuant to sections 279, 280 and 287;
- (e) the procedure to be followed in case of substantial organizational changes.

Section 295a

Where an agreement pursuant to sections 294 and 295 does not outline methods of interconnection with the procedure of informing and consulting employee representatives pursuant to the intrastate regulation in statutory provisions, the central management and the undertaking must ensure supranational information and consultation concerning envisaged measures that might lead to serious changes in the work organization or in contractual relations at all levels corresponding to the subject-matter of negotiations.

European Works Council Established pursuant to this Code

Section 296

- (1) A European Works Council shall be established pursuant to this Code where:
 - (a) this is jointly agreed by the central management and the special negotiating body;

- (b) the central management refuses to commence negotiations within six months of submitting the employees' request pursuant to section 290(2) to establish a European Works Council or to introduce some other supranational information and consultation procedure; or
- (c) within three years of submitting the request pursuant to section 290(2) the central management and the special negotiating body have not reached an agreement on any relevant procedure and the special negotiating body has not taken the decision to terminate the negotiations pursuant to section 292.

(2) Members of the European Works Council shall be appointed from among employees by employee representatives at their joint meeting. If employee representatives have not been appointed, or if they fail to carry out their activities at some undertaking, the employees of such undertaking shall elect a representative to take part, on their behalf, in the joint meeting. Where there are two or more employee representatives within one undertaking, the employees shall elect a joint representative to take part, on their behalf, in the joint meeting. The allocation of votes at the joint meeting shall be made in proportion to the number of employees represented.

(3) Employees of an undertaking from every Member State where an EU-scale undertaking or an EU-scale group of undertakings has its seat or an establishment (a branch) shall be represented by one member for every commenced 10% of employees, calculated from the total workforce in all Member States.

Section 297

(1) Members of a European Works Council shall be appointed from the undertaking's or group's employees in the Czech Republic at a joint meeting of the employee representatives. Where no employee representatives have been appointed or fail to carry out their functions at some undertaking, the employees shall elect their representative to take part, on their behalf, in a joint meeting. The allocation of votes at a joint meeting is made in proportion to the number of employees represented. Where two or more trade union organizations operate within one undertaking, section 286(6) shall apply as appropriate. Where, for a temporary period, there are both the trade union organization and the works council operating within one undertaking, members of a special negotiating body shall be appointed by the trade union organization. Where it is not necessary to hold a joint meeting, it shall be proceeded as in the case of appointing or electing a member of a European Works Council.

(2) The provisions of subsection (1) shall also apply in the case where only an establishment of an EU-scale undertaking is located in the Czech Republic.

(3) A European Works Council shall communicate the names of its members and their addresses forthwith to the central management which shall pass on this information to the undertakings and the employee representatives, or to the employees.

(4) The term of office of a European Works Council shall be four years. After the expiry of four years from the constituent meeting, the European Works Council shall vote whether to negotiate with the central management pursuant to sections 290 and 291 or whether to establish another (successor) European Works Council pursuant to this section. The decision

shall be adopted by a two-thirds majority of all members. Sections 290 and 291 shall apply to negotiations with the central management.

(5) On the basis of a report drawn up by the central management, at least once every calendar year the central management shall:

(a) inform the European Works Council of

1. the organizational structure of the undertaking (or group of undertakings) and its economic and financial situation,
2. probable trends in (business) activities, production (output) and sales,
3. the matters that must be consulted with the European Works Council;

(b) consult the European Works Council on

1. probable trends in employment development, investments and substantial changes in work organization and technologies,
2. the closure (winding-up) or dissolution of the undertaking, any transfer of the undertaking or part of its business, the reasons, substantial implications for, and measures relating to, employees,
3. collective redundancies, reasons, number and categories of employees to be made redundant, criteria for selecting employees with whom an employment relationship is to be terminated, and payments which will pertain to employees made redundant in addition to those payment arising from the statutory provisions.

The central management shall also send the said report to the undertaking(s) and/or establishment(s) concerned.

(6) Where extraordinary circumstances arise or where measures are to be taken that have a substantial influence on the employees' interests, the central management shall forthwith inform the European Works Council and, at its request, to consult it on necessary measures. Where a select committee pursuant to section 298(2) has been appointed, the central management may consult this committee on such necessary measures. However, those members of the European Works Council elected or appointed by employees from the undertaking to be affected by the said measures must be given an opportunity to take part in the consultation (negotiation). "Extraordinary circumstances" shall mean in particular:

(a) closure (winding-up), dissolution or transfer of an undertaking or its part;

(b) collective redundancies (section 62).

Section 298

(1) The competent central management shall forthwith convene a constituent meeting of a European Works Council. The members of the European Works Council shall elect at their meeting a chairman and a deputy chairman.

(2) The chairman, and in his absence his deputy, shall represent the European Works Council concerned in its outside conduct and manage its ordinary activities. For the coordination of its activities, the European Works Council shall appoint a select committee of no more than five members, comprising the chairman and deputy chairman. The members of the select committee must be at least from two different Member States.

(3) A European Works Council has the right to meet without the presence of the competent managerial staff to discuss the information conveyed to it by the central management. The venue and the date of such meeting shall be agreed with the central management. The deliberations of a European Works Council shall not be open to the public. Any European Works Council may invite experts to its meeting if it is necessary for performance of its tasks. It can also invite managerial employees to provide supplementary information and explanations.

(4) Unless otherwise provided, a European Works Council may take decisions if more than one half of its members are present; decisions are adopted by a simple majority of those members attending the meeting.

(5) A European Works Council will lay down its procedural rules which must be in writing and approved by a majority of all members (of the European Works Council concerned).

Procedure concerning Organizational Changes Section 298a

(1) Where substantial changes occur in the organizational structure of an EU-scale undertaking or an EU-scale group of undertakings and where the agreement on a European Works Council or on another supranational information and consultation procedure does not regulate this event or where the provisions of relevant agreements contradict one another, it shall be proceeded pursuant to section 290(2) as appropriate.

(2) Where it is proceeded pursuant to section 290(2) as appropriate, every competent European Works Council or otherwise appointed employee representatives may appoint from its (their) members at least three further members to a special negotiating body.

(3) Appointed European Works Councils and employee representatives appointed in accordance with another agreed procedure shall not terminate their activities. Where necessary, the regulation of their activities shall be adjusted as agreed with the central management. However, activities of appointed European Works Councils and another procedure for supranational information and consultation procedure shall terminate upon conclusion of a new agreement with the central management where the agreement covers the appointment of a (new) European Works Council or another procedure. In this case, earlier concluded agreements shall terminate upon conclusion of the said agreement.

Section 299

The provisions of sections 288 to 298 shall not apply to a Societas Europaea and a European Cooperative Society unless otherwise provided in another Act (Note 82).

PART THIRTEEN JOINT PROVISIONS

CHAPTER I WORKLOAD AND PACE OF WORK

Section 300

(1) In determining a certain quantity of work to be done (workload) and pace of work, the employer shall take into account an employee's physiological and neuropsychic capabilities, the statutory provisions and regulations on occupational safety and health as well as time for natural needs, meals (food) and rest. The workload (work load) and pace of work may also be specified by a work consumption standard.

(2) Before the start of work the employer shall ensure that the conditions pursuant to subsection (1) are created and the work consumption standard, if specified by the employer, is known to the employee.

(3) The workload (i.e. the quantity of work to be done) and pace of work, or the introduction of, or a change in, a certain work consumption standard, shall be specified by the employer after consultation with the trade union organization unless covered by the collective agreement.

CHAPTER II FUNDAMENTAL OBLIGATIONS OF EMPLOYEES AND MANAGERIAL EMPLOYEES, SPECIAL OBLIGATIONS OF SOME EMPLOYEES AND PERFORMANCE OF OTHER GAINFUL ACTIVITY

Section 301

Employees are obliged:

- (a) to work properly in accordance with their strength, knowledge and capabilities, fulfil instructions given by their superiors in compliance with the statutory provisions and cooperate with other employees;
- (b) to make full use of their working hours (working time) and capital equipment (means of production) for performance of the work assigned to them, to fulfil their working tasks properly and timely;
- (c) to observe the statutory provisions relating to the type of work carried out by them; to observe other regulations relating to the type of work performed by them provided that they have been duly acquainted therewith;
- (d) to properly use (manage) the resources (means) entrusted to them by the employer, to secure and protect the employer's property against damage, loss, destruction and misuse, and not to act contrary to legitimate interests of the employer.

Section 301a **Other Obligations of Employees**

In the first 14 calendar days, and from 1 January 2012 to 31 December 2013 in the first 21 calendar days, of temporary incapacity for work employees are obliged to observe the prescribed regimen of an insured person being temporarily unfit for work with regard to their obligation (duty) to dwell, during their temporary incapacity for work, at the place of their stay and to observe the time and scope of permitted walks pursuant to the Sickness Insurance Act (Note 107).

Section 302

Managerial employees are further obliged:

- (a) to manage and supervise work of their subordinate employees and assess their work efficiency (productivity) and work results;
- (b) to organize the work as well as possible;
- (c) to create favourable working conditions and secure occupational safety and health;
- (d) to ensure the remuneration of employees in accordance with this Code;
- (e) to create the conditions for upgrading the employees' professional level;
- (f) to make arrangements for the adoption of measures aimed at protecting the employer's property.

Section 303

(1) Employees

- (a) in administrative authorities (government);
- (b) employees of:
 1. the Police of the Czech Republic,
 2. the Armed Forces of the Czech Republic (Note 83),
 3. General Inspectorate of Security Corps;
 4. the Security Intelligence Agency,
 5. the Office for International Contacts and Information;
 6. the Prison Service of the Czech Republic,
 7. the Probation and Mediation Service,

8. the Office of the President of the Czech Republic,
9. the Office of the Chamber of Deputies (the Office of the Czech Parliament's lower house),
10. the Office of the Senate (the Office of the Czech Parliament's upper house),
11. the Office of the Ombudsman,
12. the Financial Arbitrator Office,
13. the Office for Representation of the Czech Republic in Property Matters,
14. the Czech Social Security Administration and district social security administrations,
15. the Supreme Auditing (Inspection) Office,
16. the Personal Data Protection Office,
17. the Institute for Studies of Totalitarian Regimes,
18. the protected landscape areas and national nature reserves;

(c) employees of courts and offices of public prosecutors (prosecuting attorneys);

(d) employees of:

1. the Czech National Bank,
2. state funds;

(e) employees of self-governing local area entities (units) working in:

1. a local (community, village) authority,
2. a municipal authority,
3. the metropolitan authority of a chartered town or a chartered city (subdivided into administrative districts or boroughs), the authority of a municipal district or borough (into which a chartered city is subdivided),
4. a regional area authority,
5. the Metropolitan Authority of the Capital of Prague and the authority of each municipal administrative district (borough) within Prague,

with the exception of officials (public servants) of self-governing local area entities pursuant to another Act (Note 84);

- (f) employees of self-governing local area entities if they work in the municipal (local) police;
- (g) employees of schools established by the Ministry of the Interior (Note 85) and employees of the Police Academy of the Czech Republic (Note 86)

shall be subject to extended obligations pursuant to subsection (2).

(2) Employees referred to in subsection (1) are further obliged:

- (a) to act and make decisions impartially and in performance of their work to refrain from conduct which might put at risk confidence in the impartiality of their decision-making;
- (b) to maintain confidentiality concerning facts of which they learn in performance of their job and which, in the employer's interest, may not be disclosed to other persons (parties); this shall not apply if the statutory body or a managerial employee authorized by the former has released the employees concerned from the said duty unless otherwise provided in another Act;
- (c) not to accept gifts or other benefits in connection with the performance of their work (office, job), with the exception of gifts or benefits provided by their employer or on the basis of statutory provisions;
- (d) to refrain from any activity which might give rise to a conflict of public interests and their personal interests, in particular not to misuse the information acquired in connection with their work performance for their own or another person's (party's) benefit.

(3) The employees referred to in subsection (1) may not be members of the management or supervisory bodies (boards) of legal entities engaged in business (entrepreneurial) activity; this shall not apply if such employees are appointed to such bodies by the employer by whom they are employed and if in connection with their membership (in any such body) they do not receive any remuneration from the legal entity engaged in business activity.

(4) The employees referred to in section (1) may engage in business activity (Note 87) only with a prior written consent of their employer.

(5) The restriction laid down in subsection (4) shall not apply to scientific, pedagogical (teaching), publicist, literary or artistic activity and/or the management of own property.

(6) The provisions of subsections (1) to (5) shall apply unless otherwise provided in another Act (Note 88).

Section 304

(1) In addition to employment performed within a basic labour relationship, employees may carry out gainful activity that is identical with the objects of activities undertaken by the employer by whom they are employed only with the employer's prior written consent.

(2) Where the employer withdraws his consent pursuant to subsection (1), such withdrawal must be in writing; the employer shall state the reasons for a change in his original decision.

The employee shall terminate his gainful activity without undue delay in a manner ensuing from the relevant statutory provisions.

(3) The restriction pursuant to subsection (1) shall not apply to the exercise of scientific, pedagogical, publicist, literary and artistic activity.

(4) The provisions of subsections (2) and (3) shall apply unless otherwise provided in another Act (Note 88).

CHAPTER III INTERNAL RULES (INTERNAL REGULATIONS)

Section 305

(1) The employer may set out wage or salary rights arising from labour relations in “internal rules” (or “internal regulations”; in Czech „vnitřní předpis“) from which the entitlements ensue to employees.

(2) Internal rules (internal regulations) must be issued in writing, and may neither be contrary to statutory provisions nor applied retroactively, otherwise such internal rules shall be null and void, either in full or in the relevant part. Unless the work rules (work regulations) are concerned, internal rules are mostly issued for a certain period (fixed term), however at least for one year; the internal rules concerning remuneration may be issued even for a shorter period of time.

(3) The internal rules shall be binding on the employer and all the employees (of the employer). The internal rules shall take effect on the date laid down therein, however earliest on the date when the internal rules are published by the employer.

(4) The employer shall acquaint the employees with the issue, alteration or cancellation of the internal rules latest within 15 days. The internal rules must be accessible to all the employees of the employer. The employer shall keep a copy of the internal rules for a period of 10 years after the date of termination of their validity.

(5) Where an employee's right from his basic labour relationship (pursuant to section 3) arises on the basis of the relevant internal rules, in particular his right to wage or salary or some other right in labour relations, the revocation of the internal rules shall have no influence on the duration and satisfaction of the employee's right in question.

Section 306

Work Rules (Work Regulations)

(1) “Work rules” (or “work regulations”; in Czech „pracovní řád“) shall be a special type of internal rules (internal regulations); work rules shall detail the provisions of this Code or other statutory provisions, taking regard to specific conditions at a certain employer's undertaking, concerning the employer's and his employees' obligations arising from labour relations.

(2) The work rules (work regulations) may not regulate the issues pursuant to section 305(1).

(3) The work rules (work regulations) must be issued by the employers referred to in section 303(1).

(4) Where a trade union organization exercises activity within an undertaking, the employer may issue or modify the work rules (work regulations) only with a prior written consent of the trade union organization, or else the issue or modification of such work rules shall be null and void.

(5) The Ministry of Education, Youth and Physical Education, acting in agreement with the Ministry of Labour and Social Affairs, shall issue a Decree in which it shall lay down the work rules (work regulations) for employees of schools and school facilities established by the Ministry of Education, Youth and Physical Education, or by a region, a municipality or village, or by a voluntary alliance of municipalities and/or villages (communities).

CHAPTER IV REMUNERATION AND OTHER RIGHTS IN LABOUR RELATIONS

Section 307

(1) Where a wage or salary statement [sections 113(4) and 136] grants to an employee the right in a lesser scope than it arises from his contract, or than laid down in the internal rules (internal regulations), such statement shall be null and void in the relevant part.

(2) Where a contract or internal rules include the regulation of remuneration (wage or salary) rights and other rights in labour relations and under the said contract or internal rules two (or more) same rights are to apply to one and the same employee, this employee shall be entitled only to one such right, namely the one which he decides for.

CHAPTER V EMPLOYMENT OF EMPLOYEES BY EMPLOYMENT AGENCIES

Section 307a

Dependent work pursuant to section 2 shall also involve those cases when an employer, on the basis of a licence issued pursuant to other statutory provisions, temporarily assigns an employee to perform work at another employer's workplace in accordance with a clause in such employee's employment contract or agreement to perform work; the employment agency undertakes to arrange for its employee temporary performance of work and the employee undertakes to perform such work according to instructions given to him by a user, such user thereby acting on the basis of an agreement for temporary assignment of the employment agency's employee, concluded between the employment agency and the user.

Section 308

(1) An agreement (a contract) concluded between an employment agency and a user on temporary assignment of an employee of such employment agency must contain:

- (a) the name (or names), surname, if relevant also maiden surname, citizenship, the date and place of birth and the home address of a certain employee who is assigned to work for the user for a temporary period;
 - (b) the type of work to be carried out by such employee, including any specific professional (vocational) qualifications (skills) required, or particular health condition necessary for the type of work;
 - (c) the determination of a period for which the employee will be assigned to work for the user;
 - (d) the place of performance of work;
 - (e) the date when the assigned employee will start to work for the user;
 - (f) the information on the working conditions and remuneration (wage or salary) conditions of the user's employee who carries out or would carry out the same work ("comparable employee"; in Czech „srovnatelný zaměstnanec“) as the employee assigned by the employment agency for temporary performance of work, taking regard to the qualifications and the length of vocational (professional) practical experience;
 - (g) the conditions under which the assigned employee or the user may terminate the temporary assignment before the expiry of the period for which the temporary assignment has been agreed; however, such conditions for termination of the temporary assignment may not be agreed before the expiry of a specific period for which this right has only been laid down in favour of the user;
 - (h) the number and date of the ruling by which the employment agency has been granted a licence to act as an employment intermediary.
- (2) An agreement on temporary assignment of a certain employee of a given employment agency with a user must be concluded in writing.

Section 309

- (1) During a period of temporary assignment of an employee (by an employment agency that is his employer) to perform work at the site of a user, the employee shall be given working tasks and his work shall be organized, managed and supervised by the user who shall create favourable working conditions for the said employee, including occupational safety and health protection. However, the user may not make any legal acts in relation to the employee in the name and on behalf of the employment agency.
- (2) An employment agency shall assign its employee to carry out temporary work for a certain user on the basis of a written instruction that must cover in particular:
- (a) the user's designation and seat;
 - (b) the place of performance of work (the user's premises);
 - (c) the duration of temporary assignment;

- (d) the determination of the user's managerial employee authorized to assign work to the employee and supervise it;
- (e) the conditions for unilateral termination of performance of work before expiry of the period of temporary assignment if agreed in the agreement (contract) on temporary assignment of the employment agency's employee [section 308(1)(g)];
- (f) the information on the working conditions and wage or salary conditions of the user's comparable employee.

(3) The temporary assignment shall terminate on expiry of the period for which it has been agreed; before expiry of this period it will terminate when so agreed between the employment agency and the temporarily assigned employee, or on the unilateral statement by the user or the temporarily assigned employee under the conditions included in the agreement on temporary assignment of the employment agency's employee.

(4) Where the employment agency has settled to its employee some damage that has arisen to this employee in performance of working tasks for the user or in direct connection therewith, the employment agency shall be entitled to compensation of this damage (damages) from the user unless otherwise agreed by the agency and the user.

(5) The employment agency and the user shall ensure that the working and wage conditions of a temporarily assigned employee are not worse than the conditions of the user's comparable employee. Where the wage conditions applying to a certain employee posted by the agency to perform temporary work for the user are worse than the conditions applying to the user's comparable employee, the agency must ensure equal treatment for its employee, acting either at the employee's request or on its own initiative when it learns of such fact in another way; the agency's employee temporarily assigned to perform work for the user is entitled to demand the satisfaction of his rights, having thus arisen to him, from the employment agency.

(6) The employment agency may not temporarily assign the same employee for performance of work to the same user for a period longer than 12 consecutive calendar months. This limitation shall not apply in those cases where this is requested by the agency employee or where it concerns performance of work instead of the user's employee who is on maternity or parental leave.

(7) Where measures concerning a stricter protection of the user's property are to be adopted between the user and the agency employee, these measures may not be less favourable in relation to the agency employee than pursuant to sections 252 to 256.

(8) The scope of making use of agency employees by a user may only be limited by a collective agreement concluded at the user's enterprise (plant).

CHAPTER VI NON-COMPETITION CLAUSE (AGREEMENT)

Section 310

(1) Where in a non-competition clause (also referred to as “non-compete clause” or “non-competition agreement”; in Czech „konkurenční doložka“), agreed by an employee and his

employer, the employee undertakes, after termination of the employment relationship for a certain period not exceeding one year, to refrain from performance of gainful activity that would be identical with the employer's business activity or that would be of a competitive nature to the employer's business activity, the employer must undertake in the clause to provide adequate monetary consideration, at least in the amount of one half of the employee's average monthly earnings for each month when the said obligation is fulfilled. The monetary consideration shall be payable backward on a monthly basis unless some other maturity date is agreed.

(2) The employer may conclude with an employee a non-competition clause only if its performance can be justly required from the employee with regard to the nature of information, knowledge, operational and technological know-how which the employee acquired during the employment relationship to the employer and the use of which in an activity pursuant to subsection (1) could substantially encumber the employer's activity.

(3) Where an agreed non-competition clause includes a contractual penalty that the employee must pay if he breaches his obligation, the employee's obligation shall be discharged on payment of the penalty. The amount of the penalty must be adequate to the nature and significance of the conditions set out in subsection (1).

(4) The employer may withdraw from a non-competition clause only during the employee's employment relationship (to this employer).

(5) The employee may withdraw from a non-competition clause only where the employer failed to pay him the monetary consideration, or part thereof, within 15 days of the maturity date; the non-competition clause shall terminate on the first calendar day of the month after delivery of notice of termination.

(6) A non-competition clause (non-competition agreement) must be concluded in writing; the same shall apply to withdrawal therefrom or to its termination.

Section 311

The provisions of section 310 may not be applied to pedagogical employees of schools and school facilities established by the Ministry of Education, Youth and Physical Education, by a region, municipality (or village) or by a voluntary alliance of municipalities and/or villages (communities), if the object of such employees are tasks in the field of education, and to pedagogical employees in facilities (establishments) providing social services (Note 89).

CHAPTER VII PERSONAL FILE, EMPLOYMENT STATEMENT AND EMPLOYMENT REFERENCE

Section 312

(1) The employer is entitled to keep a personal file on every employee. The personal file may only contain documents that are necessary with regard to the employee's performance of work in a basic labour relationship pursuant to section 3.

(2) A personal file of an employee may only be inspected by managerial employees superior to such employee. The right to inspect personal files also pertains to the competent Labour Inspectorate body, the Labour Office of the Czech Republic, the Personal Data Protection Office, courts, public prosecutors, the competent body of the Police, the National Security Agency and intelligence agencies. It shall not be regarded as inspection of a personal file where an individual document from the file is submitted by the employer to an outside inspection body carrying out an inspection of the employer if the inspection body asked for such document in connection with the subject-matter of the inspection.

(3) Every employee is entitled to inspect the personal file (concerning this employee), make abstracts therefrom and copies of the documents kept there at the employer's cost.

Section 313

(1) On termination of an employment relationship or an agreement to complete a job or an agreement to perform work the employer shall issue to the employee an employment statement which shall include:

- (a) the details of employment (specifying whether it was an employment relationship or an agreement to complete a job or an agreement to perform work and the relevant duration);
- (b) the type of work done;
- (c) the employee's qualification (skills);
- (d) the period of work performed for the employer and other facts decisive for the attainment of the maximum permissible exposure period;
- (e) the information on any assignments being made from the employee's wage, in whose favour, the amount of claim with regard to which assignments are to be further made, the amount of assignments already made and the order of the claim;
- (f) the details of employment in the first and second work category for a period before 1 January 1993 recognized for the retirement pension purposes.

(2) Where so requested by an employee, the employer shall issue to him a separate statement providing average earnings data (concerning the employee) and the information whether the employee's employment relationship, agreement to complete a job or agreement to perform work was terminated by the employer due to the employee's breach of a work-related obligation in an especially gross manner pursuant to section 301a and other facts relevant for the assessment of the eligibility for unemployment benefit (Note 90).

Section 314

(1) Where the employee requests the employer to provide him with a reference concerning his performance of work ("employment reference" or "work reference"; in Czech „pracovní posudek“), the employer shall provide such reference within 15 days; however, the employer is not obliged to provide the employment reference (work reference) earlier than two months before the end of the employee's employment. All documents concerning the appraisal of

a certain employee's work, his qualifications (skills), capabilities and other facts relating to performance of work are regarded as an employment reference (work reference).

(2) The information other than that which can form the content of an employment reference [subsection (1)(second sentence)] may only be provided by the employer with the employee's consent unless otherwise provided in another Act.

Section 315

Where the employee has objections against the content of the employment statement or employment reference (work reference), as provided by the employer, within three months of the date of learning of its content, he may file a petition with the competent court to rule that the employer should adequately modify the employment statement or employment reference (work reference).

CHAPTER VIII PROTECTION OF AN EMPLOYER'S PROPERTY INTERESTS AND PROTECTION OF AN EMPLOYEE'S PERSONAL RIGHTS

Section 316

(1) Without their employer's consent, employees may not use the employer's means of production and other means necessary for performance of work, including computers and telecommunication technology for their personal needs. The employer is authorized to check compliance with the prohibition laid down in the first sentence in an appropriate way.

(2) Without a serious cause consisting in the employer's nature of activity, the employer may not encroach upon employees' privacy at workplaces and in the employer's common premises by open or concealed surveillance (monitoring) of employees, interception (including recording) of their telephone calls, checking their electronic mail or postal consignments addressed to a certain employee.

(3) Where there is a serious cause on the employer's side consisting in the nature of his activity which justifies the introduction of surveillance (monitoring) under subsection (2), the employer shall directly inform the employees of the scope and methods of its implementation.

(4) The employer may not require from an employee information that does not directly relate to performance of work and to basic labour relationship pursuant to section 3. The employer may not require in particular the information on:

- (a) pregnancy,
- (b) family and property situation,
- (c) sexual orientation,
- (d) origin,

- (e) trade union organization membership,
- (f) membership of political parties or movements,
- (g) religion or confession,
- (h) unimpeachability (clean criminal record),

but the above shall not apply [thereby still excluding the information pursuant to (c), (d), (e), (f) and (g)] where there is a cause for it consisting in the nature of work to be performed provided that the requirement is adequate, or in the cases where it is laid down in this Code or in another Act. The said information may not be obtained by the employer even through third parties.

CHAPTER IX SPECIAL NATURE OF SOME EMPLOYEES' WORK, EXCLUSION OF A LABOUR RELATIONSHIP, AND POSTING OF AN EMPLOYEE WITHIN THE EU

Section 317

This Code shall apply to labour (employment) relationship of an employee who does not work at the employer's workplace (site) but who performs agreed type of work under the laid down conditions within working time (working hours) which he organizes himself, with the following exceptions:

- (a) the regulation concerning the schedule of working hours, idle time or work interruptions due to unfavourable climatic conditions shall not be applicable to this employee;
- (b) where there are other important personal obstacles to work, this employee is not entitled to compensatory wage or salary (compensatory pay) unless an implementing Decree [section 199(2)] provides for otherwise or unless it concerns compensatory wage or salary pursuant to section 192; for the purposes of providing compensatory wage or salary, the employer shall determine the scheduling of this employee's hours of work into shifts;
- (c) the employee shall neither be entitled to compensatory wage/salary or compensatory time off in lieu of overtime work, nor to compensatory wage/salary or overtime premium for work on public holidays.

Section 318

A basic labour relationship pursuant to section 3 may not arise between spouses (husband and wife) or (same-sex) partners (Note 51a).

Section 319

(1) Where an employee of an undertaking (employer) from another Member State is posted to perform work within the framework of supranational provision of services (Note 91) in

the Czech Republic, the regulation of the Czech Republic shall apply to his performance of work as regards:

- (a) the maximum length of working hours and the minimum length of rest periods;
- (b) the minimum length of annual leave or its proportional part;
- (c) the minimum wage, relevant minimum level of guaranteed wage and overtime premiums;
- (d) occupational safety and health;
- (e) the working conditions for pregnant employees, employees who are breastfeeding, and female employees until the end of the ninth month after childbirth (confinement) and for adolescent employees;
- (f) equal treatment for male and female employees and prohibition of discrimination;
- (g) the conditions of work in the case of employment by an employment agency.

The first sentence shall not apply if the rights arising from the statutory provisions of the Member State from which the employee concerned is posted to perform work within the framework of supranational provision of services are more favourable for such employee. The favourability of each right arising from an employment relationship (employment) shall be considered separately.

(2) The provisions of subsection (1)(b) and (c) shall not apply if the period of posting of an employee to perform work within the framework of supranational provision of services in the Czech Republic shall not exceed 30 days (in total) per one calendar year. This shall not be applicable if such employee is posted by an employment agency to perform work within the framework of supranational provision of services.

CHAPTER X

COMPETENCE OF TRADE UNION ORGANIZATIONS, EMPLOYER ORGANIZATIONS AND INSPECTION RELATING TO LABOUR RELATIONS

Section 320

(1) Bills (draft legislation) and other proposed regulations concerning important interests of employees, in particular economic, production, working, remuneration, cultural and social conditions, shall be consulted with the competent trade union organizations (bodies) and the competent employer organizations.

(2) The central administrative authorities (agencies) which issue implementing labour (employment) regulations shall do so after consulting the competent trade union organization and the competent employer organization.

(3) The competent government authorities shall consult the trade union organizations on the issues concerning working and living conditions of employees and shall supply the trade union organizations with the necessary information.

(4) Those trade union organizations which represent in labour (employment) relations employees (civil servants) employed by the Government (Note 6), or employed by organizations receiving contributions (Notes 15 and 92), by state funds (Note 14) and by self-governing local area entities (Note 40) shall in particular have the right:

- (a)** to discuss and express opinions on the draft documents concerning the employment conditions of the said employees and their numbers;
- (b)** to submit proposals, discuss (negotiate) and express opinions on the draft documents regarding the improvement of the conditions for performance of work and remuneration.

Section 321

Trade union organizations (bodies) shall ensure compliance with this Code, the Employment Act, statutory provisions on occupational safety and health protection and other labour statutory provisions.

Section 322

(1) Trade union organizations are entitled to exercise inspection of occupational safety and health protection at the premises of individual employers. The employer shall enable the trade union organization to carry out inspection and, for this purpose:

- (a)** shall arrange for the trade union organization to have the possibility of checking whether the employer fulfils the obligations (duties) as regards occupational safety and health protection and whether the employer systematically creates the conditions for safe work not involving hazards to health;
- (b)** shall arrange for the trade union organization to have the possibility of regularly inspecting the workplaces and employee facilities and checking the management of personal protective aids (equipment);
- (c)** shall arrange for the trade union organization to have the possibility of checking whether the employer duly investigates industrial injuries;
- (d)** shall enable the trade union organization to be involved in the ascertainment of industrial injuries and, if relevant, in their clarification;
- (e)** shall enable the trade union organization to take part in consultations (negotiations) on the issues concerning occupational safety and health.

(2) The cost incurred by the exercise of inspection of occupational safety and health protection shall be borne by the State (Government) on the basis of an agreement with the trade union organization.

Section 323

The exercise of inspection concerning labour (employment) relations shall be governed by other statutory provisions (Note 36).

CHAPTER XI UNJUST ENRICHMENT

Section 324 Repealed

CHAPTER XII SECURING OBLIGATIONS AND DEATH OF AN EMPLOYEE

Sections 325 and 326 Repealed

Section 327 Wage Assignment Agreement

An employee's debt to his employer may be secured by a wage assignment agreement concluded between the employee and the employer; the wage assignments (amounts withheld from the employee's wage and assigned to the employer) may not exceed the amounts withheld in case of an execution on money judgment (Note 93). The agreement pursuant to the first sentence must be concluded in writing.

Section 328 Death of an Employee

(1) Monetary rights of an employee shall not expire on his death. Wage or salary rights which arise from the employee's labour relationship [section 3 (second sentence)] of up to triple his average monthly earnings shall pass, in sequence, directly to his spouse, children and parents if they lived with the employee in common household at the time of his death; if there are no such persons, the amount shall become part of his estate.

(2) Monetary rights of the employer shall expire (extinguish) upon the death of his employee, except those rights on which an enforceable judgment (ruling) was passed before the employee's death or which were recognized by the employee in respect of the causes and the amount, and the right to compensation for damage having been wilfully caused by the employee (damages).

CHAPTER XIII PERIOD OF LIMITATION AND EXPIRY OF A RIGHT

Section 329 Repealed

Section 330

A right shall expire because it was not claimed within the fixed time-limit only in the instances laid down in sections 39(4), 57, 58, 59, 72, 267(2), 268(3), 315 and 339a(1). Where the right is claimed after expiry of the fixed time-limit, the court shall take the expiry of the right into consideration even if such objection is not raised by the other party.

Section 331

Refund of amounts that were unjustly paid out to an employee by his employer may only be demanded within three years of their payment provided that the employee knew or ought to have assumed with regard to the circumstances that the amounts were incorrectly calculated or paid out by mistake.

Section 332 Repealed

Section 333

Rights and obligations (duties) shall terminate on expiry of a limitation period prescribed for them. The time running shall commence on the first day and terminate on the last day of the specified or agreed period; this shall also apply where the commencement or termination of a right is made dependent on expiry of a certain period.

CHAPTER XIV DELIVERY OF DOCUMENTS (SERVICE OF DOCUMENTS)

Section 334

Common Provisions on Delivery of Documents by an Employer

- (1)** Documents concerning the creation, modification (alteration) and termination of an employment relationship or agreements on work performed outside an employment relationship, discharge from a managerial position, important documents concerning remuneration, such as a wage statement [section 113(4)] and a salary statement (section 136) from one's employer, a report of temporarily incapable insured person's breach of his regimen must be delivered to the employee concerned (i.e. any such document to be taken delivery of in person).
- (2)** The employer shall deliver an important document to the employee at the workplace, or at the employee's flat, or wherever the employee can be reached, or by means of the Internet, intranet or electronic mail; where this is not feasible the employer may arrange for the document to be delivered to the employee by a postal services licence holder.
- (3)** Unless the employer delivers a certain document by means of the Internet, intranet or electronic mail or by means of a postal services licence holder, a document is also deemed to be delivered (served) if the employee refuses to take delivery of it.

(4) Where a document is delivered by means of a postal services licence holder, the employer shall select such postal services licence holder where from the postal contract (Note 94) that is concluded ensues the obligation to deliver a postal consignment containing the document under the conditions laid down in this Code.

(5) The conditions of delivery of a document to an attorney-at-law (advocate) shall be subject to section 48 of the Civil Procedure Code.

Section 335

Delivery of a Document by an Employer by means of the Internet, Intranet or Electronic Mail

(1) The employer may deliver a document by means of the Internet, intranet or electronic mail (electronic communication) only if the employee concerned has given his written consent thereto and supplied the employer with the electronic address (e-mail address) for the delivery purposes.

(2) A document delivered by means of the Internet, intranet or electronic mail must be provided with an electronic signature based on a qualified certificate (Note 95).

(3) A document delivered by means of the Internet, intranet or electronic mail is delivered on the date when the employee confirms its receipt by a data message signed by his electronic signature based on a qualified certificate (Note 95).

(4) The delivery of a document by the Internet, intranet or electronic mail is ineffective if the document sent to the employee's electronic address has been returned to the employer as undeliverable or if the employee has not confirmed its receipt within three days of dispatch by a data message provided with his electronic signature based on a qualified certificate (Note 95).

Section 336

Delivery of a Document from an Employer by a Postal Services Licence Holder

(1) A document from an employee's employer, if the document is delivered by means of a postal services licence holder, is sent to the last known address of the employee concerned. The document may also be delivered to (served on) the person whom the employee determined for the receipt of such document on the basis of a written power of attorney with his officially certified signature (Note 96).

(2) The delivery of a document from the employer by a postal services licence holder must be supported by a delivery slip.

(3) If the employee to whom a document is to be delivered by means of a postal services licence holder is not reached at the given address, the document shall be deposited at the postal services licence holder's local establishment (post office) or at the local authority's office. The employee (addressee) shall be suitably informed in writing of the failure to deliver a document and invited to collect it within ten working days; he shall be concurrently notified of the fact where and when the document can be collected. A notice (notification) pursuant to the second sentence must also include the advice of the consequences of the employee's

refusal to take delivery of the document (consignment) or his failure to cooperate so that it can be delivered to him (served on him).

(4) The obligation of the employer to deliver a certain document is fulfilled as soon as the employee takes delivery of the document (consignment). Should the employee not collect the document [subsection (3)] within ten working days, it shall be regarded as delivered (served) on the last day of this time-limit; the undelivered document (consignment) shall be returned to the employer. Should the employee make it impossible for a postal services licence holder to serve the document (consignment) on the employee because he refuses to take it over or does not cooperate so that the document (consignment) could be delivered to him, the document shall be deemed as delivered on the day when the employee frustrates its delivery. The employee must be advised by a postman of the consequences of his refusal to take over the document (consignment) and a written record thereof must be made.

Section 337

Delivery of Document from an Employee to his Employer

(1) The employee shall deliver a document determined for his employer, as a rule, by passing it over at the employer's seat. At the employee's request, the employer shall confirm delivery of the document pursuant to the first sentence.

(2) Where the employer has given consent thereto, a certain document can be delivered to the employer (undertaking) by means of the Internet, intranet or electronic mail to the electronic address given to the employee for this purpose; the document determined for the employer must be provided with the employee's electronic signature based on a qualified certificate (Note 95).

(3) The delivery of a document of the employer is effective as soon as the employer has taken over (taken delivery of) the document.

(4) The delivery of a certain document determined for the employer and sent by means of the Internet, intranet or electronic mail is regarded effected on the date when the employer confirms its receipt to the employee by a data message provided with the relevant electronic signature based on a qualified certificate (Note 95) or an electronic sign based on a qualified system certificate (Note 95).

(5) The delivery of a document by the Internet, intranet or electronic mail is ineffective if the document sent to the employer's electronic address has been returned as undeliverable or if the employer has not confirmed its receipt within three days of dispatch by a data message provided with the relevant electronic signature based on a qualified certificate (Note 95) or an electronic sign based on a qualified system certificate (Note 95).

CHAPTER XV TRANSFER OR TERMINATION OF RIGHTS OR OBLIGATIONS ARISING FROM LABOUR RELATIONS

Division 1

Transfer or Termination of Rights and Obligations

Section 338

(1) Rights and obligations arising from labour relations may only be transferred in cases laid down in this Code or some other statutory provisions.

(2) Where activities, or part thereof, or tasks, or part thereof, are transferred from one employer (transferor) to another employer (transferee), the rights and obligations arising from labour relations are transferred to the full extent to the new employer (transferee); the rights and obligations from a collective agreement are transferred to the transferee for a period for which the collective agreement is in effect, however no more than until the end of the subsequent calendar year.

(3) For these purposes, “tasks or activities of an employer” shall mean in particular tasks related to providing production or services or similar activities pursuant to other statutory provisions that a legal entity or an individual (a natural person) performs in its/his own name and on its/his own liability in facilities or premises determined for their performance. Irrespective of the legal ground for such transfer and irrespective of the fact whether ownership rights are transferred, the legal entity which, or the individual who, is competent as an employer to continue in performance of tasks or activities of the hitherto employer or in similar activities shall be regarded as “transferee”.

(4) The rights and obligations of the hitherto employer (transferor) towards employees whose labour relationships were terminated by the date of the said transfer shall remain unaffected unless other statutory provisions stipulate otherwise (Note 21a).

Section 339

(1) Before the effective date of transfer of rights and obligations (arising from labour relations) from the hitherto employer (transferor) to another employer (transferee) both the transferor and the transferee shall be obliged to inform thereof, sufficiently in advance (however no later than 30 days before the transfer of the said rights and obligations to the transferee) the trade union organization and the works council and consult them, with a view to reaching agreement, on:

- (a) the determined or proposed date of transfer;
- (b) the reasons for such transfer;
- (c) legal, economic and social implications for the employees;
- (d) envisaged measures relating to the employees.

(2) Where neither a trade union organization nor a works council operates at the enterprise (undertaking) of the employer, the transferor and the transferee shall inform the employees, who will be directly affected by the transfer, of the facts laid down in subsection (1) latest 30 days before the effective date of transfer of the rights and obligations to another employer (transferee).

Section 339a

(1) Where notice of termination is given by an employee within two months from the effective date of transfer of rights and obligations arising from labour relations or within two months from the transfer effective date of the exercise of rights and obligations arising from labour relations or where, within the same time-limit, an employment relationship of an employee is terminated by agreement, the employee may demand the determination by the court that the termination of the employment relationship occurred due to substantial deterioration of working conditions in connection with transfer of rights and obligations arising from labour relations or in connection with transfer of the exercise of rights and obligations arising from labour relations.

(2) Where termination of an employment relationship occurs due to a reason pursuant to subsection (1), the employee is entitled to severance pay [section 67(1)].

Section 340

The provisions of sections 338 and 339 shall also apply to those cases where it is the competent superior body [section 347(2)] which decides on transfer of an employer's activities or tasks (or some of them) to another employer.

Section 341

(1) Where an employer (an undertaking, an enterprise) is wound up due to demerger, the body that made the decision on demerger of the employer shall determine which of the newly created employers shall take over the rights and obligations (arising from labour relations) of the hitherto employer. The provision of section 338(2)(the part of the sentence behind the semicolon) shall apply as appropriate.

(2) Where an employer (an undertaking) is wound up, the body that decided on its winding-up shall determine which employer (undertaking) shall satisfy the rights of employees of the wound-up employer or, as the case may be, claim the rights on behalf of the wound-up employer. Where the winding-up of the employer is connected with its going into liquidation, the procedure under other statutory provisions (Note 97) shall be followed.

(3) Where transfer of an employer pursuant to section 338 occurs on expiry of the period for which the employer was established or on performance of the task for which the employer was established and where this employer is subject to the control by its superior body, it shall be this body that shall determine another employer to whom the rights and obligations arising from labour relations shall be transferred.

Section 342

(1) Upon the death of an individual (a natural person) who is an employer, the basic labour relationship of his employees shall terminate [section 48(4)]; this shall not be the case on continuation of carrying on a trade or on continuation of providing medical services pursuant to the Medical Services Act. Where a responsible person (proxy) does not intend to carry on a trade pursuant to section 13(1)(b), (c) and (e) of the Trades Licensing Act, the basic labour relationship shall terminate on expiry of three months from the date of the employer's death.

(2) The regional branch of the Labour Office that is competent according to the place of activity of the employer pursuant to subsection (1) shall issue, upon request, an employment statement to an employee whose employment relationship or agreement to perform work terminated; the employment statement shall be issued on the basis of documents submitted by the employee.

Division 2

Transfer of the Exercise of Rights and Obligations Arising from Labour Relations

Section 343

(1) Where another Act provides that a government agency (a state-owned establishment; Note 7) shall be dissolved on its merger when it is acquired by another agency (state-owned establishment) or on its merger with another agency (state-owned establishment) by the formation of a new agency (establishment), the exercise of rights and obligation arising from labour relations shall be fully transferred to the (successor) agency (state-owned establishment).

(2) Where another Act provides that a government agency (a state-owned establishment) shall be dissolved on its demerger, the exercise of rights and obligations arising from labour relations shall be transferred to the newly-formed agencies (establishments). Such Act shall also regulate which of the newly-formed agencies (state-owned establishments) shall assume (from the hitherto existing establishment) the exercise of rights and obligations arising from labour relations that terminated before the date of the said demerger.

(3) Where another Act provides that a government agency (a state-owned establishment) is to be formed for a definite period of time, the same Act shall also determine which government agency (state-owned establishment) shall assume the exercise of rights and obligations arising from labour relations on the dissolution of the said agency (establishment) on expiry of the fixed period. In the case of dissolution of a certain agency (state-owned establishment) formed by its founder for a definite period of time, the exercise of rights and obligations arising from labour relations shall pass to the founder, unless the founder (incorporator) has determined that these rights and obligations arising are to be exercised by another agency (establishment) formed by this founder.

Section 344

(1) Where another Act provides that some part of a state-owned establishment (or a government agency; Note 7) is to be transferred to another state-owned establishment (another government agency), the exercise of rights and obligations arising from labour relations concerning the said part shall pass to the latter establishment (the latter government agency). Where, in connection with an amendment of a state-owned establishment's (government agency's) founding deed by its incorporator some part of such establishment (agency) is to be transferred to another state-owned establishment (government agency), the exercise of rights and obligations arising from labour relations concerning the said transferred part of the establishment (agency) shall pass to the latter establishment (agency). The provision of section 338(2)(the part of the sentence behind the semicolon) shall apply as appropriate.

(2) Rights and obligations arising from those labour relations which concern the employees of that part of a state-owned establishment (government agency) being transferred pursuant to subsection (1) and which were terminated by the date of the said transfer shall be exercised by the hitherto establishment (agency).

Section 345

(1) Where another Act provides that a government agency (an establishment; Note 7) shall be wound up, the same Act shall also determine another agency to which the exercise of the rights and obligations arising from labour relations of the employees of the wound-up agency shall be transferred and which agency (establishment; Note 7) shall satisfy the rights of the employees of the wound-up agency or, as the case may be, which agency shall claim rights against these employees.

(2) Where a government agency (Note 7) is wound up by its founder's (incorporator's) decision, the rights and obligations arising from labour relations of the wound-up agency shall be transferred to the founder (incorporator) unless the founder decides that such rights and obligations shall be transferred to another government agency founded by the same founder.

Section 345a

The provisions of sections 339 and 339a shall apply as appropriate.

CHAPTER XVI SPECIAL REGULATION OF EMPLOYMENT RELATIONSHIPS OF EMPLOYEES WITH REGULAR WORKPLACE ABROAD

Section 346

The Government may lay down by its Decree a different regulation of employment relationships for employees with a regular workplace abroad, including the rights of their employers and the obligations of such employees as regards:

- (a) the possibility of repeated extension of their fixed-term employment relationship abroad, including the possibility of conclusion of an employment relationship for a fixed term corresponding to the length of the posting abroad;
- (b) the conditions
 1. for a different scheduling of working hours abroad, with regard to public holidays (section 91);
 2. for restricting the movement of an employee within the employer's seat abroad due to security reasons.

CHAPTER XVII SPECIAL PROHIBITIONS AND DEFINITIONS OF SOME TERMS

Section 346a

The work of individuals (natural persons) until 15 years of age or over the age of 15 until the end of compulsory school attendance shall be prohibited. These persons may only perform artistic, cultural, advertising or sporting activity under the conditions laid down in other statutory provisions.

Section 346b

- (1) The employer may neither impose a monetary penalty nor require such penalty from an employee due to breach of an obligation arising to him from his basic labour relationship; this shall not apply to damage for which the employee is liable.
- (2) The employer may not transfer risks from performance of dependent work to employees.
- (3) In connection with performance of dependent work the employer may not require a monetary guarantee (bond) from an employee.
- (4) The employer may not impose any sanctions on an employee or put him at a disadvantage due to the fact that such employee claims rights arising from labour relations in a lawful manner.

Section 346c

The employee may not relieve the employer from the obligation to pay him wage, salary, remuneration pursuant to an agreement, compensatory pay, severance pay, remuneration for standby and reimbursement of expenses due to the employee in connection with performance of his work.

Section 347

- (1) “Threat of an occupational disease” (or “danger of an occupational disease”; in Czech „ohrožení nemocí z povolání“) shall mean such changes in an employee's state of health which were caused during his performance of work due to the exposure to adverse conditions from which occupational diseases (Note 98) arise and which, however, do not attain such degree of harm to his health to be deemed an occupational disease, however further (continued) performance of work under the same conditions would result in the employee's contracting an occupational disease. A medical certificate on the threat (danger) of an occupational disease is issued by the competent health care services provider (Note 99). The Government may lay down in its Decree the description of changes in the state of health to be regarded as a threat of an occupational disease and the conditions under which such changes are to be recognized.
- (2) For the purposes of this Code, “superior body” („nadřízený orgán“) shall be such body which under other statutory provisions is authorized to exercise a controlling competence in relation to a certain employer (undertaking, establishment) with regard to performance of his (its) tasks.

(3) For the purposes of section 215(2)(c), radiation workers of A category pursuant to the Decree on Ionizing Radiation Protection (Note 99a) shall be considered as employees who are exposed to adverse effects of ionizing radiation at their work.

(4) For the purposes of this Code, “quarantine” shall also mean extraordinary measures which are taken if there is an epidemic or threat (danger) of an epidemic occurrence pursuant to the Public Health Protection Act and which involve prohibitions or restrictions of contacts with other individuals for certain groups of individuals who are suspected that they have been infected, and further prohibitions or instructions concerning certain activities aimed at the liquidation of a particular epidemic or threat of its occurrence (Note 99b) where such prohibitions, restrictions or instructions hinder an employee to perform his work.

Section 348

(1) The following shall also be regarded as performance of work:

(a) the time when an employee does not work due to obstacles to work, except time off granted at the employee's request if it has been agreed beforehand that the employee will work off such time, and the time for which work was interrupted due to adverse (unfavourable) climatic conditions;

(b) leave;

(c) the time when an employee takes compensatory time off in lieu of overtime work or work on a public holiday;

(d) the time when an employee does not work because it is a public holiday for which he is entitled to compensatory wage, or for which his wage or salary is not reduced.

(2) The provisions of subsection (1) and section 216(2) and (3) shall not apply with regard to the purposes of the entitlement to a wage or salary or remuneration pursuant to an agreement.

(3) The fact whether an employee's absence from work is unauthorized absence shall be determined by the employer (undertaking), after consultation with the trade union organization.

Section 349

(1) “Statutory provisions and other regulations on occupational safety and health” shall mean the provisions and regulations concerning the protection of life and health, hygiene, epidemic diseases, technical regulations, technical documents and technical norms (standards), construction (building) regulations, transport regulations, fire-prevention regulations and regulations on the handling of flammables, explosives, weapons, radioactive materials, chemical substances and chemical preparations, and other materials (compounds) harmful to health, in the scope in which they regulate the issues concerning the protection of life and health.

(2) Instructions for securing occupational safety and protection of health are specific instructions given to employees by their superior employees.

(3) For the purposes of sections 113(2) and 122(3) “assigning or appointing to an occupational position”, in relation to the relevant employer shall mean either the conclusion of an employment contract or the relevant appointment.

Section 350

(1) “Single persons” shall mean unmarried, widowed or divorced women, single, widowed or divorced men, and also women and men who are single for other serious reasons provided that they do not live with a common-law husband or wife or with a same-sex partner (Note 51a).

(2) “Adolescent employees” (or “juvenile employees”) shall mean employees under 18 years of age.

Section 350a

For the purposes of this Code, “week” means seven consecutive calendar days.

CHAPTER XVIII AVERAGE EARNINGS

Division 1 Common Provisions

Section 351

Where in basic labour (employment, industrial) relations (relationships) referred to in section 3 average earnings are to be applied, their ascertainment (calculation) must only be made pursuant to this Chapter.

Section 352

Unless otherwise provided in some other labour provisions, “an employee's average earnings” („průměrný výdělek zaměstnance“) shall mean his average gross earnings.

Section 353

(1) Average earnings shall be ascertained by the employer from an employee's gross wage or salary that is accounted for a decisive period with regard to the time of performance of work by the employee in such decisive period (reference period).

(2) The time when work was done shall also be deemed the time for which an employee is entitled to his wage or salary.

(3) Where wage or salary for overtime work [sections 114(2) and 127(2)] is accounted for in a decisive period other than that in which such overtime work was done, the time when work was done pursuant to subsection (2) shall also include hours of overtime work for which wage or salary is provided.

Division 2
Decisive Period (Reference Period)

Section 354

- (1) Unless otherwise provided in this Code, “decisive period” (or “reference period”) shall be a preceding calendar quarter.
- (2) Average earnings shall be ascertained at the first day of the calendar month following the decisive period.
- (3) Where an employee's employment started in the course of a preceding calendar quarter, the decisive period shall be the time from the start of his employment until the end of the calendar quarter.
- (4) On application of working hours account (sections 86 and 87), the decisive period shall be 12 calendar consecutive months preceding the beginning of the settlement period [section 86(3)].

Division 3
Probable Earnings

Section 355

- (1) Where an employee did not work at least 21 days within the decisive period, the probable earnings shall be applied.
- (2) The employer shall ascertain a certain employee's probable earnings from the gross wages or salaries which the employee has attained from the beginning of the decisive period, or from the gross wages or salaries which he would have probably attained; the employer shall thereby take into account the current amount of individual wage or salary elements of such employee or the wages or salaries of employees performing the same work or work of equal value.

Division 4
Forms of Average Earnings

Section 356

- (1) Average earnings shall be ascertained (calculated) as average earnings per hour (average hourly earnings).
- (2) Where average gross monthly earnings are to be applied, the average hourly earnings shall be used for the computation of average earnings per month in accordance with the average number of working hours in one month in an average year; for this purpose, “average year” has 365.25 days. Average hourly earnings of an employee shall be multiplied by the employee's weekly working hours and by a coefficient of 4.348 which represents average number of weeks per month in an average calendar year.

(3) Where net average monthly earnings are to be applied, such earnings shall be ascertained from the relevant monthly gross earnings by deducting statutory social security and state employment policy contributions (Note 100), general health insurance contributions (Note 101) and personal income tax advance payments (in respect of income from dependent activity; Note 102), calculated under the conditions and rates which apply to the employee concerned in the month for which his net monthly earnings are ascertained.

Division 5

Joint Provisions on Average Earnings

Section 357

(1) Where an employee's average earnings are lower than the minimum wage (section 111) to which the employee's right has arisen in the month in which there is a need to apply average earnings, the employee's average earnings shall be increased to the amount equal to this minimum wage; the same shall apply to the application of probable earnings (section 355).

(2) In respect of an employee whose employment contract has been modified on the ground of threat of an occupational disease or due to the attainment of the highest permissible exposure level or whose occupational disease is only ascertained after the said modification (change) of his employment contract, the assessment base under statutory provisions on accident (injury) insurance shall be calculated from his average earnings ascertained before the modification of his employment contract if this is more favourable for the employee.

Section 358

Where an employee's payable wages or salaries, or their part, are accounted for a period longer than the calendar quarter, for the purposes of ascertainment of average earnings per such calendar quarter, their proportional part per this calendar quarter shall be calculated; the remaining part (parts) of the said wages or salaries shall be included in the employee's gross wages or salaries for the purposes of ascertainment (calculation) of average earnings in the following period (or periods). The number of further periods shall be determined in accordance with the total time for which the wages or salaries are provided. For the purposes of ascertainment of average earnings, an employee's gross wages or salaries for the decisive period shall also include the wage or salary proportional part pursuant to the first sentence corresponding to the time for which work was done.

Section 359

Where under statutory provisions concerning compensation for damage (damages), it is necessary to apply average earnings of pupils or students or disabled persons (Note 103) who are not employed and whose training for their occupation is subject to specific statutory provisions (regulations), the amount of average earnings pursuant to section 357 shall apply.

Section 360

Where it is more favourable for an employee, for the purposes of determining the assessment base in accordance with the statutory regulation of accident insurance, the decisive period shall be the preceding calendar year.

Section 361

The ascertainment of average earnings of an employee who performs work on the basis of agreements on work performed outside an employment relationship shall be governed by this Code. Where it has been agreed that remuneration pursuant to any such agreement shall be paid in the form of a lump sum only after the completion of the entire working task, the decisive period [section 354(1)] shall be the entire time for carrying out the agreed working task.

Section 362

(1) For the purposes of ascertainment of average earnings, remuneration pursuant to an agreement on work performed outside an employment relationship, some other remuneration or income provided to an employee for work in his employment carried out under a relationship other than the basic labour relationships referred to in section 3 shall also be regarded as wage (wages) or salary (salaries) unless otherwise provided in another Act.

(2) Where one employee carries out work for the same employer in two or more basic labour relationships referred to in section 3 or in two or more other basic labour relationships, his wages, salaries or remuneration in each basic labour relationship referred to in section 3 or in another labour relationship shall be considered separately.

CHAPTER XIX TRANSPOSITION OF EU LAW AND MANDATORY PROVISIONS OF THE LABOUR CODE

Section 363

The provisions by which transposition of EU law is implemented are: heading of Chapter IV in Part One, section 16(2) and (3), section 30(2), section 37(1) to (4), section 39(2) to (5), section 40(3), section 41(1)(introductory wording), (c), (d), (f) and (g), section 47 with the wording “where on termination of maternity leave (if it concerns a female employee) or on termination of parental leave (if it concerns a male employee) in the scope in which a female employee is entitled to take maternity leave or a male employee is entitled to take parental leave, such employee returns to work, the employer shall assign this employee to her/his original work (job) and workplace”, section 51a, section 53(1) consisting in the wording “it is prohibited to give notice of termination to an employee during the protection period” and (d), section 54(b) consisting in the wording “this shall not apply to a pregnant employee or to an employee who is on maternity leave or to a male employee who is on parental leave within the period for which a female employee is entitled to take maternity leave”, section 54(c) consisting in the wording “unless it concerns a female employee on maternity leave or a male employee on parental leave within the period for which a female employee is entitled to take maternity leave“, section 54(d) with the wording “a pregnant female employee, a female employee on maternity leave or a male employee or a female employee taking parental leave”, sections 62 to 64, section 78(1)(a) to (f), (j), (k) and (m) consisting in the wording “average weekly working hours may not exceed the standard weekly working hours”, and in the wording “for a maximum period of 26 consecutive weeks” and in the sentence “Only a collective agreement may determine this period in a maximum length of 52 consecutive weeks”, section 79(1), section 79a, section 85(4) consisting in

the wording “average weekly working hours fulfilled within the settlement period determined by the employer, however not longer than the period laid down in section 78(1)(m)”, section 86(3) and (4), section 88(1) and (2), section 90, section 90a, section 92(1), (3) and (4), section 93(2)(second sentence) and (4), section 93a(1) to (3) and (5), section 94, section 96(1)(a)(points 1. and 3.) and (2), section 101, section 102, section 103(1)(a) to (h), (j) and (k)(to the end of the first subsection), (2) to (5), section 104, section 105(1) consisting in the wording “An employer in whose business an industrial injury (accident at work) occurs is obliged to clarify the causes and circumstances of the occurrence of the injury (accident)”, section 106(1) to (4), (a), (c), (d), (f) and (g), section 108(2), (3), (6) and (7), section 110(1), section 113(4), section 136(2), section 191 consisting in the wording “The employer shall excuse absence of an employee from work during a period of taking care of a (sick) child whose age is below 10 years or of another household member in the instances laid down in section 39 of the Employee Sickness Insurance Act or due to a reason that a natural person (an individual) who otherwise takes care of a child could not take care of the child because this person underwent a medical examination or treatment at a medical services provider and this could not be arranged outside the employee's working hours”, section 195, section 196, section 197(3) consisting in the wording “Parental leave pursuant to subsection (1) is due as of the date when the child has been taken into foster care until the date when the child reaches the age of three years” and in the wording “parental leave is due (is granted)”, section 197(3)(second and third sentences), section 198(1) to (4) as regards parental leave, section 199(1), section 203(2)(a), section 213(1), section 217(4) as regards parental leave, section 218(1), section 222(2), section 229(1) consisting in the wording “vocational (professional) practice shall be considered as performance of work for which an employee is entitled to wage or salary”, section 238(1) and (2), section 239, section 240(1), section 241(1) and (2), section 245(1), section 246(2)(first sentence), section 276(1)(first sentence) and (2) to (6) and (8), section 277 consisting in the wording “The employer shall create, at own cost, the conditions which will enable the employee representatives the proper exercise of their function (activity)”, section 278(1) to (3), (4)(second and third sentences), section 279(1)(a), (b), (e) to (h) and (3), section 280(1)(a) to (f), section 281(5), sections 288 to 299, section 308(1)(introductory wording) and (b), section 309(4) and (5), section 316(4) consisting in the wording “The employer may not require from an employee in particular the information on” and (a), (c), (d), (e), (g) and (h) and further the wording “this shall not apply if there is a factual ground consisting in the nature of work to be performed and if this requirement is adequate”, section 319, section 338(2) and (3), section 339(1)(introductory wording) and (2), section 339a, section 340, section 345a, section 346b(4) and section 350(2) [with reference to section 4b(1)(second sentence)].

PART FOURTEEN TRANSITORY AND FINAL PROVISIONS

CHAPTER I TRANSITORY PROVISIONS

Section 364

(1) Labour (industrial) relations having arisen before 1 January 2007 shall also be governed by this Code, unless otherwise provided in this Code.

(2) Legal acts concerning the creation, modification and termination of an employment relationship, an agreement to complete a job or an agreement to perform work as well as other legal acts made before 1 January 2007, even if their legal effects occur only after this date, shall be governed by the hitherto statutory provisions.

(3) Employment relationships based on an election or appointment under the hitherto statutory provisions shall be considered as employment relationships based on an employment contract; however this shall not apply to an employment relationship of the following:

- (a)** the head of a government agency (Note 7);
- (b)** the head official or the head of a certain authority or office (Note 104);
- (c)** the head of a government agency branch (Note 7);
- (d)** the director of a state enterprise (Note 13);
- (e)** the head (manager) of a state enterprise branch (Note 13);
- (f)** the head of a state fund if it is headed by an individual (Note 14);
- (g)** the head of an organization receiving contributions from the state (public) budget (Note 15);
- (h)** the head (manager) of a branch (an establishment) of an organization receiving contributions from the state (public) budget (Note 15);
- (i)** the director (schoolmaster) of a school which is a legal entity (Note 16); and
- (j)** where appointment to office is governed by another Act.

(4) The rights (entitlements) from an industrial injury which occurred before the legal force of the statutory regulation of employees' accident insurance and the rights from an occupational disease having been ascertained before the legal force of the statutory regulation of employees' accident insurance, the rights to compensation of damage (damages, indemnity) on which a final ruling was passed or on which an agreement was concluded or in respect of which compensation was being provided before the legal force of the statutory regulation of employees' accident insurance, shall be governed by the hitherto statutory provisions.

(5) Compensation for damage from an industrial injury having occurred before the legal force of the statutory regulation of employees' accident insurance or compensation for damage from an occupational disease having been ascertained before the legal force of the statutory regulation of employees' accident insurance, and which was not being provided, shall be governed by the hitherto statutory provisions. In these cases, compensation for damage shall be provided by the body being competent to do so under the statutory regulation of employees' accident insurance.

(6) The rights (entitlements) from an industrial injury having occurred before 1 January 1993 or the rights from an occupational disease having been ascertained before 1 January 1993 to compensation for damage on which a final ruling was passed or on which an agreement was concluded or in respect of which compensation was being provided, and the satisfaction of which is not covered by the statutory employer's liability insurance (for damage in respect of an industrial injury or an occupational disease under the Labour Code, No. 65/1965 Coll., as amended) or by the mandatory contractual insurance (under other statutory provisions), shall be governed by the hitherto statutory provisions, unless otherwise provided in this Code.

(7) Compensation for a loss of earnings after the termination of incapacity for work and compensation for the cost of survivors' maintenance that is relevant (appropriate) at the day preceding the date when the statutory regulation of employees' accident insurance comes into legal force shall be regarded as an accident annuity and a survivor's accident annuity under the regulation of employees' accident insurance as of the date when the statutory regulation of employees' accident insurance takes legal effect; the amount of an accident annuity or a survivor's accident annuity may not be less than compensation for a loss of earnings after the termination of incapacity for work or compensation for the cost of survivors' maintenance to which the injured person or the survivor concerned was entitled at the day preceding the date of legal force of the statutory regulation of employees' accident insurance.

(8) Rights to compensation for damage arisen from an industrial injury which occurred before 1 January 1993, or rights to compensation for damage arisen from an occupational disease which was diagnosed before 1 January 1993 if a final ruling on the said rights was passed or an agreement on them was concluded or compensation for damage arisen therefrom was being provided and where the duty to satisfy such claim passed to the State (Government) before the date of legal force of the statutory regulation concerning employees' accident insurance shall be governed by the hitherto statutory provisions; compensation for a loss of earnings after the termination of incapacity for work and compensation for the cost of maintenance of survivors at the day preceding the date of legal force of the statutory regulation concerning employees' accident insurance shall be regarded as accident annuity and a survivor's accident annuity under the statutory regulation of employees' accident insurance. The amount of accident annuity and a survivor's accident annuity may not be lower than the amount of compensation for a loss of earnings after the termination of incapacity for work or compensation for the cost of maintenance of survivors as such compensation was due to the injured or the survivor concerned at the day preceding the date of legal force of the statutory regulation of employees' accident insurance.

(9) Rights to compensation for damage arisen from an industrial injury which occurred before 1 January 1993 or rights to compensation for damage arisen from an occupational disease which was diagnosed before 1 January 1993 if a final ruling on the said rights was passed or an agreement on them was concluded or compensation for damage was provided, where their satisfaction is not covered by the statutory employers' liability insurance under the Labour

Code, No. 65/1965 Coll., in the wording of Act No. 231/1992 Coll., or statutory contractual insurance under other statutory provisions, and if the employer's undertaking is wound up, shall be satisfied by such employer (undertaking) determined thereto by the body having decided on the winding-up of the original employer's undertaking. In the case of winding-up which is connected with going into liquidation, the duty pursuant to the first sentence shall be passed to the liquidator, or to the State (Government). Where the duty to satisfy the rights pursuant to the first sentence arose after legal force of the statutory regulation of employees' accident insurance, the satisfaction of the said rights shall be governed by the statutory regulation of employees' accident insurance. Compensation for a loss of earnings after the termination of incapacity for work and compensation for survivors' cost of maintenance at the date preceding the day of legal force of employees' accident insurance shall be regarded as accident annuity and survivor's accident annuity as of the day of the legal force of the statutory regulation of employees' accident insurance; its amount may not be lower than the amount of compensation for a loss of earnings after the termination of incapacity for work or compensation for the maintenance cost of survivors as it was due to the injured or the survivor at the date preceding the day of legal force of the statutory regulation of employees' accident insurance.

Division 1
Liability of an Employer for Damage
(Industrial Injuries and Occupational Diseases)

Subdivision 1
Common Provisions

Section 365

(1) As of legal force of this Code until legal force of the statutory regulation of employees' accident insurance, the employers' liability for damage caused by industrial injuries and occupational diseases shall be governed by sections 272 to 274 and the provisions of this Chapter and 205d of the Labour Code, No. 65/1965 Coll. (as amended by Acts No. 231/1992 Coll., No. 74/1994 Coll., No. 220/2000 Coll.) and by Decree No. 125/1993 Coll. , as amended.

(2) Administrative overhead costs of an insurance company relating to statutory employer's liability insurance (policy) covering compensation in connection with an industrial injury or occupational disease shall amount to 9% of total sum of premiums paid by employers within a calendar year.

Subdivision 2
Scope of Liability

Section 366

(1) The employer shall be liable to his employee for damage arisen from an industrial injury if such damage arose in performance of working tasks or in direct connection therewith.

(2) The employer shall be liable to his employee for damage arisen from an occupational disease if before its ascertainment the employee was last working at the employer's undertaking under the conditions from which the employee's occupational disease arose.

(3) A disease which arose before its inclusion in the list of occupational diseases shall be compensated as an occupational disease from the time of its inclusion in the said list and retroactively for a maximum period of three years before the inclusion of such disease in the said list.

(4) The employer shall be liable to compensate damage even if he fulfilled the duties arising from the statutory provisions and regulations for safeguarding occupational safety and health at work unless the employer relieves himself, fully or partially, from his liability.

Section 367

(1) The employer shall be fully relieved from his liability if the employer proves that:

(a) the afflicted employee, through own fault, violated statutory provisions and other regulations or instructions concerning occupational safety and health although he was properly acquainted with them and their knowledge and observation were systematically required and checked, or

(b) due to drunkenness of the afflicted employee or due to the employee's abuse of addictive substances, the employer could not prevent such damage,

and that such fact was the only cause of damage.

(2) The employer shall be partly relieved from his liability for damage if the employer proves that:

(a) damage arose due to the facts pursuant to subsection (1)(a) and/or (b) and these facts were one of the causes of such damage;

(b) damage arose because the employee acted contrary to normal conduct and although he did not violate the relevant statutory provisions and other regulations or instructions for safeguarding occupational safety and health at work, he acted recklessly, and considering his qualification and experience, he must have been aware that he could cause damage (harm) to his health. However, common carelessness and conduct arising from risks of such employee's work may not be considered as recklessness.

(3) Where the employer is partially relieved from his liability, the employer shall determine such part of damage for which the employee concerned is liable with regard to the degree of his fault; however in the case pursuant to subsection (2)(b), the employer shall settle at least one third of the damage.

(4) In considering whether an employee violated statutory provisions and other regulations on safeguarding occupational safety and health, the employer may not plead (as a defence) general provisions under which everyone should act in such a manner so as not to put one's health and health of others at risk.

Section 368

The employer may not be relieved from his liability, fully or partly, in the case that the employee sustained an industrial injury when he was averting some imminent danger to

the employer's property or direct threat to life or health provided that the employee did not wilfully cause such situation.

Subdivision 3 Types of Compensation

Section 369

(1) Where an employee has sustained an industrial injury or has been diagnosed as having an occupational disease, he shall be compensated by his employer, within the scope for which the employer is liable, for:

(a) a loss of earnings;

(b) pain and lesser (aggravated) employability;

(c) the purposefully incurred costs related to medical treatment;

(d) material damage; the provision of section 265(3) shall apply thereto.

(2) Without undue delay, the employer shall consult the manner and the amount of compensation with the trade union organization and the employee.

Section 370 Compensation for a Loss of Earnings During Incapacity for Work

(1) An employee shall be entitled to compensation for a loss of earnings for a period of incapacity for work in an amount equal to the difference between his average earnings before the occurrence of damage caused by an industrial injury or an occupational disease and the full amount of his compensatory wage(s) or salary pursuant to section 192 and full sickness benefit. The employee shall be entitled to compensation for a loss of earnings (pursuant to the first sentence) up to his average earnings before the occurrence of damage and this shall also apply to the period of the first three calendar days of his incapacity to work (sick leave) when he is otherwise not entitled to sickness benefits (Note 105) or when he is otherwise not entitled [under section 192(1)(second sentence after semicolon)] to compensatory wage or salary.

(2) Compensation for a loss of earnings pursuant to subsection (1) shall be due to the employee even in the case of his further (another) incapacity for work due to the same industrial injury or occupational disease. Average earnings before the occurrence of damage pursuant to the first sentence shall be the employee's average earnings before the occurrence of this further damage. Where before the occurrence of this further damage the employee was entitled to compensation for a loss of earnings after the termination of his incapacity for work, compensation for a loss of earnings pursuant to subsection (1) shall be provided to the employee up to the amount to which he would have been entitled after the termination of incapacity for work had he not been unfit for work again. Earnings after an industrial injury or after ascertainment of an occupational disease shall mean compensatory wage(s) or salary pursuant to section 192 and sickness benefit.

Section 371

Compensation for a Loss of Earnings after the Termination of Incapacity for Work

- (1) After the termination of incapacity for work or on recognition of full or partial disability the employee shall be entitled to compensation for a loss of earnings in an amount of the difference between his average earnings before the occurrence of damage and the earnings attained after the industrial injury or after the ascertainment (diagnosis) of an occupational disease, including, if appropriate, full or partial disability pension paid to him due to the same cause. Neither a reduction in full or partial disability pension benefit due to the employee's concurrent entitlement to some other pension insurance benefit under the pension insurance statutory provisions nor the employee's earnings resulting from his increased work efforts shall be thereby taken into consideration.
- (2) The employee shall also be entitled to compensation for a loss of earnings pursuant to subsection (1) in the case of incapacity for work due to a reason (cause) other than his original industrial injury or occupational disease; earnings after an industrial injury or the ascertainment of an occupational disease shall mean to be those earnings on which the amount of sickness benefit is calculated.
- (3) After the termination of incapacity for work or on the recognition of full or partial disability pursuant to subsection(1), the employee, who is entered in the registry of job seekers, shall also be entitled to compensation for a loss of earnings; earnings after an industrial injury or after the ascertainment of an occupational disease shall mean earnings in the amount of the minimum wage (section 111). Where after termination of incapacity for work the employee had been receiving compensation for a loss of earnings before he became a job seeker, he is entitled to such compensation in the amount to which his right arose during his employment relationship.
- (4) Where the employee, due to his fault, attains earnings lower than the other employees carrying out the same work or work of the same type for the same employer (undertaking), average earnings attained by the other employees shall be considered as the earnings of this employee who is after an industrial injury or whose occupational disease has been diagnosed.
- (5) The employee, who without serious reasons refuses to take up work which the employer has arranged for him, shall be entitled to compensation for a loss of earnings pursuant to subsection (1) only in an amount of the difference between his average earnings before the occurrence of the damage and the average earnings which he could have attained by performing work having been arranged for him. The employer shall not compensate to the employee damage up to the amount which the employee failed to earn without any good reason.
- (6) The employee shall be entitled to compensation for a loss of earnings after the termination of incapacity for work, however at the utmost until the end of the calendar month when he attains the age of 65 years or until the date of award of his old-age retirement pension benefit (paid from statutory pension insurance).

Section 372

Compensation for Pain and Lesser Employability

- (1) Compensation for pain and lesser (aggravated) employability shall be paid as a lump sum.

(2) The Ministry of Health in agreement with the Ministry of Labour and Social Affairs shall lay down in a Decree the amount of up to which such compensation may be provided and the manner of its determination in individual cases.

Section 373
Purposefully Incurred Costs Related to Medical Treatment

Purposefully incurred costs related to medical treatment shall be compensated to the person having incurred such costs.

Section 374

Damage under this Code shall not be a potential loss of pension benefit(s).

Subdivision 4
Types of Compensation on Death of an Employee

Section 375

(1) Where an employee dies as a consequence of an industrial injury or an occupational disease, the employer shall, within the scope of his liability:

- (a) compensate purposefully incurred costs connected with the employee's medical treatment;
- (b) compensate adequate costs connected with the employee's funeral;
- (c) compensate the costs of the survivors' maintenance;
- (d) provide lump-sum indemnification to the survivors;
- (e) provide compensation for material damage; the provision of section 265(3) shall apply thereto.

(2) The rights pursuant to subsection (1) shall not depend on the fact whether the employee before his death claimed his rights to compensation for damage (damages) within the fixed time-limit.

Section 376
Compensation for Purposefully Incurred Costs Connected with Medical Treatment and Funeral

(1) Compensation for purposefully incurred costs connected with medical treatment and compensation for adequate costs connected with the funeral shall be provided to the person who incurred the said costs. The adequate costs connected with the funeral shall be reduced by the funeral grant (funeral allowance) provided under other statutory provisions.

(2) Compensation for adequate costs connected with the funeral shall be expense charged by the undertaker concerned, cemetery charges, the cost of a tombstone up to at least CZK 20,000, or the cost of a modification of a tombstone, travel expenses and one-third of the cost of common mourning clothes to close persons.

(3) The Government may increase, by its Decree, the limit for compensation of the tombstone cost pursuant to subsection (2) in accordance with the changes in the price level.

Section 377 **Compensation for the Cost of Survivors' Maintenance**

(1) Compensation for the cost of survivors' maintenance shall be due to those survivors whom the deceased maintained, or was under the duty to maintain, until the time until which he would have been under such duty, however latest until the end of the month when the deceased would have reached the age of 65 years.

(2) Compensation for the cost pursuant to subsection (1) shall be due to the survivors in the amount of 50% of the deceased employee's average earnings, as ascertained before his death, if he maintained, or was under the duty to maintain, one person, or 80% of his average earnings if he maintained, or was under the duty to maintain, two or more persons. The amounts due to individual survivors shall be reduced by the pension benefit awarded to the survivors. The earnings of the survivors shall not be taken into consideration.

(3) The compensation for the cost of the survivors' maintenance shall be based on the deceased employee's average earnings; the compensation for the cost of all the survivors' maintenance may not, in total, exceed the amount which the deceased employee would have been granted as compensation for a loss of earnings pursuant to section 371, and may not be provided longer than the compensation would have been paid to the deceased employee pursuant to section 371(6).

Section 378 **Lump-Sum Indemnification to Survivors**

(1) Indemnification in the form of a lump sum shall be due to the deceased employee's spouse or maintained child where each of them will be paid at least CZK 240,000; if the deceased employee's parents lived with the deceased in one household, they shall be paid in total at least CZK 240,000. Even in the case that only one parent lived with the deceased in one household, lump sum indemnification at least in the amount of CZK 240,000 shall be paid to this parent.

(2) The Government may increase, by its Decree, the amount of the lump-sum indemnification in accordance with the changes in wages and living costs.

Section 379 **Compensation for Material Damage**

Compensation for material damage shall be due to the deceased employee's heirs.

Subdivision 5 **Joint and Specific Provisions on Liability for Damage**

Section 380

(1) For the purposes of this Code, "industrial injury" („pracovní úraz“) shall mean damage (harm) to an employee's health or an employee's death if it occurred independently of his will,

and was caused by a short-term, sudden and violent impact of extraneous forces (influences) during his performance of working tasks or in direct connection therewith.

(2) An injury which an employee sustained in connection with performance of his working tasks shall also be regarded as an industrial injury.

(3) An injury which occurred to an employee during his journey to work and back home shall not be considered as an industrial injury.

(4) Occupational diseases shall be diseases which are laid down in other statutory provisions.

Section 381

Compensation for a loss of earnings during an employee's incapacity for work and compensation for a loss of earnings after the termination of an employee's incapacity for work for the same cause are separate rights (i.e. they are not concurrent entitlements).

Section 382

(1) When average earnings are ascertained for the purposes of compensation for damage (indemnification) relating to industrial injuries or occupational diseases, the decisive (reference) period shall be the preceding calendar year if this decisive period is more advantageous for the employee concerned.

(2) Compensation for a loss of earnings and compensation for the cost of survivors' maintenance shall be paid out by the employer regularly once per month, unless otherwise agreed by the parties.

Section 383

Where the employer's liability for damage concerning industrial injuries and/or occupational diseases is limited, section 367 shall apply.

Section 384

(1) The employer who compensated damage to the injured person is entitled to claim compensation for such damage (i.e. damages) from the person who, under the Civil Code, is liable for the said damage, and the scope of claim shall correspond to the degree of that person's liability towards the injured person, unless otherwise agreed in advance.

(2) Where compensation for damage with regard to an occupational disease is concerned, the employer who compensated such damage, is entitled to compensation from all employers for whom the afflicted employee was working under the conditions which caused the employee's occupational disease, and this compensation must be in proportion to the length of time for which the employee was working for them under the said conditions.

(3) Where damage to health other than an industrial injury or an occupational disease is involved, the manner and scope of compensation for it shall be subject to the provisions on industrial injuries.

Section 385

If the employee who at the time when he sustained an industrial injury or when his occupational disease was diagnosed was employed in two or more employment relationships or worked on the basis of an agreement on work performed outside an employment relationship, the amount of compensation for a loss of earnings shall be calculated on the basis of his average earnings attained in all such labour relationships with regard to the time for which these labour relationships could last.

Section 386

(1) An employee, who sustained an industrial injury or whose occupational disease was ascertained while he was employed in a fixed-term employment relationship or while he carried out work on the basis of an agreement concluded for a fixed term, shall be entitled to compensation for a loss of earnings only until the time when his labour relationship was due to terminate.

(2) Where a recipient of old-age (retirement) pension benefit or disability pension benefit sustains an industrial injury or his occupational disease is diagnosed, he is entitled to compensation for a loss of earnings while his employment continued provided that he did not stop being employed due to a reason unrelated to his industrial injury or occupational disease; where he does not work due to reasons (causes) relating to his industrial injury or occupational disease, he is entitled to compensation for a loss of earnings for the period for which, with regard to his state of health prior to the industrial injury or occupational disease, he could be expected to work. The provision of section 371(6) shall apply thereto.

Section 387

(1) "A journey to and from work" shall mean a journey from an employee's home (accommodation) to the point of entry into the employer's premises or to another place determined for performance of working tasks and a return journey; in respect of employees in forestry, agriculture and construction (civil engineering), it shall further include a journey to the determined place of assembly and a return journey to such place (point).

(2) A journey from the municipality (village), where an employee has his home address, to the place of work or to his (temporary) accommodation in another municipality (village) (unless it is concurrently the municipality of his regular workplace) and a return journey shall be regarded as an act that is necessary prior to the beginning of work and after its conclusion.

Section 388

In exceptional cases, the court may adequately increase the amount of compensation (indemnification) laid down in the implementing Decree [section 372(2)].

Section 389

An employee's rights to compensation for a loss of earnings due to an industrial injury or an occupational disease or some damage (harm) to health other than an industrial injury or occupational disease and the rights to the compensation of the cost of survivors' maintenance

shall not become statute-barred. However, the rights to individual payments arising therefrom shall become statute-barred.

Section 390

(1) Where the facts which were decisive for the determination of compensation for damage to the injured person significantly change, the injured person and the employer may demand that their rights and duties (obligations) be modified (altered) as appropriate.

(2) The Government may amend the conditions, the amount (level) and manner of providing compensation for a loss of earnings to employees after termination of their incapacity for work arisen from an industrial injury or an occupational disease with regard to changes in wages; this shall also apply to compensation of the cost of survivors' maintenance.

Section 391

(1) Pupils (students) of a secondary school, conservatoire (conservatory) and language school (where state examinations in languages can be passed) or students of a higher vocational school are liable for damage which they caused during theoretical lessons or practical training, or in direct connection therewith, and they bear this liability towards the legal entity running the school or school establishment or towards the legal entity or individual in whose workplaces (premises) practical training takes place. Where pupils (students) caused damage within the framework of educational process outside their lessons at a school establishment (facility), they bear liability towards the legal entity running this establishment (facility). Students of universities are liable to their university for damage which they caused during lessons or practical training within the curriculum provided by the university, or in direct connection therewith. Where during lessons (lectures) or practical training, or in direct connection therewith, damage was caused at the premises of another legal entity or individual, students bear liability towards this legal entity or individual in whose premises lessons (lectures) or practical training took place.

(2) Liability for damage caused to pupils of elementary schools or artistic elementary schools during lessons, or in direct connection therewith, is borne by the legal entity running the school; where damage is caused to pupils during educational process (activity) outside lessons, or in direct connection therewith in a school establishment (facility), liability for this damage is borne by the legal entity operating the school establishment (facility).

(3) The relevant legal entity running a school (school entity) is liable for damage to pupils (students) of secondary schools, conservatories and language schools (where state examinations in languages can be passed) and students of higher vocational schools if such damage was caused by a breach of legal duties or by an injury during theoretical lessons or practical training, or in direct connection therewith, within the school premises. Where damage was caused during practical training, or in direct connection therewith, at the premises of another legal entity or individual, this legal entity or individual is liable for such damage. Where damage was caused to pupils (students) during educational activity outside lessons, or in direct connection therewith, in a school facility, the legal entity operating the school facility is liable for this damage. Where an establishment of the State (Government) operates a school or school facility, this establishment is liable for damage in the name of the State (Government).

(4) The relevant university is liable to students for damage which was caused to them by a breach of statutory duties (on the part of the university) or by an injury during lectures or practical training, or in direct connection therewith, within the curriculum provided by the university. Where damage occurred during lectures or practical training, or in direct connection therewith, within the premises of another legal entity or individual, this legal entity or individual shall bear liability for the damage.

(5) The relevant legal entity running a school establishment (facility) is liable to any individual in institutional care for damage which was caused by a breach of statutory duties or by an injury.

Section 392

(1) Where individuals (natural persons) exercise public office or officials of trade union organizations exercise their (trade union) activities and damage occurs while they exercise their office or in direct connection therewith, the liability shall be borne by the entity on behalf of which they exercise their office; the said individuals and officials are then liable for damage towards the entity (person) on behalf of which they exercise their office.

(2) The person (entity or natural person) in whose premises disabled persons are trained for their occupation under other statutory provisions (without being in an employment relationship) shall be liable to these disabled persons for damage caused to them by an industrial injury during the said training.

Section 393

(1) Members of voluntary fire-fighting corps of a municipality and mine rescue corps if they sustain an injury during their activity in the said corps shall be entitled to compensation for damage. The liability shall be borne by the entity in respect of which these corps have been established.

(2) Individuals (natural persons) who help during an extraordinary event (disaster) or during the removal of its consequences in response to an appeal by central administrative authorities (agencies) or local authorities or the chief of an emergency squad, and in accordance with the instructions, or with the knowledge of the relevant authority or the chief of such emergency squad, and who sustain an injury, shall be entitled to compensation. The liability shall be borne by the relevant central administrative authority (agency) or local authority, unless otherwise provided in another Act.

(3) Individuals, who carry out voluntary tasks within the framework of activities organized by local authorities (e.g. in improving surroundings) and who sustain an injury, shall be entitled to compensation. The liability shall be borne by the person (entity) for which they were working when the injury occurred.

(4) Where an injury occurs, during performance of relevant tasks, to cooperative members (working for their cooperative), the Red Cross health care personnel, blood donors during blood taking, and to members of the Mountain Rescue Service as well as to individuals who at the request of the Mountain Rescue Service and under its instructions assist during some rescue operation in the field, and to individuals who perform voluntary social security care service or to individuals who are authorized by their employer to exercise some office or to

carry out some activity, these individuals are entitled to compensation. The liability for damage shall be borne by the entity for which the individuals exercised their activity.

Division 2
Statutory Provisions on Compensatory Wage, Salary or Remuneration

Section 393a

(1) The provisions of section 57, 66(1)(second sentence), 192 to 194 shall be first applied as of the day when the Sickness Insurance Act No. 187/2006 Coll. takes effect.

(2) Where a temporary incapacity for work occurred, or where quarantine was ordered before the day on which the Sickness Insurance Act, No. 187/2006 Coll., takes effect, compensatory wage, salary or remuneration pursuant to relevant agreement to perform work, as laid down in sections 192 to 194, shall not be due to the employee for a period of such temporary incapacity for work (sick leave) or quarantine.

Division 3
Implementing Statutory Provisions (Regulations)

Section 394

(1) Until the promulgation of implementing statutory provisions (regulations) with regard to sections 104(6), 105(7), 137(3), 189(6), 238(2) and 246(2) and (4), the following Decrees shall apply:

- (a) Government Decree No. 495/2001 Coll. (concerning personal protective aids, washing agents, detergents and disinfectants);
- (b) Government Decree No. 447/2000 Coll. (concerning the regulation of funds for salaries and standby remuneration);
- (c) Government Decree No. 494/2001 Coll., as amended (concerning keeping records of industrial injuries and relevant reporting);
- (d) Government Decree No. 469/2002 Coll., as amended (concerning occupational qualifications and remuneration conditions in public administration and services);
- (e) Government Decree No. 289/2002 Coll., as amended (regarding the supply of information to the Salary Information System);
- (f) Government Decree No. 62/1994 Coll., as amended (concerning reimbursement of certain expenses to employees posted abroad if such employees are employed by budgetary and similar organizations);
- (g) Decree No. 288/2003 Coll. (laying down those types of work and workplaces prohibited to pregnant employees, breastfeeding employees and mothers until the end of the ninth month after childbirth and to adolescents, and laying down the conditions under which adolescents may carry out those types of work for the purpose of their occupational training).

(2) Until legal force of the regulation of accident insurance, procedure under Decree No 440/2001 Coll., as amended, on compensation for pain and aggravation of employability shall apply.

CHAPTER II FINAL PROVISIONS

Section 395

The following are hereby repealed:

1. Labour Code, No. 65/1965 Coll.;
2. Act No. 153/1969 Coll.;
3. Act No. 72/1982 Coll.;
4. Act No. 111/1984 Coll.;
5. Act No. 22/1985 Coll.;
6. Act No. 52/1987 Coll.;
7. Act No. 231/1992 Coll.;
8. Act No. 74/1994 Coll.;
9. Act No. 220/1995 Coll.;
10. Act No. 1/1992 Coll.;
11. Act No. 119/1992 Coll.;
12. Act No. 44/1994 Coll.;
13. Act No. 125/1998 Coll.;
14. Act No. 36/2000 Coll.;
15. Act No. 475/2001 Coll.;
16. Government Decree No. 108/1994 Coll.;
17. Government Decree No. 461/2000 Coll.;
18. Government Decree No. 342/2004 Coll.;
19. Government Decree No. 516/2004 Coll.;

20. Government Decree No. 252/1992 Coll.;
21. Government Decree No. 77/1994 Coll.;
22. Government Decree No. 333/1993 Coll.;
23. Government Decree No. 308/1995 Coll.;
24. Government Decree No. 356/1997 Coll.;
25. Government Decree No. 318/1998 Coll.;
26. Government Decree No. 132/1999 Coll.;
27. Government Decree No. 312/1999 Coll.;
28. Government Decree No. 163/2000 Coll.;
29. Government Decree No. 430/2000 Coll.;
30. Government Decree No. 437/2001 Coll.;
31. Government Decree No. 560/2002 Coll.;
32. Government Decree No. 464/2003 Coll.;
33. Government Decree No. 700/2004 Coll.;
34. Government Decree No. 303/1995 Coll.;
35. Government Decree No. 320/1997 Coll.;
36. Government Decree No. 317/1998 Coll.;
37. Government Decree No. 131/1999 Coll.;
38. Government Decree No. 313/1999 Coll.;
39. Government Decree No. 162/2000 Coll.;
40. Government Decree No. 429/2000 Coll.;
41. Government Decree No. 436/2001 Coll.;
42. Government Decree No. 559/2002 Coll.;
43. Government Decree No. 463/2003 Coll.;
44. Government Decree No. 699/2004 Coll.;

45. Government Decree No. 330/2003 Coll.;
46. Government Decree No. 637/2004 Coll.;
47. Article I of Government Decree No. 213/2005 Coll.;
48. Government Decree No. 307/2005 Coll.;
49. Government Decree No. 537/2005 Coll.;
50. Decree (Regulation) No. 140/1968 Coll.;
51. Decree (Regulation) No. 197/1994 Coll.;
52. Decree (Regulation) No. 172/1973 Coll.;
53. Decree (Regulation) No. 75/1967 Coll.;
54. Decree (Regulation) No. 45/1987 Coll.;
55. Decree (Regulation) No. 95/1987 Coll.;
56. Decree (Regulation) No. 96/1987 Coll.;
57. Decree (Regulation) No. 108/1989 Coll.;
58. Decree (Regulation) No. 104/1993 Coll.;
59. Decree (Regulation) No. 275/1993 Coll.;
60. Decree (Regulation) No. 18/1991 Coll.;
61. Decree (Regulation) No. 367/1999 Coll.

Section 396 **Legal Force**

(1) This Code shall take legal force on 1 January 2007.

(2) The provision of section 238(1) shall cease to apply on the day when the renouncement of the International Labour Organization's Underground Work (Women) Convention No. 45 of 1935 (No. 441/1990 Coll.) comes into force.

Amendments:

Act No. 585/2006 Coll. took effect on 31 December 2006;

Act No. 181/2007 Coll. took effect on 1 August 2007;

Act No. 261/2007 Coll. took effect on 1 January 2008;

Act No. 296/2007 Coll. took effect on 1 January 2008;

Act No. 362/2007 Coll. took effect on 1 January 2008;

Judgment of the Constitutional Court No. 116/2008 Coll. took effect on 14 April 2008;

Act No. 121/2008 Coll. took effect on 1 July 2008;

Act No. 126/2008 Coll. took effect on 1 July 2008;

Act No. 294/2008 Coll. took effect on 1 October 2008;

Act No. 305/2008 Coll. took effect on 1 January 2009;

Act No. 306/2008 Coll. took effect on 1 January 2010;

Act No. 382/2008 Coll. took effect on 1 January 2009;

Act No. 286/2009 Coll. took effect on 1 November 2009;

Act No. 320/2009 Coll. took effect on 14 September 2009;

Act No. 326/2009 Coll. took effect on 24 September 2009;

Decree No. 462/2010 Coll. took effect on 1 January 2010;

Act No. 347/2010 Coll. took effect on 1 January 2011;

Decree No. 377/2010 Coll. took effect on 1 January 2011;

Act No. 427/2010 Coll. took effect on 1 January 2011;

Act No. 73/2011 Coll. took effect on 1 April 2011;

Act No. 180/2011 Coll. took effect on 1 July 2011;

Act No. 185/2011 Coll. took effect on 8 July 2011;

Act No. 341/2011 Coll. took effect on 1 January 2012;

Act No. 364/2011 Coll. took effect on 1 January 2012;

Act No. 365/2011 Coll. took effect on 1 January 2012;

Act No. 367/2011 Coll. took effect on 1 January 2012;

Act No. 375/2011 Coll. took effect on 1 April 2012;

Decree No. 429/2011 Coll. took effect on 1 January 2012;

Act No. 466/2011 Coll. took effect on 30 December 2011.

TRANSITORY PROVISIONS OF AMENDING ACTS

Transitory Provisions of Act No. 362/2007 Coll.

1. Labour relations arisen before the effective date of this Act (No. 362/2007 Coll.) shall be regulated by Act No. 262/2006 Coll., as subsequently amended and also as amended by this Act; however legal acts made before the effective date of this Act shall be regulated by the hitherto statutory provisions even when their effects occur only after the day when this Act takes legal force.
2. The right to redundancy payment (severance payment) on the side of an employee who was given notice (of termination) due to reasons stated in section 52(d) of the Labour Code in its wording until the effective date of this Act or on the side of an employee with whom an agreement on termination of his employment relationship was made due to the same reasons before the date of entry of this Act into force, shall be governed by the hitherto statutory provisions, contracts, agreements and internal rules (internal regulations) pursuant to section 305 of the Labour Code in its effective wording until the date of this Act taking legal force.
3. Where an employee was given notice or where an agreement on termination of his employment relationship was made before the date of this Act coming into force, the employee's obligation to refund redundancy payment (severance payment) if, after the said termination of his employment relationship, he performs work for his hitherto employer in a labour relationship pursuant to section 3 (second sentence) of the Labour Code in the effective wording until the date of this Act (No. 362/2007 Coll.) taking force shall be governed by hitherto statutory provisions, agreements, contracts and internal regulations (rules) pursuant to section 305 of the Labour Code in the wording effective until the date of this Act (No. 362/2007 Coll.) coming into force.

Transitory Provision of Act No. 294/2008 Coll.

Additionally agreed overtime work in the health care sector (section 93a) may only be performed within a period from the effective date of this Act (1 October 2008) until 31 December 2013.

Transitory Provision of Act No. 326/2009 Coll.

Where the first three days of a period of temporary incapacity for work for which there is no entitlement to compensatory wage or salary (section 192) did not lapse until 30 June 2009, the entitlement to compensatory wage or salary during temporary incapacity for work shall be claimed pursuant to section 192(1)(part of the sentence beyond the semicolon) in the wording effective as of 1 July 2009.

Transitory Provisions of Act No. 347/2010 Coll.

1. Where temporary incapacity for work arose or quarantine was ordered before 1 January 2011 and it continues in 2011,

- (a) compensatory wage or salary or compensation for remuneration pursuant to an agreement to perform work is due pursuant to section 192 or section 194 of Act No. 262/2006 Coll., in the wording effective until the date when this Act (No. 347/2010 Coll.) takes legal force, and
 - (b) the length of a period, or a period of the first 14 calendar days, referred to in section 66(1)(second sentence) and in section 192(1)(third and fourth sentences), (5), (6)(first sentence) of Act No. 262/2006 Coll. in the wording effective until the date when this Act (No. 347/2010 Coll.) takes legal force, shall be maintained.
2. Where temporary incapacity for work arose or quarantine was ordered before 1 January 2014 and it still lasts in 2014,
- (a) compensatory wage or salary or compensation for remuneration pursuant to an agreement to perform work is due pursuant to section 192 or section 194 of Act No. 262/2006 Coll. in the wording effective at 31 December 2013, and
 - (b) the length of a period, or a period of the 21 calendar days, referred to in section 66(1)(second sentence) and in section 192(1)(third and fourth sentences), (5) and (6)(first sentence) of Act No. 262/2006 Coll. in the wording effective at 31 December 2013 shall be maintained.

Transitory Provision of Act No. 185/2011 Coll.

Access to supranational information pursuant to sections 288 to 299 in the wording until the effective date of this Act (No. 185/2011 Coll.) shall apply to EU-scale undertakings and EU-scale groups of undertakings with seat in the Czech Republic and to their establishment (branch) located in the Czech Republic

- (a) in respect of which, from 5 June 2009 to 5 June 2011, arrangements (agreements) were concluded or modified pursuant to section 288 to 295 of Act No. 262/2006 Coll. in the wording effective until the date of this Act taking legal force,
- (b) in respect of which arrangements (agreements) pursuant to (a) were modified, supplemented or extended,

with effect until the termination of such arrangements (agreements). However, the provision of section 298a of Act No. 262/2006 Coll. (in the wording effective after the date of this Act taking legal force) shall apply thereto.

Transitory Provision of Act No. 364/2011 Coll.

Where temporary incapacity for work arose or quarantine was ordered before 1 January 2014 and it still lasts in 2014,

- (a) compensatory wage or salary or compensation for remuneration pursuant to an agreement to perform work pursuant to section 192 or section 194 of Act No. 262/2006 Coll. in the wording effective until 31 December 2013, and

(b) the length of a period, or a period of 21 calendar days, referred to in section 66(1)(second sentence) and in section 192(1)(third and fourth sentences), (5) and (6)(first sentence) of Act No. 262/2006 Coll. in the wording effective at 31 December 2013 shall be maintained.

Transitory Provisions of Act No. 365/2011 Coll.

1. Labour relations that were formed before the effective date of this Act (1 January 2012) shall be governed by Act No. 262/2009 Coll. as amended as of the effective date of this Act, however legal acts made before the effective date of this Act shall be governed by the hitherto statutory provisions even if their effects occurs after the date of legal force of this Act (No. 365/2011 Coll.).
2. Notice (of termination) of a collective agreement concluded before the effective date of this Act shall be governed by the hitherto statutory provisions.
3. A period of obstacles to work pursuant to section 35(2) of the Act No. 262/2006 Coll., as amended by this Act, due to which during probationary period an employee does not perform the relevant work and by which his probationary period is extended, shall be governed by the hitherto statutory provision.
4. It is possible to proceed in accordance with a written agreement concluded pursuant to section 39(4) of Act No. 262/2006 Coll., (in the wording effective until the date of legal force of this Act) or in accordance with the internal regulations (internal rules) issued to implement section 39(4) of Act No. 262/2006 Coll., (in the wording effective until the date of legal force of this Act) for no longer than six months from the effective date of this Act.
5. The reason (ground) for notice laid down in section 52(h) of Act No. 262/2006 Coll., as amended by this Act, may not be claimed if breach of regimen prescribed to an insured person who is temporarily unfit for work occurred before the effective date of this Act.
6. Severance pay to which an employee's entitlement arose because he was given notice of termination pursuant to section 52(a) to (c) of Act No. 262/2006 Coll. in the wording effective until the date of legal force of this Act (No. 365/2011 Coll.) or because an agreement on termination of employment relationship was concluded with him on the same grounds as well as severance pay to which an employee became entitled when he immediately terminated his employment relationship pursuant to section 56 of Act No. 262/2006 Coll. in the wording until the effective date of this Act (No. 365/2011 Coll.) shall be governed by the hitherto statutory provisions.
7. A right pursuant to section 69(2) of Act No. 262/2006 Coll., as amended by this Act, may be claimed at the court (with the exception of ineffective termination of an employment relationship) on the basis of a legal act made earliest on the date when this Act takes legal force.
8. The provision of section 209(2) of Act No. 262/2006 Coll., as amended by this Act (No. 365/2011 Coll.), may be applied to cases of partial unemployment that occurred earliest on the date when this Act takes legal force.

9. The cases of partial unemployment, which occurred before the effective date of this Act and on which decision was to be taken in administrative proceedings pursuant to section 209(3) of Act No. 262/2006 Coll. in the wording effective until the date of legal force of this Act (No. 365/2011 Coll.) and on which no final decision was made or on which the proceedings were interrupted, shall be governed by the hitherto statutory provisions.
10. The provisions of section 330 of Act No. 262/2006 Coll., as amended by this Act, shall apply to the cases of termination (discharge) of a right as of the effective date of this Act.
11. The provisions of section 333 of Act No. 262/2006 Coll., as amended by this Act, shall apply to periods that started to run earliest on the effective date of this Act.
12. Transfer of rights and obligations arising from labour relations and transfer of the exercise of rights and obligations arising from labour relations where their effective date occurred before the date of this Act taking legal force shall be governed by the hitherto statutory provisions.

Notes:

Note 1: Council Directive 91/533/EEC of 14 October 1991 on an employer's obligation to inform employees of the conditions applicable to the contract or employment relationship;

Council Directive 98/59/EC of 20 July 1998 on the approximation of the laws of the Member States relating to collective redundancies;

Council Directive 99/70/EC of 28 June 1999 concerning the framework agreement on fixed-term work concluded by ETUC, UNICE and CEEP;

Council Directive 97/81/EC of 15 December 1997 concerning Framework Agreement on part-time work concluded by UNICE, CEEP and the ETUC;

Council Directive 2004/113/EC of 13 December 2004 implementing the principle of equal treatment between men and women in the access to and supply of goods and services;

Council Directive 94/45/EC of 22 September 1994 on the establishment of a European Works Council or a procedure in Community-scale undertakings and Community-scale groups of undertakings for the purposes of informing and consulting employees (as amended by Directive 97/74/EC and Directive 2006/109/EC);

Council Directive 97/74/EC of 15 December 1997 extending, to the United Kingdom of Great Britain and Northern Ireland, Directive 94/45/EC on the establishment of a European Works Council or a procedure in Community-scale undertakings and Community-scale groups of undertakings for the purposes of informing and consulting employees;

Council Directive 2006/109/EC of 20 November 2006 adapting Directive 94/45/EC on the establishment of a European Works Council or a procedure in Community-scale undertakings and Community-scale groups of undertakings for the purposes of informing and consulting employees;

Directive 2002/14/EC of the European Parliament and of the Council of 11 March 2002 establishing a general framework for informing and consulting employees in the European Community;

Article 13 of the Council Directive 2001/86/EC of 8 October 2001 supplementing the Statute for a European company with regard to the involvement of employees;

Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses;

Directive 96/71/EC of the European Parliament and of the Council of 16 December 1996 concerning the posting of workers in the framework of the provision of services;

Council Directive 96/34/EC of 3 June 1996 on the framework agreement on parental leave concluded by UNICE, CEEP and the ETUC;

Directive 2003/88/EC of the European Parliament and of the Council of 4 November 2003 concerning certain aspects of the organisation of working time;

Council Directive 94/33/EC of 22 June 1994 on the protection of young people at work;

Council Directive 91/383/EEC of 25 June 1991 supplementing the measures to encourage improvements in the safety and health at work of workers with a fixed-duration employment relationship or a temporary employment relationship;

Council Directive 89/391/EEC of 12 June 1989 on the introduction of measures to encourage improvements in the safety and health of workers at work;

Council Directive 89/656/EEC of 30 November 1989 on the minimum health and safety requirements for the use by workers of personal protective equipment at the workplace [third individual directive within the meaning of Article 16(1) of Directive 89/391/EEC];

Council Directive 92/85/EEC of 19 October 1992 on the introduction of measures to encourage improvements in the safety and health at work of pregnant workers and workers who have recently given birth or are breastfeeding [tenth individual Directive within the meaning of Article 16(1) of Directive 89/391/EEC];

Council Directive 2010/18/EU of 8 March 2010 implementing the revised Framework Agreement on parental leave concluded by BUSINESSEUROPE, UEAPME, CEEP and ETUC and repealing Directive 96/34/EC;

Directive 2006/54/EC of the European Parliament and of the Council of 5 July 2006 on the implementation of the principle of equal opportunities and equal treatment of men and women in matters of employment and occupation;

Council Directive 2000/43/EC of 29 June 2000 implementing the principle of equal treatment between persons irrespective of racial or ethnic origin;

Council Directive 2000/78/EC of 27 November 2000 establishing a general framework for equal treatment in employment and occupation;

Directive 2002/15/EC of the European Parliament and of the Council of 11 March 2002 on the organisation of the working time of persons performing mobile road transport activities;

Council Directive 2005/47/EC of 18 July 2008 of the Agreement between the Community of European Railways (CER) and the European Transport Workers' Federation on certain aspects of the working conditions of mobile workers engaged in interoperables cross-border services in the railway sector;

Article 15 of Council Directive 2003/72/EC of 22 July 2003 supplementing the Statute for a European Cooperative Society with regard to the involvement of employees;

Directive 2009/38/EC of the European Parliament and of the Council of 6 May 2009 on the establishment of a European Works Council or a procedure in Community-scale undertakings and Community-scale groups of undertakings for the purposes of informing and consulting employees;

Note 2: e.g. Public Service Act, No. 218/2002 Coll., as amended;

Act No. 361/2003 Coll.

Note 3: section 226 of the Commercial Code

- Note 4: repealed
- Note 5: repealed
- Note 6: e.g. Act on Property of the Czech Republic and its Representation in Legal Relations, No. 219/2000 Coll., as amended
- Note 7: sections 3 and 51 of Act No. 219/2000 Coll.
- Note 8: section 6(2)(d) of Act No. 83/1990 Coll.
- Note 9: omitted
- Note 10: section 16(2) of Act No. 83/1990 Coll.
- Note 11: Collective Bargaining Act, No. 2/1991 Coll., as amended
- Note 12: e.g. Act No. 451/1991 Coll., as amended
- Note 13: State Enterprise Act, No. 77/1997 Coll., as amended
- Note 14: e.g. Act No. 256/2000 Coll., as amended;
Act No. 211/2000 Coll., as amended;
Act No. 104/2000 Coll., as amended
- Note 15: section 54 of Act No. 219/2000 Coll., as amended;
section 27 of Act No. 250/2000 Coll.
- Note 16: Act No. 283/1991 Coll., as amended
- Note 16a: e.g. section 2(6) and (7) of Act No. 312/2002 Coll., as amended;
sections 102(2)(g) and 103(3) of Act No. 128/2000 Coll., as amended;
sections 59(1)(c) and 61(3)(b) of Act No. 129/2000 Coll., as amended;
sections 68(2)(v) and 72(3)(b) of Act No. 131/2000 Coll., as amended
sections 7(4) and 8(1) of Act No. 245/2006 Coll.;;
section 10 of Decree No. 394/1991 Coll.;;
section 131 of Act No. 561/2004 Coll.;;
section 14(3) of Act No. 201/2002 Coll.;;
section 17(2) of Act No. 341/2005 Coll.;;
sections 8(1)(a) and 9(4) of Act No. 483/1991 Coll.;;

sections 8(1)(a) and 9(4) of Act No. 484/1991 Coll.;

section 8(1)(b) of Act No. 517/1992 Coll.;

section 9(2) of Act No. 256/2000 Coll.;

section 6(5) of Act No. 211/2000 Coll.;

section 8(4) of Act No. 104/2000 Coll.;

section 12(2) and (3) of Act No. 77/1997 Coll.;

section 24(3) of Act No. 250/2000 Coll.

Note 16b: e.g. section 148(18) of Act No. 435/2004 Coll.;

section 48 of Act No. 251/2005 Coll.;

Article II (point 17) of Act No. 274/2003 Coll.;

section 9(3) of Act No. 256/2000 Coll. (repealed)

Note 17: e.g. section 37(1) of the Pension Insurance Act, No. 155/1995 Coll., as amended

Note 18: section 66 of the Employment Act

Note 19: section 4(1) of Act No. 98/1987 Coll., as amended

Note 20: sections 89 to 101 of the Employment Act

Note 20a: sections 42g and 42i of Act No. 326/1999 Coll., as amended

Note 21: repealed

Note 21a: Insolvency Act, No. 182/2006 Coll., as amended

Note 22a: Social Services Act, No. 108/2006 Coll., as amended

Note 23: Public Holidays Act, No. 245/2000 Coll., as amended

Note 23a: Act No. 95/2004 Coll., as amended

Note 23b: Act No. 96/2004 Coll., as amended

Note 24: Act No. 56/2001 Coll.

Note 25: Act No. 13/1997 Coll., as amended

Note 26: section 3(1)(a) to (c) of the Railways Act, No. 266/1994 Coll., as amended

Note 27: section 2(c) of Decree 175/2000 Coll.

Note 28: Civil Aviation Act, No. 49/1997 Coll., as amended

Note 29: Act No. 114/1995 Coll., as amended

Note 30: repealed

Note 31: section 67 of Act No. 133/1985 Coll., as amended

Note 32: section 37 of Act No. 258/2000 Coll., as amended

Note 33: Act No. 379/2005 Coll.

Note 34: Government Decree No. 21/2003 Coll.

Note 35: Act No. 167/1998 Coll., as amended

Note 36: e.g. Act No. 251/2005 Coll.;

Act No. 61/1988 Coll., as amended;

Act No. 18/1997 Coll., as amended

Note 37: Act No. 309/2006 Coll., as amended

Note 37a: section 9 of Act No. 309/2006 Coll., as amended

Note 38: section 39 of Act No. 258/2000 Coll.

Note 39: e.g. Act No. 201/1997 Coll., as amended

Note 40: Act No. 128/2000 Coll., as amended;

Act No. 129/2000 Coll., as amended;

Act No. 131/2000 Coll., as amended

Note 41: section 124 of the Schools Act

Note 42: Price Act, No. 526/1990 Coll., as amended

Note 43: Act No. 151/1997 Coll., as amended

Note 43a: e.g. section 118(2) of Act No. 90/1995 Coll.;

section 147(2) of Act No. 107/1999 Coll.;

section 4(3) of Act No. 114/1993 Coll., as amended

Note 44: sections 24 to 26 of Act No. 250/2000 Coll.

Note 45: section 2 of Act No. 563/2004 Coll.

Note 46: Schools Act

Note 47: Act No. 563/2004 Coll.

Note 48: Public Administration Information Systems Act, No. 365/2000 Coll., as amended

Note 49: Personal Data Protection Act, No. 101/2000 Coll., as amended

Note 50: section 16(1) of the Czech National Bank Act, No. 6/1993 Coll., as amended

Note 51: Act No. 121/2001 Coll., as amended

Note 51a: Act No. 115/2006 Coll., as amended

Note 52: Administration of Taxes Act, No. 337/1992 Coll., as amended (repealed by Act No. 280/2009 Coll.)

Note 53: Administration Procedure Code, No. 500/2004 Coll., as amended

Note 54: sections 276 to 302 of the Civil Procedure Code;
Act No. 119/2001 Coll.

Note 55: section 277 of the Civil Procedure Code

Note 56: Act No. 499/2004 Coll., as amended

Note 57: e.g. Act No. 236/1995 Coll., as amended

Note 58: Act No. 187/2006 Coll.

Note 59: Act No. 258/2000 Coll., as amended

Note 60: repealed

Note 61: section 26 of Act No. 187/2006 Coll.

Note 62: section 48(2) of Act No. 187/2006 Coll.

Note 63: section 33 of Act No. 187/2006 Coll.

Note 64: section 21(1)(a) of Act No. 187/2006 Coll., as amended

Note 64a: section 22 of Act No. 187/2006 Coll.

Note 65: section 31 of Act No. 187/2006 Coll.

Note 66: section 56(2)(b) of Act No. 187/2006 Coll.

Note 67: section 83(2)(b) of Act No. 187/2006 Coll.

Note 68: section 7(12) of the State Social Support Act, No. 117/1995 Coll., as amended

Note 69: e.g. Council Decision 2003/479/EC of 16 June 2003 concerning the rules applicable to national experts and military staff on secondment to the General Secretariat of the Council

Note 70: e.g. section 7(5) of Act No. 104/2000 Coll., as amended;

sections 15(9) and 83(11) of the Universities Act;

section 184 of the Schools Act;

section 38 of Act No. 95/2004 Coll.;

section 90(1) of Act No. 96/2004 Coll.

Note 71: e.g. section 200 of the Commercial Code

Note 71a: Act No. 627/2004 Coll., as amended;

Act No. 307/2006 Coll., as amended;

Act No. 125/2008 Coll.

Note 72: Universities Act

Note 73: Decree on Cultural and Social Needs Fund, No. 114/2002 Coll., as amended

Note 74: repealed

Note 75: Decree No. 430/2001 Coll.

Note 76: sections 76 to 84 of the Employment Act

Note 77: sections 42 to 44 of Act No. 187/2006 Coll.

Note 77a: section 8 of Act No. 108/2006 Coll.

Note 78: e.g. section 17 of the Commercial Code;

Act No. 412/2005 Coll.

Note 79: section 200x of the Civil Procedure Code

Note 80: section 21 of the Commercial Code

Note 81: repealed

Note 82: Act No. 627/2004 Coll.;

Act No. 307/2006 Coll.

Note 83: Act No. 219/1999 Coll., as amended

Note 84: Act No. 312/2002 Coll., as amended

Note 85: section 172(2) of the Schools Act

Note 86: section 94(2) of the Universities Act

Note 87: section 2(1) of the Commercial Code

Note 88: Act No. 159/2006 Coll.

Note 89: sections 34 and 115(d) of Act No. 108/2006 Coll.

Note 90: sections 39 to 57 of the Employment Act

Note 91: Article 49 of the Treaty establishing the European Community

Note 92: section 53 of Act No. 218/2000 Coll., as amended

Note 93: section 278 of the Civil Procedure Code

Note 94: Postal Services Act, No. 26/2000 Coll., as amended

Note 95: Electronic Signature Act, No. 227/2000 Coll., as amended

Note 96: e.g. Act No. 21/2006 Coll.

Note 97: e.g. the Commercial Code;
Act No. 328/1991 Coll., as amended (repealed)

Note 98: Decree No. 342/1997 Coll., as amended

Note 99: Decree No. 290/1995 Coll.

Note 99a: section 16(2) of Decree 307/2002 Coll., as amended

Note 99b: section 69(1)(b) and (h) of Act No. 258/2000 Coll., as amended

Note 99c: section 69(1)(b) of Act No. 258/2000 Coll., as amended

Note 100: Act No. 589/1992 Coll., as amended

Note 101: Act No. 592/1992 Coll., as amended; Act No. 48/1997 Coll., as amended

Note 102: section 38h of the Income Taxes Act, No. 586/1992 Coll., as amended

Note 103: section 67 of the Employment Act

Note 104: section 2(5) of Act No 312/2002 Coll., as amended

Note 105: section 15(1) and (3) of Act No. 54/1956 Coll., as amended

Note 106: repealed

Note 107: section 56(2) of Act No. 187/2006 Coll., as amended

Note 108: Anti-Discrimination Act, No. 198/2009 Coll.

Note 109: Act No. 83/1990 Coll., as amended

Note 110: e.g. section 24(2) of Act No. 563/2004 Coll.,

section 22 of Act No. 95/2004 Coll.,

sections 51 and 54 of Act No. 96/2004 Coll.

Note 111: section 7 of Act No. 2/1991 Coll., as amended;

sections 18(1) and 19 of Act No. 89/1995 Coll., as amended

Note 112: section 6(2)(d) of Act No. 83/1990 Coll.

ANNEX TO ACT No. 262/2006 Coll.
SALARY GRADE CHARACTERISTICS

1st Salary Grade

Work consisting of plain repetitive work operations. Work with individual objects, simple aids and hand tools, without links to other processes and activities. Performance of individual handling operations with individual low-weight pieces and objects (up to 5 kg). Common demands on sensory functions. Work in favourable external conditions.

2nd Salary Grade

Work of a single type performed in accordance with a precisely specified assignment and precisely defined outputs, with a possible minor variance, with framework links to other processes. Work with several elements forming a set, e.g. handling objects requiring a special treatment (e.g. fragile, heavy, flammable and infection-risk objects).

Long-term and one-sided strain affecting minor muscle groups (fingers, wrists) under a given work pace in slightly aggravated (e.g. climatic) external conditions. Types of work involving a potential risk of an industrial injury.

3rd Salary Grade

Types of work with precisely defined inputs and outputs and a generally specified procedure, with framework links to other processes. Work with sets and assemblies, having logical (purposeful) configuration, without links to other sets or assemblies. Potential liability (responsibility) for a threat to health and safety of co-workers within one team.

4th Salary Grade

Homogenous types of work (i.e. similar or identical types of work) within a framework assignment and with precisely specified outputs, with a reasonable option of selecting another procedure and with framework links to other processes (hereafter “simple skilled work”). Work with sets and assemblies of several individual elements with logical (purposeful) configuration and with partial links to other sets and/or assemblies. Types of work reckoning with simple work interrelationships.

Long-term and one-sided strain affecting larger muscle groups. Slightly increased psychic strain connected with independent solution of a group of time-stable work operations in accordance with given procedures.

5th Salary Grade

Performance of simple skilled work, involving a number of interrelated elements forming a subsystem which is part of some whole system. Regulation of simple routine and handling operations and processes within variable groups, teams and other unstable organizational units, without subordination of a group of employees, connected with liability for damage that cannot be removed by own efforts and within a short period of time.

Increased psychic strain arising from independent solution of tasks, mainly involving specific phenomena and certain diversified processes with demands on long-term memory, some imagination and foresight ability, comparison capability, attention and flexibility (the ability to find efficient solutions promptly). Precise sensory differentiation capability with regard to minor details. Long-term, one-sided and excessive strain on muscle groups due to handling objects of different weight exceeding 25 kg.

6th Salary Grade

Performance of miscellaneous working tasks, within a certain framework, in accordance with common (standard) procedures, with predetermined (specified) outputs, and with links to other processes (hereafter “skilled work”). Work with integrated systems comprising a number of elements, with partial links to a small group (number) of other systems. Work coordination within variable groups.

Increased psychic strain resulting from independent solution of tasks, involving diversified specific phenomena and processes, with demands on foresight ability, comparison capability, attention ability and flexibility (the ability to find efficient solutions promptly). Increased sensory differentiation capability. Significant strain affecting large muscle groups; work in very difficult (arduous) working conditions.

7th Salary Grade

Types of skilled work with integrated separate systems, possibly broken down to partial subsystems, with links to other systems. Regulation and coordination. Liability (responsibility) for other persons' health and for damage that can only be removed by a group of other employees or for damage caused by persons acting on the basis of erroneous orders (instructions) or measures, where rectification of such damage requires a longer period.

Psychic strain (stress) arising from independent solution of tasks involving both specific and abstract phenomena and processes of a diversified nature. Demands on application capability, adjustability to various conditions, logical thinking and some imagination. High demands on the ability to identify to very small details, signs or other visual important information and increased demands on vestibular apparatus. Excessive strain affecting large muscle groups in extreme working conditions.

8th Salary Grade

Arrangements for, and performance of, a wider set of skilled work, with inputs and procedure specified within a certain framework, and predetermined outputs constituting an integral element of wider processes (hereafter “specialized skilled work”). Work within a framework of complex systems, consisting of coherent subsystems, with close links to other systems, and with internal classification applying even outside the framework of the given organization.

9th Salary Grade

Types of specialized skilled work where their object (subject-matter) is a comprehensive separate system comprising several homogenous subsystems or most complex independent sets. Coordination and regulation of skilled work.

Increased psychic stress arising from independent solution of a set of tasks, involving mainly abstract phenomena and processes, demands on intellectual capacity, comprehension and interpretation of phenomena and processes. High demands on memory capacity, flexibility, analysis and demands on vestibular apparatus. Extraordinary strain affecting the nervous system.

10th Salary Grade

Arrangements for a complex of activities with generally specified inputs, and outputs determined within a certain framework, with a considerable degree of variant solutions and procedures, with specific links to a broad range of processes (hereafter “system activities”). The activities concern a complex (comprehensive) system, comprising separate subsystems of a different nature, with fundamental internal and external links. Coordination and regulation of specialized skilled work.

11th Salary Grade

System activities, involving wide-range of lines of activities (branches) with significant impact on other branches.

The exercise of these activities is connected with considerable psychic strain (stress) which arises from a great complexity of cognitive processes and higher degree of abstract thinking, imagination and generalization capabilities and the necessity to take decisions with regard to various criteria.

12th Salary Grade

A complex of system activities with variant general inputs, and outputs determined within a certain framework, with methods and procedures not specified in advance, and with broad links to other processes (hereafter “specialized system activities”), concerning lines (branches) of activities comprising systems with extensive external and internal links.

13th Salary Grade

Specialized system activities concerning a set of branches, or a branch having extensive internal structure and external links. Complex coordination and regulation of system activities.

High psychic stress arising from high demands on creative thinking capability. Searches for new procedures and methods and searches for new solutions by innovative methods. Transfer and application of methods and processes from other sectors and fields of activity. Decision-making within a framework of highly combinable, fairly abstractive and heterogenous phenomena and processes from different sectors and branches.

14th Salary Grade

Activities concerning unspecified inputs and solution procedures, and outputs generally determined within a certain framework, with broad links to other processes; creative and conceptual activities and systems coordination (hereafter “creative system activities”). The object (subject-matter) is a set of branches or a branch with extensive internal

composition and numerous links to other branches and with impact on wide groups of inhabitants, or a complex of otherwise sophisticated branches. Coordination and regulation of specialized system activities.

15th Salary Grade

Creative system activities the object of which is one sector comprising mutually interrelated branches (lines of activity) or most sophisticated (demanding) branches of fundamental importance.

Very high psychic strain (stress), arising from high demands on creative thinking capability at a very high abstract level, with considerable variability and a high number of possible combinations of processes and phenomena, and demands on the capability of unconventional system consideration in broadest context.

16th Salary Grade

Activities with unspecified inputs, solution methods (procedures) and outputs, with possible links to an entire spectrum of other activities, involving individual scientific branches and disciplines and other widest and most demanding (sophisticated) systems.