262/2006 Sb.

ACT

of 21 April 2006

the Labour Code

Amended by: 585/2006 Sb.
Amended by: 181/2007 Sb.
Amended by: 261/2007 Sb., 296/2007 Sb., 362/2007 Sb., 357/2007 Sb.
Amended by: 116/2008 Sb.
Amended by: 121/2008 Sb., 126/2008 Sb.
Amended by: 294/2008 Sb.
Amended by: 305/2008 Sb., 382/2008 Sb., 451/2008 Sb.
Amended by: 262/2006 Sb. (see 55/2010 Sb.m.s.)
Amended by: 320/2009 Sb.
Amended by: 326/2009 Sb.
Amended by: 286/2009 Sb.
Amended by: 306/2008 Sb., 462/2009 Sb.
Amended by: 347/2010 Sb., 377/2010 Sb., 427/2010 Sb.
Amended by: 73/2011 Sb.
Amended by: 180/2011 Sb.
Amended by: 185/2011 Sb.
Amended by: 466/2011 Sb.
Amended by: 341/2011 Sb., 364/2011 Sb., 365/2011 Sb., 367/2011 Sb., 429/2011 Sb.
Amended by: 375/2011 Sb.
Amended by: 167/2012 Sb.
Amended by: 385/2012 Sb., 396/2012 Sb., 399/2012 Sb., 472/2012 Sb.
Amended by: 155/2013 Sb.
Amended by: 303/2013 Sb., 435/2013 Sb.
Amended by: 101/2014 Sb.
Amended by: 182/2014 Sb., 250/2014 Sb., 328/2014 Sb.
Amended by: 205/2015 Sb.
Amended by: 298/2015 Sb.
Amended by: 385/2015 Sb.
Amended by: 47/2016 Sb.
Amended by: 298/2016 Sb.
Amended by: 377/2015 Sb., 264/2016 Sb., 440/2016 Sb.
Amended by: 460/2016 Sb.
Amended by: 93/2017 Sb.
Amended by: 93/2017 Sb. (part)
Amended by: 206/2017 Sb.
Amended by: 222/2017 Sb.
Amended by: 292/2017 Sb.
Amended by: 202/2017 Sb.
Amended by: 99/2017 Sb., 203/2017 Sb., 463/2017 Sb.
Amended by: 148/2017 Sb.
Amended by: 310/2017 Sb.

Amended by: 181/2018 Sb.
Amended by: 333/2018 Sb.
Amended by: 32/2019 Sb.
Amended by: 358/2019 Sb.
Amended by: 366/2019 Sb.
Amended by: 285/2020 Sb.
Amended by: 285/2020 Sb. (part), 589/2020 Sb.
Amended by: 248/2021 Sb.
Amended by: 251/2021 Sb., 330/2021 Sb.
Amended by: 363/2021 Sb.

The Parliament has adopted the following Act of the Czech Republic:

PART ONE

GENERAL PROVISIONS

TITLE I

SCOPE OF REGULATION AND DEFINITION OF LABOUR-LAW RELATIONS

Section 1

This Act:

(a) regulates the legal relations arising from the performance of dependent work between employees and employers; these relations are labour-law relationships,

(b) also regulates legal relations of a collective nature and the promotion of mutual negotiations between trade union organisations and employers' organizations. Legal relations of a collective nature, which are related to the performance of dependent work, are labour-law relationships;

(c) transposes the relevant EU legislation[1)];

(d) also regulates certain legal relations before the establishment of labour-law relationships pursuant to (a);

(e) regulates certain rights and obligations of employers and employees in compliance with the regime of an insured person temporarily incapable to work under the Sickness Insurance Act[107)] and certain sanctions for its violation.

Section 1a

(1) The meaning and purpose of the provisions of this Act are also expressed in the basic principles of labour-law relations, which include, without limitation:

(a) special legal protection of employee status;

(b) satisfactory and safe conditions for the performance of work;

(c) fair remuneration of the employee;

(d) proper performance of work by the employee in accordance with the legitimate interests of the employer;

(e) equal treatment and non-discrimination of employees.

(2) The principles of special legal protection of employee status, satisfactory and safe working conditions for the performance of work, fair remuneration of the employee, equal treatment and non-discrimination of employees express values that protect public order.

Section 2

(1) Dependent work is work that is performed in a relationship of the employer's superiority and the employee's subordination, in the name of the employer, according to the employer's instructions, and the employee performs it for the employer in person.

(2) Dependent work must be performed for a wage, salary or remuneration for work, at the expense and responsibility of the employer, during working hours at the employer's workplace, or at another agreed place.

Section 3

Dependent work may be performed exclusively in a basic labour-law relationship, unless regulated by special legal regulations.[2)] Basic labour-law relationships are employment relationships and legal relations established by agreements on work performed outside the employment relationship.

Section 4

Labour-law relationships are governed by this Act; if this law cannot be applied, they are governed by the Civil Code, always in accordance with the basic principles of labour-law relationships.

Section 4a

(1) A derogation governing rights or obligations in labour-law relationships may not be lower or higher than any right or obligation laid down by this Act or a collective agreement as the permissible minimum or maximum.

(2) Pursuant to subsection (1), there may be a derogation by means of an agreement as well as an internal regulation; however, employees' obligations may only be governed by an agreement between the employer and the employee.

(3) It is possible to derogate from Section 363 only in favour of the employee.

(4) If an employee waives the rights granted to him by this Act, a collective agreement or an internal regulation, it shall be disregarded.

Section 4b

repealed

Section 5

(1) This Act shall apply to relationships arising from the performance of a public office if this is expressly provided for or if it is provided for by special legal regulations.

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

TITLE II

PARTIES TO THE BASIC LABOUR-LAW RELATIONSHIPS

Chapter 1

Employee

Section 6

An employee is a natural person who has undertaken to perform dependent work in a basic labour-law relationship.

Chapter 2

Employer

Section 7

An employer is a person for whom a natural person has undertaken to perform dependent work in a basic labour-law relationship.

Section 8

repealed

Section 9

In labour-law relationships, the Czech Republic (hereinafter the "State")[6] acts through and the rights and obligations arising from labour-law relationships are exercised on its behalf by an organizational unit of the State[7] which employs the employee in the basic labour-law relationship in the name of the State (Section 3).

Section 10

repealed

Section 11

The employer's managerial employees means employees who, at the various levels of the employer's management, are authorized to set and assign work tasks to subordinate employees, to organize, manage and control their work and to give them binding instructions for this purpose. The head of an organizational unit of the state is also a managerial employee, or is considered as such.

Heading deleted

Section 12

repealed

TITLE III

Repealed

Section 13

repealed

Section 14

repealed

Section 15

repealed

TITLE IV

EQUAL TREATMENT AND NON-DISCRIMINATION

Section 16

(1) Employers are obliged to ensure equal treatment of all employees with regard to their working conditions, remuneration for work and the provision of other monetary performances or performances of monetary value, training and the opportunity to achieve a career or other advancement.

(2) Any discrimination in labour-law relationships is prohibited, in particular on the

grounds of sex, sexual orientation, racial or ethnic origin, nationality, citizenship, social origin, gender, language, state of health, age, religion or belief, property, marital and family status and relationship or family responsibilities, political or other opinion, membership and activities in political parties or political movements, trade union organisations or employers' organizations; discrimination on grounds of pregnancy, maternity, paternity or gender identification is considered to be discrimination on grounds of sex.

(3) The concepts of direct discrimination, indirect discrimination, harassment, sexual harassment, persecution, instruction to discriminate and incitement to discriminate and cases where differential treatment is permissible are regulated by the Anti-Discrimination Act[108)].

(4) Differential treatment shall not be considered discrimination if the nature of the work activities implies that such differential treatment is an essential requirement necessary for the performance of the work; the purpose pursued by such an exception must be justified and the requirement proportionate. Discrimination shall not even mean measures justified as preventing or levelling out the disadvantages arising from the natural person’s membership of a group defined by some of the reasons stated in the Antidiscrimination Act.

Section 17

Legal means of protection against discrimination in labour-law relationships are regulated by the Anti-Discrimination Act.

TITLE V

CERTAIN PROVISIONS ON JURIDICAL ACTS

Section 18

If it is possible to interpret a juridical act in different ways, the most favourable interpretation for the employee shall apply.

Section 19

(1) A court shall take into account, even of its own motion, the invalidity of juridical act for which the prescribed consent of a competent authority has not been granted where this Act or a special act expressly so provides.

(2) If an act requires that a juridical act be only discussed with the competent authority, it is not possible to declare the legal proceedings invalid only on the grounds that this discussion did not take place.

(3) The invalidity of a juridical act may not be to the detriment of an employee unless the invalidity was caused exclusively by the employee himself.

Section 20

If a juridical act has not been made in the form required by this Act, and if performance has already begun, it is not possible to invoke the invalidity of this act for those acts which

establish or change the basic labour-law relationship.

Section 21

repealed

Heading deleted

Section 22

Only a trade union organisation may conclude a collective agreement on behalf of employees.

Section 23

(1) In a collective agreement, it is possible to regulate the rights of employees in labour-law relationships, as well as the rights or obligations of the parties to this agreement. Arrangements in a collective agreement which impose obligations on employees or prejudice their rights under this Act shall be disregarded.

(2) A collective agreement may be concluded by and between an employer or several employers or one or more employers' organizations, and one or more trade union organisations.

(3) A collective agreement is

(a) a company collective agreement if it is concluded between the employer or several employers and a trade union organisation or several trade union organisations established under the employer;

(b) a higher-level collective agreement if it is concluded between an employers' organization or organizations and a trade union organisation or trade union organisations.

(4) The procedure for concluding a collective agreement, including the settlement of disputes between the parties, shall be governed by the law governing collective bargaining[11)].

Section 24

(1) A trade union also concludes a collective agreement for employees who are not unionised.

(2) If there are several trade union organisations operating under an employer, the employer must negotiate a collective agreement with all trade union organisations; trade union organisations act with legal consequences for all employees together and in concert, unless they agree otherwise with each other and the employer.

Section 25

(1) A collective agreement is binding on its parties.

(2) A collective agreement is also binding on:

(a) employers who are members of an employers' organization which has concluded a higher-level collective agreement and on employers who have left the employers' organization while the collective agreement was in effect;

(b) employees for whom a trade union organisation or trade union organisations have concluded a collective agreement;

(c) trade union organisations for which a higher-level collective agreement has been concluded by a trade union organisation.

(3) An employee has the right to submit to the parties to the collective agreement ideas to be discussed during collective bargaining on the collective agreement and has the right to be informed about the course of this bargaining.

(4) The rights which arose from a collective agreement to individual employees shall be exercised and satisfied as other rights of employees arising from employment relationship or agreements on work performed outside the employment relationship.

Section 26

(1) A collective agreement may be concluded for a definite period or for an indefinite period. If the expiry of the period under the first sentence depends on the fulfilment of a condition, the collective agreement must contain the latest date of its effect. A collective agreement may be terminated in writing no earlier than 6 months after its effective date. The notice period is at least 6 months and begins on the first day of the month following the delivery of the notice of termination to the other party.

(2) The effect of a collective agreement begins on the first day of the period for which the collective agreement was concluded and ends at the end of this period unless the effect of certain rights or obligations is agreed differently in the collective agreement.

(3) If a party to the collective agreement acting on behalf of employees ceases to exist, the collective agreement shall cease to be effective by the last day of the following calendar year.

Section 27

(1) The provisions of a company collective agreement which regulate the rights arising from employees' labour-law relationships to a lesser extent than higher-level collective agreements, shall be disregarded.

(2) A collective agreement must be concluded in writing and signed by the parties on the same document, otherwise it shall be disregarded.

Section 28

(1) A collective agreement cannot be replaced by another agreement.

(2) It is not possible to claim relative ineffectiveness of a collective agreement.

(3) It is not possible to terminate the collective agreement by the withdrawal of one of the parties; this shall be disregarded if the parties agree on the right to withdraw from the collective agreement.

Section 29

The parties to the collective agreement are obliged to acquaint the employees with the content of the collective agreement no later than within 15 days of its conclusion. The employer is obliged to ensure that the collective agreement is accessible to all its employees.

PART TWO

EMPLOYMENT RELATIONSHIP

TITLE I

ACTS BEFORE THE ESTABLISHMENT OF AN EMPLOYMENT RELATIONSHIP

Section 30

(1) The selection of natural persons applying for employment in terms of qualifications, necessary requirements or special abilities is within the competence of the employer, unless otherwise provided by a special legal regulation[12)]; this does not affect the requirements imposed by a special legal regulation on a natural person as an employee.

(2) In connection with acts before the establishment of an employment relationship, the employer may require from a natural person who is applying for a job with it or from other persons only data that are directly related to the conclusion of the employment contract.

Section 31

Before concluding an employment contract, the employer is obliged to acquaint the natural person with the rights and obligations that would result for him from the employment contract or appointment, and with the working and remuneration conditions under which he is to perform the work and the obligations under special legislation relating to the work to be performed under the employment relationship.

Section 32

In cases stipulated by a special legal regulation, the employer is obliged to ensure that the natural person undergoes an initial medical examination before the employment relationship is established.

TITLE II

EMPLOYMENT, EMPLOYMENT CONTRACT AND ESTABLISHMENT OF EMPLOYMENT RELATIONSHIP

Section 33

(1) An employment relationship shall be established by an employment contract between the employer and the employee, unless otherwise provided in this Act.

(2) If a special legal regulation or the articles of an association, trade union organisation or employers' organization pursuant to a special legal regulation require that a vacant position be filled on the basis of a selection by a competent authority, the selection shall be considered a requirement preceding the conclusion of an employment contract.

(3) Appointment to a managerial position shall establish an employment relationship in cases stipulated by a special legal regulation[16a)]; unless otherwise provided by a special legal regulation, employment relationship shall be established by appointment only in the case of the manager of:

(a) a State organisational unit[7)];

(b) an organizational section of a State organizational unit;

(c) an organizational section of a State-owned enterprise[13)];

(d) an organizational section of a State-owned fund[14)];

(e) a publicly co-funded organization[15)];

(f) an organizational section of a publicly co-funded organization;

(g) an organizational section in the Police of the Czech Republic[16)].

(4) The appointment pursuant to subsection (3) shall be made by the person who is competent to do so pursuant to a special legal regulation[16b)]; if the competence for appointment is not given provided by a special legal regulation, the manager of:

(a) a State organizational unit[7)] shall be appointed by the head of the superior State organizational unit;

(b) an organizational section of a State organizational unit shall be appointed by the head of this State organizational unit[7)];

(c) an organizational section of a State-owned enterprise shall be appointed by the Director of the State-owned enterprise[13)];

(d) an organizational section of a State-owned fund headed by an individual governing body shall be appointed by the head of this fund[14)];

(e) a publicly co-funded organization shall be appointed by the founder;

(f) an organizational section of a publicly co-funded organization[15)] shall be appointed by the head of this publicly co-funded organization;

(g) an organizational section in the Police of the Czech Republic[16)] shall be appointed by the Police President.

Section 34

(1) An employment contract must contain:

(a) the type of work that the employee is to perform for the employer;

(b) the place or places of work where the work under subsection (a) is to be performed;

c) date of commencement of work.

(2) An employment contract must be concluded in writing.

(3) If the employee does not commence work on the agreed day without being prevented to do so by an obstacle to work, or if the employer does not learn of this obstacle within a week (Section 350a), the employer may withdraw from the employment contract.

(4) Withdrawal from the employment contract is possible only if the employee has not commenced work. Withdrawal from the employment contract requires written form, otherwise it is disregarded.

(5) Each party must receive one copy of the employment contract.

Section 34a

If a regular workplace for travel allowances purposes is not agreed in the employment contract, the regular workplace is conclusively presumed to be the place of work agreed in the employment contract. However, if the place of work is agreed more widely than in one municipality, the regular workplace is considered to be the municipality where the employee most frequently starts his trips for the purpose of performing work. The regular workplace for the purposes of travel allowances may not be agreed more broadly than one municipality.

Section 34b

(1) Employees in an employment relationship must be assigned work within the scope of specified weekly working hours, with the exception of working time account (Section 86 and 87).

(2) An employee in another basic labour-law relationship with the same employer may not perform work defined as the same type of work. If the employer is the State, the first sentence applies only if the work is performed in the same State organizational unit.

Section 35
Trial period

(1) If a trial period is agreed, it may not be longer than:

(a) 3 consecutive months from the establishment of the employment relationship (Section 36);

(b) 6 consecutive months from the establishment of the employment relationship (Section 36) in the case of a managerial employee.

(2) A trial period may also be arranged in connection with the appointment to a managerial position (Section 33(3)).

(3) A trial period may be agreed no later than on the day which was agreed as the day of commencement of work or on the day which was stated as the day of appointment to the position of a managerial employee.

(4) The agreed trial period may not be additionally extended. However, the probationary period is extended by the period of all-day obstacles at work for which the employee does not work during the trial period and by the period of all-day leave.

(5) The trial period may not be agreed as longer than half of the agreed duration of the employment relationship.

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

Section 36
Termination of employment relationship

An employment relationship is created on the day agreed in the employment contract as the day of commencement of work or on the day stated as the day of appointment to the position of a managerial employee.

Section 37
Informing about the content of an employment relationship

(1) If the employment contract does not contain details on the rights and obligations arising from the employment relationship, the employer is obliged to inform the employee about them in writing within 1 month from the establishment of the employment relationship; this also applies to changes to this details. The information must contain:

(a) the name(s) and surname(s) of the employee and the name and registered office of the employer if it is a legal person, or the name(s) and surname(s) and address of the employer if it is a natural person;

(b) details about the type and place of work;

(c) the length of leave, or an indication of the method of determining leave;

(d) information on notice periods;

(e) information on weekly working hours and its schedule;

(f) information on the wage or salary and the method of remuneration, payable date of the wage or salary, the date of payment of the wage or salary, the place and method of payment of the wage or salary;

(g) details on collective agreements governing the employee's working conditions and details of the parties to those collective agreements.

(2) If the employer sends an employee to perform work to another country, he is obliged to inform him in advance about the expected duration of this posting and the currency in which he will be paid wage or salary.

(3) The information referred to in subsection (1)(c), (d) and (e) and in subsection (2) concerning the currency in which the employee will be paid salary or wage may be replaced by a reference to the relevant legislation, collective agreement or internal regulation.

(4) The obligation to inform employees in writing about the basic rights and obligations arising from the employment relationship does not apply to employment relationship for a period of less than 1 month.

(5) Upon commencing work, the employee must be acquainted with the work rules and legal and other regulations to ensure occupational safety and health, which must be observed while working. The employee must also be familiar with the collective agreement and internal regulations.

Section 38
Obligations arising from the employment relationship

(1) Since the establishment of the employment relationship:

(a) the employer is obliged to assign work to the employee in accordance with the employment contract, to pay him a wage or salary for the work performed, to create conditions for the performance of his work tasks and to comply with other working conditions stipulated by law, contract or internal regulation;

(b) the employee is obliged, in accordance with the instructions of the employer, to perform work in person in accordance with the employment contract during the scheduled weekly working hours and to comply with the obligations arising from the employment relationship.

(2) Employment relationship established by appointment shall be governed by the provisions on the employment relationship agreed in the employment contract.

(3) The employer is obliged to submit to the trade union organisation reports on newly created employment relationships within the time limits agreed with it.

Section 39
Employment for a fixed-term period

(1) The employment relationship lasts for an indefinite period unless its duration has been explicitly agreed.

(2) The period of a fixed-term employment relationship between the same parties may not exceed 3 years and may be renewed no more than twice from the date of the first fixed-term employment relationship. Extension of the employment for a definite period of time is also

considered a renewal thereof. If three years elapsed from the termination of the previous employment for a definite period of time, the previous employment for a definite period of time between the same contracting parties shall not be taken into account.

(3) The provisions of subsection (2) shall not affect the provisions of special legal regulations, which assume that an employment relationship may last only for a certain period[17)].

(4) If there are serious operational reasons or reasons arising from the special nature of the work attributable to the employer on the basis of which the employer cannot be fairly required to propose to the employee who is to perform this work the establishment of an employment relationship for an indefinite period, subsection (2) shall not apply provided that different approach is proportionate to these reasons and a written agreement between the employer and the trade union organisation provides for:

(a) a more detailed definition of these reasons;

(b) the rules of the employer's different approach to establishing and renewing a fixed-term employment relationship;

(c) the group of employees of the employer who will be affected by such different approach;

(d) the period for which the agreement is concluded.

A written agreement with a trade union organisation may be replaced by an internal regulation only if in the absence of a trade union organisation of the employer; the internal regulation must contain the particulars referred to in the first sentence.

(5) If the employer and an employee establish a fixed-term employment relationship in violation of subsections (2) to (4), and if the employee notified the employer in writing within the agreed period that he insists on continuing being employed, the employment relationship is conclusively presumed to be for an indefinite period. No later than two months from the date on which the employment relationship was to end by the expiry of the agreed period, both the employer and the employee may apply to the court to determine whether the conditions set out in subsections (2) to (4) have been met.

(6) Subsection (2) shall not apply to an employment contract establishing a fixed-term employment relationship concluded between an employment agency[18)] and an employee in order to perform work for another employer (Sections 307a, 308 and 309).

TITLE III

Changes to an employment relationship

Section 40
General provisions

(1) The content of an employment relationship may be changed only if the employer and the employee so agree. A change to an employment relationship is also considered to include appointment to a managerial position pursuant to Section 33(3) which occurs after the establishment of an employment relationship.

(2) An employee is obliged to perform work of a different kind or in a different place than agreed in the employment contract only in the cases specified in this Act.

(3) Section 37 applies here as well, with the necessary modifications.

Transfer to perform other work, business trip and relocation

Section 41
Transfer to perform other work

(1) The employer is obliged to transfer the employee to perform other work:

(a) if the employee, due to his state of health, according to the medical report issued by the occupational health service provider or the decision of the competent administrative body reviewing the medical report, has lost the long-term ability to continue performing the previous work;

(b) if, on the basis of a medical report issued by an occupational health service provider or a decision of the competent administrative authority examining the medical report, he is not allowed to continue performing the work due to an industrial injury, occupational disease or a risk thereof, or if he has reached the maximum permissible exposure in a workplace so determined by the competent public health protection authority[19)];

(c) if a pregnant female employee, lactating female employee or a female employee who is a mother, by the end of the ninth month after birth, performs work which such female employees may not perform or which, according to a medical opinion, endangers their pregnancy or maternity;

(d) if necessary according to a medical opinion issued by an occupational health service provider or a decision of the competent public health protection authority in order to protect the health of other natural persons against an infectious disease;

(e) if necessary according to a final decision of a court or administrative authority, another state body or a body of a territorial self-governing unit;

(f) if the employee working at night is declared unfit for night work on the basis of a medical report issued by the occupational health service provider;

(g) at the request of a pregnant female employee, a lactating female employee or a female employee who is a mother, by the end of the ninth month after birth, who works at night.

(2) The employer may transfer the employee to perform other work:

(a) if the employee has been given notice of termination for reasons set out in Section 52(f) and (g);

(b) if criminal proceedings have been instituted against the employee on suspicion of intentional criminal activity committed in the course of work or in direct connection therewith to the detriment of the employer’s property, for the period until the final termination of the criminal proceedings;

(c) if the employee temporarily ceases to meet the conditions stipulated by special legal regulations for the performance of the agreed work, but in this case for a maximum of 30 working days in a calendar year.

(3) If it is not possible to achieve the purpose of the transfer pursuant to subsections (1) and (2) by transferring the employee within the employment contract, the employer may in these cases transfer him or her to perform work of a different type than agreed in the employment contract, even if the employee does not agree.

(4) The employer may, for strictly necessary time, transfer the employee, even without his consent, to perform work other than the one agreed, if this is necessary to avert an emergency, natural disaster or other impending accident or to mitigate their immediate consequences.

(5) If the employee is unable to perform the work due to downtime or interruption of work caused by adverse weather conditions, the employer may transfer him or her to perform work other than the one agreed in the employment contract only if the employee agrees with the transfer.

(6) When transferring an employee to perform other work pursuant to subsections (1) to (3), the employer is obliged to take into account that this job is suitable for him due to his health condition and abilities and, if possible, his qualifications.

(7) The employer is obliged to discuss in advance with the employee the reason for the transfer to perform other work and the period for which the transfer is to last; if the transfer of the employee changes the employment contract, the employer is obliged to issue a written confirmation of the reason for the transfer to perform other work and its duration, except as provided in subsection (2)(c) and subsection (4).

Section 42
Business trip

(1) A business trip means a time-limited posting of an employee by the employer to perform work outside the agreed place of work. The employer may send the employee on a business trip for the necessary time only if the employee agrees therewith. On the business trip, the employee performs the work according to the instructions of the managerial employee who sent him on the business trip.

(2) If the employer sends an employee on a business trip to perform his tasks in a different organizational unit (to another employer), it may authorize another managerial employee (another employer) to give instructions to the employee, or to organize, manage and check his work; the authorisation must have its scope defined. The employee must be acquainted with the authorization under the first sentence. However, the managerial employees of another employer may not make juridical acts towards the employee on behalf of the posting employer.

Section 43
Relocation

(1) It is only possible to relocate an employee to perform work in a place other than that agreed in the employment contract with his consent and within the same employer, if urgently required by its operational needs.

(2) The relevant managerial employee of the organizational unit (section) to whose workplace the employee was relocated assigns work tasks to the transferred employee, organizes, manages and checks his work, and gives him or her instructions for this purpose.

Section 43a

Temporary assignment

(1) The employer may conclude an agreement on the temporary assignment of an employee to another employer with this employee no earlier than 6 months after the establishment of the employment relationship.

(2) Remuneration may not be provided for the temporary assignment of an employee to another employer; this shall not apply to the reimbursement of costs incurred pursuant to subsection (5).

(3) The agreement must state the name of the employer, if it is a legal person, or the name(s) or surname(s) of the employer if he is a natural person to whom the employee is temporarily assigned, the date of the temporary assignment, type and place of performance of work and the period for which the temporary assignment is agreed. The regular workplace may be agreed in the agreement for the purpose of travel allowances; this is without prejudice to Section 34a. The agreement must be concluded in writing.

(4) During the temporary assignment of an employee to perform work for another employer, work tasks are assigned, work is organized, managed and checked, binding instructions are given, favourable working conditions are created and occupational safety and health is ensured on behalf of the employer who has temporarily assigned the employee by the employer to whom the employee has been temporarily assigned. This employer may not make juridical acts towards the temporarily assigned employee on behalf of the employer who has temporarily assigned the employee.

(5) For the period of temporary assignment, the employee is provided with a wage or salary, or travel allowances by the employer who has temporarily assigned the employee.

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

(7) The temporary assignment pursuant to subsections (1) to (5) shall end upon the expiration of the period for which it was agreed. Before the expiry of this period, the temporary assignment shall end upon the agreement of the parties to the employment contract or the termination of the temporary assignment agreement for any reason or no reason, with a 15-day notice period beginning on the date the notice is delivered to the other party. The agreement on the termination of the temporary assignment or termination of this agreement must be in writing.

(8) It is prohibited to apply temporary assignment provisions to agency work.

(9) The temporary assignment provisions shall not apply in the case of update or upgrade of qualification[110)].

Common provisions on changes in employment relationship and return to work

Section 44

If the reasons for which the employee was transferred to perform other work or was relocated to a place other than the one agreed, or if the period for which this change was agreed expired, the employer is obliged to assign the employee according to the employment contract, unless they agree on a change to the employment contract.

Section 45

If an employee requests to be transferred to perform other work or to another workplace, or to be relocated to another place, because according to the recommendation of the occupational health service provider it is not appropriate to continue performing the existing work or to work at the current workplace, the employer is obliged to allow him or her to do so as soon as permitted by operating conditions. The work and workplace to which the employer transfers the employee must be suitable for the employee.

Section 46

If the employer transfers the employee to perform work other than the one corresponding to the employment contract and the employee does not agree with such a measure, the employer may transfer him or her only after consultation with the trade union organisation. No consultation is required if the total transfer period does not exceed 21 working days in a calendar year.

Section 47

If work is commenced by an employee after the end of performance of a public service or activity for a trade union organisation for which he or she has been released within the scope of working hours, or after a military exercise or service in an operational deployment, or a female employee after maternity leave or a male employee after parental leave within the scope of the period for which a female employee is entitled to maternity leave, or after the end of the long-term care period in cases under the Sickness Insurance Act with the consent of the employer pursuant to Section 191a, or after the end of the period of giving treatment to a child under the age of 10 or another natural person in cases under the Sickness Insurance Act and period of care for a child under the age of 10 for the reasons set out in the Sickness Insurance Act, or if the employee commences work after the end of temporary incapacity for work or quarantine, the employer is obliged to assign them to their original work and workplace. If this is not possible because the original work or workplace has ceased to exist, the employer is obliged to assign them according to the employment contract.

TITLE IV

TERMINATION OF EMPLOYMENT RELATIONSHIP

Chapter 1

General provisions on termination and end of employment relationship

Section 48

(1) An employment relationship may be terminated only by:

(a) agreement;

(b) notice of termination;

(c) immediate cancellation;

(d) cancellation during the trial period.

(2) A fixed-term employment relationship also ends at the end of the agreed period.

(3) The employment relationship of a foreign national or a stateless natural person shall end, unless it has already ended otherwise:

(a) on the date on which his stay in the territory of the Czech Republic is to end according to an enforceable decision on the revocation of the residence permit;

b) on the day when the judgement imposing the sentence of expulsion from the Czech Republic on these persons came into force,

(c) upon the expiry of the period for which the person was issued the work permit[20)], an employment card or a long-term residence permit for the purpose of performing a job requiring high qualification.

(4) The employment relationship ceases to exist upon the death of the employee. The extinction of an employment relationship in the event of the death of the employer who is a natural person is regulated under Section 342(1).

Chapter 2

Partnership

Section 49

(1) If the employer and the employee agree to terminate the employment relationship, the employment relationship shall end on the agreed date.

(2) The agreement on termination of employment relationship must be in writing.

(3) Each party must receive one copy of the agreement on termination of employment.

Chapter 3

Notice of termination, notice period and reasons for termination

Division 1

Notice of termination

Section 50

(1) Notice of termination of an employment relationship must be in writing, otherwise it is disregarded.

(2) The employer may give notice of termination to an employee only for the reason expressly provided in Section 52.

(3) An employee may give notice of termination to the employer for any reason or without giving a reason.

(4) If the employer gives a notice of termination to an employee (Section 52), 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 of termination may not be subsequently changed.

(5) Notice of termination may only be withdrawn with the other party's consent; both the withdrawal of the notice of termination and the consent thereto must be made in writing.

Section 51

(1) Where a notice of termination has been given, the employment relationship shall 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, except as provided under 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 commence on the first day of the calendar month following delivery of the notice of termination and ends upon the expiry of the last day of the relevant calendar month, except as provided under Section 51a, Section 53(2), Section 54(c) and Section 63.

Section 51a

(1) If the notice of termination has been given by the employee due to the passage of rights and obligations from labour-law relationships or due to the passage of exercise of rights and obligations from labour-law relationships within 15 days from the date on which the employee was informed of such passage to the extent laid down in Section 339 no later than 30 days before the effective date of this passage, the employment relationship shall end no later than on the date preceding the effective date of this passage.

(2) If the employee has not been informed of the passage of rights and obligations arising from labour-law relationships or of the passage of the exercise of rights and obligations

arising from labour-law relationships to the extent laid down in Section 339 no later than 30 days before the effective date of this passage, he may, for that reason, give notice of termination, and:

(a) if the notice of termination was given before the effective date of the passage, the employment relationship shall end on the date preceding the effective date of the passage;

(b) if the notice of termination was given within two months of the effective date of the passage, the employment relationship shall end upon the expiry of the notice period of 15 days beginning on the date on which the notice of termination was delivered to the employer.

Division 2

Notice of termination given by the employer

Section 52

The employer may give notice of termination to the employee only for the following reasons:

(a) if the employer or its part is dissolved;

(b) if the employer or its part relocates;

(c) if the employee becomes redundant due to the decision of the employer or the competent authority to change his tasks, technical equipment, to reduce the number of employees for the purpose of increasing labour productivity or to introduce other organizational changes;

(d) if, on the basis of a medical report issued by an occupational health service provider or a decision of the competent administrative authority examining the medical report, the employee is not allowed to continue performing the work due to an industrial injury, occupational disease or a risk thereof, or if he has reached the maximum permissible exposure in a workplace so determined by the competent public health protection authority;

(e) if the employee, due to his state of health, according to the medical report issued by the occupational health service provider or the decision of the competent administrative authority reviewing the medical report, has lost, long-term, medical fitness;

(f) if the employee does not meet the conditions prescribed by law for the performance of the agreed work or if, for reasons not attributable to the employer, he does not meet the requirements for proper performance of such work; where the employee's failure to fulfil these requirements is due to his unsatisfactory work performance and where the employer requested 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 cancel the employment relationship, or if the employee has seriously breached a statutory obligation relating to the work performed by him; in the case of ongoing but less serious breaches of statutory obligation that 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 with regard to breach of statutory obligations that relate to the work performed;

(h) if the employee causes a particularly gross violation of an obligation laid down in Section 301a.

Division 3

Prohibition of notice of termination by the employer

Section 53

(1) It is prohibited to give notice of termination to an employee during the protection period, namely:

(a) during a period when the employee is recognised to be temporarily incapable of work, unless the employee brought on this incapacity intentionally or unless it arose as an immediate consequence of his drunkenness or abuse of addictive substances, and during a period from the submission of a proposal for an employee's institutional treatment or from commencement of a spa treatment until the end of such treatment; if an employee suffers from tuberculosis, the protection period shall be extended by six months after his discharge from institutional treatment;

(b) during the performance of military training or service in operational deployment from the date when the employee was served with the call-up order, for the period of performance of these types of military active service, until 2 weeks after his release from these types of military active service;

(c) during a period when the employee is long-term fully released from his job to exercise a public office;

(d) during a period when a female employee is pregnant or when a female employee is on maternity leave or when a female employee or male employee is on parental leave;

(e) during a period when the employee working at night is recognized on the basis of a medical report issued by an occupational health service provider to be temporarily unfit for night work;

(f) during a period when the employee provides long-term care in the cases referred to in Sections 41a and 41c of the Sickness Insurance Act with the consent of the employer pursuant to Section 191a, during a period when he provides treatment to a child under 10 years of age or other natural persons in cases provided in the Sickness Insurance Act and during a period when he provides care for a child under the age of 10 for the reasons provided in the Sickness Insurance Act.

(2) If an employee has been given notice of termination 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 does not insist on the prolongation of

his employment relationship.

Section 54

The prohibition to give notice of termination pursuant to Section 53 does not apply to a notice of termination given to an employee:

(a) due to organizational changes referred to in Section 52(a) and (b); this does not apply to organizational changes provided in Section 52(b), if the employer relocates within the limits of the place(s) of performance of the work in which the work is to be performed according to the employment contract;

(b) due to organizational changes provided in Section 52(b); this does not apply to a pregnant female employee, a female employee on maternity leave or a male employee on parental leave until the end of the period for which a woman is entitled to take maternity leave;

(c) due to a reason for which the employer may immediately cancel such employee's employment relationship unless it concerns a female employee on maternity leave or a male employee on parental leave until the end of the period for which a woman is entitled to take maternity leave; where a female employee or a male employee was given notice of termination for this reason before the start of maternity or parental leave and the notice period would have expired within the period of maternity or parental leave, the notice period shall end simultaneously with the end of the maternity or parental leave;

(d) for another breach of a statutory obligation relating to the work performed [Section 52(g)] or a particularly gross breach of another obligation of the employee provided in Section 301a [Section 52(h)]; this does not apply to a pregnant female employee, a female employee on maternity leave, or a female or male employee on parental leave.

Chapter 4

Immediate cancellation of an employment relationship

Section 55

Immediate cancellation of an employment relationship by the employer

(1) The employer may exceptionally terminate the employment relationship immediately only if:

(a) the employee has been convicted of a wilful criminal offence to a term of unconditional imprisonment of over one year or if the employee has been convicted of a wilful criminal offence committed during the performance of his working tasks or in direct connection therewith to an unconditional imprisonment of no less than six months;

(b) if the employee is culpable of a particularly gross breach of a statutory obligation that relates to the work he performs.

(2) The employer may not immediately cancel the employment relationship with a pregnant female employee, a female employee on maternity leave, a female or male employee who is on parental leave.

Section 56

Immediate cancellation of an employment relationship by the employee

(1) An employee may terminate an employment relationship immediately only if:

(a) according to a medical certificate issued by the occupational health service provider or under a decision of the competent administrative authority that reviews the medical certificate, the employee cannot continue to perform his work 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; or

(b) the employer has not paid him the wage or salary or the compensatory wage or salary or any part thereof within 15 days of the payable date (Section 141(1)).

(2) An employee who immediately cancels his employment relationship shall be entitled to compensatory wage or salary in the amount of average earnings for the period corresponding to the length of the notice period. For the purpose of compensatory wage or salary Section 67(3) shall apply.

Section 56a

repealed

Chapter 5

Common provisions on the termination of an employment relationship

Section 57

(1) For a particularly gross breach of any other obligation of the employee set out in Section 301a [Section 52(h)], the employer may give notice of termination to the employee only within one month from the day when he became aware of this reason for notice of termination, but no later than within one year from the day when such reason for termination arose.

(2) Where during one month pursuant to subsection (1) an employee's conduct that may be regarded as breach of the regimen by an insured person with temporary incapacity for work becomes the subject-matter of an inspection by another agency, the employee may 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 a statutory obligation concerning work performed by the employee, or for a reason for which an employment relationship may be immediately cancelled, the employer may give notice to the employee or to immediately cancel the employment relationship with him only within a period of two months from the date on which the employer learned of the reason for the notice of termination or for immediate cancellation 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 the employee or to immediately cancel an employment relationship with him within a period of two months from the employee's return from abroad, but always within one year from the date on which the reason for notice of termination or immediate cancellation of the employment relationship arose.

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

Section 59

The employee may immediately cancel the employment relationship only within 2 months from the date when he learned of the reason for immediate cancellation, but no later than within 1 year from the day when this reason arose.

Section 60

In the event of immediate cancellation of employment relationship, both the employer and the employee must factually define its reason so that it cannot be confused with another. This reason may not be subsequently changed. Immediate cancellation of an employment relationship must be in writing, otherwise it is disregarded.

Section 61

(1) The employer is obliged to first discuss the notice of termination or immediate cancellation of an employment relationship with the trade union organisation.

(2) If the employee is a member of a trade union organisation body established under the employer, during his term of office and within 1 year after its termination, the employer is obliged to ask the trade union organisation for prior consent to give notice of termination to the employee or immediately cancel his employment relationship. If the trade union organisation has not refused to give its consent to the employer within 15 days from the date on which it was requested by the employer, it is also considered prior consent.

(3) The employer may use the consent pursuant to subsection (2) only within a time limit of two months from its granting.

(4) Where the trade union organization refuses to give its consent pursuant to subsection (2), the notice of termination or immediate cancellation of the employment relationship for this reason is thus invalid; however if the other conditions for giving notice of termination or immediate cancellation 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 cancellation of the employment relationship shall be valid.

(5) The employer is obliged to acquaint the trade union organisation with other cases of termination of employment relationship within the time limits agreed with it.

Chapter 6

Collective dismissal

Section 62

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

(a) 10 employees of an employer employing from 20 to 100 employees;

(b) 10% of the employees of an employer employing between 101 and 300 employees; or

(c) 30 employees of an employer employing more than 300 employees. Where employment relationships of at least five employees are terminated under the conditions laid down in the first sentence, the 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 of termination 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 on:

(a) the reasons for the collective dismissal;

(b) the number and professional qualifications of the employees to be dismissed;

(c) the number and professional qualifications of all employees employed by the employer;

(d) the time when the collective dismissal is to take place;

(e) the criteria proposed for the selection of the employees to be dismissed;

(f) severance pay or other rights of the dismissed employees.

(3) The purpose of consultations with the trade union organization and the works council 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.

(4) The employer shall simultaneously inform in writing the regional branch of the Labour Office with territorial competence 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 with territorial competence according to the employer's place of activities a written report on its decision on collective dismissal and on the results of consultation with the trade union organization and the works council. The employer shall specify in the report the total number of employees and the number and professional qualifications of those employees affected by the collective dismissal. 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 with territorial competence according to the employer's place of activities. Where an insolvency order[21a)] has been issued against the 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 or operates at the employer, the employer shall fulfil the duties pursuant to subsections (2) to (5) in relation to every employee affected by the collective dismissal.

(7) The employer is obliged to inform the employee of the date of delivery of the written report of the employer to the regional branch of the Labour Office pursuant to Section 63.

Section 63

The employment relationship of an employee affected by collective dismissal shall terminate by notice of termination no earlier than after 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 with territorial competence 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. This shall not apply where an insolvency order[21a)] has been made against the employer.

Section 64

Sections 62 and 63 also apply where the collective dismissal has been decided by the competent authority [Section 52(c)].

Chapter 7

Other cases of termination of employment relationship

Section 65

Termination of fixed-term employment relationship

(1) A fixed-term employment relationship may also end by the other ways laid down in Section 48(1), (3) and (4). Where the duration of such employment relationship was 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

conclusively considered 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 the employee may terminate the employment relationship for to any reason or without stating any reason. During the trial period the employer may not terminate an employment relationship within the first 14 calendar days of an employee's temporary incapacity for work (quarantine).

(2) A written form is required for the termination of an employment relationship during the probationary period, otherwise it will be disregarded. The employment relationship shall end upon the receipt of the notice of termination unless it specifies a later date.

Chapter 8

Severance pay

Section 67

(1) On the termination of an employment relationship, an employee whose employment relationship is terminated by a notice of termination 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 at least in the amount equal to:

(a) once his average earnings where the employment relationship to the employer lasted less than one year;

(b) twice his average earnings where the employment relationship to the employer lasted at least one year and less than two years;

(c) three times his average earnings where the employment relationship to the employer lasted at least two years;

(d) the sum of three times his average earnings and the amounts laid down in (a) to (c) where the employment relationship is terminated in a period when the employee is subject to a working time account governed by Section 86(4).

The 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) On the termination of an employment relationship, the employee whose employment relationship is terminated by a notice of termination given by the employer for one of the reasons laid down in Section 52(d) or by agreement for the same reasons is entitled to receive from the employer severance pay of at least twelve times the average earnings. Where an employee's employment relationship is terminated because according to a medical certificate issued by an occupational health service provider or according to a ruling of the competent administrative authority that reviews the medical certificate he cannot perform his existing work due to an industrial injury or occupational disease and the employer has fully relieved itself

from liability pursuant to Section 270(1), the employee is not entitled to receive severance pay pursuant to the second sentence.

(3) For the purposes of severance pay, “average earnings” means average monthly earnings.

(4) Severance pay shall be paid by the employer to the employee after the termination of the employment relationship on the next pay-day for wage or salary payment 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 employment relationship ends or on a later date.

Section 68

(1) Where, after the termination of an employment relationship, an employee performs work for his existing employer in an employment relationship or under an agreement to perform work before the expiry of the period determined according to 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 the 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).

Chapter 9

Invalid termination of an employment relationship

Section 69

(1) Where the employer has given an employee a notice of termination which is invalid or terminated an employment relationship with an employee either immediately or during the trial period in an invalid manner, and the employee has informed the employer in writing without delay that he insists on being further employed by the employer, the employee’s employment relationship will continue 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 informed the employer that he insists on the continuation of his employment relationship until the time when the employer enables this employee to continue to work or until the employment relationship ends in a valid manner.

(2) Where the total period for which the employee should be entitled to compensatory wage or salary exceeds six months, the court may, on a motion filed by the employer, adequately reduce the employer's obligation to pay compensatory wage or salary to the employee; in considering the matter, the court shall take particularly into account whether in the meantime 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 invalid but the employee does not insist on the continuation of employment by this employer, the employment relationship is conclusively presumed to terminate by agreement, unless

another date of termination is agreed in writing between the employer and the employee, as follows:

(a) where an invalid notice of termination has been given, upon the expiry of the notice period;

(b) where the employment relationship has been invalidly terminated either immediately or within the trial period, on the date on which the employment relationship should have ended 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 duration of the notice period.

Section 70

(1) Where an employee has given an invalid notice of termination or has immediately cancelled his employment relationship in an invalid manner, or has terminated his employment relationship within the trial period in an invalid manner, and the employer has notified this employee in writing, without delay, that it insists on the employee continuing to perform work, 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 it has incurred from the date when the employee was notified that the employer insists on the employee continuing to perform work.

(2) Where the employee has terminated his employment relationship in an invalid manner but the employer does not insist on the continuation of the employee's work, then unless another date of termination is agreed in writing between the employer and the employee, the employee's employment relationship is conclusively presumed to have ended by agreement:

(a) where an invalid notice of termination has been given, upon the expiry of the notice period;

(b) where the employee has immediately cancelled his employment relationship in an invalid manner or where he has terminated his employment relationship within the trial period in an invalid manner, on the date when the employment relationship should have ended by such termination.

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

Section 71

In the case of an invalid agreement on termination of an employment relationship, the same provisions apply to the assessment of the employee's entitlement to compensation for lost wage or salary as in the case of an invalid notice of termination given by the employer (Section 69). The employer may not claim compensation for damage due to such agreement being invalid.

Section 72

The invalidity of termination of an employment relationship by notice of termination, by immediate cancellation, termination during the trial period or by agreement may be claimed both by the employer and the employee before the competent court within a time limit of two

months of the date when the employment relationship in question ought to have come to an end as a result of such termination.

Chapter 10

Removal or resignation from managerial position

Section 73

(1) In the cases referred to in Section 33(3) the person competent to appoint [section 33(4)] the relevant managerial employee may also remove him from the position; the managerial employee may also submit his resignation.

(2) Where the employer is a legal person other than that referred to in Section 33(3) or a natural person, this employer and the managerial employee may agree on the possibility of his removal from the managerial position in accordance with subsection (3) provided that it is simultaneously agreed that he may resign from the position himself.

(3) Only the following are managerial positions pursuant to subsection (2):

(a) positions under direct management of:
1. a governing body if the employer is a legal person;
2. the employer if the employer is a natural person;

(b) positions under the direct management of a managerial employee directly subordinate to:
1. a governing body if the employer is a legal person;
2. the employer if the employer is a natural person;
provided that another managerial employee is subordinate to that managerial employee.

(4) Where the employer is a legal person, a managerial employee pursuant to subsection (2) may only be removed from his position by its governing body, and where the employer is an individual, a managerial employee may only be removed from his position by the employer.

Section 73a

(1) The removal or resignation from the managerial employee's position must be made in writing. The performance of work at the managerial employee's position ends on the day of delivery of the removal or resignation from this position unless a later date is specified in the removal or resignation.

(2) The employment relationship shall not end upon the removal or resignation from the position of a managerial employee; the employer shall propose to this employee a change in his position within the employer corresponding to the employee's state of health and qualifications. If the employer does not have such work for the employee, or the employee refuses it, it is an obstacle to work on the employer's side and at the same time this is conclusively presumed to be a reason for termination pursuant to Section 52(c); the severance pay provided to employees in the event of organizational changes is due only in the event of termination of employment relationship after removal from managerial employee position in connection with the termination of this position due to an organizational change.

(3) Where a managerial employee's employment relationship by appointment was established for or changed to a fixed-term employment relationship, then unless his employment relationship ends earlier, it shall end on the expiry of the said term [Section 48(2)].

PART THREE

AGREEMENTS ON WORK PERFORMED OUTSIDE AN EMPLOYMENT RELATIONSHIP

Section 74
General provisions

(1) The employer must ensure the fulfilment of its tasks primarily by employees in an employment relationship.

(2) In agreements on work performed outside the employment relationship, the employer is not obliged to distribute working hours for the employee.

Section 75
Agreement to complete a job

The scope of work for which the work agreement is concluded may not exceed 300 hours in a calendar year. The scope of work also includes the period of work performed by the employee for the employer in the same calendar year on the basis of another agreement to complete a job. The agreement to complete a job must state the period for which this agreement is concluded.

Section 76
Agreement to perform work

(1) The employer may conclude an agreement to perform work with a natural person, even if the scope of work will not exceed 300 hours in the same calendar year.

(2) On the basis of an agreement to perform work, it is not possible to perform work to the extent exceeding on average half of the specified weekly working hours.

(3) Adherence to the agreed and maximum permissible extent of half of the specified weekly working hours shall be assessed over the entire period for which the employment agreement was concluded, but no longer than for a period of 52 weeks.

(4) The agreement to perform work must specify the agreed scope of work, the agreed working hours and the period for which the agreement is concluded.

Section 77
Common provision on agreements on work performed outside an employment relationship

(1) The agreement to complete a job and the agreement to perform work must be concluded in writing; one copy of this agreement shall be provided by the employer to the

employee.

(2) Unless otherwise provided in this Act, work performed on the basis of agreements on work performed outside an employment relationship shall be subject to the regulation for the performance of work in an employment relationship, except in the case of:

(a) transfer to other work and relocation;

(b) temporary assignment;

(c) severance pay;

(d) working hours and rest periods; however, the work must not exceed 12 hours in any 24-hour period;

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

(f) leave;

(g) termination of employment relationship;

(h) remuneration (hereinafter "remuneration from an agreement"), with the exception of the minimum wage; and

(i) travel allowances.

(3) The right of an employee working on the basis of an agreement to perform work to other important personal obstacles to work and to leave may be agreed or determined by an internal regulation, under the conditions specified in Sections 199, 206 and in Part Nine. However, an agreement to complete a job and an agreement to perform work must be in accordance with Sections 191 to 198 and Section 206.

(4) If the method of terminating the legal relationship established by the agreement to complete a job or the agreement to perform work is not agreed, it is possible to cancel it:

(a) by agreement of the parties as of the agreed date;

(b) notice of termination for any reason, or without giving any reason, with a 15-day notice period beginning on the date on which the notice of termination was received by the other party; or

(c) immediate cancellation; however, the immediate cancellation of the legal relationship established by an agreement to complete a job or an agreement to perform work may be agreed only where it is possible to terminate the employment relationship immediately.

A written form is required for the termination of a legal relationship established by an agreement to complete a job or agreement to perform work, otherwise its notice of termination or immediate cancellation is disregarded.

PART FOUR

WORKING HOURS AND REST PERIODS

TITLE I

GENERAL PROVISIONS ON WORKING HOURS AND DURATION OF WORKING HOURS

Section 78

(1) For the purposes of regulating working hours and rest periods:

(a) “working hours“ or “working time” 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;

(b) “rest period” means any period other than working hours;

(c) “shift” 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 of shifts;

(d) “two-shift work regime ” means a work regime in which employees rotate in two shifts within a period of 24 consecutive hours;

(e) “multi-shift work regime” means a work regime in which employees alternate regularly in three or more shifts within 24 consecutive hours;

(f) “continuous working regime” means a working regime in which employees alternate regularly in shifts in the continuous operation of the employer within 24 consecutive hours;

(g) “continuous operation” means operation which requires the performance of work 24 hours a day, 7 days a week;

(h) “on-call duty” means a period during which the employee is ready to perform any work under the employment contract which must, in the event of an urgent need, be performed beyond his shift schedule. On-call duty may only be at another place agreed with the employee, different from the employer’s workplaces;

(i) “overtime” means work by an employee on behalf of the employer or with his consent beyond a scheduled weekly working hours resulting from a predetermined working time schedule and held outside the shift schedule. For employees with shorter working hours, overtime is work exceeding the scheduled weekly working hours; it is not possible to order overtime to these employees. Where the employer provides his employee with time off at the employee’s request and the employee performs work to compensate for such time off, this is not regarded as overtime;

(j) “night work” means work at night-time; night-time is the time between 10p.m. and 6a.m.;

(k) “night employee” 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 schedule of working hours” means that the scheduled weekly working hours or reduced working hours are allocated by the employer to individual weeks;

(m) “uneven schedule of working hours” means that the scheduled weekly working hours or reduced working hours 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 scheduled weekly working hours. Only a 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 employees there is concurrent performance of work also by employees of the follow-up shifts provided that this lasts for a maximum of one hour.

Section 79

Scheduled weekly working hours

(1) The length of the scheduled weekly working hours is 40 hours per week.

(2) The length of the scheduled weekly working hours is:

(a) 37.5 hours per week for employees working underground in the mining of coal, ores and non-metallic raw materials, in mining construction and at mining workplaces of geological survey;

(b) 37.5 hours per week for employees with a multi-shift or continuous working regime;

(c) 38.75 hours per week for employees with a two-shift work regime;

(3) The reduction of the scheduled weekly working hours without reduction of wage below the scope specified in subsections (1) and (2) may be contained only in a collective agreement or internal regulation and may not be carried out by the employer in accordance with Section 109(3). These reduced weekly working hours are the scheduled weekly working hours.

Section 79a

In the case of an employee under the age of 18, the length of the shift on individual days may not exceed 8 hours and in several basic labour-law relationships pursuant to Section 3 the total weekly working hours must not exceed 40 hours per week in total.

Section 80

Reduced working hours

Reduced working hours below the scope set out in Section 79 may only be agreed between the employer and the employee. Employees are entitled to a wage or salary that

corresponds to the agreed reduced working hours.

TITLE II

WORKING HOURS SCHEDULE

Chapter 1

Basic provisions

Section 81

(1) Working hours are distributed by the employer, determining the beginning and end of shifts.

(2) Working hours are usually scheduled within a five-day working week. When scheduling working hours, the employer is obliged to take into account that this schedule does not conflict with aspects of safe and non-hazardous work.

(3) The employee is obliged to be at his workplace at the beginning of the shift and to leave it only after the end of the shift.

Section 82

repealed

Section 83

The length of the shift must not exceed 12 hours.

Section 84

The employer is obliged to prepare a written schedule of weekly working hours and acquaint the employee with it or its change no later than 2 weeks and in the case of a working time account 1 week before the beginning of the period for which the working hours are scheduled unless other time of acquainting is agreed with the employee.

Section 84a

repealed

Chapter 2

Flexible working hours schedule

Section 85

(1) Flexible working hours schedule includes periods of basic and optional working hours, the beginning and end of which are determined by the employer.

(2) During basic working hours, the employee is obliged to be at the workplace.

(3) During the optional working hours, the employee chooses the beginning and end of working hours. The total length of the shift must not exceed 12 hours.

(4) With a flexible working hours schedule, the average weekly working hours must be completed in the balancing period determined by the employer, but no later than in the period specified in Section 78(1)(m).

(5) Flexible working hours schedule shall not apply:

(a) during the employee's business trip;

(b) while taking the leave;

(c) if it is necessary to complete an urgent work task in a shift the beginning and end of which are fixed;

(d) if its application is prevented due to operational reasons;

(e) at a time of significant personal obstacles to work in accordance with Sections 191 and 191a; and

(f) in other cases determined by the employer.

(6) In the cases referred to in subsection (5), a predetermined schedule of weekly working hours into shifts shall apply to the employees, which the employer is obliged to determine for this purpose.

Chapter 4

Working time account

Section 86

(1) The working time account is a method of arranging working hours, which may be introduced only by a collective agreement or an internal regulation with an employer whose employees are not organised in a trade union organisation.

(2) The working time account may not be applied to employers provided in Section 109(3).

(3) If a working time account is applied, the balancing period may not exceed 26 consecutive weeks. However, only a collective agreement may limit this period to a maximum of 52 consecutive weeks.

(4) Only if agreed in the collective agreement, overtime worked in the working time

account in the balancing period agreed in the collective agreement which does not exceed 52 consecutive weeks to the extent of a maximum of 120 hours may be included in the working hours only in the following the balancing period.

Section 87

(1) When applying a working time account, the employer is obliged to keep an employee's working time account and an employee's salary account.

(2) The employee's working time account shall include:

(a) the scheduled weekly working hours or reduced working hours;

(b) the working hours schedule for each working day, including the beginning and end of the shift; and

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

(3) If a shorter period than stated in Section 86(3) is used when applying the working time account, the difference between the scheduled weekly working hours or reduced working hours and the working hours worked after the end of this shorter period must be assessed.

TITLE III

WORK BREAKS AND SAFETY BREAKS

Section 88

(1) After an employee's continuous work for no more than six hours, 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) If a work break for meal and rest has been divided, at least one part of it must last for at least 15 minutes.

(3) Work breaks for meal and rest are not provided at the beginning and end of working hours.

(4) Provided work breaks for meal and rest are not included in working hours.

Section 89

(1) If an employee has the right to a safety break during special work in accordance with special legal regulations, this break shall be included in working hours.

(2) If the safety break falls within a break in work for meal and rest, the work break for

meal and rest shall be included in working hours.

TITLE IV

REST PERIODS

Chapter 1

Uninterrupted rest between two shifts

Section 90

(1) The employer is obliged to schedule working hours so that the employee has an uninterrupted rest of at least 11 hours (12 hours for employees under 18 years of age) between the end of one shift and the beginning of the next shift during 24 consecutive hours.

(2) The rest pursuant to subsection (1) may be reduced to up to 8 hours during 24 consecutive hours in the case of employees over the age of 18, provided that the following rest will be extended by the period of reduction of this rest:

(a) in continuous operations, with unevenly distributed working hours and overtime;

(b) in agriculture;

(c) in the provision of services to the public, in particular:
1. in public catering;
2. in cultural facilities;
3. in telecommunications and postal services;
4. in healthcare facilities;
5. in social services facilities[22a)];

(d) in the case of urgent repair work concerning averting a threat to the life or health of employees;

(e) in the event of natural disasters and other similar emergencies.

Section 90a

Rest between the end of one shift and the beginning of the next shift, reduced in accordance with Section 90(2), may be compensated in the case of an employee over the age of 18 for seasonal work in agriculture by providing him with such compensation within a period of 3 weeks from the reduction.

Chapter 2

Non-working days

Section 91

(1) Public holidays include days on which the employee has a continuous rest during the week, and public holidays[23)].

(2) Work on non-working days may be ordered by the employer only in exceptional cases.

(3) On the day of continuous rest during the week, the employer may order the employee only to perform the following necessary work, which cannot be performed on working days:

(a) urgent repair work;

(b) loading and unloading work;

(c) stock-taking and account-closing work;

(d) work performed in continuous operation for an employee who did not show up for the shift;

(e) in the event of natural disasters and other similar emergencies;

(f) work necessary with regard to meeting the living, health, educational, cultural, physical education and sports needs of the population,

(g) work in transport;

(h) the feeding and treatment of animals.

(4) On public holidays, the employer may order the employee only to perform work that may be ordered to employees on days of uninterrupted rest during the week, work in continuous operation and work required for guarding the employer's premises.

(5) On non-working days, the employer may order only the performance of the work referred to in subsections (3) and (4) no more than twice during a period of 4 consecutive weeks, if Section 86(4) applies in the working time account.

(6) In the case of an employer with whom the employee performs work in night shifts, the non-working day begins on the hour corresponding to the start of the employees of the shift which starts first in the week according to the shift schedule. The first sentence may also be used for the purposes of the right to wage or salary, remuneration from an agreement to complete a job or agreement to perform work and to determine average earnings.

Chapter 3

Uninterrupted rest period per week

Section 92

(1) The employer is obliged to schedule working hours so that the employee has an uninterrupted rest during the week of at least 35 hours. 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 cases 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 the 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) If agreed, uninterrupted rest may be provided in agriculture so that this rest will be:

(a) at least 105 hours for a period of 3 weeks;

(b) at least 210 hours for a period of 6 weeks in the case of seasonal work.

TITLE V

OVERTIME WORK

Section 93

(1) Overtime work may be performed only exceptionally.

(2) The employer may order overtime work to the employee only for serious operational reasons, even for a period of uninterrupted rest between two shifts, or under the conditions specified in Section 91(2) to (4) even on non-working days. Ordered overtime work for an employee may not exceed 8 hours in individual weeks and 150 hours in a calendar year.

(3) The employer may require overtime work beyond the scope specified in subsection (2) only on the basis of an agreement with the employee.

(4) The total scope of overtime work may not average more than 8 hours per week in a period which may not exceed 26 consecutive weeks. Only a collective agreement may limit this period to a maximum of 52 consecutive weeks.

(5) The number of hours of the maximum permissible overtime work in the balancing period pursuant to subsection (4) shall not include overtime work for which the employee was provided with compensatory time off.

Section 93a

repealed

TITLE VI

NIGHT WORK

Section 94

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

(2) The employer is obliged to ensure that the employee working at night is examined by the occupational health service provider in cases and under the conditions set for occupational medical services in the Specific Medical Services Act. The employee may not be required to provide reimbursement of the provided medical services.

(3) The employer is obliged to provide adequate social security for employees working at night, especially the possibility of refreshments.

(4) The employer is obliged to equip the workplace where night work is performed with the means for providing first aid, including the provision of means enabling emergency medical care to be called.

TITLE VII

ON-CALL DUTY

Section 95

(1) The employer may request on-call duty from the employee only if it is agreed with the employee. On-call duty entitles employees to remuneration under Section 140.

(2) The employee is entitled to a wage or salary for work during on-call duty; employees are not entitled to remuneration pursuant to Section 140 during this period. The on-call duty beyond the specified weekly working hours is overtime work (Section 93).

(3) On-call duty during which no work is performed shall not be counted towards working hours.

TITLE VIII

COMMON PROVISIONS ON WORKING HOURS AND REST PERIODS

Section 96

(1) The employer is required to keep the records for each employee, showing the start and end of:

(a) worked
1. shift [Section 78(1)(c)];
2. overtime work [Section 78(1)(i) and Section 93];
3. night work (Section 94);
4. on-call duty (Section 95(2));

(b) on-call duty held by the employee [Section 78(1)(h) and Section 95].

(2) At the request of the employee, the employer is obliged to allow the employee to consult his working time account or working time records and his salary account and obtain extracts from them or duplicates at the employer’s expense.

Section 97

(1) Obstacles to work on the employee’s side in the case of flexible working hours are considered as work performance only to the extent that they affected the basic working hours.

(2) In the event of obstacles to work on the employee’s side in the case of flexible working hours, defined by the exact length of the necessary period for which the employee is entitled to time off work, or if it is an activity in the cases specified in Section 203(2)(a), this entire period is considered as the performance of work.

(3) Obstacles to work on the employer’s side in the case of flexible working hours are considered to be work performance if they affected the employee's shift, for each individual day within the scope of the average length of the shift.

(4) For the purposes of subsections (1) to (3), a period corresponding to the average length of a shift resulting from the scheduled weekly working hours or from reduced working hours shall be considered a period of 1 day.

(5) When applying the working time account, time off due to obstacles to work on the employee’s side shall be provided to the extent of the necessary time, or to the length of the shift scheduled by the employer for the relevant day.

Section 98

(1) Overtime work in the application of flexible working hours is always determined as work over the scheduled weekly working hours and over basic working hours.

(2) Overtime work when applying the working time account is work performed over the scheduled weekly working hours, which is a multiple of the specified weekly working time and the number of weeks of the balancing period pursuant to Section 86(3) or Section 87(3).

Section 99

The employer is obliged to discuss measures concerning collective working time arrangements, overtime work, the possibility of ordering work on non-working days and night work with regard to occupational safety and health in advance with the trade union organisation.

TITLE IX

AUTHORIZING PROVISIONS

Section 100

(1) The Government shall provide by a Decree derogations from the working hours and rest periods of employees in transport, namely:

(a) truck or bus crew members[24];

(b) road maintenance employees[25];

(c) rail employees on national rail, regional rail and siding[26];

(d) public transport employees[27];

(e) aircraft crew members and airport operations employees[28];

in doing so, it shall specify the group of employees referred to in points (a) to (e) and regulate the procedure and other obligations of the employer and employees with regard to working hours and rest periods.

(2) The Government may set out in its Decree derogations concerning the working hours and rest periods of members of a fire brigade unit belonging to the employer's undertaking[31] where such brigade consists of the employer's employees who carry out this activity in this unit as their job and whose working obligations include direct performance of the fire brigade unit tasks; however, such derogations shall not apply to the length of the scheduled weekly working hours. As regards the derogations 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

TITLE I

PREVENTION OF OCCUPATIONAL RISK TO LIFE AND HEALTH

Section 101

(1) The employer is obliged to ensure the protection of occupational safety and health of employees with regard to the risks of possible danger to their lives and health, which relate to the performance of work (hereinafter the "risks").

(2) The obligation to ensure occupational health and safety imposed on employers by subsection (1) or by special legal regulations is an integral and equivalent part of the job duties of managerial employees at all levels of management within the scope of the positions they hold.

(3) If employees of two or more employers perform tasks at one workplace, the employers are obliged to inform each other in writing about the risks and measures taken to protect them, which relate to the performance of work and the workplace, and to cooperate in ensuring safety and health at work for all employees in the workplace. Based on the written agreement of the participating employers, the employer authorized by this agreement coordinates the implementation of measures to protect the safety and health of employees and the procedures for ensuring them.

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

(a) ensure that its activities and the work of its employees are organized, coordinated and carried out in such a way that the employees of another employer are also protected at the same time;

(b) inform the trade union organisation and the employees' representatives in the field of occupational safety and health sufficiently and without undue delay, and, in their absence, its employees directly, of the risks and measures received from other employers.

(5) The employer's obligation to ensure occupational safety and health applies to all natural persons present at its workplaces with its knowledge.

(6) The costs associated with ensuring occupational safety and health must be borne by the employer; these costs must not be passed on directly or indirectly to employees.

Section 102

(1) The employer is obliged to create a safe and non-hazardous working environment and working conditions by a suitable organization of occupational safety and health and by taking measures to prevent risks.

(2) Risk prevention means all measures resulting from legal and other regulations to ensure occupational safety and health and employer measures aimed at preventing, eliminating or minimizing the effects of irremediable risks.

(3) The employer is obliged to constantly search for dangerous factors and processes of the working environment and working conditions, to find out their causes and sources. Based on this finding, it shall identify and assess risks and take measures to eliminate them and implement such measures so that due to more favourable working conditions and the level of decisive factors of work hitherto classified as risky pursuant to a special legal regulation, they may be classified to a lower category. To this end, it is obliged to regularly check the level of occupational safety and health, especially the condition of means of production and work and workplace equipment and the level of risk factors of working conditions, and to observe methods and the manner of finding and evaluating risk factors pursuant to a special legal regulation.

(4) If it is not possible to eliminate the risks, the employer is obliged to evaluate them and take measures to limit their effects so that the threat to the safety and health of employees is minimized. The measures taken are an integral and equal part of all employer activities at all levels of management. The employer is obliged to keep documentation on the search for and evaluation of risks and on the measures taken pursuant to the first sentence.

(5) When adopting and implementing technical, organizational and other measures to prevent risks, the employer is obliged to observe the general preventive principles, which means:

(a) risk reduction;

(b) elimination of risks at the source of their origin;

(c) adapting working conditions to the needs of employees in order to reduce the negative

effects of work on their health;

(d) replacement of physically strenuous work by new technological and work procedures;

(e) replacement of hazardous technologies, means of production and work, raw materials and materials with less hazardous or less risky ones, in accordance with the development of the latest scientific and technical knowledge;

(f) limiting the number of employees exposed to risk factors of working conditions exceeding the maximum hygienic limits and other risks to the minimum number necessary to ensure operation;

(g) planning in the implementation of risk prevention using technology, work organization, working conditions, social relations and the impact of the working environment;

(h) preferential application of means of collective protection against risks over means of individual protection;

(i) implementation of measures aimed at reducing the leakage of pollutants from machinery and equipment;

(j) the provision of appropriate instructions to ensure occupational safety and health.

(6) The employer is obliged to take measures in case of emergency, such as accidents, fires and floods, other serious dangers and evacuation of employees, including instructions to stop work and leave the workplace immediately and go to safety; it cooperates with the occupational health service provider in providing first aid. The employer is obliged to ensure and determine according to the type of activity and the size of the workplace the required number of employees who organize the provision of first aid, ensure the calling of especially the emergency medical service provider, the Fire and Rescue Service of the Czech Republic and the Police of the Czech Republic and organize the evacuation of employees. The employer is obliged to ensure, in cooperation with the provider of occupational health services, their training and equipping to the extent corresponding to the risks occurring at the workplace.

(7) The employer is obliged to adapt the measures to changing facts, to control their effectiveness and compliance, and to ensure the improvement of the working environment and working conditions.

TITLE II

OBLIGATIONS OF THE EMPLOYER, RIGHTS AND OBLIGATIONS OF THE EMPLOYEE

Section 103

(1) The employer is obliged to:

(a) not allow the employee to perform prohibited work and work whose intensity would not correspond to his abilities and medical fitness;

(b) inform the employee of the category in which the work he performs was classified; the categorization of works is regulated by a special legal regulation[32)];

(c) ensure that the work in cases stipulated by a special legal regulation is performed only by employees who have a valid medical certificate, who have undergone special vaccination or have proof of resistance to disease;

(d) inform employees which occupational health service provider will provide them with occupational health services and what types of vaccinations and which occupational health check-ups and examinations they are obliged to undergo, to enable employees to undergo these vaccinations, check-ups and examinations to the extent specified by special legal regulations or by a decision of the competent public health authority;

(e) compensate to the employee who undergoes an occupational medical check-up, 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 the employee's average earnings;

(f) ensure for the employees, in particular those on a fixed-term employment relationship, 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 in accordance with this Act and special legal regulations[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 and on relevant measures, in particular those concerning getting a fire under control, providing first aid and evacuating natural persons in case of emergencies;

(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 female employees, lactating female employees and female employees who are 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 the employee to inspect records kept by the employer in connection with securing the 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 the employees' health and whose remuneration would lead to an increase of 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 special legal

regulations[33)].

The information and guidelines must always be provided when the employee is hired, transferred to other work or relocated, or upon a change in the working environment, the introduction or change of working equipment, technology or working procedures. The employer shall keep records of such information and guidelines.

(2) The employer shall ensure employee training on legal and other regulations on occupational safety and health, 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 legal and other regulations. The training under the first sentence shall be arranged by the employer when the employee commences work and also:

(a) in the event of a change of:
1. working position;
2. type of work;

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

(c) in cases which have or may have a significant effect on occupational safety and health.

(3) The employer shall determine the content and frequency of employee training regarding the statutory provisions and other regulations with the view to safeguarding occupational safety and health, the manner of checking the employees' knowledge thereof and the keeping of records of such employee trainings. If required by the nature of the risk and its severity, the training under the first sentence must be repeated on a regular basis; in the cases referred to in subsection 2(c) the training must be carried out without undue delay.

(4) The employer shall adapt rest areas at the workplace for pregnant female employees, lactating female employees and for female employees who are mothers until the end of their ninth month after childbirth.

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

Section 104

Personal protective equipment, work clothes and footwear, washing, cleaning and disinfecting agents and protective beverages

(1) Where occupational risks cannot be eliminated or sufficiently curbed by means of collective protection or by measures in the field of work organization, the employer shall provide his employees with personal protective equipment. Personal protective equipment are protective and safety aids which must protect employees against risks, may not endanger their health, may not hinder them in the performance of their work and must meet the requirements

laid down in a directly applicable European Union regulation[34)].

(2) In an 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 equipment.

(3) The employer shall provide his employees with washing, cleaning and disinfecting agents 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 regulations.

(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, cleaning and disinfecting agents 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, cleaning and disinfecting agents and protective beverages.

Section 105

Obligations of employers relating to industrial injuries and occupational diseases

(1) The employer on whose premises an industrial injury 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 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 and acquaint him with the results of the investigation.

(2) The employer shall keep records of industrial injuries 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 injures and keep documentation on all industrial injuries which resulted in:

(a) an injury of an employee with work incapacity for more than 3 calendar days; or

(b) to the death of the employee.

The employer is obliged to hand over one copy of the accident record to the affected

employee and in the event of a fatal industrial injury to his family members.

(4) The employer is obliged to report an industrial injury and send a record of the accident to the designated authorities and institutions.

(5) The employer is obliged to take measures against the recurrence of industrial injuries 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 diseases originates or from which a particular occupational disease arises.

(7) The Government shall provide by a Decree:

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

(b) injury reporting;

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

(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 of changes in the industrial injury report;

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

(f) a model industrial injury report and a model report of changes in industrial injury report.

Section 106

Rights and obligations of the employee

(1) The employee has the right to ensure safety and health at work, to information about the risks of his work and to information on measures to protect against their effects; the information must be comprehensible to the employee.

(2) The employee is entitled to refuse to perform work which he reasonably considers to be an immediate and serious threat to his life or health, or to the life or health of other natural persons; such a refusal cannot be considered as a breach of the employee's obligations.

(3) The employee has the right and obligation to participate in the creation of a safe and non-hazardous working environment, in particular by applying the measures set and adopted by the employer and by participating in solving issues of occupational safety and health.

(4) Each employee is obliged to take care, within its personal capacity, of his own safety, his own health and the safety and health of natural persons who are directly affected by his actions or omissions at work. Knowledge of the basic obligations arising from legal and other regulations and the requirements of the employer to ensure safety and health at work is an integral and permanent part of the employee's qualifications. The employee is obliged to:

(a) participate in training provided by the employer focused on safety and health at work, including verification of his knowledge;

(b) undergo an occupational medical examinations, check-ups or vaccinations as provided for by special legislation[32)];

(c) comply with legal and other regulations and instructions of the employer to ensure occupational safety and health, with which he was duly acquainted, and follow the principles of safe behaviour at the workplace and the employer's information;

(d) to observe the specified working procedures at work, to use the specified means of work, means of transport, personal protective equipment and protective means and not to change or decommission them arbitrarily;

(e) not to consume alcoholic beverages or abuse other addictive substances[35)] at the employer's workplaces and also outside these workplaces during working hours, and not to enter the employer's workplaces under their influence and not to smoke in workplaces and other areas where non-smokers are also exposed to the effects of smoking. The prohibition to consume alcoholic beverages does not apply to employees who work in adverse microclimatic conditions if they consume beer with reduced alcohol content and to employees whose consumption of these beverages is part of the performance of work tasks or is usually associated with the performance of these tasks;

(f) to inform his superior managerial employee about deficiencies and defects in the workplace which endanger or could directly and seriously endanger the occupational safety or health of employees, in particular imminent incidents or deficiencies in organizational measures, defects or malfunctions of technical equipment and protective systems intended for their prevention;

(g) with regard to the type of work he performs, to participate, within his capacity, in eliminating deficiencies found during inspections of bodies responsible for performing inspections pursuant to special legal regulations[36)];

(h) immediately notify his superior managerial employee of his industrial injury, if his health condition allows it, and the industrial injury of another employee, or the accident of another natural person which he witnessed, and cooperate in clarifying its causes;

(i) to submit, at the instruction of an authorized managerial employee designated in writing by the employer, whether he is under the influence of alcohol or other addictive substances[33), 35)].

TITLE III

COMMON PROVISIONS

Section 107

Further requirements of occupational safety and health in labour-law relationships, as well as ensuring occupational safety and health in activities or the provision of services outside labour-law relationships are set out in the Act on ensuring other conditions of occupational safety and health[37)].

Section 108

Employees' participation in addressing occupational safety and health issues

(1) Employees may not be deprived of the right to participate in addressing issues related to occupational safety and health through a trade union organisation and an occupational safety and health representative.

(2) The employer is obliged to enable trade union organisations and occupational safety and health representatives or directly employees to:

(a) take part in meetings concerning occupational safety and health or to provide them with information about such meetings;

(b) hear their information, comments and suggestions for the adoption of measures concerning occupational safety and health, in particular proposals for the elimination of risks or the mitigation of risks which cannot be eliminated;

(c) discuss:
1. essential measures concerning occupational safety and health;
2. assessment of risks, adoption and implementation of measures to reduce their impact, performance of work in controlled areas and classification of work into categories pursuant to a special legal regulation[38)];
3. organization of training on legal and other regulations to ensure occupational safety and health;
4. designation of a professionally qualified natural person for risk prevention pursuant to the Act on Ensuring Additional Conditions of Occupational Safety and Health[37).]

(3) The employer is also obliged to inform the trade union organisation and the occupational safety and health representative or directly the employee about:

(a) the employees designated to organize the provision of first aid, to ensure the call of medical assistance, the fire rescue service and the Police of the Czech Republic and to organize the evacuation of employees;

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

(c) designation of a professionally qualified natural person for risk prevention pursuant to the Act on Ensuring Additional Conditions of Occupational Safety and Health[37)];

(d) any other matter which may significantly affect occupational safety and health.

(4) A trade union organisation and the occupational safety and health representative or employees are obliged to cooperate with the employer and with professionally qualified natural persons to prevent risks in accordance with the Act on Ensuring Additional Conditions of Occupational Safety and Health[37)] so that the employer can ensure safe and non-hazardous working conditions and comply with all obligations stipulated by special legal regulations and measures of the bodies responsible for inspection pursuant to special legal regulations[36)].

(5) The employer is obliged to organize at least once a year inspections of occupational safety and health at all workplaces and facilities of the employer in agreement with the trade union organisation and with the consent of the employee occupational safety and health representative and eliminate identified deficiencies.

(6) The employer is obliged to provide trade union organisations and occupational safety and health representatives with training enabling them to properly perform their function and to make available to them legal and other regulations to ensure safety and health at work and documents on:

(a) risk identification and evaluation, measures to eliminate risks and limit their impact on employees and to organize appropriate safety and health protection of employees at work;

(b) registration and reporting of industrial injuries and recognized occupational diseases;

(c) the exercise of control and measures of bodies responsible for the exercise of control over occupational safety and health pursuant to special legal regulations[36)].

(7) The employer is obliged to enable trade union organisations and occupational safety and health representatives to present their comments during inspections of bodies responsible for performing inspections pursuant to special legal regulations[36)].

PART SIX

REMUNERATION FOR WORK, REMUNERATION FOR ON-CALL DUTY AND DEDUCTIONS FROM INCOME FROM A BASIC LABOUR-LAW RELATIONSHIP

TITLE I

GENERAL PROVISIONS ON WAGE, SALARY AND REMUNERATION FROM AN AGREEMENT

Section 109

Wage, salary and remuneration from an agreement

(1) The employee is entitled to a wage, salary or remuneration from an agreement for the work performed under the conditions stipulated by this Act, unless otherwise provided by this Act or a special legal regulation[39)].

(2) Wage is a monetary benefit or benefit of monetary value (in-kind wage) provided by the employer to the employee for work, unless otherwise provided in this Act.

(3) Salary is a monetary benefit for the work of an employee by the following employers:

(a) the State[6)];

(b) territorial self-governing unit[40)];

(c) state fund[14)];

(d) a publicly co-funded organization whose salary and on-call duty remuneration costs are fully covered by the operating allowance[15)] provided from the budget of the founder or from payments in accordance with special legal regulations; or

(e) a school legal person established by the Ministry of Education, Youth and Sports, a region, a municipality or a voluntary association of municipalities pursuant to the Education Act[41)]; with the exception of monetary benefits provided to citizens of foreign states with a place of work outside the territory of the Czech Republic.

(4) Wages and salaries are provided according to the complexity, responsibility and strenuousness of work, according to the difficulty of working conditions, according to work performance and achieved work results.

(5) Remuneration from an agreement is a monetary benefit provided for work performed 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 of the employer are entitled to the same wage, salary or remuneration from an agreement for the same work or for work of the same value.

(2) The same work or work of equal value means work of the same or comparable complexity, responsibility and strenuousness, which takes place in the same or comparable working conditions, with the same or comparable work performance and work results.

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

(4) Working conditions are assessed according to the difficulty of working regimes resulting from working time arrangements, for example shifts, non-working days, night work or overtime, depending on the harmfulness or difficulty due to other negative effects of the working environment and the risk of the working environment.

(5) Work performance is assessed according to the intensity and quality of the work performed, work abilities and work competence, and work results are assessed according to quantity and quality.

Section 111

Minimum wage

(1) Minimum wage is the lowest permissible amount of remuneration for work in a basic labour-law relationship pursuant to Section 3. The wage, salary or remuneration of the agreement may not be lower than the minimum wage. For this purpose, wages and salaries do

not include wages or salaries for overtime, holiday pay, night work, work in a difficult working environment and work on Saturdays and Sundays.

(2) The minimum wage base rate and further minimum wage rates differentiated with regard to influences limiting the employee's employability, and the conditions for minimum wage payment, shall be set out in a Government Decree, as a rule taking effect as of the beginning of a calendar year, taking into account the development of wages and consumer prices. The minimum wage base rate shall be CZK 7,955 per month or CZK 48.10 per hour; further minimum wage rates may not be lower than 50 % of the minimum wage base rate.

Note: for current minimum wage rates, see Government Decree No 567/2006

(3) If the wage, salary or remuneration from an agreement does not reach the minimum wage, the employer is obliged to provide the employee with an additional payment:

(a) to the wage equal to the difference between the wage reached in the calendar month and the relevant minimum monthly wage or the difference between the wage per hour worked and the relevant minimum hourly wage; the use of an hourly or monthly minimum wage shall be agreed, set or determined in advance, otherwise a minimum hourly wage shall be used for the purposes of the additional payment;

(b) to a salary equal to the difference between the salary achieved in the calendar month and the relevant minimum monthly salary; or

(c) to the remuneration from an agreement in the amount of the difference between the amount of this remuneration per hour and the relevant minimum hourly wage.

Section 112

Guaranteed wage

(1) A guaranteed wage is a wage or salary to which an employee has become entitled under this Act, a contract, an internal regulation, a wage statement or a salary statement (Section 113(4) and Section 136).

(2) The lowest level of the guaranteed wage and the conditions for its provision to employees whose wages are not agreed in the collective agreement and for employees who are provided salary for their work shall be set by a Government Decree, usually with effect from the beginning of the calendar year taking into account developments in wages and consumer prices. The lowest level of the guaranteed wage may not be lower than the amount stipulated by this Act in Section 111(2) as the basic minimum wage rate. The next lowest guaranteed wage levels are set differently according to the complexity, responsibility and strenuousness of the work performed, so that the maximum increase is at least twice the lowest guaranteed wage level. Depending on the degree of effects limiting the employee's employability, the Government may set the lowest level of guaranteed wage pursuant to the second and third sentences up to 50% lower.

(3) If the wage or salary excluding overtime wage or salary, additional pay for work on public holidays, for night work, for work in a difficult working environment and for work on

Saturdays and Sundays does not reach the relevant lowest level of guaranteed wage pursuant to subsection (2), the employer is obliged to provide the employee with additional payment to:

(a) the wage which is equal to the difference between the relevant lowest level of the guaranteed wage and the wage attained by the employee in the calendar month, or equal to a difference between the relevant hourly rate of the lowest level of the guaranteed wage and the employee's wage per hour; 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) the salary equal to the difference between the salary attained in the calendar month and the relevant lowest level of the guaranteed wage.

TITLE II

WAGE

Section 113

Agreeing, setting or determining wage

(1) Wage is agreed in the contract or the employer sets it by an internal regulation or determines it by a wage statement, unless otherwise provided in subsection (2).

(2) Where an employee is the governing body of his employer, the wage is agreed or determined with this employee by the person having designated him to the said position unless otherwise provided in a special legal regulation.

(3) The wage must be agreed, set or determined before the commencement of the work for which this wage is to be paid.

(4) The employer shall give to the employee a written wage statement on the day when the employee commences work; this wage statement shall include the details of the manner of remuneration, the date and the place of wage payment, unless these details are stated in the employment contract 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 no later than on the date when the change takes effect.

Section 114

Wages or compensatory time off for overtime work

(1) As regards overtime work, an employee is entitled to the wage for work done within overtime (hereinafter the "attained wage") and to a bonus of at least 25% of his average earnings unless the employer and the employee have agreed that instead of the bonus for overtime work the employee will take compensatory time off within the scope of the hours when he worked overtime.

(2) Where the employer does not give the 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 bonus pursuant to subsection (1).

(3) The attained wage and bonus or compensatory time off pursuant to subsections (1) and (2) shall not to be paid if the wage is agreed (Section 113) already taking into account possible overtime work. Wage with regard to possible overtime work may be agreed in this way, if the scope of overtime work, which was taken into account when negotiating wages, is also agreed. 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 (Section 93(4)).

Section 115

Wage, compensatory time off or compensatory wage for work on a public holiday

(1) When an employee works on a public holiday[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[23)]; the employer shall grant the employee compensatory time off 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 the employee to pay him, in addition to the attained wage, a bonus at least in the amount of the employee's average earnings.

(3) The 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 for night work

For night work, employees are entitled to a wage and a bonus of at least 10% of average earnings. However, it is possible to agree on a different minimum amount and method of determining the bonus.

Section 117

Wage and bonus for work in a difficult working environment

For the period of work in a difficult working environment, the employee is entitled to the attained salary and surcharge. A Government Decree shall define difficult working environment for the purposes of remuneration and the amount of the bonus. The bonus for work in a difficult working environment is at least 10% of the amount provided by this Act in Section 111(2) as the basic minimum wage rate.

Section 118

Wage for work on Saturday and Sunday

(1) An employee is entitled to the attained wage and a bonus of at least 10% of his

average earnings for hours of work on Saturday and Sunday. However, it is possible to agree on a different minimum amount and method of determining the bonus.

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

Section 119

Wage in kind

(1) The employer may provide the wage in kind only with the consent of the employee and under the conditions agreed with him, to the extent appropriate to his 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) Products, with the exception of spirits, tobacco products or other addictive substances, performances, works or services may be provided as the wage in kind.

(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[42] or to the fair market price[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.

Salary when applying for a working time account

Section 120

(1) Where working time account (Sections 86 and 87) is used, the employee is entitled to his steady monthly wage (hereinafter the "steady wage"), as agreed in the collective agreement or as determined in the internal regulations, for individual months within a given balancing period [Sections 86(3) and 87(3)]. The steady wage of the employee may not be lower than 80 % of his average earnings.

(2) Where Section 86(4) is applied in the working time account, for every individual month the employee is entitled to a steady wage that may not be lower than 85 % of his average earnings.

(3) The employee's wage account (Section 87(1)) shall show the following:

(a) the employee's steady wage;

(b) the employee's attained wage for the calendar month to which he is entitled under this Act and under the agreed, set or determined conditions (Section 113).

Section 121

(1) For the balancing period, the employee is entitled to a wage in the amount of the sum of the steady wage paid. If, at the end of this period (Section 86(3) and Section 87(3)) or, on termination of employment relationship, the sum of the right to attained wage [Section

120(2)(b)] for individual calendar months is higher than the sum of paid steady wage, the employer is obliged to pay the difference to the employee.

(2) A steady wage shall be provided to the employee for the working hours scheduled by the employer in the relevant calendar month. The employee is entitled to the steady wage in full even if the employer does not schedule working hours in the relevant calendar month. The employee is not entitled to a steady wage for the period scheduled by the employer during which the employee does not work.

TITLE III

SALARY

Section 122
Determination of salary

(1) Unless otherwise provided in subsection (2), salary shall be determined by the employer in accordance with this Act, a government decree issued for its implementation in accordance with Section 111(2), Section 112(2), Section 123(6), Section 128(2) and Section 129(2) and within their limits in accordance with the collective agreement or internal regulation. It is not possible to determine the salary in any other way in a different composition and amount than the one stipulated by this Act and its implementing regulations, unless provided otherwise by a special law.[43a)].

(2) The salary of a managerial employee who is a governing body of the employer or who is the head of a State organizational unit[7)] or territorial self-governing unit[44)] (hereinafter the "organizational unit manager"), shall be determined by the authority which appointed him to the post, unless otherwise provided by a special legal regulation. The first sentence shall apply to the deputy managerial employee by analogy if the post of the managerial employee is temporarily vacant or if the managerial employee is temporarily not performing his duties.

Section 123
Salary scale

(1) Employees shall be entitled to the salary scale determined for the salary class and salary grade in which they are classified, unless otherwise provided in this Act.

(2) The employer shall classify the employee in the salary grade according to the type of work agreed in the employment contract and within the limits of the most demanding work required of him.

(3) The employer shall classify the managerial employee in the salary grade according to the most demanding work, the performance of which he manages or performs himself.

(4) The employer shall classify the employee in the salary grade according to the length of practical experience, period of childcare and period of compulsory or substitute military service or civilian service (hereinafter the "recognisable experience").

(5) Salary scales are set in 16 salary classes and in salary steps within each of them. Salary scales are rounded up to whole *koruna*.

(6) The Government shall provide by a Decree:

(a) the classification of work into salary classes in accordance with the characteristics of salary classes graded according to complexity, responsibility and strenuousness of work, which are listed in the Annex to this Act;

(b) qualification requirements for education for the performance of work included in individual salary classes;

(c) the method of assigning employees to salary classes;

(d) the conditions for determining recognisable experience;

(e) the conditions for a special method of classification in salary class and determination of salary scale for employees performing work the successful performance of which depends in particular on talent or physical fitness, for employees of a medical service provider and for employees performing simple service or routine work; the amount of the salary scale determined by a special method for employees of a health service provider must be determined at least in the amount corresponding to the salary scale to which the employees otherwise belong according to the salary class and salary grade in which he is classified according to subsections (1) to (5);

(f) the table of salary scales for the relevant calendar year in accordance with subsection (5) and taking into account the responsibilities and constraints in the performance of public administration and services and its importance, as a rule with effect from the beginning of the calendar year, so that the salary scales in each class are at least:

salary class	salary scale in CZK per month
1	6 500
2	7 110
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) The managerial employee is entitled to a management bonus, depending on the degree of management and the complexity of the management work.

(2) Those entitled to the management bonus also include:

(a) a deputy of the managerial employee who permanently deputises for the manager in the full scope of his managerial activity, if such deputisation is regulated by the employer in a special legal regulation or organizational regulation, within the scope of the management bonus set for the next lower level of management then the one to which the managerial employee being deputised is entitled;

(b) an employee who deputises for a managerial employee in the full scope of his managerial activities for more than 4 weeks and the deputisation is not part of his obligations under the employment contract, from the first day of deputisation. The bonus is payable under the same conditions set for the managerial employee being deputised.

(3) The amount of the management bonus is:

Management level	Management bonus in % from salary Scale of the highest salary grade in the salary class in which the managerial employee is assigned
1st management level: Managerial employee who manages subordinate employees	5 to 30
2nd management level: Managerial employee who manages managerial employees at the 1st management level or managerial employee-governing body that manages the subordinate employees	15 to 40
3rd management level: Managerial employee who manages Managerial employee at the 2nd management level Managerial employee-governing body that manages managerial employees at the 1st management level, or a managerial employee-organizational unit manager that manages managerial employees at the 1st management level	20 to 50
4th management level: managerial employee-governing body that manages managerial employees at the 2nd management level, managerial employee-organizational unit manager that manages managerial employees at the 2nd management level, Deputy	30 to 60

Member of the Government, Head of the Office of the President of the Republic, Head of the Office of the Chamber of Deputies of the Parliament of the Czech Republic, Head of the Office of the Senate of the Parliament of the Czech Republic, Head of the Office of the Public Defender of Rights, Financial Arbitrator and director of the Institute for the Study of Totalitarian Regimes
--- --- --- ---

(4) An employee who is not a managerial employee, but is entitled to organize, manage and check the work of other employees and give them binding instructions for this purpose, is entitled, depending on the complexity of the managerial work, to a management bonus of 5 to 15% of the salary scale of the highest salary grade in the salary class in which the employee is classified.

Section 125
Night work bonus

Employees are entitled to a bonus of 20 % of average hourly earnings per hour of night work.

Section 126
Bonus for work on Saturday and Sunday

(1) Employees are entitled to a bonus of 25 % of average hourly earnings per hour of work on Saturday or Sunday.

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

Section 127
Salary or compensatory time off for overtime work

(1) For an hour of overtime work, the employee is entitled to a part of the salary scale, personal and special bonus and bonus for work in a difficult working environment for 1 hour of work excluding overtime work in the calendar month in which he works overtime, and a bonus of 25 % of the average hourly earnings and, in the case of weekly uninterrupted rest days, a bonus of 50 % of the average hourly earnings, unless the employer and the employee have agreed to provide compensatory time off for overtime work instead of overtime pay. The salary is not reduced for the period of taking compensatory time off.

(2) If the employer does not provide the employee with compensatory time off for 3 consecutive calendar months after overtime work or at another agreed time, the employee is entitled to a part of the salary scale, personal bonus, special bonus, bonus for work in a difficult working environment and bonus pursuant to subsection (1).

(3) Employees who are entitled to a management bonus pursuant to Section 124, the salary is determined taking into account any overtime work in the range of 150 hours per calendar year. This does not apply to overtime work at night, on non-working days or during

on-call duty, for which the employer is obliged to provide salary or compensatory time off. All overtime work is always taken into account in the salary of a managerial employee who is a governing body or head of an organizational unit.

Section 128
Bonus for work in a difficult working environment

(1) Employees are entitled to a bonus for work in a difficult working environment. Difficult work environment is the work environment pursuant to the second sentence of Section 117.

(2) The amount of the bonus for work in a difficult working environment and the conditions for its provision shall be laid down in a Government Decree. The bonus for work in a difficult working environment is at least 5 % of the amount provided by this Act in Section 111(2) as the basic minimum wage rate per month.

Section 129
Extra bonus

(1) Employees who perform work in working conditions associated with an extraordinary neuropsychological load, risk to life and health or difficult work regimes shall be entitled to a special bonus.

(2) The government shall determine the division of work according to working conditions into groups depending on the degree of neuropsychological load and the probability of risk to life and health and according to the difficulty of work, the conditions for providing allowance and the amount of allowance in individual groups.

(3) The employer shall determine the amount of the surcharge to the employee within the range set for the group with working conditions in which the employee continuously performs work.

Section 130
Split shift bonus

(1) Employees to whom the employer has scheduled shifts split into 2 or more parts shall be entitled to a bonus of 30 % of the average hourly earnings for each shift so split.

(2) For the purposes of subsection (1), a split shift means a shift in which the continuous interruption of work or their total is at least 2 hours.

Section 131
Personal bonus

(1) An employee who attains very good long-term working results or fulfils long-term a greater range of working tasks than other employees may be granted by his employer a bonus of up to 50 % of the highest salary grade in the salary class 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 of up to 100 % of the highest salary grade in the salary class to which this employee is assigned.

Section 132
Bonus for direct pedagogical activity in excess of the determined scope

A pedagogical employee is entitled to a bonus in the amount of double the hourly average earnings for every hour of direct teaching, direct pedagogical activity, direct special pedagogical activity or direct pedagogical-psychological activity with direct effect on the person being educated, whereby he implements education and teaching pursuant to a special Act[46)], which he performs in excess of the scope of hours set by the school headmaster, or by the head of a school facility or the head of a social services facility[22a)] pursuant to another Act.

Section 133
Pedagogical employee's bonus for specialization

A bonus in the amount of CZK 1,000 to CZK 2,000 per month shall be granted to a pedagogical employee[45)] who, in addition to his pedagogical activity, performs specialized activities the performance of which requires further qualification requirements[47)].

Section 134
Reward

The employer may reward the employee for the successful completion of an extraordinary or particularly important work task.

Section 134a
Target reward

A target reward may be granted to an employee for the performance of an especially demanding task, defined in advance, whose 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 reward shall be communicated by the employer together with the relevant evaluation criteria before the start of the task implementation. The target reward shall be due to the 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 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 within the scope of hours for which he worked on a public holiday and this compensatory time off shall be granted by the end of the third calendar month after the said work performance on a public holiday or within another agreed period. The salary is not reduced for the period of taking compensatory time off.

(3) The employer and the employee may agree on the payment of a bonus 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

(1) The employer is obliged to issue a salary statement to the employee on the day he commences work; the salary statement must be in writing.

(2) The employer shall include in a salary statement the details of salary class and salary grade to which the employee has been assigned, together with the amount of salary scale and other regular items of the monthly salary. The date and place of salary payment shall be given in the salary statement unless these are included in the contract or internal regulations. Where there is a change in any facts included in a in the salary statement, the employer shall communicate this fact to the employee concerned in writing, including the reasons, no later than on the date when the change takes effect.

(3) A managerial employee who is a governing body or head of an organizational unit shall be issued a salary statement by the body competent to determine his salary (Section 122(2)).

Section 137
Salary Information System

(1) For the evaluation and development of the salary system, the Ministry of Finance operates the Salary Information System and provides data from this system to the Ministry of Labour and Social Affairs and the Ministry of the Interior. The Salary Information System is a public administration information system[48)].

(2) The salary information system means the collection, processing and keeping of data on funds for salaries and remuneration for on-call duty, average earnings and on personal data of employees[49)] affecting the amount of salary.

(3) Employers are obliged to provide the data referred to in subsection (2) to the Salary Information System to the extent and in the manner specified by a Government Decree.

TITLE IV

REMUNERATION FROM AN AGREEMENT

Section 138

The amount of remuneration from an agreement and the conditions for its provision are agreed in the agreement to complete a job or in the agreement to perform work.

TITLE V

WAGE OR SALARY FOR THE PERFORMANCE OF ALTERNATIVE WORK

Section 139

(1) If an employee has been transferred to alternative work for which a lower wage or salary is due:

(a) because of the risk of occupational diseases or if he has reached the maximum permissible exposure in accordance with a special legal regulation at the workplace designated by a decision of the competent public health protection authority19) [Section 41(1)(b)];

(b) according to a medical opinion issued by an occupational health service provider or a decision of the competent public health protection authority in order to protect the health of other natural persons against an infectious disease [Section 41(1)(d)];

(c) to avert an emergency, natural disaster or other imminent accident or to mitigate its immediate consequences (Section 41(4)); or

(d) for downtime or interruption of work caused by adverse weather conditions (Section 41(5));

he shall be entitled, for the duration of the transfer, to a wage or salary supplement up to the average earnings he made before the transfer.

(2) Where, in accordance with Section 41(2)(b), an employee is transferred to work other than that which was agreed (alternative work), he is entitled to a wage or salary for the alternative work performed by him; unless the employee is finally convicted of 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, for the duration of the transfer, to an additional payment up to the average earnings before his transfer.

(3) The Government may lay down in a Decree the conditions under which the competent administrative body shall pay to the employer the costs which this employer incurred on the additional payment to wage or salary paid to the employee who was transferred due to the reasons referred to in Section 41(1)(d).

TITLE VI

REMUNERATION FOR ON-CALL DUTY

Section 140

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

TITLE VII

COMMON PROVISIONS ON WAGES, SALARIES, REMUNERATION FROM AGREEMENTS AND REMUNERATION FOR ON-CALL DUTY

Section 141

(1) Wage or salary shall be payable after the performance of work no later than in the

calendar month following the month when the employee became entitled to his wage or salary or one of its components.

(2) Wage, salary and their individual components set, agreed or determined for an hour of work belong to the employee even for fractions of hours worked in the period for which the wage or salary is provided.

(3) The regular date of payment of wage or salary must be agreed, set or determined within the period referred to in subsection (1).

(4) The employer is obliged to pay the employee a wage or salary payable during the holiday before the start of the holiday, if the date of payment falls on the holiday period, unless the employee agrees on another day of payment. If the technique of calculating wages or salaries does not allow it, the employer is obliged to pay him a reasonable advance and he is obliged to pay him the remaining part of the wage or salary no later than in the next regular payment period.

(5) Upon the termination of employment relationship, the employer is obliged to pay the employee, at his request, a wage or salary for the monthly period to which he became entitled on the day of termination of employment relationship. If the technique of calculating wages or salaries does not allow it, the employer is obliged to pay him the wage or salary no later than in the next regular payment period of the wage or salary following the day of termination of employment relationship.

Section 142

(1) The employer is obliged to pay the wage or salary to the employee in legal money[50)].

(2) Wage or salary are rounded up to whole *koruna*.

(3) Wage or salary shall be paid during working hours and at the workplace unless another time and place of payment has been agreed or unless otherwise provided in this Act. If the employee cannot collect his wage or salary due to important reasons, the employer shall send him the wage or salary on the regular payment date, or no later than the next working day at its 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 may send, at its own expense and risk, the wage or salary to his employee so that the wage or salary is available to the employee by the determined payment date.

(5) During the monthly account of wage or salary, the employer is obliged to issue the employee with a written document including data on the individual components of the wage or salary and on the deductions made. At the request of the employee, the employer submits the documents used as the basis for the calculation of the wage or salary.

(6) A wage or salary may be paid to a person other than an employee only on the basis of a written power of attorney; this also applies to the spouse or partner[51a)] of the employee. Without the written power of attorney, a wage or salary may be paid to a person other than an

employee only if so provided by law or a special legal regulation[33)].

Section 143

(1) On the basis of an agreement with the employee, the employer shall, when paying the wage or salary or other pecuniary benefits in favour of the employee, after making any deductions from the wage or salary under this Act or special legal regulation, pay the amount determined by the employee at its own expense and risk to one payment account designated by the employee, no later than on the regular date of payment of the wage or salary, unless a later date is agreed with the employee in writing.

(2) Employees with a place of work abroad may, with their consent, be provided with a wage or salary or a part thereof in the agreed foreign currency, if the exchange rate for this currency is announced by the Czech National Bank. Section 142(2) on rounding is used to round wages in foreign currency with the necessary modifications.

(3) The exchange rate announced by the Czech National Bank valid on the day on which the employer purchases the foreign currency for the purpose of paying the wage or salary shall be used for the conversion of the wage or salary or part thereof into the foreign currency.

Section 144

Unless otherwise agreed between the employer and the employee on payment date and payment, the payment date and payment of remuneration from an agreement, the remuneration for on-call duty and the compensatory wage or salary shall be governed by Sections 141, 142 and 143 by analogy. If a one-time payment of the remuneration from an agreement is agreed only after the completion of the entire work task, the employer shall pay the remuneration from an agreement on the nearest payment date after the completion and submission of the work.

Section 144a

(1) It is prohibited to assign the right to a wage, salary, remuneration from an agreement or their compensation.

(2) It is prohibited to use the right to a wage, salary, remuneration from an agreement or a part thereof or their compensation to secure a debt; this does not apply in the case of a wage deduction agreement.

(3) If the parties deviate from the prohibitions referred to in subsections (1) and (2), it shall be disregarded.

(4) Offsetting against a receivable for wage, salary, remuneration from an agreement and compensatory wage or salary may be made only under the conditions set out in the regulation of the execution of the decision by deductions from wage in the Code of Civil Procedure[54]).

TITLE VIII

DEDUCTIONS FROM INCOME UNDER A LABOUR-LAW RELATIONSHIP

Chapter 1

General provisions

Section 145

(1) Deductions from an employee's income for the purposes of this Act are deductions from wage or salary and other income of an employee from a basic labour-law relationship pursuant to Section 3 (hereinafter the "wage deductions").

(2) Other types of income of the employee pursuant to subsection (1) are:

(a) remuneration from an agreement;

(b) compensatory wage or salary;

(c) remuneration for on-call duty;

(d) severance pay or similar benefits provided to employees in connection with the termination of employment;

(e) monetary payments of a loyalty or stabilization nature provided to employees in connection with employment;

(f) remuneration pursuant to Section 224(2)

Section 146

Wage deductions may only be made:

(a) in cases stipulated by this Act or a special law;

(b) on the basis of an agreement on wage deductions or to satisfy the employee's obligations;

(c) to pay membership fees of an employee who is a member of a trade union organisation, if this has been agreed in a collective agreement or by written agreement between the employer and the trade union organisation and if the employee who is a member of the trade union organisation agrees.

Chapter 2

Order of wage deductions

Section 147

(1) The employer may deduct from employee's wage: [Section 146(a)] only:

(a) personal income tax from dependent activity;

(b) social security premiums and state employment policy contributions and general health

insurance premiums;

(c) an advance on the wage or salary which the employee is obliged to return because the conditions for granting this wage or salary have not been met;

(d) unsettled advance payment for travel allowances or other unsettled advance payments provided by the employee for the performance of his work tasks;

(e) compensatory wage or salary paid for annual leave to which the employee has lost the entitlement or to which his entitlement has not arisen, and compensatory wage or salary pursuant to Section 192 to which the employee did not become entitled.

(2) Enforcement of a decision (execution) ordered or conducted by a court, judicial executor[51)], tax administrator[52)], a body of an administrative authority, another State body or a body of a territorial self-governing unit[53)] is governed by a special legal regulation[54)].

(3) Deductions from the employee's salary in favour of the employer for hiring, for the provision of financial guarantees or for the payment of contractual penalties are not permitted. Wage deductions for damages are only possible on the basis of a wage deduction agreement [Section 146(b)].

Section 148

(1) Wage deductions shall preferably be made only in accordance with Section 147(1)(a) and (b)[55]).

(2) Wage deductions may be made only under the conditions set out in the regulation on the execution of decision by wage deductions in the Code of Civil Procedure54); these conditions determine the order of individual receivables in the case of receivables subject to the enforcement of decision ordered by a court, judicial executor[51)], tax administrator[52)] or a body of an administrative authority, another State body or a body of a territorial self-governing unit[53)].

Section 149

(1) For wage deductions made in accordance with Section 146(b) the order shall be determined by the date on which the wage deduction agreement was delivered to the employer or the wage deduction agreement was concluded between the employee and the employer; if wage deductions are made in favour of the employer, the order shall be determined by the date on which the wage deduction agreement was concluded.

(2) In the case of wage deductions made in accordance with Section 147(1)(c), (d) and (e) the order shall be determined by the date on which the deduction was commenced.

(3) In the case of wage deductions in accordance with Section 146(c) the order shall be determined by the day on which the employee agrees to make deductions.

(4) If an employee commences work with another employer, the order of the receivables in accordance with subsection (1) shall be maintained with the new employer (payer of wage or salary). The new employer (payer of wage or salary) begins to make deductions on the day

on which it learns from the employee, the previous employer (payer of wage or salary) or the entitled party that deductions from wages and salaries have been made and for which receivables; the same shall apply in the case referred to in subsection (2), unless such an effect has been expressly excluded in the wage deduction agreement.

Section 150

The employer shall keep records including the name, or names and surnames, address, if it is a natural person, name and registered office, if it is a legal person, and documents relating to wage deductions for the same period as other data and documents relating to wage or salary[56)].

PART SEVEN

REIMBURSEMENT OF EXPENSES TO EMPOYEES IN CONNECTION WITH PERFORMANCE OF WORK

TITLE I

GENERAL PROVISIONS ON THE ALLOWANCES FOR EXPENSES PROVIDED TO EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF WORK

Section 151

The employer is obliged to provide the employee, unless otherwise provided in this Act, to reimburse expenses incurred in connection with the performance of work, to the extent and under the conditions set out in this Part.

Section 152

Travel expenses for which the employer provides travel allowances to employees are defined as expenses incurred by employees in the case of:

(a) a business trip (Section 42);

(b) a trip outside the regular workplace;

(c) an extraordinary trip in connection with the performance of work outside the shift schedule at the place of performance of work or a regular workplace;

(d) relocation (Section 43);

(e) temporary assignment (Section 43a);

(f) hiring to an employment relationship;

(g) performance of work abroad.

Section 153

(1) The conditions which may affect the provision and amount of travel allowances, in particular the time and place of commencement and termination of the trip, the place of performance of work tasks, the mode of transport and accommodation, shall be determined in writing in advance by the employer; in doing so, it shall take into account the legitimate interests of the employee.

(2) If, in view of the circumstances, the employee's rights to travel allowances and their amount are unquestionable, the previous written form of determination of the conditions is not required, unless the employee insists on it.

Section 154

Foreign business trip means a trip made outside the territory of the Czech Republic. The decisive time for the employee's right to the compensation for travel expenses in foreign currency is the time of crossing the state border of the Czech Republic, of which the employee notifies the employer, or the time of flight departure from the Czech Republic and flight arrival in the Czech Republic in the case of air transport.

Section 155

(1) Travel allowances may be provided to an employee who performs work for the employer on the basis of agreements on work performed outside the employment relationship only if this right has been agreed, as well as the place of the employee's regular workplace.

(2) If an employee is to perform a work task in a place outside the municipality of residence according to the agreement to complete a job, he is entitled to travel allowances if their provision has been agreed even if the place of regular work has not been agreed.

TITLE II

PROVISION OF TRAVEL ALLOWANCE TO AN EMPLOYEE OF AN EMPLOYER NOT PROVIDED IN SECTION 109(3)

Chapter 1

Travel allowances for business trips or travel outside the regular workplace

Section 156
Types of travel allowances

(1) The employer referred to in this Title is obliged, under the conditions laid down in this Title, to provide compensation to the employee during the business trip for:

(a) transport expenses;

(b) transport expenses to visit a family member;

(c) accommodation expenses;

(d) increased meal expenses (hereinafter the "meal allowance");

(e) necessary ancillary expenses.

(2) For the purposes of providing travel allowances, a business trip is considered to include a trip referred to in Section 152(b) and (c).

(3) The employer may also provide other compensations to the employee; however, only those that have been provided in accordance with Section 152 are considered travel allowances.

Reimbursement of transport expenses

Section 157

(1) Reimbursement of transport expenses for the use of a designated means of long-distance public transport and taxi service is payable to employees in a proven amount.

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

(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 basic compensation for every 1 km travelled and to the compensation of expenses for fuel consumption.

(4) The rate of the basic compensation for 1 km travelled shall be at least:

(a) CZK 1.20 for single-track vehicles and tricycles;

(b) CZK 4.40 for passenger road motor vehicles.

when using a trailer for a road motor vehicle, the employer shall increase the basic compensation for 1 km travelled by at least 15 %. This rate of basic compensation shall be amended by implementing legislation issued in accordance with Section 189 according to price developments.

(5) In the case of trucks, buses or tractors, employees shall be entitled to basic compensation of at least twice the rate specified in subsection 4(b).

Section 158

(1) If the amount of the basic compensation has not been agreed or determined by the employer before the employee is sent on a business trip, the employee is entitled to the basic compensation rate pursuant to Section 157(4) and (5).

(2) Compensation for consumed fuel shall be determined by the employer as a multiple of the price of fuel and the amount of fuel consumed.

(3) The price of fuel shall be proved by the employee with a proof of purchase showing the connection with the business trip. If the employee proves the price of fuel using more proofs of its purchase which show the connection with the business trip, the price of fuel is calculated to determine the amount of compensation by the arithmetic average of the prices proven by the employee. If the employee does not prove the price of fuel to the employer in a credible manner, the employer shall use the average price of the relevant fuel determined by the implementing legal regulation issued in accordance with Section 189.

(4) The employer shall calculate the fuel consumption of a road motor vehicle from the consumption data stated in the technical certificate of the used vehicle, which the employee is obliged to submit to the employer. If the technical certificate of the vehicle does not contain this information, the employee is entitled to the compensation of fuel costs only if he proves the fuel consumption by a technical certificate of a vehicle of the same type with the same cylinder capacity. When determining fuel consumption, the employer shall use the consumption data for combined operation according to European Union standards. If this information is not stated in the technical certificate, the employer shall calculate the fuel consumption of the vehicle by the arithmetic average of the data stated in the technical certificate.

Section 159

(1) Reimbursement of transport expenses using local public transport in accordance with the specified conditions of the business trip shall be payable to the employee in the proven amount; this reimbursement is payable to the employee in addition to the reimbursement pursuant to Section 157(1) to (3).

(2) As regards reimbursement of transport expenses for means of local public transport used on a business trip within the municipality in which the employee has his agreed place of work, the employer shall reimburse to this employee the amount equal to the price of the fare at the time when such business trip took place without the employee having to prove the transport expenses. However, such reimbursement of transport expenses for means of local public transport shall not be payable to an employee if his employer provides for the use of local public transport and the employee does not financially contributes thereto.

Section 160

If, with the employer’s prior consent, the employee interrupts a business trip due to a reason on his side and no performance of work follows after the trip interruption, the employer shall compensate his employee only for transport expenses up to the amount to which the employee would have been entitled if no interruption of the business trip had occurred. This shall apply by analogy in the case of an interruption of a business trip agreed in advance which occurs due to a reason on the employee’s side before his performance of work.

Section 161

Reimbursement for transport expenses to visit a family member

(1) Where the duration of a business trip lasts is more than seven calendar days, the employee is entitled to the reimbursement of transport expenses to visit a family member at the home address or at another place of the family member’s presence agreed in advance and the reimbursement shall be provided under the conditions laid down in Sections 157 to 160; however the employer shall compensate the transport expenses up to the maximum amount

corresponding to the transport expense to the place of the employee's place of work or regular workplace or home address in the Czech Republic. The maximum amount shall be the amount that is most advantageous for the employee.

(2) When using air transport, the employer shall compensate the employee's transport expenses for the visit of a family member only in the amount corresponding to the travel expenses of the road or rail means of long-distance transport determined by the employer. Subsection 1 applies here as well.

(3) The reimbursement of transport expenses for a family member's visit shall be provided by the employer no later than during the fourth week from the beginning of the business trip or from the family member's last visit unless a shorter period is agreed with the employee.

Section 162
Compensation of accommodation expenses

(1) The employee is entitled to the compensation of accommodation expenses incurred in accordance with the conditions of the business trip in the amount he proves to the employer. During the time when the employee visits his family member, the employer shall compensate 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 the interruption of the business trip agreed in advance due to reasons on the employee's side, the employer is not obliged to compensate accommodation expenses to the employee, even if the employee had to pay the accommodation expenses with regard to the conditions of the business trip or accommodation service.

Section 163
Meal allowance

(1) For each calendar day of a business trip, employees are entitled to a meal allowance of at least:

(a) CZK 91 if the business trip lasts 5 to 12 hours;

(b) CZK 138 if the business trip lasts longer than 12 hours but no longer than 18 hours;

(c) CZK 217 if the business trip lasts longer than 18 hours.
This meal allowance changes by implementing legislation issued in accordance with Section 189 according to price developments.

(2) If an employee has been provided with a meal having the nature of a breakfast, lunch or dinner during which the employee does not contribute financially (hereinafter the "free meal"), the employee shall be entitled to a meal allowance for each free meal reduced by up to:

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

(b) 35% of the meal allowance if the business trip lasts longer than 12 hours but no longer than 18 hours;

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

(3) Unless the employer agrees or determines a higher meal allowance than the one specified in subsection (1) before sending the employee on a business trip, the employee shall be paid a meal allowance pursuant to subsection (1). Unless, before sending the employee on a business trip, the employer agrees or determines a lower reduction of meal allowance, the employee is to be paid a meal allowance reduced by the highest amount pursuant to subsection (2).

(4) Where a business trip falls on two calendar days, the duration of the business trip shall not be considered separately on the calendar day if this is more advantageous for the employee.

(5) During the visit of a family member or during the agreed interruption of the business trip for reasons on the employee's side, the employee 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 the completion of performance of his work, or in another manner agreed in advance, 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 in another manner agreed in advance.

(6) If an employee is sent on a business trip to his place of residence which is different from his place of work or regular workplace, he is entitled to meal allowance only for the trip to his place of residence and back and for the period of work in this place.

(7) It is prohibited to extend the reasons for non-provision of meal allowance provided for in subsections (5) and (6).

Section 164

Reimbursement of necessary ancillary expenses

The employee is entitled to the reimbursement of necessary ancillary expenses that he incurs in direct connection with the business trip, in the amount he proves to the employer. If the employee is unable to prove the amount of the expenses, he is entitled to compensation corresponding to the price of the goods and services customary at the time and place of the business trip.

Chapter 2

Reimbursement in the case of relocation and temporary assignment

Section 165

(1) If an employee is relocated or temporarily assigned to another employer to a place of work other than that agreed in the employment contract, which is also different from the employee's place of residence, he shall be entitled to reimbursement in the amount and under

the conditions set out in Sections 157 to 164. If the employee returns to the place of residence on a daily basis, the time spent at that place shall not be included in the period decisive for the provision of meal allowance.

(2) An employee who receives a meal allowance pursuant to subsection (1) and is sent on a business trip outside the place of transfer or temporary assignment at the same time shall be entitled to a meal allowance which is more advantageous for the employee. Other travel allowances are to be paid to the employee as on a business trip.

Chapter 3

Travel allowances on a business trip abroad

Section 166
Types of travel allowances

(1) The employer is obliged to provide the employee with a meal allowance in the amount and under the conditions set out in Section 163, with the exception of subsection (4), and the reimbursement of:

(a) transport expenses;

(b) transport expenses to visit a family member;

(c) accommodation expenses;

(d) meal expenses in foreign currency (hereinafter the "meal expenses abroad");

(e) necessary ancillary expenses.

(2) The employer may also provide the employee with other travel allowances during a business trip abroad.

Section 167
Reimbursement of transport expenses

The employee is entitled to the reimbursement of transport expenses 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 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 for transport expenses 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 the business trip abroad, the employee is entitled to reimbursement of return transport expenses to

visit a family member at the home address, or at another pre-agreed place of a family member's presence and back pursuant to Section 167, but only up to the amount equal to transport expenses to the employee's place of performance of work or regular workplace or home address in the Czech Republic. The maximum amount shall be the amount that is most advantageous for the employee.

Section 169
Compensation of accommodation expenses

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

Section 170
Meal allowance abroad

(1) The 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 sending an employee on a business trip abroad the employer agrees or determines the standard rate of meal allowance abroad, such basic 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 the case of crews of inland water transport to at least 50 %) of the basic rate of meal allowance abroad, as prescribed for a given country by an implementing regulation issued pursuant to Section 189. Where the employer does not act in accordance with the first sentence, it shall determine the meal allowance abroad from the amount of the basic rate of meal allowance abroad prescribed by an implementing regulation issued pursuant to Section 189. The amount of meal allowance abroad shall be determined by the employer with regard to the basic rate of meal allowance abroad agreed or determined for the country in which the employee will spend most time in one calendar day.

(3) Employees are entitled to a foreign meal allowance in the amount of the basic rate pursuant to subsection (2) if the time spent outside the Czech Republic lasts longer than 18 hours on a calendar day. If this period lasts more than 12 hours, but not more than 18 hours, the employer shall provide the employee with a meal allowance abroad in the amount of two thirds of this meal allowance abroad, and in the amount of one third of this meal allowance abroad if the time spent outside the Czech Republic lasts up to 12 hours, but at least 1 hour, or more than 5 hours if the employee becomes entitled for the trip in the territory of the Czech Republic to a meal allowance pursuant to Section 163 or Section 176. If the time spent outside the territory of the Czech Republic lasts less than 1 hour, no meal allowance abroad is provided.

(4) Periods spent outside the territory of the Czech Republic which last 1 hour or more during several business trips abroad on one calendar day shall be added together for the purposes of the meal allowance abroad. Periods for which the employee does not become entitled to meal allowance abroad shall be added to the period decisive for the provision of meal allowance in accordance with Section 163.

(5) If an employee has been provided with a free meal during a business trip abroad, the employee shall be entitled to a meal allowance abroad reduced for each free meal by up to:

(a) 70 % of the meal allowance abroad in the case of the meal allowance abroad in the amount of one third of the basic rate;

(b) 35 % of the meal allowance abroad in the case of the meal allowance abroad in the amount of two thirds of the basic rate;

(c) 25 % of the meal allowance abroad in the case of a meal allowance abroad in the amount of the basic rate.

If the employer does not agree on a lower reduction of the meal allowance abroad or does not determine it before sending the employee on a business trip abroad, the employee shall be paid the meal allowance abroad reduced by the highest value specified in the first sentence.

(6) During the visit of a family member or during the agreed interruption of the business trip abroad for reasons on the employee's side, the employee is not entitled to meal allowance abroad. Before visiting a family member or before an agreed interruption of a business trip abroad the period decisive for the employee's entitlement to meal allowance abroad due to a reason on the employee's side shall terminate on the completion of performance of his work, or in another manner agreed in advance, and after a family member's visit 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 starts concurrently with the beginning of the employee's performance of work or in another manner agreed in advance.

(7) If an employee is sent on a business trip abroad to his place of residence, he shall be entitled to meal allowance and meal allowance abroad only for the trip to the place of residence and back, for travel to and from work and for the period of work at this place.

(8) It is prohibited to extend the reasons for non-provision of the meal allowance abroad provided for in subsections (6) and (7).

Section 171

Reimbursement of necessary ancillary expenses

The employee shall be entitled to reimbursement of necessary ancillary expenses in accordance with Section 164.

Chapter 4

Reimbursement in the case of work abroad

Section 172

If the place of work or the regular workplace outside the territory of the Czech Republic has been agreed, the employee is entitled to the same travel allowances for the days of the first trip from the Czech Republic to the place of work or regular workplace and back as those during a business trip abroad. If a family member travels with the employee with the consent of the employer, the employee is also entitled to the reimbursement of proven transport, accommodation and necessary ancillary expenses incurred by this family member.

TITLE III

PROVISION OF TRAVEL ALLOWANCE TO EMPLOYEES OF EMPLOYERS PROVIDED IN SECTION 109(3)

Chapter 1

General provisions

Section 173

The employer referred to in this Title shall provide the employee with travel allowances in the amount and under the conditions laid down in this Title. The employer may not provide other or higher travel allowances to the employee.

Section 174

When providing travel allowances, the employer shall act in accordance with Part Seven of Title II, with the derogations set out below.

Chapter 2

Derogations for the provision of travel allowances on business trips

Section 175
Reimbursement of transport expenses

The rate of the basic reimbursement provided in Section 157(4) and (5) is binding on the employer and cannot be agreed or deviated from before the business trip.

Section 176
Meal allowance

(1) When providing meal allowance, Section 163(1) to (3) do not apply. Employees are entitled to a meal allowance for each calendar day of the business trip in the amount of:

(a) CZK 91 to CZK 108 if the business trip lasts 5 to 12 hours;

(b) CZK 138 to CZK 167 if the business trip lasts longer than 12 hours but not longer than 18 hours;

(c) CZK 217 to CZK 259 if the business trip lasts longer than 18 hours.

This meal allowance changes by implementing legislation issued in accordance with Section 189 according to price developments.

(2) If the employer makes it impossible for the employee to eat in the usual way by sending him on a business trip that lasts less than 5 hours, he may provide him with a meal allowance up to the amount of the meal allowance pursuant to subsection (1)(a).

(3) If an employee has been provided with a free meal during a business trip, the employee shall be entitled to a meal allowance reduced for each free meal by up to:

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

(b) 35% of the meal allowance if the business trip lasts longer than 12 hours but no longer than 18 hours;

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

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

(a) 5 to 12 hours, the employee was provided with two free meals;

(b) for more than 12 hours, but no longer than 18 hours, the employee was provided with three free meals.

(5) If the employer does not agree or determine the amount of the meal allowance before sending the employee on a business trip, the employee shall be entitled to the meal allowance in the amount of the lower rate pursuant to subsection (1).

Chapter 3

Reimbursements in the case of hiring and relocation

Section 177

(1) If the employer has agreed or determined in an internal regulation the provision of reimbursement upon hiring into an employment relationship or relocation to another place, these reimbursements may be provided up to the amount and scope pursuant to Section 165.

(2) Reimbursement pursuant to subsection (1) may be provided by the employer to the employee until the employee or a member of his family and another natural person living with him in the household has obtained an adequate apartment in the municipality of work, but for no more than 4 years, and for a fixed-term employment relationship, no later than until the termination of this employment relationship.

Section 178

Employee to whom the employer provides or could provide reimbursement pursuant to Sections 165 and 177 and who moves to a municipality in which the right or possibility to be provided such reimbursement ceases to exist, the employer may provide reimbursement for proven:

(a) expenses for the transport of home furnishings;

(b) transport expenses and transport expenses of a family member from the place of residence to a new place of residence;

(c) necessary ancillary expenses related to the transport of home furnishings;

(d) essential necessary expenses associated with the renovation of the apartment, up to the

amount of CZK 15,000.

Chapter 4

Derogations for the provision of travel allowances on foreign business trips abroad

Section 179

(1) When providing foreign meal allowance, Section 170(2) first sentence and subsection (5) shall not apply. The employee shall be entitled to meal allowance abroad for each calendar day of a business trip abroad in the amount of the basic rate of the meal allowance abroad determined by the implementing legal regulation issued pursuant to Section 189.

(2) Heads of State organizational units and their representatives and governing bodies and their representatives may be determined meal allowances abroad up to an amount exceeding by 15 % the basic rate of meal allowance abroad referred to in subsection (1), unless otherwise provided by a special legal regulation[57)].

(3) If an employee has been provided with a free meal during a business trip abroad, the employee shall be entitled to a meal allowance abroad reduced for each free meal by:

(a) 70 % of the meal allowance abroad in the case of the meal allowance abroad in the amount of one third of the basic rate;

(b) 35 % of the meal allowance abroad in the case of the meal allowance abroad in the amount of two thirds of the basic rate;

(c) 25 % of the meal allowance abroad in the case of a meal allowance abroad in the amount of the basic rate.

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

(a) 12 hours or less, the employee was provided with two free meals;

(b) for more than 12 hours, but no longer than 18 hours, the employee was provided with three free meals.

Section 180

The employer may provide the employee with a pocket allowance of up to 40% of the meal allowance abroad provided to the employee in accordance with Section 170(3) and Section 179(1) and (2).

Chapter 5

Reimbursement in the case of work abroad

Section 181

In addition to the reimbursements in accordance with Section 172 the employee shall be entitled to the reimbursement provided for in the implementing legislation issued pursuant to Section 189. Employees are not entitled to meal allowances for business trips in the Czech Republic and meal allowances abroad in the country of work or regular workplace.

TITLE IV

COMMON PROVISIONS ON TRAVEL ALLOWANCES

Section 182
Flat-rate reimbursement of travel allowances

(1) Where reimbursement of a flat-rate monthly or daily amount of travel allowance 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 group of employees or to a certain employee, taking into consideration the level of travel expenses reimbursement and expected average expenses of this group of employees or this employee. At the same time the employer shall determine the method of reducing the flat-rate amount for a period when the employee does not perform his work.

(2) At the request of the employee, the employer is obliged to submit to him for consultation the documents on the basis of which the flat-rate amount was determined.

Section 183
Advance payment for travel allowances and its billing

(1) The employer is obliged to provide the employee with a billable advance payment up to the expected amount of travel allowances unless it is agreed with the employee that the advance payment will not be provided.

(2) During a business trip abroad, the employer may, in agreement with the employee, provide an advance payment in a foreign currency or a part thereof also by a traveller's check or by lending the employer's payment card. The employer and the employee may agree on the provision of an advance payment for meal allowance abroad in Czech currency or in a currency for the relevant country other than that laid down in an implementing legal regulation issued pursuant to Section 189, if the exchange rate for this currency is announced by the Czech National Bank. When determining the amount of the meal allowance abroad in the agreed currency, the *koruna* value of the meal allowance abroad is first determined, which is then converted into the agreed currency. The rates announced by the Czech National Bank valid on the day the advance payment is made shall be used to determine the *koruna* value of the meal allowance abroad and the amount of the meal allowance abroad in the agreed currency.

(3) If the employee and the employer do not agree on another time-limit, the employee is obliged to submit to the employer the written documents necessary for the billing of travel allowances and return the unbilled advance payment within 10 working days after the last day of the business trip or another fact establishing the right to travel allowance. The amount that the employee is to return to the employer in Czech currency is rounded up to whole *koruna*.

(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 the currency in

which the advance payment was paid or in the currency for which the employee exchanged this currency abroad, or in Czech currency. The amount by which an advance payment on the employee's business trip abroad was lower than the employees right shall be refunded by the employer to this employee in Czech currency, unless otherwise agreed. When drawing up the billing of the advance payment, the employer shall apply the exchange rate by which the provided currency was exchanged abroad into another currency and the foreign exchange rates pursuant to subsection (2).

(5) Unless the 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 the billing of travel allowances reimbursement and satisfy the employee's rights. The amount to be provided to the employee by the employer shall be rounded up to full *koruna*.

Section 184

Section 183 shall apply with the necessary modifications to reimbursement of travel allowances for which no advance payment was provided; the 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 allowances and the employee fails to supply documentary evidence thereof, the employer may reimburse the expenses to the employee in the amount as recognized by the employer, having regard to the determined conditions unless otherwise provided for in this Act [Section 158(3)].

Section 186

The employee is obliged to notify the employer without undue delay of any change in the facts which are decisive for the provision of travel allowance.

Section 187

For the purposes of reimbursement of travel allowances, except Section 177(2), an "employee's family member" means the employee's spouse, partner51a), own children, adoptive children, children entrusted in the employee's foster care or upbringing, 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

Travel allowances 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 as laid down in this Act shall be provided by his employer with travel allowance in the amount of the difference between his entitlement under this Part and the allowance 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 shall not be provided with reimbursement of travel allowances pursuant to this Part.

(3) Reimbursement of travel expenses or reimbursement of similar expenses which are provided to employees pursuant to an international treaty shall be deemed to be travel allowances provided pursuant to this Part.

(4) If the employer agrees in the agreement on mutual exchange of employees that he will provide meal allowances to a foreign employee sent to the Czech Republic, he is obliged to provide it at least in the amount of the upper meal allowance limit specified in Section 176(1). The employer referred to in Title III, Part Seven may provide a meal allowance to a foreign employee up to twice the meal allowance specified in the first sentence and a pocket allowance up to 40% of the meal allowance so agreed or determined.

Section 189
Authorizing provisions

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

(a) an amendment to 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) the average price of fuel, according to the data of the Czech Statistical Office on the prices of vehicles, on the prices of food and non-alcoholic beverages in public catering and on the prices of fuels.

(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 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% from the effective date of this Act or from the effective date of the latest amendment included in the Decree.

(3) Meal allowance is rounded down to whole *koruna* up to 50 *haléř* and rounded up to whole *koruna* from and including 50 *haléř*. Basic reimbursement rates and average fuel prices shall be rounded up to the next full 10 *haléř*.

(4) Regularly, with effect from 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 of 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 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 from a date other than that pursuant to subsection (4), the Ministry of Finance shall amend the 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.

(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 the reimbursement of:

(a) increased cost of living;

(b) increased furnishing costs;

(c) transport and accommodation expenses for certain trips to the Czech Republic and back;

(d) expenses relating to the carriage of personal belongings.

TITLE V

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

Section 190

(1) If the employer agrees or determines by an internal regulation or individually set in writing the conditions, amount and method of providing compensation for wear and tear of an employee’s own tools, equipment or other items required for the employee’s work, it provides this compensation under agreed, determined or set conditions.

(2) Subsection (1) shall not apply to the use of a motor vehicle, where reimbursements are governed by Sections 157 to 160.

PART EIGHT

OBSTACLES TO WORK

TITLE I

OBSTACLES TO WORK ON THE EMPLOYEE’S SIDE

Chapter 1

Important personal obstacles

Section 191

The employer shall excuse the absence of his employee from work during a period of the employee’ temporary incapacity for work pursuant to special legal regulations[58)] during a period of quarantine ordered pursuant to a special legal regulation[59)], during a period of

maternity or parental leave, during a period of giving treatment to a child whose age is below 10 years or another natural person as laid down in Section 39 of the Sickness Insurance Act and for a period of nursing a child younger than 10 years for reasons laid down in Section 39 of the Sickness Insurance Act or because a natural person who otherwise nurses 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.

Section 191a

The employer is obliged to excuse the absence of his employee at work during the provision of long-term care in cases under Sections 41a to 41c of the Sickness Insurance Act, except in the case of serious operational reasons.

Compensatory wage, salary or remuneration from agreements on work performed outside the employment relationship in the event of temporary incapacity for work (quarantine)

Section 192

(1) The employee, who has been recognized to have temporary incapacity for work or whose quarantine has been ordered, is entitled during the first 14 calendar days of his temporary incapacity for work or quarantine to compensatory wage or salary in the days pursuant to the second sentence, and in the amount pursuant to subsection (2) 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 a 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 regulations and provided that his employment relationship continues to exist, but only until the expiry of the support period determined for the payment of sickness benefits[61)]. 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 of temporary incapacity for work or quarantine shall commence on the next calendar day. If during the first 14 calendar days of temporary incapacity for work or quarantine the employee is entitled to sickness benefits[62)], financial assistance in maternity[63)], paternal postpartum care allowance[113)] or long-term treatment allowance, the employee is not entitled to compensatory wage or salary. If the employee becomes entitled to compensatory wage or salary in accordance with the first to third sentences during temporary incapacity for work or quarantine, he shall not at the same time be entitled to compensatory wage or salary due to another obstacle at work.

(2) Compensatory wage or salary pursuant to subsection (1) shall be due in the amount of 60% of the 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 for the calculation of sickness benefits under sickness insurance[64)]; however, for the purposes of this adjustment the relevant curtailment limit prescribed for the purposes of sickness benefits[64a)] shall be multiplied by a coefficient of 0.175 and then rounded up to the next full *haléř*. If the employee has also the right to his wage or salary for a part of working hours for a working day on which the employee became or ceased to be entitled to

compensatory wage or salary in accordance with subsection (1), 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 of compensatory wage or salary agreed or determined in internal regulations beyond that provided in subsection (2), second 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 of the employee's temporary incapacity for work the employee has breached his obligations as laid down in subsection (6) first sentence, which are part of the regimen prescribed to this employee as an insured person with a temporary incapacity 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 with temporary incapacity 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 of the employee's temporary incapacity for work, his employer is entitled to check whether this employee that has been recognized to have temporary incapacity for work complies with the regimen prescribed to this employee as an insured person who has temporary incapacity for work with regard to the obligation laid down in a special legal regulation[66)], to be present in the place of his residence 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 delivered to the employee who has breached the regimen, and to the district social security administration with territorial competence according to the place of the employee's residence during his temporary incapacity for work[67)], and also to the general practitioner of the employee who has temporary incapacity for work. The employer is entitled to ask the general practitioner who has ordered the employee's regimen of the insured person with temporary incapacity for work, for information about the employee's regimen with regard to the scope which the employer is authorized to check, and also to assess the employee's breaches having been ascertained by the employer. The employee is obliged to enable the employer to check compliance with the obligation laid down in the first sentence.

Section 193

The employee is entitled to compensatory wage or salary on the basis of documents stipulated for claiming the entitlement to sickness benefit and must be paid on the next regular date for the payment of wage or salary 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 payment date.

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 of temporary incapacity for work under the conditions laid down in Sections 192 and 193. For the purposes of providing such compensatory remuneration to an employee who works on the basis of an agreement to complete a job or on the basis of an agreement to perform work, the employer shall schedule the employee's weekly working hours into shifts.

Maternity and parental leave

Section 195
Maternity leave

(1) In connection with childbirth and care for a new-born child, a female employee is entitled to 28 weeks of maternity leave; if she has given birth to two or more children at the same time, she is entitled to 37 weeks of maternity leave.

(2) A female employee shall commence her maternity leave, as a rule, at the beginning of the sixth week before the expected childbirth but no earlier than at the beginning of the eighth week before this day.

(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 it commenced until the expiry of the period laid down in subsection (1). However, if a female employee has had less than six weeks of maternity leave before the childbirth 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 childbirth may never be shorter than 14 weeks and may never 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) An employee who has taken a child into care replacing the care of the parents on the basis of a decision of the competent authority or a child whose mother has died also has the

right to maternity and parental leave; decision of the competent authority means a decision which is considered to be a decision entrusting the child to care replacing the care of the parents for the purposes of state social support[68)].

(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, but no longer than until the day when the child reaches the age of one year.

(3) The entitlement to parental leave in accordance with subsection (1) 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, the period of entitlement to parental leave is 22 weeks. If a child has been taken into foster care before the age of three 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 22 weeks from the date of taking the child into foster care.

Section 198

Common provisions on maternity leave and parental leave

(1) An employee is entitled to take maternity and parental leave at the same time.

(2) If a child is taken to a medical facility due to health reasons and the male employee or the female employee commences work, 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 medical facility to the care of its parents, but not longer than until the child reaches the age of three years.

(3) If an 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, the employee is not entitled to maternity leave or parental leave for the period for which the 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 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 a Decree a range of obstacles to work pursuant to subsection (1), the scope of time off, the cases to which the entitlement to compensatory wage or salary applies, including any relevant co-deciding by the trade union organization about employees' attendance at their co-worker's funeral, including the 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 sending a national expert to an institution of the European Union[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.

Chapter 2

Obstacles to work due to general interest

Section 200

An employee is entitled to time off, within the necessary scope, to discharge public office, civic duties and other acts in public interest where such activity cannot be carried out 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 Act, agreed, or laid down in internal regulations. This shall be the case without prejudice to other legal regulations governing obstacles to work for reasons of public interest.

Section 201
Holding of public office

(1) For the purposes of this Act, the holding of a public function means the performance of duties arising from the office, which is:

(a) defined by a term of office or a period; and

(b) which is held on the basis of a direct or indirect election or to which a person is appointed in accordance with other special legislation.

(2) The holding of a public office is, for example, the holding of the office of a member of the Chamber of Deputies of the Parliament, a senator of the Senate of the Parliament, a member of the local self-governing unit or an associate judge.

(3) Where an employee holds a public office in addition to the duties arising from his employment relationship, for the purposes of his holding of such office he may be granted time off for a maximum period of 20 working days (shifts) per annum, unless another legal regulation stipulates a different period.

Section 202
Performance of civic duty

The performance of civic duties shall especially mean the activity of witnesses, interpreters, sworn experts and other persons called to a hearing in court or to proceedings before an administrative authority, another State body or a body of a territorial self-governing unit, in the case of 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, and also in cases when a natural person is obliged to grant personal assistance under legal regulations.

Section 203
Other acts in general interest

(1) Other acts in general interest are laid down by this Act or a special act[70)].

(2) An employee is entitled to time off from work for another act in general interest:

(a) with compensatory wage or salary in the amount of his average earnings for the holding of office of a member of:
1. a body of a trade union organisation pursuant to this Act;
2. the works council or the electoral commission pursuant to this Act, as well as the occupational safety and health representative pursuant to this Act (Sections 283 to 285);
3. a negotiating body or a European Works Council pursuant to this Act (Section 288 to 298);
4. a body of a legal person elected as an employee pursuant to a special legal regulation71);
5. the negotiating committee and a member of the employee committee in accordance with a special legal regulation71a).

(b) for the performance of another trade union organisation activity, in particular to participate in meetings, conferences or conventions;

(c) to participate in training organized by a trade union organisation for 5 working days in a calendar year, unless this is prevented by serious operational reasons, with compensatory wage or salary in the amount of average earnings;

(d) for the activities of a donor related to blood donation and apheresis; the employee is entitled to time off and to compensatory wage or salary in the amount of his average earnings for the period of his journey to the blood donation, the blood donation itself, return journey and convalescence after the blood donation if these facts interfere with the employee's working hours within 24 hours as of the start of his journey for the blood donation. Where 24 hours are not sufficient for the journey to the blood donation, the blood donation 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 donation fails to take place, the employee is entitled to time off and compensatory wage or salary in the amount of average earnings only for the necessary absence from work;

(e) for the activities of a donor of other biological materials; the employee is entitled to time off and to compensatory wage or salary in the amount of his average earnings for the period of his journey to the blood donation, the blood donation itself, return journey and convalescence after the blood donation if these facts interfere with the employee's working hours within 48 hours as of the start of his journey for the blood donation. Depending on the nature of the

donation and the donor's state of health, the doctor may determine that leave with compensatory wage or salary equal to the average earnings is reduced or extended; however, in the event of an extension, it may be for a maximum period of 96 hours from the start of the journey to the donation. Where the blood donation fails to take place, the employee is entitled to time off and compensatory wage or salary in the amount of average earnings only for the necessary absence from work;

(f) for the employee's lecturing or teaching activity, including that of an examinator; the employee is entitled to time off for no more than 12 shifts (working days) per year 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 an individual who, at the request and instruction of the Mountain Rescue Service, assists 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 camp for children and youth, or as a deputy to such person for economic or health care matters, or as a group leader, warden, instructor, or health service worker with vocational secondary education in a camp for children and youth; the employee is entitled to time off within the necessary extent, however not exceeding three weeks per year, provided that this is not prevented by serious operational reasons on the side of the employer and under the condition that before release the employee was working systematically with children or youth for at least one year and carried out this activity without pay. 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 children and youth with disabilities. Under the conditions of Section 203a an employee is entitled to a time off with compensatory wage or salary in the amount of average earnings for a maximum of one week in a calendar year;

(i) for the activities of a mediator and arbitrator in collective bargaining to the necessary extent;

(j) for the activities of a voluntary census body in the population and housing census, including supplementary population surveys to the extent necessary, not exceeding 10 shifts (working days) in a calendar year, unless this is prevented by serious operational reasons on the employer's side;

(k) for the activities of a Red Cross volunteer in providing medical supervision at a sporting or social event to the extent strictly necessary, unless this is prevented by serious operational reasons on the employer's side;

(l) for activity related to the organizing of a special-interest physical educational, sporting or cultural event and its necessary preparation within the necessary scope unless this is prevented by serious operational reasons on the employer's side.

Section 203a

Time off from work related to events for children and youth

(1) An employee is entitled to time off from work pursuant to Section 203(2)(h) with compensatory wage or salary only if it is an event organized by a legal entity:

(a) entered in a public register of legal and natural persons for at least 5 years; and

(b) working with children and young people is its main activity.

The employee must prove this fact to the employer.

(2) The maximum amount of compensatory wage or salary provided is the amount of the average wage in the national economy for the first to third quarters of the calendar year preceding the calendar year in which the time off is provided, announced in accordance with the act on employment.

(3) The employer is entitled to the payment of the provided compensatory wage or salary from the State budget; no compensatory wage or salary above the scope stipulated by this Act shall be reimbursed. The payment is provided upon request by the district social security administration competent according to the registered office of the employer, if it is a legal entity, or according to the place of permanent residence of the employer, if it is a natural person. The employer must prove the provision of compensatory wage or salary and the fulfilment of the conditions for its provision.

Section 204

Time off related to 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 conscription.

(2) The employees shall also be granted time off by the employer to the extent necessary for the journey to the place of draft and the period of military exercise or service in operational deployment and for recovery if the performance of his work extends into 24 hours after the end of the military exercise or service in operational deployment.

(3) Compensatory wage or salary in the amount of the employee's average earnings for time off relating to conscription pursuant to subsection (1) shall be paid by the competent military administrative authority.

Section 205

Obstacles to work due to professional training, other forms of training or studies

An employee's participation in professional training, another form of training or studies by which the employee is to acquire knowledge as prescribed by legal regulations for the proper performance of the agreed type of work and which conforms to the employer's needs, if it overlaps with working hours shall be considered as an obstacle to work on the employee's side, for which the employee is entitled to compensatory wage or salary (Section 232).

TITLE II

COMMON PROVISIONS ON OBSTACLES TO WORK ON THE EMPLOYEE'S SIDE

Section 206

(1) If an obstacle to work is known to the employee in advance, he must ask the employer in time for time off. Otherwise, the employee is obliged to inform the employer of

the obstacle and its expected duration without undue delay.

(2) The employee is obliged to prove the obstacle to work to the employer. To fulfil the obligation under the first sentence, legal and natural persons are obliged to provide the necessary cooperation to the employee.

(3) If, pursuant to a special legal regulation, an employee is released for an obstacle to work due to general interest, the legal or natural person for whom the employee was active or on whose request he was given time off shall be obliged to pay to the employer with which the employee was in employment relationship when given the time off, compensatory wage or salary provided to the employee, unless he and this legal or natural person agreed to waive the payment.

(4) Pursuant to subsection (3), compensatory wage or salary provided by the employer giving time off pursuant to this Act (Sections 351 to 362) must be paid; no compensatory wage or salary is paid above the scope stipulated by this Act.

TITLE III

OBSTACLES TO WORK ON THE EMPLOYER'S 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, due to missing working data or due to some other operational causes, it is "idle time" and if the employee has not been 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 climatic conditions or a natural disaster and if the employee has not been transferred to some other 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's 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 does not apply if working time account is applied (Sections 86 and 87).

Section 209

(1) Other obstacles to work on the side of an employer other than the employer pursuant to Section 109(3) also include a situation in which the employer is unable to assign work to an employee 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 its services.

(2) Where an agreement between the employer and the trade union organization regulates the amount of compensatory wages to be provided in the instances pursuant to subsection (1), an individual employee must be paid compensatory wage at the minimum amount of 60 % of his average earnings; in the absence of a trade union organization, 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 an obstacle to work on the side of the employer and in this case the employee’s wage or salary is not reduced. However, if due to the system of remuneration, the employee thus lost his wage or salary or part thereof, the employer shall pay this employee compensatory wage or salary in the amount of his average earnings.

PART NINE

ANNUAL LEAVE

TITLE I

BASIC PROVISIONS

Section 211

The employee who performs work in an employment relationship is entitled, under the conditions laid down in this Part, to annual leave or its proportional part and also to supplementary annual leave.

TITLE II

CALENDAR YEAR ANNUAL LEAVE, ITS PROPORTIONAL PART AND LENGTH OF ANNUAL LEAVE

Section 212
Length of annual leave

(1) The length of annual leave is at least 4 weeks in a calendar year.

(2) The length of annual leave for employees of employers provided in Section 109(3) is 5 weeks in a calendar year.

(3) The length of annual leave for pedagogical workers47) and academic workers of higher education institutions72) is 8 weeks in a calendar year.

(4) If an employee's length of scheduled weekly working hours or reduced weekly working hours changes during the relevant calendar year, he or she is entitled to annual leave for this year in the proportion corresponding to the length of individual periods with different lengths of scheduled weekly working hours or reduced weekly working hours.

(5) A Government Decree may stipulate the conditions under which annual leave on calendar days may be granted to employees in rail transport with unevenly scheduled working hours pursuant to Section 100(1)(c).

Section 213

Annual leave for the calendar year and its proportional part

(1) An employee who, during a continuous employment relationship with the same employer, performed work for such an employer in the relevant calendar year for a period of 52 weeks within the scheduled weekly working hours pertaining to this period shall be entitled to annual leave equivalent to the length of the scheduled weekly working hours multiplied by the length of the annual leave to which the employee is entitled in the calendar year concerned.

(2) If an employee has worked for reduced weekly working hours under the conditions specified in subsection (1), he shall be entitled to annual leave corresponding to this reduced weekly working hours.

(3) An employee who has not become entitled to annual leave for a calendar year pursuant to subsection (1) or (2) but during the continuous employment relationship with the same employer performed work for such an employer in the relevant calendar year for a period of at least four weeks within the scheduled weekly working hours or reduced weekly working hours pertaining to this period, is entitled to a proportion of the annual leave.

(4) The proportional part of the leave shall be one fiftysecond of the scheduled weekly working hours or reduced weekly working hours multiplied by the amount of annual leave to which the employee is entitled in the relevant calendar year for each scheduled weekly working hours or reduced weekly working hours worked in the relevant calendar year.

(5) If an employee has worked more than fifty-two times the scheduled weekly working hours or reduced weekly working hours in a calendar year according to the shift schedule, the length of annual leave shall be extended by one fiftysecond of the annual leave per calendar year for each additional scheduled weekly working hours or reduced weekly working hour worked.

Section 214

repealed

TITLE III

SUPPLEMENTARY ANNUAL LEAVE

Section 215

(1) The employee who works for the same employer for scheduled weekly working

hours throughout the calendar year underground in the extraction of minerals or in the excavation of tunnels and galleries, and the employee who performs particularly difficult work throughout the calendar year, shall be entitled to supplementary annual leave corresponding to the scheduled weekly working hours and, if he has worked under these conditions for reduced weekly working hours, shall be entitled to supplementary annual leave corresponding to the reduced weekly working hours.

(2) If the employee works under the conditions specified in subsection (1) for only part of a calendar year, he shall be entitled to supplementary annual leave of one fiftysecond of the scheduled weekly working hours or reduced weekly working hours for each scheduled weekly working hours or reduced weekly working hours worked in the respective calendar year; in the case of the right to supplementary annual leave for work in tropical areas or areas otherwise posing risk to health, subsection (4)(f) shall apply.

(3) An employee is entitled to supplementary annual leave due to the performance of particularly difficult work subject to specified conditions, even if he is entitled to supplementary leave due to the performance of work underground in the extraction of minerals or in the excavation of tunnels and galleries.

(4) For the purposes of providing supplementary annual leave, employees who perform particularly difficult work shall be considered to include those who:

(a) work permanently for at least half of the scheduled weekly working hours for a health care provider or at their workplaces where patients with a contagious form of tuberculosis are treated;

(b) are exposed to a direct risk of infection when working in workplaces with infectious materials, if they perform this work for at least half of the scheduled weekly working hours;

(c) are exposed to the adverse effects of ionizing radiation at work;

(d) work in the direct treatment or care of the mentally ill or mentally handicapped for at least half of the specified weekly working hours;

(e) carry out, as special education teachers, the education of young people under difficult conditions or work as medical workers in the medical service of the Prison Service of the Czech Republic for at least half of the scheduled weekly working hours;

(f) work continuously for at least 1 year in tropical areas or areas otherwise posing risk to health. An employee who has completed 1 year of continuous work in tropical areas or areas otherwise posing risk to health is entitled to supplementary leave for that year; if an employee works in tropical areas or areas otherwise posing risk to health continuously for more than 1 year, he shall be entitled to one twelfth of the supplementary annual leave for each 21 days worked in those areas;

(g) work in the Prison Service of the Czech Republic for at least half of scheduled weekly working hours in direct contact with the accused held in custody or with convicts sentenced to imprisonment;

(h) work as scuba divers in diving gear or employees carrying out caisson work in working

chambers under compressed air.

(i) work as medical workers performing activities in the provision of emergency medical services for at least half of the scheduled weekly working hours;

(j) come into direct contact with biological wastewater and waste for at least half of the scheduled weekly working hours when cleaning sewers, sludge areas, sewer waste, cesspools, drains, sewers and connections, during pest control in sewers and when operating wastewater treatment plants.

(5) The Ministry of Labour and Social Affairs shall determine by a decree tropical areas or areas otherwise posing risk to health.

(6) Only employees referred to in subsections (1), to (4) shall be entitled to supplementary annual leave under the given conditions.

(7) When the length of the scheduled weekly working hours during the relevant calendar year changes, Section 212(4) shall apply for the purposes of determining the right to supplementary annual leave.

(8) For the purposes of supplementary annual leave, in the cases referred to in subsections (4)(a) to (e) and (g) to (j) the periods in Section 216(2) and Section 348(1) are not considered the performance of work, except the taking of annual leave; the right to supplementary annual leave in these cases arises only on the basis of the actual performance of the work under the conditions set out in subsections (1) to (4).

TITLE IV

COMMON PROVISIONS ON ANNUAL LEAVE

Chapter 1

General provisions

Section 216

(1) Continuous duration of an employment relationship is also considered to include a case where the termination of an employee's employment contract with his employer is immediately followed by this employee's new employment contract with the same employer.

(2) Only up to the amount of twenty times the scheduled weekly working hours or twenty times the reduced weekly working hours, for the purposes of annual leave the performance of work is considered to include the time missed in the same calendar year due to:

(a) temporary incapacity for work, with the exception of incapacity for work caused by an industrial injury or an occupational disease;

(b) quarantine ordered under another legal regulation[59)];

(c) taking parental leave, with the exception of the period during which the employee takes parental leave until the time during which a female employee is entitled to take maternity leave;

(d) other significant personal obstacles to work in accordance with Section 199, with the exception of the obstacles set out in an implementing legal regulation pursuant to Section 199(2).

(3) For the purposes of annual leave, the performance of work is considered to include the period of obstacles to work referred to in subsection (2) if the employee has worked at least twelve times the scheduled weekly working hours or twelve times the reduced weekly working hours during their calendar year outside the duration of such obstacles.

(4) If an employee has been fully released for the holding of a public office, the person for whom the employee was so released shall be obliged to provide him or her with annual leave; this person is also obliged to provide him with the part of the annual leave which he did not take before being released. If the employee has not fully taken the annual leave before the end of the release, the employer giving the time off is obliged to provide it. Meeting the conditions for the creation of the right to annual leave is assessed in its totality for the period before and after the release.

(5) Annual leave to which the right was created in the relevant calendar year shall be rounded up to whole hours.

Chapter 2

Taking of annual leave

Section 217

(1) The employer shall determine the taking of annual leave in a written leave-taking schedule which is issued with the prior consent of the trade union organization and the works council and which is drawn up so that, as a rule, annual leave can be taken in full and by the end of the calendar year in which the entitlement thereto was created, unless otherwise provided in this Act. When determining the leave-taking schedule, it is necessary to take into account the operational reasons of the employer and the legitimate interests of the employee. If the employee is granted leave in several parts, at least one part must be of at least two weeks in total, unless the employee and the employer agree on a different length of annual leave to be taken. The employer is obliged to notify the employee in writing of the specified period of annual leave to be taken at least 14 days in advance unless the employee and the employer agree on a shorter period.

(2) The employer may decide that the employee take annual leave, even if he has not yet met the conditions for the entitlement to annual leave, if it can be assumed that the employee will meet these conditions by the end of the calendar year or the end of the employment relationship.

(3) The employer is obliged to reimburse the employee for the costs incurred by the employee through no fault of his own because the employer changed the period of annual leave to be taken by him or because the employer recalled him from the annual leave.

(4) The employer may not decide that the employee take annual leave when the employee performs military exercise or serves in operational deployment, when he is

recognized to have temporary incapacity for work in accordance with a special legal regulation[61)] or for the period during which a female employee is on maternity leave and a male employee is on parental leave. For the period of other obstacles at work on the part of the employee, the employer may determine the use of leave only at his request.

(5) If a female employee requests the employer to provide annual leave so that it follows immediately after the end of maternity leave, and a male employee requests the employer to provide annual leave so that it follows immediately after the end of parental leave until such time when a female employee is entitled to take maternity leave, the employer is obliged to comply with their requests.

Section 218

(1) The employer must decide when the employee is to take annual leave pursuant to Section 211 in a way that he fully takes the annual leave in the calendar year in which the employee's right to the annual leave was created, unless the employer is prevented from doing so by obstacles to work on the employee's side or urgent operational reasons.

(2) Taking into account the legitimate interests of the employee, the part of the annual leave for the calendar year to which the employee became entitled in the relevant calendar year and which exceeds 4 weeks or 6 weeks for pedagogical workers and academic workers of higher education institutions may be transferred to the following calendar year based on a written request of the employee.

(3) If the annual leave cannot be fully taken in accordance with subsection (1) or if its part has been transferred in accordance with subsection (2), the employer is obliged to decide when the employee is to take the annual leave so that it is fully taken by the end of the following calendar year at the latest, unless otherwise provided in subsection (5).

(4) If the taking of the annual leave is not decided by 30 June of the following calendar year at the latest, the employee shall also have the right to decide when to take the annual leave. The employee is obliged to notify the employer in writing at least 14 days in advance of the taking of the annual leave, unless otherwise agreed with the employer.

(5) If the leave cannot be fully taken by the end of the following calendar year because the employee has been declared to have temporary incapacity for work or due to maternity or parental leave, the employer is obliged to decide that the annual leave be taken after the end of these obstacles to work.

(6) The employer may exceptionally decide, with the employee's consent, that the annual leave to be taken is shorter than the length of the shift, but at least one half of the shift, unless this is the remaining part of the untaken annual leave which is shorter than one half of the shift.

Section 219

(1) If, during annual leave, an employee commences military exercise or service in the operational deployment in armed forces, if he has been declared to have temporary incapacity for work, if he provides long-term care, if he treats or cares for a natural person in the cases specified in Section 39 of the Sickness Insurance Act, his annual leave is suspended; annual

leave during the provision of long-term care, treatment of a natural person or childcare in the cases referred to in Section 39 of the Sickness Insurance Act, military exercise or service in operational deployment will not be suspended if the employee requests that the taking of the annual leave continue during these obstacles to work. A female employee's annual leave is also suspended by the start of maternity and parental leave and a male employee's annual leave is also suspended by the start of parental leave.

(2) If, during the annual leave of an employee, a public holiday falls on a day which is otherwise his usual working day, it shall not be included in the annual leave; this does not apply if the employee would otherwise be required to work the shift on a public holiday in accordance with Section 91(4) and the taking of the annual leave on that day was decided at his request. If an employer has decided that an employee take compensatory time off for overtime work or work on a public holiday so that it falls within the period of annual leave, the employer must decide that the compensatory time off be taken on another day.

Chapter 3

Collective taking of annual leave

Section 220

An employer may, in agreement with the trade union organisation and with the consent of the works council, determine the collective taking of annual leave only if this is necessary for operational reasons; the collective taking of annual leave may not exceed two weeks or four weeks for artistic ensembles.

Chapter 4

Change of employment

Section 221

If an employee changes his employment during the same calendar year, the new employer may grant him annual leave or its part to which he became entitled under the previous employer, if so requested by the employee at the latest before the termination of employment relationship with the previous employer and both employers agree on the amount of the payment of compensatory wage or salary for the annual leave or its part to which the employee did not become entitled under the employer providing the annual leave or its part.

Chapter 5

Compensatory wage or salary for annual leave

Section 222

(1) An employee is entitled to compensatory wage or salary in the amount of average earnings for the period of taking annual leave.

(2) An employee is entitled to compensatory wage or salary for untaken annual leave only in the event of termination of employment relationship.

(3) If an employee is entitled to compensatory wage or salary for untaken leave or its part, such compensation shall be due in the amount of average earnings.

(4) An employee is obliged to return compensatory wage or salary for annual leave or its part which has been paid to him if he is no longer entitled to it or if he did not become entitled to it.

(5) Compensatory wage or salary for untaken supplementary annual leave may not be provided; this leave must always be fully taken, as a matter of priority.

Section 222a

An employee who has been sent to perform work as part of transnational provision of services[91)] to another Member State of the European Union is not entitled to compensatory wage or salary for annual leave to the extent that he is entitled to compensatory wage or salary for annual leave in accordance with the legislation of the Member State to which he was sent.

Chapter 6

Reduction of annual leave

Section 223

(1) An employer may reduce the annual leave only for an unexcused missed shift by the number of unexcused missed hours; unexcused missed parts of individual shifts may be added up.

(2) Annual leave to which an employee became entitled in the relevant calendar year may be reduced only for the reason in subsection (1) which arose in that year.

(3) When reducing annual leave, an employee whose employment relationship with the same employer lasted for the entire calendar year must be granted leave of at least two weeks.

PART TEN

CARE OF EMPLOYEES

TITLE I

WORKING CONDITIONS OF EMPLOYEES

Section 224

(1) Employers are obliged to create working conditions for employees that enable safe performance of work and, in accordance with special legal regulations, to provide occupational medical services for employees.

(2) An employer may provide the 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 relationship when this employee is granted third-degree disability pension or when the employee becomes entitled to old-age pension;

(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 emergencies which may be hazardous to life, health and property.

Section 225

The employer which, under a special legal regulation[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 for a safe place for the keeping of outer garments and personal items which employees usually bring to work.

TITLE II

PROFESSIONAL DEVELOPMENT OF EMPLOYEES

Section 227

Professional development of employees includes in particular:

(a) initial training and on-the-job learning;

(b) practical training of school graduates;

(c) improvement of qualification;

(d) upgrading of qualification.

Section 228
Initial training and on-the-job learning

(1) If an employee starts his employment without any skills (qualifications), his employer shall arrange for this employee to take induction training or on-the-job training; this 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
Practical training of school graduates

(1) Employers shall arrange for graduates of secondary schools, conservatories, tertiary vocational schools and higher education institutions adequate practical training for the acquisition of practical experience and skills required for the performance of work; practical training shall be considered as performance of work for which an employee is entitled to wage or salary.

(2) For the purposes of subsection (1), a "graduate" means an employee starting employment corresponding to his qualifications if the total period of his practical training after the proper (successful) conclusion of studies (training) 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" means ongoing updating of qualification by which the nature of an employee's qualification does not change and which enables him to carry out the agreed type of work; it also means maintaining and refreshing qualification.

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

(3) An employee's attendance at a 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 subsection (3).

(5) Special legal regulations[110)] governing the improvement of qualification are not prejudiced by this Act.

Upgrading of qualification and qualification agreement

Section 231

(1) "Upgrading of qualification" means a change in the level of qualification; it also means acquisition of qualification or an extension of qualification.

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

(3) Special legal regulations[110)] governing the upgrading of qualification are not prejudiced by this Act.

Section 232

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

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

(b) two working days to prepare for and take every examination within a study curriculum of the relevant higher education institution or tertiary vocational school;

(c) five working days to prepare for and take the final examination, school-leaving examination or study completion examination;

(d) ten working days to write and defend the final paper, bachelor's paper, thesis, dissertation or a paper that concludes studies within a life-long educational programme organized by a higher education institution;

(e) 40 working days to prepare for and take the State final examination, State oral examination in the field of medicine, veterinary medicine or hygiene and State doctoral examination.

(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 taking an entry examination, retaking 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 upgrading of qualification; the employer may stop granting a certain employee 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 of the employer, has not been fulfilling without a serious reason substantial obligations relating to the upgrading of qualification 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 in particular the employer's commitment to enable this employee upgrading of qualification and the employee's commitment to remain in employment with this employer for an agreed period, but for no longer than five years, or to reimburse the employer for the costs related to this employee's upgrading of qualification incurred by the employer, and this shall apply even if the employee's employment relationship is terminated before he completes his upgrading of qualification. An employee's commitment to remain in employment commences on the upgrading of qualification.

(2) A qualification agreement may also be concluded in connection with improvement of qualification (Section 230) if the expected costs reach 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 types of costs and the maximum amount of costs which the employee is obliged to pay 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 on the basis of the qualification agreement shall not include a period of parental leave within the scope of parental leave of the child's mother (Section 196) and the 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 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 is not obliged to pay the costs under the qualification agreement 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 work for which he was upgrading his qualification;

(b) the employee's employment relationship with his employer was terminated by a notice of termination given by the employer, unless it was a notice of termination given due to breach of the employee's duty arising from legal regulations relating to the type of work carried out in fulfilling working tasks or in direct connection therewith or if the employment was terminated by agreement due to a reason laid down in Section 52(a) to (e);

(c) under the relevant medical certificate issued by the occupational medical services provider or by the ruling of the competent administrative authority reviewing 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 the long-term capability to perform the existing work due to an industrial injury, an occupational disease or due to risk of an occupational disease or if, under the ruling of the

competent public health authority, 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.

TITLE III

EMPLOYEE MEALS

Section 236

(1) The employer shall enable employees on all shifts to have meals; 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 to such meals and the amount of the employer’s contribution to cover the costs of those meals, as well as the detailed definition of the group of employees entitled to have such meals, organisation of providing and taking the meals, including the method of financing by the employer, unless these aspects are regulated for a certain category of employers by a special legal regulation[75)]. This shall apply without prejudice to taxation regulations.

(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) former employees of the employer who worked for him until retirement or invalidity pension for third-degree invalidity;

(b) employees during the period of their leave;

(c) employees during their temporary incapacity for work.

TITLE IV

SPECIAL WORKING CONDITIONS FOR CERTAIN EMPLOYEES

Chapter 1

Employment of persons with disabilities

Section 237

The duties of employers to employ persons with disabilities and to create the necessary working conditions for these persons are laid down in special legal regulations[76)].

Chapter 2

Working conditions of female employees

Section 238

(1) It is prohibited to employ female employees in the types of work which endanger their maternity. The Ministry of Health, via their decree, defines the types of work and workplaces that are forbidden for pregnant and nursing female employees and employed mothers until the end of the ninth month after giving birth to a child.

(2) It is prohibited to employ a pregnant female employee, a lactating female employee and a female employee who is a mother until the end of the ninth month after childbirth in those types of work for which they are not fit according to the relevant medical certificate.

Chapter 3

Working conditions for female employees, employees-mothers, employees taking care of a child and other natural persons

Section 239

(1) If a pregnant female employee performs the type of work which pregnant female employees are prohibited from doing or which, according to a medical certificate, puts at risk her pregnancy, the employer shall transfer her temporarily to alternative suitable work where she can attain the same earnings as in her previous 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) Subsection (1) shall apply by analogy to a female employee who is a mother until the end of the ninth month after childbirth and to a lactating female employee.

(3) If, through no fault of her own, a female employee attains lower earnings doing the work to which she has been transferred than when she was doing her previous work, she shall be provided with a compensatory allowance in accordance with a special legal regulation[77)].

Section 240

(1) Pregnant female 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 of their workplace or home residence with their consent; the employer may only relocate them at their own request.

(2) Subsection (1) shall also 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 also to an employee who proves that he or she, mostly on his own, takes long-term care of a person who, under a special legal regulation, is considered 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)[77a)].

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 or male employee taking care of a child who is under 15 years of age, a pregnant female employee or a male employee who proves that he or she, mostly on his own, takes long-term care of a person who, under a special legal regulation, is considered a person dependent on another natural person's assistance and such dependency is classified by grade II (medium dependency), grade III (high dependency) or grade IV (full dependency)[77a)], requests reduced working hours or requests some other suitable adjustment to his scheduled 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.

Chapter 4

Breastfeeding breaks

Section 242

(1) In addition to usual work breaks, the employer shall grant a lactating female employee special breaks for breastfeeding.

(2) A female employee who works scheduled 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 reduced working hours (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) Breastfeeding breaks count towards working hours with the entitlement to compensatory wage or salary in the amount of average earnings.

Chapter 5

Working conditions of adolescent employees

Section 243

Employers must 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 in work that is appropriate to their physical and mental development and provide them with increased care at work.

Section 245

(1) It is prohibited to employ juvenile employees in overtime and night work. Exceptionally, juvenile employees over 16 years of age may perform night work not exceeding 1 hour, if necessary, for their professional education under the supervision of an employee older than 18 years, if such supervision is necessary to protect the juvenile employee. 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 because the performance of such work by adolescent employees is prohibited or because 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 such time as the employee can perform the type of work.

Section 246

(1) It is prohibited to employ adolescent employees underground in the extraction of minerals or drilling tunnels or galleries.

(2) It is prohibited to employ adolescent employees in those types of work which are inadequate, hazardous or harmful to their health with a view to anatomical, physiological and mental attributes of persons of this age. The Ministry of Health, in agreement with the Ministry of Industry and Trade and the Ministry of Education, Youth and Sports, shall lay down in a Decree those types of work and workplaces which are prohibited to 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 of up to 21 years of age.

(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 relationship and before their transfer to other work;

b) regularly as necessary, however, at least once a year.

(2) Adolescent employees are obliged to undergo the prescribed medical examinations.

(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 PROPERTY AND NON-PECUNIARY HARM

TITLE I

PREVENTION

Section 248

(1) The employer shall create such working conditions for employees so that they can duly perform their working tasks without risk 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 property (hereinafter the "damage"), non-pecuniary harm and unjust enrichment. Where there is a risk of damage or non-pecuniary harm, he shall bring it to the attention of a superior managerial employee.

(2) If an intervention is urgently needed to avert damage for the employer, the employee is obliged to intervene; he does not have to do so if an important circumstance prevents him from doing so or if he would expose himself or another natural person to serious danger.

(3) If an employee finds out that he does not have the necessary working conditions, he is obliged to report this fact to the superior employee.

TITLE II

EMPLOYEE OBLIGATION TO PROVIDE COMPENSATION FOR DAMAGE

Chapter 1

General obligation to provide compensation for damage

Section 250

(1) An employee is obliged to compensate the employer for the damage he caused to the employer by the culpable breach of obligations in the performance of work tasks or in direct connection therewith.

(2) Where damage is also caused by breach of obligations on the side of the employer, the obligation of the employee shall be proportionally reduced.

(3) The employer is obliged to prove the fault of the employee, except in the cases specified in Section 252 and 255.

Chapter 2

Failure to comply with the obligation to avert damage

Section 251

(1) An employee who does not knowingly notify the superior managerial employee of a threat of damage to the employer or did not intervene against the threat of damage, even if this would have prevented the immediate occurrence of damage, may be requested by the employer to contribute to the compensation of damage caused to the employer to the extent proportionate to the circumstances of the case, unless it can be compensated otherwise.

(2) The employee shall not be liable for damage caused by him when he averted either the threat of damage to the employer's property or some direct risk to life or health provided that he did not cause this situation intentionally and provided that in doing so he acted in a way adequate to the circumstances.

Chapter 3

Deficit in entrusted values which the employee is obliged to account for, and loss of entrusted items

Division 1

Deficit in entrusted values which the employee is obliged to account for

Section 252

(1) If a liability agreement has been concluded with an employee to protect the values entrusted to the employee for accounting (hereinafter the "entrusted values liability agreement"), which are considered to include cash, securities, goods, material stocks or other values that are subject to turnover or circulation of which the employee may personally dispose for the entire period entrusted to him, he is obliged to compensate the employer for the deficit in these values.

(2) The entrusted values liability agreement may be concluded no earlier than on the day when the natural person reaches the age of 18.

(3) If the employee's legal capacity has been limited, a representative may not enter into an entrusted values liability agreement on his behalf.

(4) The entrusted values liability agreement must be concluded in writing.

(5) An employee shall be released from the obligation to compensate the deficit in whole or in part if he proves that the deficit arose in whole or in part through no fault of his, in particular that he was prevented from disposing of the entrusted values by the employer neglecting his obligation.

Section 253

(1) An employee who has concluded an entrusted values liability agreement may withdraw from it if he performs alternative work, if he is transferred to alternative work or to another workplace, if he is relocated, or if the employer, within 15 calendar days of receiving his written notice, has not removed defects in working conditions that prevent the proper management of the entrusted values. If the values are entrusted to several employees for accounting together, the employee may also withdraw from the entrusted values liability agreement if another employee is assigned to the workplace or another manager or his deputy is appointed. Withdrawal from the liability agreement under the first sentence must be in writing.

(2) The obligation under the entrusted values liability agreement ceases to exist on the day of termination of employment relationship or on the day when the withdrawal from this agreement was delivered to the employer unless a later date is specified in the notice of withdrawal from this agreement.

Section 254

(1) The employer shall carry out stocktaking upon the conclusion of an entrusted values liability agreement, on its extinction, on the performance of some other work, on the transfer of this employee to some alternative work or to another workplace, or on his relocation or on termination of employment relationship.

(2) At workplaces with employees jointly obliged to account for entrusted values, the employer is obliged to carry out stocktaking when concluding entrusted values liability agreements with all jointly obliged employees, upon the extinction of obligations from all these agreements, when performing other work, on the transfer to another job or another workplace or relocation of all jointly obliged employees, in the event of a change in the post of managerial employee or his deputy and at the request of any of the jointly obliged employees in the event of a change in their team, or in the event of any of them withdrawing from the entrusted values liability agreement.

(3) If an employee pursuant to subsection (2) whose employment relationship has ended or who performs another job, or who has been transferred to another job or who has been transferred to another workplace or relocated does not request stocktaking, he is obliged to compensate the shortfall found by the next stocktaking at his former workplace. If an employee who is assigned to a workplace with employees jointly obliged to account for entrusted values does not request stocktaking, he is obliged, if he has not withdrawn from the entrusted liability agreement, to compensate the deficit found by the nearest stocktaking.

Division 2

Loss of entrusted items

Section 255

(1) The employee is obliged to compensate the damage caused by the loss of tools, protective equipment and other similar items entrusted to him by the employer against a written confirmation.

(2) An item pursuant to subsection (1) the price of which exceeds CZK 50,000 may be entrusted to an employee only on the basis of an agreement on liability for the loss of entrusted items.

(3) The agreement on liability for the loss of entrusted items may be concluded no earlier than on the day when the natural person reaches the age of 18.

(4) If the employee's legal capacity has been limited, a representative may not enter into an agreement on liability for the loss of entrusted items on his behalf.

(5) The agreement on liability for the loss of entrusted items must be concluded in writing.

(6) An employee shall be released from the obligation to compensate the loss in whole or in part if he proves that the loss arose in whole or in part through no fault of his own.

(7) The Government may increase the amount pursuant to subsection (2) by its Decree.

Section 256

(1) An employee who has concluded an agreement on liability for the loss of entrusted items may withdraw from it if the employer has not created the conditions to ensure the protection of the entrusted items against their loss. Withdrawal from the liability agreement under the first sentence must be in writing.

(2) The obligation under the agreement on liability for the loss of entrusted items ceases to exist on the day of termination of employment or on the day when the withdrawal from this agreement was delivered to the employer unless a later date is specified in the notice of withdrawal from this agreement.

Chapter 4

Extent and method of compensation for damage

Section 257

(1) An employee who is obliged to provide compensation for damage pursuant to Section 250 is obliged to compensate the employer for the actual damage, in cash, unless he compensates for the damage by restoring the original state.

(2) The amount of required compensation for damage caused by negligence may not exceed for an individual employee an amount equal to four and a half times his average monthly earnings before the breach of duty by which he caused the damage. This restriction does not

apply if the damage was caused intentionally, when drunk, or after the abuse of other addictive substances.

(3) In the case of damage caused intentionally, the employer may demand, in addition to the amount specified in subsection (2), compensation for lost profits.

(4) If the employer also caused the damage, the employee is obliged to compensate only a part of the damage proportionate to the degree of his fault.

(5) If several employees are jointly obliged to compensate for damage, each of them is obliged to compensate a part of the damage proportional to the degree of his fault.

Section 258

In determining the amount of compensation for damage in accordance with Section 251, particular account shall be taken of the circumstances which prevented the obligation from being fulfilled and of the significance of the damage to the employer. However, the amount of compensation for damage may not exceed an amount equal to three times the average monthly earnings of the employee.

Section 259

An employee who is obliged to compensate for damage caused by a deficit in the entrusted values or caused by the loss of entrusted items is obliged to compensate this damage in full.

Section 260

(1) If several employees are jointly obliged to compensate for the deficit, the share of compensation shall be determined for individual employees according to the ratio of their gross earnings, the earnings of their manager and his deputy shall be counted as double.

(2) The share of compensation determined in accordance with subsection (1) may not exceed for individual employees, with the exception of the manager and his deputy, an amount equal to their average monthly earnings before the damage occurred. If the shares so determined do not cover the entire deficit, the manager and his deputy are obliged to pay the rest according to the ratio of their gross earnings.

(3) If it is found that the deficit or a part thereof was caused by one of the jointly obliged employees, the employee is obliged to compensate the deficit according to the degree of his fault. The remaining part of the deficit shall be replaced by all jointly committed employees by shares determined in accordance with subsections (1) and (2).

(4) Determining the share of individual jointly obliged employees is based on their gross earnings settled for the period from the previous stocktaking to the date of the deficit. Earnings for the entire calendar month in which this stocktaking was made are taken into account, and earnings for the calendar month in which the deficit was identified are not taken into account. However, if an employee has been assigned to the workplace during that period, his gross earnings shall be taken into account from the date on which he was assigned to the workplace to the date on which the deficit is established. Compensatory wage or salary is not included in

gross earnings.

Chapter 5

Common provisions on employee liability to compensate for damage

Section 261

(1) An employee who suffers from a mental disorder is obliged to compensate for the damage caused by him if he is able to control his actions and assess its consequences.

(2) An employee who, through his own fault, is brought into such a condition that he is unable to control his actions or assess its consequences, is obliged to compensate the damage caused when in this condition.

(3) An employee who caused it by intentional actions against good morals is also obliged to compensate the damage.

Section 262

The amount of compensation for damage required is determined by the employer; if the damage was caused by a managerial employee who is a governing body, or his representative, alone or together with a subordinate employee, the amount of compensation shall be determined by the person who appointed the governing body or his representative.

Section 263

(1) The employer is obliged to discuss the amount of compensation for damage required with the employee and notify him in writing, as a rule no later than 1 month from the day when it was found that the damage occurred and that the employee is obliged to compensate it.

(2) If the employee has concluded an agreement with the employer on the method of compensation for damage, it shall include the amount of the compensation required by the employer if the employee has acknowledged his obligation to compensate the damage. The agreement referred to in the first sentence must be concluded in writing.

(3) The employer is obliged to discuss with the trade union organisation the amount of the required compensation for damage and the content of the agreement on the method of its compensation, with the exception of compensation not exceeding CZK 1,000.

Section 264

The court may reduce the amount of compensation for damage accordingly for reasons deserving special consideration.

TITLE III

EMPLOYER OBLIGATION TO PROVIDE COMPENSATION FOR DAMAGE

Chapter 1

General obligation to provide compensation for damage

Section 265

(1) The employer is obliged to compensate the employee for the damage caused to him during the performance of work tasks or in direct connection with the breach of legal obligations or wilful conduct against good morals.

(2) The employer is also obliged to compensate the employee for the damage caused to him by the breach of legal obligations within the performance of the employer's work tasks by the employees acting on his behalf.

(3) The employer is not obliged to compensate the employee for damage to a means of transport he used in the performance of work tasks or in direct connection with it without his consent, nor for damage to tools, equipment and items needed by the employee to perform work which he used without the employer's consent.

Chapter 2

Averting damage

Section 266

(1) The employer is obliged to compensate the employee for material damage suffered by the employee in averting damage to the employer or danger to life or health if the damage was not caused by intentional actions of the employee and the employee acted in a manner reasonable given the circumstances. The first sentence also applies to purposefully incurred costs.

(2) The right to compensation for damage pursuant to subsection (1) shall also pertain to an employee who averted danger to life or health where the employer would have been obliged to provide compensation for damage.

Chapter 3

Damage to employee's items

Section 267

(1) The employer is obliged to compensate the employee for damage to items that are usually brought to work and which the employee has put aside during the performance of work tasks or in direct connection therewith at a designated or usual place.

(2) The right to compensation for damage shall become time-barred if the employee does not report it to the employer without undue delay, but no later than within 15 days from the day on which he became aware of the damage.

Chapter 4

Extent and method of compensation for damage

Section 268

(1) The employer is obliged to compensate the employee for the actual damage. In the case of damage caused intentionally, the employee may also claim compensation for lost profits.

(2) The employer is obliged to compensate the employee for damage to items which the employee does not usually carry to work and which the employer has not taken into special safekeeping up to the amount of CZK 10,000. If it is found that the damage to these items was caused by another employee or if the damage occurred to items that the employer took into special safekeeping, the employer is obliged to compensate the employee for the damage in full.

(3) The right to compensation for damage pursuant to subsection (2) shall become time-barred if the employee does not report it to the employer without undue delay, but no later than within 15 days from the day on which he became aware of the damage.

(4) The Government may increase the amount pursuant to subsection (2) by its Decree.

Chapter 5

Accidents at work and occupational diseases

Division 1

Extent of compensation for damage and non-pecuniary harm and release from liability to provide compensation

Section 269

(1) The employer is obliged to compensate the employee for damage or non-pecuniary harm caused by an industrial injury if the damage or non-pecuniary harm occurred during the performance of work tasks or in direct connection with it.

(2) The employer is obliged to compensate the employee for damage or non-pecuniary harm caused by an occupational disease if the employee last worked with the employer before its discovery under the conditions under which the occupational disease with which he was affected arises.

(3) A disease shall be compensated as an occupational disease even if it was included in the list of occupational diseases from its inclusion in the list and for a maximum period of three years before its inclusion in the list.

(4) The employer is obliged to compensate for damage or non-pecuniary harm even if it has complied with the obligations arising from legal and other regulations to ensure safety and health at work if the obligation to compensate for damage or non-property damage is not fully or partially released.

(5) A possible loss of pension is not damage under this Act.

Section 270

(1) The employer shall be released from the obligation to compensate for damage or non-pecuniary harm in full if he proves that:

(a) because the affected employee, through his fault, breached legal or other regulations or guidelines to ensure occupational safety and health, even though he was duly acquainted with them and their knowledge and compliance were constantly required and checked; or

(b) due to the intoxication of the affected employee or due to his abuse of other addictive substances and the employer could not prevent the damage or non-pecuniary harm;
and that these facts were the sole cause of the damage or non-pecuniary harm.

(2) The employer shall be released from the obligation to compensate for damage or non-pecuniary harm in part if he proves that:

(a) as a result of the facts referred to in subsection 1(a) and (b) and that those facts were one of the causes of the damage or non-material damage; or

(b) because the employee acted contrary to normal conduct in such a way that it is clear that, although he did not infringe legal or other regulations or guidelines to ensure occupational safety and health, he acted recklessly even though he had to be aware given his qualifications and experience that it may cause injury. Ordinary carelessness and actions resulting from work risk cannot be considered reckless.

(3) If the employer is released from the obligation to compensate for damage or non-pecuniary harm in part, he is obliged to determine the part borne by the employee, depending on the degree of his fault; in the case referred to in subsection (2)(b), however, the employer is obliged to pay at least one third of the damage or non-pecuniary harm.

(4) In assessing whether an employee has violated legal or other regulations or guidelines to ensure occupational safety and health, the employer may not invoke the general provisions according to which everyone should act in such a way as not to endanger his own health and the health of others.

Section 271

The employer cannot be released from the obligation to compensate for damage or non-pecuniary harm in whole or in part if the employee has suffered an industrial injury to avert the threat to the employer or a direct danger to life or health unless the employee intentionally caused this.

Division 2

Types of compensations

Section 271a

Compensation for loss of earnings during incapacity for work

(1) An employee is entitled to compensation for loss of earnings during the period of incapacity for work in the amount of the difference between the average earnings before the damage caused by an industrial injury or an occupational disease and the full amount of compensatory wage or salary pursuant to Section 192 or remuneration from the agreement pursuant to Section 194 and the full amount of sickness benefit.

(2) An employee shall be entitled to compensation for loss of earnings pursuant to subsection (1) even in the event of his further incapacity for work due to the same industrial injury or occupational disease. The average earnings before the damage was incurred pursuant to the first sentence is the average earnings of the employee before this other damage was incurred. If, prior to this other damage, the employee was entitled to compensation for loss of earnings after the end of incapacity for work, compensation for the loss of earnings under subsection (1) shall be granted to the employee up to the amount up to which he would be entitled to compensation for loss of earnings after the end of incapacity for work when he was unable to work. Earnings after industrial injury or after detecting occupational disease shall be deemed to be compensatory wage or salary in accordance with Section 192 or remuneration from agreement in accordance with Section 194 and sick leave.

Section 271b

Compensation for loss of earnings after the end of incapacity for work

(1) An employee is entitled to compensation for loss of earnings after the end of incapacity for work or recognition of invalidity in the amount of the difference between average earnings before the damage and earnings achieved after the industrial injury or occupational disease, plus any invalidity pension received for the same reason. The reduction of the invalidity pension due to concurrence with another pension under the pension insurance legislation, as well as the earnings of the employee which he achieved through increased work effort, are not taken into account.

(2) An employee is entitled to compensation for loss of earnings pursuant to subsection (1) even in the event of incapacity for work for a reason other than the original industrial injury or occupational disease; earnings after an industrial injury or occupational disease are considered to be earnings from which the amount of sickness benefit is determined.

(3) An employee is also entitled to compensation for loss of earnings after the end of incapacity for work or in the case of recognition of invalidity pursuant to subsection (1) if the employee is kept in the register of job seekers; earnings after an industrial injury or occupational disease are considered to be earnings in the amount of the minimum wage valid on the day of first inclusion in the register of job seekers. If, before becoming a jobseeker, an employee receives compensation for loss of earnings after the end of incapacity for work, he shall be entitled to such compensation for the period of inclusion in the register of jobseekers in the amount in which he became entitled to it for the duration of his employment relationship or legal relationships established by agreements on work outside the employment relationship. After the end of the inclusion in the register of job seekers, the calculation of compensation for loss of earnings after the end of incapacity for work or recognition of invalidity shall, for all the injured, be governed by subsection (1).

(4) If an employee, through his own fault, receives lower earnings than other employees performing the same work or work of the same kind for the employer, the average earnings received by these other employees shall be considered as earnings after an industrial injury or recognition of occupational disease.

(5) An employee who refuses to take up work provided by his employer without good reason shall be entitled to compensation for loss of earnings pursuant to subsection (1) only in the amount of the difference between the average earnings before the damage and the average earnings he could have received for the work provided to him. The employer will not pay damage to the employee up to the amount the employee omitted to earn without serious reasons.

(6) An employee is entitled to compensation for loss of earnings after the end of temporary incapacity for work no later than until the end of the calendar month in which he reached the age of 65 or until the date of awarding old-age pension from the pension insurance.

Section 271c

Compensation for pain and reduced employability

(1) Compensation for pain and reduced employability shall be provided to employees on a one-off basis, at least in the amount according to the legal regulation issued for the implementation of subsection (2).

(2) The Government shall determine by a Decree the amount of compensation for pain and reduced employability corresponding to the harm incurred, the method of determining the amount of compensation in individual cases and procedures for issuing a medical report, including its elements in relation to the activity being assessed.

Section 271d

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 271e

Compensation for material damage

An employer is obliged to provide compensation for material damage to an employee who has suffered an industrial injury or who has been found to have an occupational disease; Section 265(3) also applies here.

Section 271f

One-off compensation for non-pecuniary harm in the event of a particularly serious injury to an employee

In the event of a particularly serious injury to an employee, his ;spouse, partner[51a)], child and parents are entitled to a one-off compensation for non-pecuniary harm. This compensation shall also be provided to other persons in a family or similar relationship who feel the employee’s harm as their own harm.

Division 3

Types of compensation in the event of an employee's death

Section 271g

Reimbursement of purposefully incurred costs connected with medical treatment and funeral

(1) The person who has purposefully incurred costs associated with the treatment and reasonable costs associated with the funeral shall be entitled to reimbursement of these costs. The reasonable funeral costs shall be reduced by the funeral allowance provided under a special legal regulation.

(2) Reimbursement of reasonable funeral costs includes expenses for the establishment of a monument or ledger up to at least one and a half times the average wage in the national economy determined for the first to third quarters of the calendar year preceding the calendar year in which the entitlement to reimbursement occurs; the amount of this reimbursement shall be rounded up to the nearest hundred *koruna*. The reimbursement of reasonable funeral costs also includes costs charged for the funeral, cemetery fees, costs for the preparation of the monument or ledger, travel expenses and one third of the usual expenses for mourning clothes for close persons.

(3) The amount of the average wage determined in accordance with subsection (2) shall be announced by the Ministry of Labour and Social Affairs on the basis of data from the Czech Statistical Office by a notice published in the Collection of Laws.

Section 271h

Reimbursement of the costs of survivors' maintenance

(1) The reimbursement of the costs of maintenance of the survivors is due to the survivors to whom the deceased employee provided or was obliged to provide maintenance, until the time until which he would have this obligation, but no later than until the end of the calendar month in which the deceased employee would have reached 65 years of age.

(2) The reimbursement of the cost pursuant to subsection (1) is due to the survivors in the amount of 50% of the deceased employee's average earnings, as determined 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 benefit granted to the survivors due to the death of the employee is deducted from the amounts appertaining to the individual survivors. The earnings of the survivors is disregarded.

(3) The reimbursement of the costs of the survivors' maintenance shall be based on the deceased employee's average earnings; the reimbursement of 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 271b(1), and may not be provided longer than the compensation would have been paid to the deceased employee pursuant to Section 271b(6).

Section 271i

One-off compensation for non-pecuniary harm to survivors

(1) One-off compensation for non-pecuniary harm to the survivors is due to:

(a) the spouse or partner[51a)] of the deceased employee;

(b) the child of the deceased employee; and

(c) the parents of the deceased employee.

(2) One-off compensation for non-pecuniary harm is due to each survivor pursuant to subsection (1) at least in the amount of twenty times the average wage in the national economy determined for the first to third quarters of the calendar year preceding the calendar year in which the right to such compensation occurred; if the compensation is paid to both parents, each of them shall receive half of this amount. The amount of the one-off compensation for non-pecuniary harm to the survivors is rounded up to the nearest hundred *koruna*.

(3) One-off compensation for non-pecuniary harm is also due to other persons in a family or similar relationship who feel the employee's harm as their own.

(4) The amount of the average wage determined in accordance with subsection (2) shall be announced by the Ministry of Labour and Social Affairs on the basis of data from the Czech Statistical Office by a notice published in the Collection of Laws.

Section 271j

Compensation for material damage

Compensation for material damage is due to the employee's heirs; Section 265(3) also applies here.

Division 4

Common and special provisions on industrial injuries and occupational diseases

Section 271k

(1) For the purposes of this Act an industrial injury is damage to the health or death of an employee if they occurred independently of his will by short-term, sudden and violent external action in the performance of work tasks or in direct connection therewith (Sections 273 and 274).

(2) An injury suffered by an employee for the performance of work tasks is also considered an industrial injury.

(3) An industrial injury is not an accident that occurred to an employee on the way to and from work.

(4) Occupational diseases are diseases specified in a special legal regulation.

Section 271l

Compensation for loss of earnings during incapacity for work and compensation for loss of earnings after the end of incapacity for work for the same reason are separate rights which are not due simultaneously.

Section 271m

(1) In determining the average earnings for the purposes of compensation for industrial injuries or occupational diseases, the decisive period is the previous calendar year if this decisive period is more favourable for employees.

(2) The employer is obliged to pay reimbursement of loss of earnings and compensation for survivors' maintenance regularly once a month unless another method of payment has been agreed.

Section 271n

(1) In the case of compensation for damage or non-pecuniary harm in the event of an occupational disease, the employer who provided the compensation for the damage or non-pecuniary harm has the right to compensation against all employers where the affected employee worked under the conditions under which the occupational disease afflicting him occurred, to the extent corresponding to the period he worked for those employers under those conditions.

(2) In the case of damage or non-pecuniary harm to health other than due to an industrial injury or occupational disease, the provisions on industrial accidents shall apply to the manner and extent of its compensation.

Section 271o

In the case of an employee who, at the time of the industrial injury or the finding of an occupational disease, is in several employment relationships or who is working under an agreement on work outside an employment relationship, the amount of compensation for loss of earnings is determined on the basis of average earnings in all these basic labour-law relationships the period they could last.

Section 271p

(1) An employee who suffers an industrial injury or who has been diagnosed with an occupational disease in a fixed-term employment relationship or in the course of work on the basis of an agreement on work outside an employment relationship is entitled to compensation for loss of earnings only until the time when this basic labour-law relationship was to end. After that period, the compensation for a loss of income may be claimed if it can be assumed, according to circumstances, that the affected employee would have continued to be employed. This is without prejudice to the other rights arising from the duty to compensate damage or non-material damage caused by an accident at work or an occupational disease.

(2) If a recipient of a retirement pension or a third-degree invalidity pension suffers an industrial injury or has been diagnosed with an occupational disease, he shall be entitled to compensation for loss of earnings for the period during which he did not cease to be employed

for reasons unrelated to the industrial injury or occupational disease; if he does not work for reasons related to the industrial injury or occupational disease, he shall be entitled to compensation for loss of earnings for the period during which he could have worked given his state of health before the industrial injury or occupational disease. Section 271b(6) also applies here.

Section 271q

Rights arising from Section 271g to 271j do not depend on whether the employee exercised the right to compensation of damage or non-pecuniary harm within the prescribed time limit before his death.

Section 271r

The employer is obliged to discuss the method and amount of compensation for damage or non-pecuniary harm with the trade union organisation and the employee without undue delay.

Section 271s

(1) The court may determine that the amount of compensation provided by a legal regulation (Sections 271c and 271i) be adequately increased.

(2) When determining the amount of non-pecuniary harm to the survivors in accordance with Section 271i, the court shall take into account the granted amount of one-off compensation for non-pecuniary harm in the event of particularly serious harm to health of an employee pursuant to Section 271f.

Section 271t

The employee’s rights to reimbursement for loss of earnings due to an industrial injury or occupational disease or damage or non-pecuniary harm to health other than due to an industrial injury or occupational disease and the rights to reimbursement of survivors' maintenance shall not be time-barred. However, the rights to individual performances arising therefrom may be time-barred.

Section 271u

(1) If the circumstances of the injured party, which were decisive for determining the amount of compensation, change significantly, the injured party and the employer may seek changes in the regulation of their rights or obligations.

(2) In view of changes in the wage levels and living costs, a Government Decree shall regulate the conditions, amount and method of compensation for loss of earnings due to employees after the end of incapacity for work caused by an industrial injury or occupational disease, usually with effect from the beginning of the calendar year; this also applies to the reimbursement for survivors' maintenance.

TITLE IV

COMMON PROVISIONS

Section 272

The amount of damage to an item is determined on the basis of its usual price at the time of the damage or loss and account is taken of what the injured party must expediently spend to restore or replace the function of the item.

Section 273

(1) The performance of work tasks means the performance of work duties arising from an employment relationship and from legal relations established by agreements on work performed outside an employment relationship, other activities performed at the instruction of the employer and activities that are the subject of a business trip.

(2) The performance of work tasks also includes activities performed for employers at the initiative of trade union organizations, employees' councils, or representatives for occupational safety and health or a member of the European Works Council, a member of the negotiating committee or other employees, or activities performed for employers on their own initiatives, unless the employee needs a special authorization or exercises it against the employer's explicit prohibition, as well as voluntary assistance organized by the employer.

Section 274

(1) The following acts shall be considered to be in direct connection with performance of work 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 also medical check-ups at a health care services provider if these check-ups are carried out at the employer's instruction or in connection with night work, first aid medical treatment and the journey to and from the relevant health care services provider. However, a journey to and from work, taking meals, 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 work 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 shall also be considered as activity being in direct connection with performance of work tasks.

Section 274a

(1) The journey to and from work means the journey from the employee's place of residence (accommodation) to the place of entry into the employer's premises or to another place intended for the performance of work tasks and back; for employees in forestry, agriculture and construction, this shall also mean the journey to the designated assembly point and back.

(2) The journey from the municipality of residence of the employee to the workplace or place of accommodation in another municipality which is the destination of the business trip, unless it is also the municipality of his regular workplace, and back, is considered an act necessary before the start of work or after its termination.

Section 275

(1) The employer is obliged to compensate the employee for damage or non-pecuniary harm in cash unless he makes up for the damage by restoring the original state.

(2) If the employer proves that the damage was also caused by the affected employee, his obligation to provide compensation shall be proportionately limited.

PART TWELVE

INFORMING AND CONSULTATION PROCEDURE, COMPETENCES OF A TRADE UNION ORGANISATION, EMPLOYEES' COUNCIL AND AN OCCUPATIONAL SAFETY AND HEALTH REPRESENTATIVE

TITLE I

BASIC PROVISIONS

Section 276

(1) Employees in a basic labour-law relationship referred to in Section 3 have the right to information and consultation. The employer shall inform employees and consult them directly unless a trade union organization, an employees council or a representative for occupational safety and health operate within the employer's undertaking. Where there are more employee representatives within the employer's undertaking, the employer must fulfil obligations pursuant to this Act in relation to all employee representatives unless another manner of collaboration is agreed between the employee representatives and between the employee representatives and the employer. An employee information and consultation procedure shall take place 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 may not be put at a disadvantage or advantage in the performance of their activities, nor may they be discriminated against.

(3) Confidential information means information the provision of which may endanger or damage the activities of the employer or violate the legitimate interests of the employer or employees. Information which the employer is obliged to communicate, discuss or publish pursuant to this Act or a special legal regulation shall not be considered confidential information. The employer is not obliged to submit or discuss information on facts protected under special legal regulations[78)]. The members of a trade union organisation, employees' council and occupational safety and health representatives are obliged to maintain the confidentiality of information that has been explicitly provided to them as confidential. This obligation survives the term of their office.

(4) Subsection (3) shall also apply to experts invited by the employees' representatives.

(5) If the employer requests the confidentiality of information which has been provided

as confidential, the employees' representatives may request that the court determine that the information has been marked as confidential without adequate reason. If the employer does not provide the information, the employees' representatives may request that the court decide that the employer is obliged to provide the information.

(6) Employee representatives are obliged to inform employees in an appropriate manner at all workplaces about their activities and about the content and conclusions of information and discussions with the employer.

(7) The employer is obliged to allow employees to hold elections of employee representatives. Elections are held during business hours. If the employer's operational capacities do not allow it, the choice can also be made outside the workplace.

(8) For the purposes of the proceedings referred to in subsection (5) and for the purposes of enforcing the fulfilment of obligations pursuant to Part Twelve, the employees' council shall have the capacity to be a party to civil court proceedings. The chairman or its designated member shall act on behalf of the employee council.

(9) The employer is obliged to discuss with the employee or, at his request, with the trade union organisation or the employees' council or the occupational safety and health representative, the employee's complaint about the exercise of rights and obligations arising from labour-law relationships.

Section 277

The employer is obliged to create, at its expense, the conditions for the proper performance of the activities of the employees' representatives, in particular to provide them with a room with the necessary equipment according to its operational capacities, to pay the necessary costs of maintenance and technical operation and the necessary documents.

TITLE II

INFORMATION AND CONSULTATION PROCEDURE

Section 278

(1) In order to ensure the right to information and consultation, the employer's employees may elect an employee council or an occupational safety and health representative in accordance with Section 281.

(2) Information or informing means the provision of the necessary data from which it is possible to unambiguously ascertain the state of the notified fact, or to adopt an opinion about it. The employer is obliged to provide the information sufficiently in advance and in a suitable manner so that the employees can assess it, or prepare for the consultation and express their opinion before the measures are taken.

(3) Consultation means discussion between the employer and the employees, exchange of views and explanations with the aim of reaching an agreement. The employer is obliged to ensure that the consultation takes place well in advance and in a suitable manner so that the employees can express their views on the basis of the information provided and the employer

can take them into account before the measures are taken. Employees have the right to receive a reasoned response to their opinion during the consultation.

(4) Employees have the right to request additional information and explanations before the implementation of the measure. Employees also have the right to request a personal meeting with the employer at the appropriate level of management according to the nature of the matter. The employer, employees and employee representatives are obliged to cooperate and act in accordance with their legitimate interests.

Section 279
Informing

(1) The employer is obliged to inform the employee about:

(a) the economic and financial situation of the employer and its probable development;

(b) the activities of the employer, its probable development, its consequences for the environment and its ecological measures;

(c) the legal status of the employer and its changes, the internal organization and the person authorized to act on behalf of the employer in labour-law relationships, the predominant activities of the employer indicated by a code from the Classification of Economic Activities111) and changes in the subject of the employer's activity;

(d) basic issues of working conditions and their changes;

(e) matters to the extent set out in Section 280;

(f) measures by which the employer ensures equal treatment of male and female employees and the prevention of discrimination;

(g) the offer of vacancies for an indefinite period, which would be suitable for further employment of employees working for the employer in a fixed-term employment relationship;

(h) occupational safety and health to the extent specified in Section 101 to Section 106(1) and Section 108 and a special law37);

(i) matters to the extent provided for in the arrangements for the establishment of a European Works Council or in accordance with another agreed procedure for informing and consultation at transnational level or to the extent specified in Section 297(5).

(2) The obligations referred to in subsection (1)(a) and (b) shall not apply to employers who employ less than 10 employees.

(3) A user (Section 307a) is also required to inform temporary employment agency employees about job vacancies.

Section 280
Consultation

(1) The employer is obliged to consult with the employees:

(a) the probable economic development of the employer;

(b) the employer's intended structural changes, his rationalization or organizational measures, measures affecting employment, in particular measures relating to collective dismissal pursuant to Section 62;

(c) the latest state and structure of employees, the probable development of employment with the employer, basic issues of working conditions and their changes;

(d) transfer in accordance with Sections 338 to 342;

(e) occupational safety and health to the extent specified in Section 101 to Section 106(1) and Section 108 and a special law37);

(f) matters to the extent provided for in the arrangements for the establishment of a European Works Council or in accordance with another agreed procedure for informing and consultation at transnational level or to the extent specified in Section 297(5).

(2) The obligations referred to in subsection (1)(a) to (c) shall not apply to employers who employ less than 10 employees.

TITLE III

EMPLOYEES' COUNCIL AND AN OCCUPATIONAL SAFETY AND HEALTH REPRESENTATIVE

Section 281

(1) It is possible to elect an employee council and an occupational safety and health representative at the employer. The employee council has a minimum of 3 and a maximum of 15 members. The number of members must always be odd. The total number of occupational safety and health representatives depends on the total number of employees of the employer and the risk of the work performed; however, it is possible to appoint a maximum of one representative per 10 employees. The number of members of the employees' board and representatives for occupational safety and health shall be determined by the employer after consultation with the election committee established pursuant to Section 283(2).

(2) The term of office of the employees' council and the occupational safety and health representative is 3 years.

(3) For the purposes of electing an occupational safety and health representative, the decisive fact is the number of employees of the employer in an employment relationship on the day of submission of the written proposal for the announcement of elections.

(4) The employees' council shall elect a chairman from among its members at its first meeting and shall inform the employer and the employees thereof.

(5) If, during the passage of rights and obligations from labour-law relationships the current employer and the accepting employer have employees' representatives, the accepting employer, in the cases specified in Sections 279 and 280, fulfils obligations to all, unless otherwise agreed between them and the employer. Employee representatives shall carry out their duties until the end of their term of office. If, before the end of the term of office, the number of members of one of the employee councils has fallen to less than 3, the other employee council shall take over.

Section 282

(1) The employees council and the term of office of the occupational safety and health representative end on the last day of the election period, unless otherwise provided in this Act.

(2) The employee council shall also end on the day when the number of members of the employee council has dropped to less than 3.

(3) In the cases provided for in subsections (1) and (2) the employee council or the occupational safety and health representative shall hand over all documents related to the holding of the office to the employer, who shall keep them for a period of five years from the date of termination of the employee council or the office of the occupational safety and health representative.

(4) Membership in the employees' council and the office of the occupational safety and health representative ends upon:

(a) resignation;

(b) termination of employment relationship with the employer;

(c) removal from office.

Section 283

(1) Elections shall be announced by the employer on the basis of a written proposal signed by at least one third of the employer's employees in an employment relationship no later than three months from the date of delivery of the proposal.

(2) Elections are organized by an election committee composed of at least three, at most nine employer's employees. The number of members of the election committee is determined by the employer, taking into account the number of employees and the internal organization. The members of the election committee are employees in the order in which they are signed on the written proposal for the election of the employee council. The employer informs the employees about the composition of the election committee. He is obliged to provide the election committee with the necessary information and documents for the purposes of the election, in particular a list of all employees in an employment relationship.

(3) The election committee shall:

(a) in agreement with the employer, determine and announce the date of the election at least 1

month before it is held and the deadline for the submission of nominations of candidates;

(b) draw up and publish the election rules;

(c) draw up a list of candidates from the nominations of the employer's employees in an employment relationship;

(d) publish the document in good time before the election;

(e) organize and manage the election;

(f) decide on complaints about errors and shortcomings stated on the list of candidates;

(g) count the votes and draw up a written report on the result of the election in duplicate; hand over one copy to the elected employee council, or elected occupational safety and health representatives, the other to the employer;

(h) inform the employer and all employees about the result of the election.

(4) The election is direct, equal and secret. The choice may only be made in person. The election requires the participation of at least one half of the employer's employees who were able to attend the election because they were not prevented from doing so by an obstacle to work or a business trip. Each voter may vote for as many candidates as there are seats on the employee council; he may cast only one vote to one candidate. If he does not follow these rules, his vote is invalid.

(5) All employees of the employer in an employment relationship have the right to vote and be elected.

Section 284

(1) Candidates may be nominated by any employee of the employer in an employment relationship. The proposal is submitted to the election committee in writing and must be substantiated by the written consent of the candidate, by the deadline set by the election committee.

(2) The election shall not be held if the election committee does not receive by the deadline for submitting nominations for candidates:

(a) at least three proposals to the employee council;

(b) at least one proposal for the position of an occupational safety and health representative.

(3) The predetermined number of candidates with the largest number of valid votes are elected as the members of the employees' council and occupational safety and health representatives. Candidates in other positions are substitutes to these posts; they become members of the employee council or occupational safety and health representatives on the day on which these posts become vacant, in the order of the number of valid votes cast in the elections. In the event of a tie, the electoral committee shall determine the order by drawing lots.

(4) The report on the election result shall be kept by the employer for a period of five years from the day of the election.

(5) Subsections (1) to (4) and Section 283 shall apply to the removal of a member of the employee council and occupational safety and health representative with the necessary modifications.

Section 285

(1) Every employee of the employer in an employment relationship and the employer may submit a written complaint to the election committee for errors and shortcomings stated on the list of candidates and propose a correction, no later than 3 days before the day of the election. The election committee shall decide on the complaint and notify the complainant of its decision in writing by the day preceding the election. The commission's decision is final and is excluded from judicial review.

(2) Every employee of the employer in an employment relationship and the employer may, by filing a motion to declare the election invalid, seek protection in court pursuant to a special law[79)] if he considers that there has been a violation of the law which may have significantly affected the outcome of the election. The proposal must be submitted in writing no later than 8 days from the date of the announcement of the election results.

(3) If the court has ruled that the election is invalid, it shall be held no later than three months after the decision on re-election has become final. The members of the election committee in the re-election are employees pursuant to Section 283(2) excluding those employees who served on the election committee and who were candidates.

TITLE IV

COMPETENCE OF TRADE UNION ORGANIZATIONS

Section 286

(1) Trade union organisations are entitled to act in labour-law relationships, including collective bargaining, under the conditions stipulated by law or agreed in the collective agreement.

(2) The body designated by its statutes shall act on behalf of the trade union organisation.

(3) A trade union organisation functions under an employer and has the right to act only if it is entitled to do so according to the Articles of Association, and no less than three of its members are employed in an employment relationship with the employer; the trade union organisation or its subsidiary may bargain collectively and conclude collective agreements under these conditions, only if it is entitled to it by the Articles of Association of the trade union organisation.

(4) The entitlement of a trade union organisation of an employer are created on the day following the date on which the employer announced that it meet the conditions under

subsection (3); if a trade union organization ceases to meet these conditions, it is obliged to notify the employer without undue delay.

(5) Where two or more trade union organizations exercise their activities within one employer, in those cases which concern all the employees or a large number of employees and in which this Act or special legal regulations require information, consultation, the expression of consent by, or agreement with, the trade union organization, the employer shall fulfil the duties in relation to all the trade union organizations 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 employer, such trade union organization, of which a certain employee is a member, shall act on his behalf in labour-law relationships. 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 the employer in an employment relationship, shall act on behalf of this employee, unless otherwise determined by the employee.

Section 287
Informing and consultation

(1) The employer is obliged to inform the trade union organisation about:

(a) the development of wages or salaries, the average wage or salary and its individual components, including a breakdown by individual professional groups, unless otherwise agreed;

(b) matters referred to in Section 279.

(2) The employer is obliged to discuss with the trade union organisation:

(a) the economic situation of the employer;

(b) workload and work speed (Section 300);

(c) changes in the organization of work;

(d) system of remuneration and evaluation of employees;

(e) system of training and education of employees;

(f) measures to create conditions for the employment of natural persons, in particular minors, persons caring for children under the age of 15 and natural persons with disabilities, including essential issues concerning the care of employees, measures to improve occupational hygiene and the working environment, social, cultural and physical education needs of employees;

(g) other measures concerning a larger number of employees;

(h) matters referred to in Section 280.

TITLE V

ACCESS TO TRANSNATIONAL INFORMATION

Section 288

(1) For the purposes of this Act, transnational information and consultation means information and consultation concerning an employer or group of employers operating in the territory of the Member States of the European Union and the European Economic Area (hereinafter the "Member State") as a whole or at least two employers or organizational units of the employer or a group of employers located in at least two Member States. The extent of potential impacts and the level of management and employee representation are also taken into account when assessing whether transnational information and consultation are involved.

(2) The right of employees of employers operating in the territory of a Member State to transnational information and consultation shall be exercised through the agreed procedure for transnational information and consultation or through the European Works Council. The procedure under the first sentence must be defined and implemented in such a way as to ensure its effectiveness and to enable effective decision-making by employers or groups of employers. The European Works Council shall be set up by agreement of the negotiating committee with its headquarters or in accordance with Section 296. An employer operating in the territory of the Member States shall, at his own expense, create the conditions for the establishment and proper functioning of a negotiating body, European Works Council or other agreed procedure for transnational information and consultation, in particular to cover the costs of organizing meetings, interpretation, travel and accommodation their proper activities, the necessary training and the cost of one expert, unless additional costs are agreed with the head office.

(3) The obligation to provide transnational information and negotiations pursuant to this Act shall apply to:

(a) employers and groups of employers operating in the territory of the Member States with their registered office or place of business in the Czech Republic;

(b) the organizational units of the employer with presence in the territory of the Member States located in the Czech Republic;

(c) the representatives of the employer or group of employers operating in the territory of the Member States in accordance with Section 289(2), who have their registered office or place of business in the Czech Republic, unless otherwise provided in this Act.

(4) For the purposes of this Act, an employer operating in the territory of the Member States means an employer who has at least 1,000 employees in the Member States and 150 employees in at least 2 Member States.

(5) For the purposes of this Act, a group of employers operating in the territory of the Member States means several employers connected by one managing employer who meets the following requirements:

(a) has a total of at least 1,000 employees in the Member States;

(b) at least 2 employers from a group of employers operating in the territory of the Member

States have their registered office or place of business or an organizational unit located in 2 different Member States; and

(c) at least one employer from a group of employers in the territory of the Member States has at least 150 employees in one Member State and another employer from a group of employers in the territory of the Member States has at least 150 employees in another Member State.

Section 289

(1) For the purposes of this Act, a managing employer means an employer who may directly or indirectly manage another employer or another group of employers (managed employer). The legislation governing the employer in the territory of a Member State is decisive for determining whether he is a managing employer. Where an employer operating in the territory of a Member States has not been established under the law of the Member State, the law of the Member State in whose territory it has his registered office, place of business or representative of that employer shall be decisive in determining whether it is a managing employer, and if a representative is not appointed, the law of the Member State in whose territory the registered office, the place of business or the head office of the employer that employs most employees shall be decisive. A managing employer is an employer which, directly or indirectly in relation to another employer of a group of employers:

(a) may appoint more than half of the members of the administrative, management or supervisory body of this employer;

(b) has a majority of the voting rights of that employer; or

(c) owns a majority share in the registered capital of this employer;

unless it is shown that another employer in the group of employers has a stronger influence. If there are several employers in a group of employers that meet these requirements, the managing employer shall be determined according to these requirements in the order indicated in the third sentence. For this purpose, the rights of the managing employer with regard to voting and appointment shall also include the rights of any managed employer and the rights of any person or body acting on behalf of the managing employer or the managed employer. However, a managing employer is not an employer in relation to another employer in which it has a participation pursuant to Article 3(5)(a) or (c) of Council Regulation (EC) No 139/2004 of 20 January 2004 on the control of concentrations between undertakings (the “EC Merger Regulation"). This provision shall not apply to legal relations arising from insolvency proceedings21a).

(2) For the purposes of this Act, the head office shall mean the employer operating in the territory of the Member States and the managing employer in a group of employers operating in the territory of the Member States. If the head office is not registered or located in a Member State, the representative appointed by the head office shall be considered to be the head office for the purposes of this Act. If this representative is not appointed, the head office is the employer with the largest number of employees in the Member States.

(3) The information and consultation shall concern only employers with registered office or located in a Member State unless a broader scope is agreed.

(4) For these purposes, the number of employees shall be determined as the average

number of employees during the previous two years from the date of submission of the application or commencement of consultation by the head office pursuant to Section 290(2). The head office and each employer are obliged to provide information to employees or their representatives to determine whether a European Works Council can be set up or to arrange other procedures for transnational information and consultation, in particular information on employee numbers and composition and the organizational structure of the employer or employer group.

(5) Unless the arrangement on the European Works Council or the arrangement on other procedures for transnational information and consultation or regulation of the Member State in which the head office is located provide for more favourable conditions, Section 276 and Section 278(2) to (4) shall apply by analogy for the purposes of collective employee representation, namely for members of the negotiating body, the European Works Council or the employees' representatives in accordance with another agreed procedure, as well as for employers. Section 276(8) shall apply even if the head office is not registered or located in the Czech Republic. Section 276(4) shall apply to interpreters, translators, experts and advisers.

Section 290

(1) The negotiating committee shall be set up to negotiate on behalf of the employees with the head office an agreement establishing a European Works Council or other procedure for transnational information and consultation.

(2) Negotiations for the establishment of a negotiating committee shall be initiated by the head office on its own initiative or at the written request of at least 100 employees from at least 2 employers or employers' organizations located in at least 2 different Member States or at the written request of their representatives.

(3) The members of the negotiating committee are employees of the employer or group of employers operating in the territory of the Member States. Employees of an employer from the territory of each Member State in which the employer or group of employers operating in the territory of the Member States has its registered office or branch shall be represented by one member for every 10% (or part thereof) of employees in all Member States combined.

(4) On behalf of the employees in the Czech Republic, the members of the negotiating committee shall be appointed by the employees' representatives at a joint meeting. If employee representatives are not appointed or do not work for one of the employers, the employees of that employer shall elect a representative who will attend the joint meeting on their behalf. The distribution of votes at the joint meeting shall be determined in proportion to the number of employees for which the employees' representative acts. If there are several employee representatives working for the employer, they act together for all the employer's employees, unless they agree otherwise. If a joint meeting is not required, the procedure for the appointment or election of a member of the negotiating committee shall apply by analogy.

(5) Subsection (4) shall also apply in the event that only an organizational unit of the employer with competence in the territory of the Member States is located in the Czech Republic.

Section 291

(1) The negotiating committee shall deliver to the employer and the head office information on the appointed and elected members. The head office shall convene the constitutive meeting of the negotiating committee without undue delay after receiving this information. The head office shall deliver the information on the composition of the negotiating committee and the opening of negotiations to the relevant recognized European employee' and employers' organizations with which the European Commission discusses matters in accordance with Article 154 of the Treaty on the Functioning of the European Union. At its constitutive meeting, the negotiating committee shall elect a chairman. The negotiating committee shall have the right to meet in separate session before and after each meeting. If absolutely necessary, it may invite experts to attend the meeting. These experts and representatives of the relevant recognized European employee' and employers' organizations may, at the request of the special negotiating committee, take part in the deliberations in an advisory capacity.

(2) Unless otherwise provided in this Act, the negotiating committee shall adopt resolutions by a simple majority of all its members.

(3) Negotiations between the head office and the negotiating committee, the European Works Council and the body providing for another procedure for transnational information and consultation must be conducted with a view to reaching an agreement.

(4) The places and dates of joint meetings are the subject of arrangements between the negotiating committee and the head office. The employer's head office informs about the place and date of joint meetings. The costs of the activities of the negotiating committee shall be borne by the employer.

Section 292

The negotiating committee may decide, by at least a two-thirds majority of all its members, that negotiations not be opened or that existing negotiations be terminated. It shall draw up a record thereof, which shall be signed by the members of the negotiating committee who have adopted such a resolution. A copy of the minutes shall be sent by the committee to the head office, which shall inform the employer and the employees or their representatives thereof. New application in accordance with Section 290(2) may be filed no earlier than two years after this resolution unless the head office and the negotiating committee agree on a shorter period.

Section 293

(1) The head office and the negotiating committee may arrange to establish a European Works Council or may arrange for another procedure for transnational information and consultation. In doing so they are not bound by Sections 296 to 298.

(2) The European Works Council may be extended to include representatives of the employer's employees from countries which are not members of the European Union if the head office and the negotiating committee so agree.

Section 294

European Works Council established by an arrangement

The arrangements for the European Works Council shall be in writing and shall contain in particular:

(a) identification of all employers to which it applies;

(b) the method of establishment, composition, the number of members and the term of office of the European Works Council; in so doing, account shall be taken of the representation of employees according to their activity and sex;

(c) the place, frequency and duration of meetings of the European Works Council;

(d) the tasks, powers and responsibilities of the European Works Council, head office and employers in exercising the employees' right to information and consultation, and, where applicable, the composition, conditions of appointment, tasks and rules of procedure of the committee;

(e) the method of convening meetings;

(f) the method of financing the costs of the activities of the European Works Council;

(g) the methods of linking with information and consultation of employees' representatives in accordance with national law; this is without prejudice to the provisions concerning information and consultation of employees pursuant to Sections 279, 280 and 287;

(h) provisions on the procedure for organizational changes;

(i) the duration of the European Works Council arrangement, the provisions on the possibility of notice of termination, the possibility of amending the arrangements, including transitional provisions, and the procedure for negotiating a new arrangement.

Section 295

Arrangements for a different procedure for transnational information and consultation

Arrangements for another procedure for transnational information and consultation shall be in writing and shall include in particular:

(a) the subject of information and consultation of a transnational nature concerning important interests of employees;

(b) the manner and provision of the possibility for employees' representatives to jointly consult the information provided by the head office;

(c) the manner and provision for the negotiations with the head office or with another appropriate level of management;

(d) the methods of linking with information and consultation of employees' representatives in accordance with national law; this is without prejudice to the provisions concerning information and consultation of employees pursuant to Sections 279, 280 and 287;

(e) the procedure in the event of significant organizational changes.

Section 295a

If the arrangements under Sections 294 and 295 do not specify how to link information and consultation to employee representatives under national law, the head office and the employer must provide for transnational information and consultation on planned measures that could lead to significant changes in work organization or contractual relations at all partner levels appropriate to the subject matter.

European Works Council established pursuant to an and act

Section 296

(1) The European Works Council pursuant to this Act shall be established if:

(a) this is agreed between the head office and the negotiating committee;

(b) the head office refuses to enter into negotiations for a period of 6 months from the request of the employees in accordance with Section 290(2) establishing a European Works Council or other procedure for transnational information and consultation; or

(c) within 3 years of the submission of the application under Section 290(2) the head office and the negotiating committee did not reach an agreement on the procedure and the negotiating committee did not agree to terminate the negotiations in accordance with Section 292.

(2) The European Works Council shall be appointed from among the employees' representatives at a joint meeting. If employee representatives are not appointed or do not work for one of the employers, the employees of that employer shall elect a representative who will attend the joint meeting on their behalf. If the employer has more than one employee representative, the employees shall elect a joint representative from among them to attend the joint meeting on their behalf. The distribution of votes at a joint meeting shall be determined in proportion to the number of employees represented.

(3) Employees of an employer from the territory of each Member State in which the employer or group of employers operating in the territory of the Member States has its registered office or branch shall be represented by one member for every 10% (or part thereof) of employees in all Member States combined.

Section 297

(1) The members of the European Works Council in the Czech Republic shall be appointed from among the employer's employees by the employees' representatives at a joint meeting. If employee representatives are not appointed or do not work for one of the employers, the employees shall elect a representative who will attend the joint meeting on their behalf. The distribution of votes at the joint meeting shall be determined in proportion to the number of employees for which the employees' representative acts. If there are several trade union organizations under the employer, Section 286(6) shall apply by analogy. If a joint meeting is not required, the procedure for appointing or electing a member of the European Works Council shall apply by analogy.

(2) Subsection (4) shall also apply in the event that only an organizational unit of the employer with competence in the territory of the Member States is located in the Czech Republic.

(3) The European Works Council shall be obliged to notify the names and surnames of its members and their work addresses without undue delay to the head office, which shall forward this information to the employers and the employees' representatives or employees.

(4) The term of office of the European Works Council is 4 years. Four years after the inaugural meeting, the European Works Council shall vote on whether to negotiate with head office in accordance with Sections 290 and 291, or whether a European Works Council is established in accordance with this provision. The decision shall be taken by the Council by a two-thirds majority of all appointed members. Sections 290 and 291 shall apply to negotiations by analogy.

(5) At least once a calendar year, the head office is obliged, on the basis of a report prepared by it:

(a) to inform the European Works Council of:
1. the organizational structure of the employer and his economic and financial situation;
2. the likely development of the activity, production and sales;
3. the matters which it is required to discuss with the European Works Council;

(b) to discuss with the European Works Council:
1. the probable development of employment, investment and substantial changes in work organization and technology;
2. the dissolution or termination of the employer, transfer of the employer or part of its activities, its reasons, significant consequences and measures towards employees;
3. collective redundancies, their reasons, numbers, structure and conditions for determining the employees to be dismissed and the benefits to be paid to the employees in addition to statutory obligations.

The head office will also send a report to the employer.

(6) If exceptional circumstances arise or decisions are to be taken which have a substantial effect on the interests of employees, the head office shall without undue delay inform the European Works Council and, at its request, consult the necessary measures with it. If a committee is established in accordance with Section 298(2), the head office may negotiate with this committee. However, the members of the European Works Council who have been elected or appointed on behalf of the employer to whom the measure relates must be allowed by the head office to take part in this consultation. Exceptional circumstances include, without limitation:

(a) dissolution, termination or transfer of the employer or part thereof;

(b) collective dismissal (Section 62).

(1) The headquarters shall be obliged to convene a constitutive meeting of the European Works Council without undue delay. At this meeting, the Council shall elect its chairman and a deputy.

(2) The chairman and, in his absence, his deputy, shall represent the European Works Council externally and manage its day-to-day activities. The European Works Council shall set up a committee of up to five members, consisting of a chairman and other members, to ensure coordination of its activities. The members of the committee must be from at least two Member States.

(3) The European Works Council shall have the right to meet without the presence of the relevant managerial employees to discuss the information handed to it by the head office. The date and place of the meeting is the subject of an agreement with the head office. The proceedings of the European Works Council is not public. The European Works Council may invite experts if this is strictly necessary for the performance of its tasks. It may also invite managerial employees to provide additional information and explanations.

(4) Unless otherwise provided, the European Works Council may take decisions if an absolute majority of its members is present; decisions of the Council are taken by an absolute majority of votes of the present members.

(5) The European Works Council shall establish its rules of procedure, which shall be in writing and shall be adopted by a majority of all members of the Council.

Section 298a

Procedure for organizational changes

(1) If there are significant organizational changes in the structure of the employer or group of employers operating in the territory of the Member States, and if the arrangement on the European Works Council or other transnational information procedure and consultation does not regulate the procedure in these cases, or the provisions of these arrangements contradict each other, Section 290(2) shall apply by analogy.

(2) If Section 290(2) is applied by analogy, each European Works Council or other established employee representatives shall appoint at least three additional members to the negotiating committee.

(3) Established European Works Councils and employees' representatives shall not cease their activities in accordance with another agreed procedure. If necessary, they shall regulate their activities through arrangements with the head office. The activities of the established European Works Councils and the other procedure for transnational information and consultation shall end with the conclusion of a new arrangement with the head office on the establishment of a European Works Council or on other procedure. The previously concluded arrangements also cease to exist at this point.

Section 299

Sections 288 to 298a shall not apply to a European company and a European cooperative society, unless otherwise provided in special legal regulation[82)].

PART THIRTEEN

COMMON PROVISIONS

TITLE I

WORKLOAD AND PACE OF WORK

Section 300

(1) The employer is obliged to take into account the physiological and neuropsychological possibilities of the employee, regulations to ensure occupational safety and health and time for natural needs, food and rest when determining the required workload and pace of work. The required workload and the pace of work may also be determined by the labour consumption standard.

(2) The employer is obliged to ensure that the conditions pursuant to subsection (1) or the labour consumption standard, if specified by the employer, are created before the commencement of work.

(3) The required workload and the pace of work, or the introduction or change of the labour consumption standard, shall be determined by the employer, unless they are agreed in the collective agreement, after consultation with the trade union organisation.

TITLE II

BASIC OBLIGATIONS OF EMPLOYEES AND MANAGERIAL EMPLOYEES RESULTING FROM THE EMPLOYMENT RELATIONSHIP OR AGREEMENTS ON WORK PERFORMED OUTSIDE THE EMPLOYMENT RELATIONSHIP, OTHER OBLIGATIONS OF EMPLOYEES, SPECIAL OBLIGATIONS OF CERTAIN EMPLOYEES AND PERFORMANCE OF OTHER GAINFUL ACTIVITY

Section 301

Employees must:

(a) work properly according to their strengths, knowledge and abilities, follow the instructions of superiors issued in accordance with legal regulations and cooperate with other employees;

(b) use working hours and means of production to perform the assigned work, perform working tasks in a quality and timely manner;

(c) comply with the legal regulations applicable to the work they perform; comply with other regulations relating to the work they perform, provided that they have been duly acquainted with them;

(d) manage properly the means entrusted to them by the employer and to guard and protect the employer’s property from damage, loss, destruction and misuse and not to act contrary to the legitimate interests of the employer.

Section 301a

Other duties of employees

During the first 14 calendar days of temporary incapacity for work, employees are obliged to comply with the established regime of an insured person with temporary incapacity for work as regards the obligation to stay during temporary incapacity for work and to observe the period and scope of permitted walks in accordance with the Sickness Insurance Act107).

Section 302

Managerial employees also must:

(a) manage and control the work of subordinate employees and evaluate their work performance and work results;

(b) to organize the work to the best of their ability;

(c) create favourable working conditions and ensure occupational safety and health;

(d) ensure the remuneration of employees pursuant to this Act;

(e) create conditions for increasing the professional level of employees;

(f) ensure compliance with legal and internal regulations;

(g) ensure that measures are taken to protect the employer's property.

Section 303

(1) Employees:

(a) in administrative authorities;

(b) employees in the:
1. Police of the Czech Republic;
2. Armed Forces of the Czech Republic[83)];
3. General Inspection of Security Forces;
4. Security Information Service;
5. Office for Foreign Relations and Information;
6. Prison Service of the Czech Republic;
7. Probation and mediation service;
8. Office of the President of the Republic;
9. Office of the Chamber of Deputies;
10. Office of the Senate;
11. Office of the of the Public Defender of Rights;
12. Office of the Financial Arbitrator;
13. Office for Government Representation in Property Affairs;
14. Czech Social Security Administration and district social security administrations;
15. Supreme Audit Office;
16. Office for Personal Data Protection;

17. Institute for the Study of Totalitarian Regimes;
18. protected landscape areas and national parks;
19. Radioactive Waste Repository Authority;

(c) employees in courts and public prosecutor's offices;

(d) employees of the:
1. Czech National Bank;
2. State-owned funds;

(e) employees of territorial self-governing units assigned to:
1. the municipal authority;
2. city authority;
3. the municipality of a statutory city or the municipality of a territorially divided statutory city, the office of a city district or the office of a city district of a territorially divided statutory city;
4. regional authority;
5. the Prague City Hall and the Office of a City Borough of the Capital City of Prague;
with the exception of officials of territorial self-governing units pursuant to a special legal regulation[84)];

(f) employees of territorial self-governing units assigned in the municipal police;

(g) employees of schools established by the Ministry of the Interior[85)] and employees of the Police Academy of the Czech Republic[86)], have the increased obligations set out in subsection (2).

(2) The employees referred to in subsection (1) are further obliged to:

(a) act and decide impartially and refrain from performing anything that could jeopardize confidence in the impartiality of decision-making;

(b) maintain the confidentiality of facts which come to their knowledge in the course of their employment and which cannot be communicated to other persons in the interests of the employer; this does not apply if they have been released from this obligation by a governing body or a managerial employee authorized by the governing body, unless otherwise provided by a special legal regulation;

(c) in connection with the performance of their employment, not to accept gifts or other benefits, with the exception of gifts or benefits provided by the employer with which they are employed, or on the basis of legal regulations;

(d) refrain from any action which might lead to a conflict of public interest with personal interests, in particular not to misuse information obtained in the course of employment for the benefit of one's own or someone else's.

(3) The employees referred to in subsection (1) may not be members of management or control bodies of legal persons conducting business activities; this shall not apply if they have been posted to such a body by the employer with which they are employed and do not receive remuneration in connection with such membership from the relevant legal person carrying out the business activity.

(4) Employees referred to in subsection (1) may conduct business only with the prior written consent of the employer with which they are employed.

(5) The restriction set out in subsection (4) does not apply to scientific, pedagogical, journalistic, literary or artistic activities and to the management of one's own property.

(6) The provisions of subsection (1) to (5) shall apply, unless otherwise provided by a special act[88)].

Section 304

(1) In addition to their employment performed in a basic labour-law relationship, employees may engage in gainful activity that is identical to the subject of activity of the employer with which they are employed only with its prior written consent.

(2) If the employer revokes the consent pursuant to subsection (1), the revocation must be in writing; the employer is obliged to state the reasons for changing his decision. The employee is then obliged to terminate the gainful activity without undue delay in the manner governed by the relevant legal regulations.

(3) The restriction set out in subsection (1) does not apply to the performance of scientific, pedagogical, journalistic, literary and artistic activities.

(4) The provisions of subsections (2) to (3) shall apply unless otherwise provided by a special act[88)].

TITLE III

INTERNAL REGULATION

Section 305

(1) The employer may stipulate in an internal regulation the rights of employees in labour-law relationships more advantageously than as laid down by this Act. It is prohibited for an internal regulation to impose obligations on an employee or to prejudice his rights laid down by this Act. If the employer fails to comply with this prohibition, it shall be disregarded.

(2) An internal regulation must be issued in writing, must not be in conflict with legal regulations or be issued retroactively, otherwise it is invalid in whole or in the relevant part. Unless the work rules are concerned, internal rules are issued, as a rule, for a fixed period, but at least for one year; the internal regulation concerning remuneration may be issued even for a shorter period.

(3) An internal regulation is binding for the employer and for all its employees. It shall take effect on the date specified therein, but not before the date on which it is declared by the employer.

(4) An employer is obliged to acquaint the employee with the issuance, change or cancellation of an internal regulation within 15 days at the latest. An internal regulation must

be accessible to all employees of the employer. The employer is obliged to keep the internal regulation for a period of 10 years from the date of its expiry.

(5) If an employee has a right arising from the basic labour-law relationship specified in Section 3, especially wage, salary or another right in labour-law relationships, the repeal of an internal regulation does not affect the duration and satisfaction of this right.

Section 306
Work rules

(1) Work rules are a special type of internal regulation; they expand on the provisions of this Act, or special legal regulations in accordance with special conditions of the employer, with regard to the obligations of the employer and the employee arising from labour-law relationships.

(2) Work rules may not contain regulation in accordance with Section 305(1).

(3) Employers specified in Section 303(1) are obliged to issue work rules.

(4) An employer with an active trade union organisation may issue or change the work rules only with the prior written consent of the trade union organisation, otherwise the issue or change is invalid.

(5) In agreement with the Ministry of Labour and Social Affairs, the Ministry of Education, Youth and Sports shall issue a decree stipulating the work rules for employees of schools and school facilities established by the Ministry of Education, Youth and Sports, the region, municipalities and the voluntary association of municipalities.

TITLE IV

WAGE, SALARY AND OTHER RIGHTS

Section 307

(1) If a statement (Section 113(4) and Section 136) lays down an employee’s right to performance in an employment relationship to a lesser extent than as follows from the agreement or than stipulated by an internal regulation, the respective part of the statement is invalid.

(2) If an agreement or internal regulation contains a regulation of wage or salary rights and other rights in labour-law relationships according to which an employee should have more than one of the same rights, he shall have only one such right, namely the one determined by the employee.

TITLE V

AGENCY EMPLOYMENT

Section 307a

Dependent work in accordance with Section 2 also includes cases where an employer on the basis of a permit pursuant to a special legal regulation (hereinafter the “employment agency”) temporarily assigns his employee to perform work with another employer on the basis of an arrangement in the employment contract or agreement to perform work, whereby the employment agency undertakes to provide for the employee temporary performance of work under an employment contract or agreement to perform work with the user, and the employee undertakes to perform this work according to the user’s instructions and on the basis of an agreement on the temporary assignment of an employment agency employee concluded between the employment agency and the user.

Section 307b

The employment agency and the user are obliged to ensure that the employment agency employee is not temporarily assigned to perform work for the user for which the employee:

(a) who simultaneously employs the employee in a basic labour-law relationship; or

(b) worked or is working in the same calendar month on the basis of a temporary assignment by another employment agency.

Section 308

(1) The agreement between the employment agency and the user on the temporary assignment of an employment agency employee must contain:

(a) the name or names, surname, or surname at birth, citizenship, date and place of birth and residence of the temporarily assigned employee;

(b) the type of work that the temporarily assigned employee will perform, including the requirements for professional or medical qualifications necessary for this type of work;

(c) determination of the period for which the temporarily assigned employee will perform work for the user;

(d) place of work;

(e) the date on which the temporarily assigned employee commences to perform work for the user;

(f) information on the working and wage or salary conditions of the user’s employee who performs or would perform the same work as the temporarily assigned employee, taking into account the qualifications and length of practical training (hereinafter the “comparable employee");

(g) the conditions under which the temporary assignment may be terminated by the employee or user before the end of the period for which it was agreed; however, it is not possible to agree on the conditions for the termination of the period of temporary assignment before the expiry of the period for which it was agreed only for the benefit of the user;

(h) the number and date of the decision granting the employment agency an employment

intermediation permit.

(2) The agreement between the employment agency and the user on the temporary assignment of an employment agency employee must be concluded in writing.

Section 309

(1) During the temporary assignment of an employment agency employee to perform work for a user, the user assigns work tasks to the employment agency employee, organizes, manages and controls his work, gives him instructions for this purpose, creates favourable working conditions and ensures occupational safety and health. However, the user may not perform juridical acts on behalf of the employment agency.

(2) The employment agency assigns employees to temporarily perform work for the user on the basis of a written instruction, which contains in particular:

(a) the name and registered office of the user;

(b) the place of work at the user;

(c) the duration of the temporary assignment;

(d) the designation of the user's managerial employee authorized to assign and control the employee's work;

(e) the conditions for a unilateral declaration of termination of the performance of work before the expiry of the temporary assignment period, if agreed in the agreement on the temporary assignment of an employment agency employee; Section 308(1)(g)];

(f) information on the working and wage or salary conditions of a comparable employee of the user.

(3) The temporary assignment ends at the end of the period for which it was agreed; before the expiry of this period, it shall end by an agreement between the employment agency and the temporarily assigned employee, or a unilateral declaration by the user or temporarily assigned employee in accordance with the conditions agreed in the agreement on the temporary assignment of an employment agency employee.

(4) If the employment agency which has temporarily assigned an employee to perform work for the user compensated the employee for the damage incurred in the performance of work tasks or in direct connection therewith for the user, it has the right to be compensated for this damage by this user unless they agree otherwise.

(5) The employment agency and the user are obliged to ensure that the working and wage conditions of a temporarily assigned employee are not worse than the conditions of a comparable employee. If the working or wage conditions of a temporarily assigned employee are worse for the period of the performance of work for the user, the employment agency is obliged to ensure equal treatment at the request of the temporarily assigned employee or, if he finds out otherwise, even without a request; a temporarily assigned employee shall have the right to seek redress from the employment agency.

(6) The employment agency may not temporarily assign the same employee to perform work for the same user for a period of more than 12 consecutive calendar months. This restriction does not apply where it is requested from the employment agency by its employee, or if the work is performed for a period of substitution for the user's female employee who takes maternity or parental leave, or for the user's male employee who takes parental leave.

(7) If measures are to be taken between the user and the employment agency employee to increase the protection of the user's property, these measures must not be less advantageous for the employment agency employee than those under Sections 252 to 256.

(8) The scope of agency employment may be limited only in a collective agreement concluded with the user.

Section 309a

The user is obliged to inform in good time the employment agency, which has temporarily assigned an employee to perform work with the user, that it will send this employee to perform work within transnational provision of services[91)] to the territory of another Member State of the European Union; the information must include at least the following:

(a) the place of employment of the posted employee in another Member State of the European Union;

(b) the work tasks to be performed by the temporarily assigned employee;

(c) the date of commencement of the posted employee's work;

(d) the expected period of posting; and

(e) whether the posted employee substitutes another employee whose posting period is attributed to him in accordance with Section 319a(3).

TITLE VI

NON-COMPETITION CLAUSE

Section 310

(1) Where in a non-competition clause the employee undertakes, after the termination of the employment relationship for a certain period not exceeding one year, to refrain from the 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 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 complicate the employer's activity.

(3) If a contractual penalty has been agreed in the non-competition clause which the employee is obliged to pay to the employer, if he breaches the obligation, the employee's obligation under the competition clause shall expire upon the payment of the contractual penalty. The amount of the contractual penalty shall be proportionate to the nature and importance of the conditions referred to in subsection (1).

(4) The employer may withdraw from the competition clause only for the duration of the employee's employment relationship.

(5) An employee may terminate a non-competition clause if the employer has not paid him the monetary compensation or part thereof within 15 days of its maturity; the competition clause expires on the first day of the calendar month following the delivery of the notice of termination.

(6) The competition clause must be concluded in writing; this applies by analogy to withdrawal from the competition clause and its termination.

Section 311

Section 310 may not be applied to pedagogical staff of schools and school facilities established by the Ministry of Education, Youth and Sports, the region, municipalities and the voluntary association of municipalities, whose activities consist in tasks in the field of education, and to pedagogical workers in social services facilities[89)].

TITLE VII

PERSONAL FILE, EMPLOYMENT STATEMENT AND EMPLOYMENT REFERENCE

Section 312

(1) The employer is entitled to keep a personal file of the employee. The personal file may only contain documents that are necessary with regard to the employee's performance of work in a basic labour-law 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 his own personal file, make excerpts therefrom and copies of the documents kept there at the employer's cost.

Section 313

(1) Upon the termination of an employment relationship or a legal relationship established by an agreement to perform work or agreement to complete a job, if the agreement to complete a job established participation in sickness insurance pursuant to another legal regulation[114)] or if the remuneration from this agreement has been subject to judicial or non-judicial execution by deductions from wages[116)] the employer is obliged to issue an employment certificate to the employee and state it in it:

(a) the data on employment, whether it was an employment relationship, an agreement to complete a job or an agreement to perform work, and their duration;

(b) the type of work performed;

(c) the qualification achieved;

(d) the time worked and other facts decisive for achieving the maximum permissible exposure time;

(e) whether deductions are made from the employee's salary, the body that ordered the deductions, in whose favour, the amount of the receivable for which the deductions are to be further made, the amount of deductions made so far and the order of the receivable;

(f) the data on the computable period of employment in work category 1 and 2 for the period before 1 January 1993 for the purposes of pension insurance.

(2) Data on the amount of average earnings, whether the employment relationship, the agreement to complete a job or the agreement to perform work was terminated by the employer due to breach of obligations arising from legal regulations relating to work performed by the employee in a particularly gross manner or due to breach of other obligations of the employee under Section 301a in a particularly gross manner, and on other facts decisive for the assessment of entitlement to unemployment benefits90) shall be provided by the employer in a separate certificate at the request of the employee.

Section 314

(1) If an employee requests the employer to issue a report on work activities (work report), the employer is obliged to issue this report to the employee within 15 days; however, the employer is not obliged to issue it to him earlier than two months before the end of his employment. A work report comprises all documents concerning the evaluation of an employee's work, his qualifications, abilities and other facts that are related to the performance of work.

(2) The employer is entitled to provide information about the employee other than that which may be the content of the work report (subsection (1), second sentence) only with his consent, unless otherwise provided by a special legal regulation.

Section 315

If the employee does not agree with the content of the work certificate or work report,

he may, within 3 months from the day he learned of their content, apply to the court to order the employer to adjust it accordingly.

TITLE VIII

PROTECTION OF THE EMPLOYER'S PROPERTY INTERESTS AND PROTECTION OF THE EMPLOYEE'S PERSONAL RIGHTS

Section 316

(1) Employees may not use the employer's means of production and work, including computer technology or its telecommunications equipment, for their personal use without the consent of the employer. The employer is entitled to adequately control compliance with the prohibition under the first sentence.

(2) The employer may not, without a serious reason based on the special nature of the employer's activities, infringe on the employee's privacy at the employer's workplaces and common areas by subjecting the employee to open or covert surveillance, eavesdropping and recording of his telephone calls, e-mails or letters addressed to the employee.

(3) If the employer has a serious reason based on the special nature of the employer's activities which justifies the introduction of control mechanisms under subsection (2), the employer is obliged to directly inform the employee about the scope of control and methods of its implementation.

(4) The employer may not request from the employee information that is not directly related to the performance of work and the basic labour-law relationship specified in Section 3. It may especially not require information on:

(a) pregnancy;

(b) family and property relations;

(c) sexual orientation;

(d) origin;

(e) membership in a trade union organisation;

(f) membership in political parties or movements;

(g) affiliation to a church or religious society;

(h) criminal record;

with the exception of paragraphs (c), (d), (e), (f) and (g), this shall not apply if there is a factual reason for doing so, consisting in the nature of the work to be performed, and if this requirement is reasonable, or where this law or a special legal regulation so provides. The employer may also not obtain this information through third parties.

TITLE IX

SPECIFIC NATURE OF WORK OF CERTAIN EMPLOYEES, EXCLUSION OF LABOUR-LAW RELATIONSHIPS AND POSTING AN EMPLOYEE IN THE TERRITORY OF ANOTHER MEMBER STATE OF THE EUROPEAN UNION

Section 317

The labour-law relationships of an employee who does not work at the employer's workplace but performs the agreed work for him in accordance with the agreed conditions during working hours which he schedules himself are governed by this Act however:

(a) he is not subject to working hours schedule, idle time or interruption of work caused by adverse weather conditions;

(b) in the event of other significant personal obstacles to work, he shall not be entitled to compensatory wage or salary, unless otherwise provided by implementing legislation (Section 199(2)) or in the case of compensatory wage or salary pursuant to Section 192; for the purpose of providing compensatory wage or salary in accordance with Section 192 the schedule of working hours into shifts, which the employer is obliged to determine for this purpose, apply to this employee;

(c) he is not entitled to wage or salary or compensatory time off for overtime work or compensatory time off or compensatory wage or bonus for work on a public holiday.

Section 317a
Shared job

(1) An employer may enter into agreements with two or more employees with reduced working hours and the same type of work, according to which employees themselves schedule working hours in shifts at a shared job by mutual agreement so that each of them on the basis of a common working hours schedule fills the average weekly working time at the latest in the four-week balancing period. The sum of the weekly working hours of the employees in one shared job may not exceed the length of the scheduled weekly working hours; however, this shall not apply in the case of substitution of an employee under subsection (4).

(2) Agreements pursuant to subsection (1) must be concluded in writing with each employee and must contain more detailed conditions for the organization of working hours.

(3) Employees are obliged to submit to the employer a joint written working hours schedule at the shared job at least 1 week before the beginning of the period for which the working hours are scheduled. If the employees do not submit a joint working hours schedule, the employer shall determine the working hours schedule into shifts without undue delay. Employees are obliged to inform the employer in writing of any changes to the schedule at least two days in advance unless they agree with the employer on another time.

(4) The employer may require the employee to substitute an absent employee at the same shared job only if the employee has given his consent in the agreement pursuant to subsection (1) or for a specific case.

(5) The obligation under the agreement pursuant to subsection (1) may be terminated

by a written agreement between the employer and the employee as of the agreed date. This obligation may also be terminated in writing by the employer or employee for any reason, or without giving any reason, with a 15-day period of notice beginning on the date on which the notice was delivered to the other party.

(6) If the obligation under the agreement pursuant to subsection (1) of at least one employee terminates, the working regime of the shared job shall apply to the other employees in the same shared job until the end of the current balancing period.

Section 318

The basic labour-law relationship provided in Section 3 may not be between spouses or partners[51a)].

Section 319

(1) If an employee of an employer from another Member State of the European Union is sent to perform work within the transnational provision of services in the territory of the Czech Republic, the legislation of the Czech Republic shall apply to him as regards:

(a) maximum working hours and minimum rest periods;

(b) the minimum length of annual leave per calendar year or a proportional part thereof;

(c) the minimum wage, the relevant minimum level of the guaranteed wage, wage components set out in Sections 114 to 118 or salary components set out in Sections 123 to 130 and Sections 132, 133 and 135;

(d) occupational safety and health;

(e) working conditions of pregnant female employees and lactating female employees and female employees up to the end of the ninth month after childbirth and adolescent employees;

(f) equal treatment of female and male employees and non-discrimination;

(g) working conditions in agency employment;

(h) conditions of accommodation, if provided by the employer to the employee;

(i) reimbursement of travel expenses in connection with the performance of work, provided that the usual place of work in the territory of the Czech Republic is considered a regular workplace.

The first sentence shall not apply if the rights under the legislation of the Member State of the European Union from which the employee was posted to work within the transnational provision of services are more advantageous to him. Advantage is assessed for each right arising from the labour-law relationship separately.

(2) The provisions of subsection (1)(b) and (c) shall not apply if the period of posting of the employee to perform work within the transnational provision of services in the Czech Republic does not exceed a total period of 30 days in a calendar year. This does not apply if the employee is posted to perform work within the transnational provision of services by an

employment agency.

(3) The payment of wage or salary up to the amount pursuant to subsection (1)(c) to an employee of an employer from another Member State of the European Union posted to perform work within the transnational provision of services in the Czech Republic is guaranteed by a person to whom, on the basis of a contract, the employer established in another Member State of the European Union sent the employee to perform tasks arising from this contract, if:

(a) the remuneration for work up to the amount referred to in subsection (1)(c) has not been paid by the employer established in another Member State of the European Union to an employee posted to perform work within the transnational provision of services in the territory of the Czech Republic;

(b) the employer referred to in paragraph (a) has been fined for an offence under Section 13(1)(b) or Section 26(1)(b) of Act No 251/2005, on labour inspection, as amended;

(c) that person knew or should have known exercising reasonable care of the failure to provide remuneration.

If the actual length of work is not proven, the employee who was sent to the territory of the Czech Republic to perform work within the transnational provision of services is presumed to have performed the work for 3 months.

(4) Subsection (1) and subsection (2) of the first sentence shall by analogy to a foreign national who holds an intra-corporate transferee card115) and a foreign national referred to in Section 98(s) of the Employment Act. Section 43a(6) shall apply to the remuneration of foreign nationals provided in the first sentence by analogy.

Section 319a

(1) If the posting of an employee in accordance with Section 319(1) exceeds a period of 12 months, it shall be subject, in addition to the conditions set out in Section 319(1) first sentence, also to other regulation of performance of work in an employment relationship in accordance with this Act, with the exception of regulation concerning the establishment, change and termination of employment. Section 319(1) second sentence and third sentence apply by analogy.

(2) The period referred to in subsection (1) shall be extended to 18 months if the employer referred to in Section 319(1) which applies Section 87(2) of the Employment Act notifies before the expiry of the period referred to in subsection (1) that the posting of the employee will exceed that period and at the same time states the reasons for exceeding it.

(3) If the employer posts an employee referred to in Section 319(1) to substitute another employee, all periods of posting of these employees, provided that they have performed or are performing the same duties in the same place, shall be added together for the purposes of assessing the period referred to in subsection (1) or subsection (2). The performance of the same task at the same place is assessed with regard to the nature of the work performed, the nature of the service provided and the place of its performance.

TITLE X

AUTHORIZATION OF TRADE UNION ORGANISATIONS, EMPLOYERS' ORGANIZATIONS, SUPPORT FOR MUTUAL NEGOTIATIONS OF TRADE UNION ORGANISATIONS AND EMPLOYERS' ORGANIZATIONS AND INSPECTION IN LABOUR-LAW RELATIONSHIPS

Section 320

(1) Draft laws and drafts of other legal regulations concerning important interests of workers, especially economic, production, labour, wage, cultural and social conditions, shall be discussed with the relevant trade union organisations and the relevant employers' organizations.

(2) The central administrative authorities that issue implementing labour-law regulations shall do so after discussing them with the relevant trade union organization and with the relevant employers' organization.

(3) Competent State authorities shall discuss with trade union organisations issues relating to the working and living conditions of employees and provide trade union organisations with the necessary information.

(4) Trade union organisations acting in labour-law relationships on behalf of employees of the State[6)], publicly co-funded organizations[15),92)], state-owned funds[14)] and territorial self-governing units[40)] have the right in particular to:

(a) act and issue opinions on proposals concerning the conditions of employment of employees and the number of employees;

(b) make proposals, act and give opinions on proposals concerning the improvement of working conditions and remuneration.

Section 320a

Based on an agreement in the Council of the Economic and Social Agreement, the State pays the contribution to trade union organisations and employers' organizations for:

(a) the promotion of mutual negotiations at the national or regional level, which concern the important interests of workers, in particular economic, production, labour, wage and social conditions;

(b) measures to prevent the risk of injury to employees as a result of an industrial injury or an occupational disease.

Section 321

Trade union organisations ensure compliance with this Act, the Employment Act, legal regulations on occupational safety and health and other labour-law legislation.

Section 322

(1) Trade union organisations may inspect the state of occupational health and safety in individual employers. The employer shall enable the trade union organisation to take inspection

actions and for this purpose

a) it ensures a possibility of the verification of how the employer fulfils is obligations in the care of occupational health and safety and whether he continuously creates the conditions for safe work free of health risks,

b) it ensures a possibility of regularly verify the workplace and equipment of employers for employees and inspect the employers' management of personal protection equipment,

c) it ensures a possibility of the verification whether the employer duly investigates work-related injuries,

d) it ensures a possibility of participating in detecting the causes of work-related injuries and work-related diseases, or, clarifying them, if appropriate,

e) it makes it possible to take part in dealings regarding the occupational health and safety questions.

(2) The costs incurred in the exercise of inspection of occupational safety and health, including the costs of training to improve the qualifications of union labour safety inspectors authorized to exercise this inspection, shall be borne by the State on the basis of an agreement with the trade union organisation.

Section 323

The performance of control in labour-law relationships is regulated by special legal regulations[36)].

Section 324

Trade union organisations and employers’ organizations are considered to be publicly beneficial legal persons.

TITLE XII

DEATH OF AN EMPLOYEE

Section 325

repealed

Section 326

repealed

Section 327

repealed

Section 328

(1) An employee's monetary rights do not cease to exist upon his death. Wage and salary rights from the labour-law relationship specified in Section 3 second sentence of up to three times his average monthly earnings pass successively to his husband, children and parents, if they lived with him in the same household at the time of death; in the absence of these persons they become the subject of inheritance.

(2) The monetary rights of the employer cease to exist upon the death of the employee, with the exception of rights which have been finally decided or which were recognized in writing by the employee before his death, both in terms of reasons and amount, and rights to compensation for intentional damage.

TITLE XIII

EXTINCTION OF RIGHT, REPAYMENT OF UNDUE PAYMENTS AND EXPIRATION OF PERIOD

Section 329

repealed

Section 330

A right, because it was not exercised within the set time limit, only becomes extinct in the cases specified in Section 39(5), Section 57, Sections 58, 59, 72, Section 315 and Section 339a(1).

Section 331

The employer may demand the return of unduly paid amounts only if the employee knew or must have assumed given the circumstances that the amounts were incorrectly determined or erroneously paid, within 3 years from the date of their payment.

Section 332

If there is an obstacle due to which the time limit set by this Act does not run, it does not affect its original duration. If, after the obstacle has ceased, less than 5 days remain before the expiry of the time limit, that period shall not end earlier than 10 days from the date on which it resumed.

Section 333

The period begins on the first day and ends on the last day of the specified or agreed period; this also applies if the expiration of the period is required for the creation or extinction of a right.

TITLE XIV

DELIVERY

Section 334

General provisions on delivery by the employer

(1) Documents concerning the creation, changes and termination of employment or agreements on work performed outside the employment relationship, removal from the position of a managerial employee, important documents concerning remuneration, which are the wage statement (Section 113(4)) and salary statement (Section 136) and a record of a breach of regime of an insured person with temporary incapacity for work (hereinafter the "document") must be delivered to the employee in person.

(2) The document is delivered by the employer to the employee to his own hands at the workplace; if this is not possible, the employer may deliver it to the employee:

(a) wherever the employee can be found;

(b) through a postal service provider;

(c) through an electronic communications network or service; or

(d) through a data box.

(3) If the employer does not deliver the document through the electronic communications network or service or through a postal service provider, the document shall be deemed to have been delivered also if the employee refuses to receive the document.

(4) If the document is delivered through a postal service provider, the employer shall select such a postal service that the concluded postal contract[94)] includes the obligation to deliver the consignment containing the document under the conditions laid down by this Act.

Section 335

Delivery by the employer through an electronic communications network or service

(1) The employer may deliver a document via an electronic communications network or service only if the employee has given his written consent to this method of delivery and has provided the employer with an electronic address for delivery.

(2) A document delivered through an electronic communications network or service must be signed with a recognized electronic signature[95)].

(3) A document delivered through an electronic communications network or service is delivered on the day when the employee confirms the receipt to the employer by a data message signed by his recognized electronic signature[95)].

(4) Delivery of a document through an electronic communications network or service is ineffective if the document sent to the employee's electronic address is returned to the employer as undeliverable or if the employee has not confirmed its receipt to the employer by a data message signed by his recognized electronic signature within 3 days[95)].

Section 335a

Delivery by the employer through a data box

The employer may deliver the document via a data box only if the employee has given his written consent to this method of delivery. If the employee does not log in to the data box within a time limit of ten days from the date of delivery of the document to the data box, the document is considered delivered on the last day of this time limit.

Section 336

Delivery by the employer through a postal service provider

(1) A document delivered by the employer through the postal service provider shall be sent by the employer to the last address of the employee, which the employee communicated to the employer in writing. The document may also be delivered to the person designated by the employee to accept the document on the basis of a written power of attorney with the employee's officially verified signature[96)].

(2) Delivery of an employer's document delivered via a postal service operator must be evidenced by a written record of delivery.

(3) If the employee to whom the document is to be delivered through the postal service provider has not been found, the document shall be deposited in the postal service provider's premises or at the municipal office. The employee will be asked to collect the document within 15 days by a written notice of unsuccessful delivery of the document; at the same time he will be told where, from what day and at what time he can pick up the document. The notice referred to in the second sentence must also inform the employee of the consequences of refusing to accept the document or of failing to provide the assistance necessary for the service of the document.

(4) The obligation of the employer to deliver the document is fulfilled as soon as the employee receives the document. If the employee does not collect the document (subsection 3) within 15 days, it shall be deemed to have been received on the last day of that time limit; the undelivered document will be returned to the sending employer. If the employee thwarts the delivery of the document through the postal service provider by refusing to accept the consignment containing the document or by not providing the cooperation necessary for the delivery of the document, the document shall be deemed to have been delivered on the day on which the delivery of the document was thwarted. The employee must be informed by the courier about the consequences of refusing to receive the document.

Section 337

Delivery of a document addressed to the employer by the employee

(1) An employee usually delivers a document addressed to the employer by personal delivery at the employer's registered office. At the request of the employee, the employer is obliged to confirm the delivery of the document according to the first sentence in writing.

(2) If the employer agrees, the employee may deliver the document for the employer via the electronic communications network or service to the electronic address notified to the employee for this purpose by the employer; the document addressed to the employer must be signed by a recognized electronic signature of the employee[95)].

(3) Delivery of a document addressed to the employer is fulfilled as soon as it is taken over by the employer. If the employer refuses to take over the document, does not cooperate or otherwise thwarts the delivery of the document at the place of residence or place of business of the employer, the document is considered delivered on the day when such a fact occurred.

(4) A document addressed to the employer delivered via an electronic communications network or service is delivered on the day when the employer confirms its takeover to the employee by a data message signed by its recognized electronic signature or sealed by its recognized electronic seal[95)].

(5) Delivery of a document addressed to the employer via an electronic communications network or service is ineffective if the document sent to the employer's electronic address is returned to the employee as undeliverable or if the employer has not confirmed its takeover to the employee within three days of sending by a data message signed by its recognised electronic signature or sealed by its recognized electronic seal[95)].

(6) If the employer agrees, the employee may deliver the document addressed to the employer via a data box. A document delivered via a data box is delivered on the day the document is delivered to the data box. Subsections (4) and (5) shall not apply.

TITLE XV

PASSAGE OF RIGHTS AND OBLIGATIONS FROM LABOUR-LAW RELATIONSHIPS AND EXTINCTION OF RIGHTS AND OBLIGATIONS FROM LABOUR-LAW RELATIONSHIPS AND PASSAGE OF EXERCISE OF RIGHTS AND OBLIGATIONS FROM LABOUR-LAW RELATIONSHIPS

Chapter 1

Transfer of rights and obligations from labour-law relationships and extinction of rights and obligations from labour-law relationships, if the employer is a natural person

Section 338

(1) The passage of rights and obligations from labour-law relationships may occur only in cases stipulated by this or another law.

(2) If there is a transfer of the employer's activity or a part thereof (hereinafter the "employer's activity"), the rights and obligations arising from the labour-law relationships shall be transferred in full to the acquiring employer; the rights and obligations under the collective agreement pass to the acquiring employer for the period of validity of the collective agreement, but no later than until the end of the following calendar year.

(3) With the exception of a transfer of the employer's activities pursuant to another

law[117)], the rights and obligations from labour-law relationships pass to the acquiring employer upon the transfer of the employer's activities only if:

(a) the activity is carried out after the transfer in the same or similar manner and scope;

(b) the activity does not consist wholly or predominantly in the supply of goods;

(c) immediately before the transfer, there is a group of employees which was intentionally created by the employer for the purpose of exclusive or predominant performance of activity;

(d) the activity is not intended to be short-term or consist in a one-off task; and

(e) a transfer is being made of property, or of the right to use or enjoy it, if such property is essential for the performance of the activity given its nature, or a substantial part of employees used by the current employer in the performance of the activity is taken over if this activity depends substantially only on employees, not on property.

(4) Irrespective of the legal reason for the transfer and whether there is a transfer of ownership rights, the legal or natural person who is qualified as an employer to continue to perform the activities of the current employer or activities of a similar kind is considered to be the accepting employer.

(5) The rights and obligations of the current employer towards employees whose labour-law relationships ceased to exist before the effective date of the passage of rights and obligations arising from labour-law relationships shall remain unaffected, unless otherwise provided by another law[21a)].

Section 339

(1) Before the effective date of the passage of rights and obligations from labour-law relationships to another employer, the current employer and the accepting employer are obliged to inform the trade union organisation and the employees' council of this fact in good time, but no later than 30 days before the transfer of rights and obligations to another employer, and consult with them with a view to reaching an agreement:

(a) the set or proposed date of the transfer;

(b) the reasons for the transfer;

(c) the legal, economic and social consequences of the transfer for employees;

(d) planned measures in relation to employees;

(2) If the employer does not have an active trade union organisation or an employees' council, the current and receiving employers are obliged to inform the employees directly affected by the transfer of the facts referred to in subsection (1) no later than 30 days before the passage of rights and obligations to another employer.

Section 339a

(1) If an employee was given a notice of termination within a time limit of two months from the effective date of the passage of rights and obligations from labour-law relationships or the effective date of the passage of the exercise of rights and obligations from labour-law relationships, or if the employee's employment relationship was terminated by agreement within the same time limit, the employee may seek in court a determination that the termination of the employment relationship was due to a significant deterioration of working conditions in connection with the passage of rights and obligations from labour-law relationships or the passage of the exercise of rights and obligations from labour-law relationships.

(2) If the employment relationship is terminated for the reasons stated in subsection (1), the employee is entitled to severance pay (Section 67(1)).

Section 340

Section 338 and 339 also apply to cases where the transfer of the employer's activity or part of the employer to another employer has been decided by a superior body (Section 347(2)).

Section 341

(1) Upon termination of the employer by de-merger, the successor shall assume the rights and obligations arising from labour-law relationships from the current employer. Section 338(2), the part of the sentence after the semicolon, applies by analogy.

(2) If the employer is dissolved, the body which dissolves the employer shall determine which employer is obliged to satisfy the claims of the employees of the dissolved employer, or to assert its claims. If dissolution of an employer also includes its liquidation, a special legal regulation97) shall apply.

(3) If, in accordance with Section 338, a transfer is made of an employer whose management functions in the performance of tasks are exercised by a superior body (Section 347(2)) on the expiry of a period or attainment of the purpose for which it was established, that body shall determine to which employer its rights and obligations from labour-law relationships shall pass.

Section 342

(1) The death of a natural person who is an employer terminates the basic labour-law relationship (Section 48(4)); this does not apply in the case of continuing a licensed trade. If the entitled person does not intend to continue the licensed trade in accordance with Section 13(1)(b), (c) and (e) of the Licensed Trades Act or the continuation of the provision of health services in accordance with the Health Services Act, the basic labour-law relationship terminates if no action is taken within a time limit of three months from the date of death of the employer.

(2) The regional branch of the Labour Office with competence according to the place of activity of the employer pursuant to subsection (1) shall issue a certificate of employment at the request of the employee whose employment relationship or agreement to perform work terminated, on the basis of documents submitted by this employee.

Chapter 2

Passage of the exercise of rights and obligations from labour-law relationships

Section 343

(1) If a special legal regulation provides that a State organizational unit[7)] terminates by merger, either by acquisition or by the formation of a new person, with another State organizational unit, the exercise of rights and obligations from labour-law relationships passes in full to the receiving State organizational unit.

(2) If a special legal regulation provides that a State organizational unit terminates by de-merger, the exercise of rights and obligations from labour-law relationships shall pass to the newly created State organizational units. A special legal regulation provides which of the newly created State organizational units take over from the existing State organizational unit the exercise of rights and obligations arising from labour-law relationships which ceased to exist by the date of its de-merger.

(3) If a special legal regulation provides that a State organizational unit is established for a fixed period, this regulation shall also provide to which State organizational unit the exercise of rights and obligations from labour-law relationships passes upon the termination of the State organizational unit by the expiry of this period. If a State organizational unit established by a decision of the founder for a fixed period terminates by the expiry of the period, the exercise of rights and obligations from labour-law relationships passes to the founder unless the founder decides that these rights and obligations will be exercised by another State organizational unit established by it.

Section 344

(1) If a special legal regulation provides that a part of a State organizational unit[7)] is transferred to another State organizational unit, the exercise of rights and obligations from labour-law relationships concerning this part of the State organizational unit passes to the receiving State organizational unit. If, according to the founder's decision, a part of a State organizational unit is transferred to another State organizational unit in connection with the change of the formation deed, the exercise of rights and obligations from labour-law relationships concerning this part of the State organizational unit passes to the receiving State organizational unit. Section 338(2), the part of the sentence after the semicolon, applies by analogy.

(2) The rights and obligations arising from those labour-law relationships towards the employees of the part of the State organizational unit transferred pursuant to subsection (1) which terminated by the date of the transfer shall be exercised by the existing State organizational unit.

Section 345

(1) If a special legal regulation provides that a State organizational unit[7)] is terminated, this regulation shall also provide the State organizational unit to which the exercise of rights and obligations from labour-law relationships of employees of the terminated State organizational unit passes and which State organizational unit[7)] satisfies the claims of the employees of the terminated State organizational unit[7)] or asserts claims against such

employees.

(2) If, according to the decision of the founder, a State organizational unit is terminated[7)], the exercise of rights and obligations arising from labour-law relationships passes from the terminated State organizational unit[7)] to the founder, unless the founder has decided that these rights and obligations will be exercised by another State organizational unit[7)] established by it.

Section 345a

Sections 339 and 339a apply by analogy.

TITLE XVI

SPECIAL REGULATION OF THE EMPLOYMENT RELATIONSHIP OF EMPLOYEES WITH A REGULAR WORKPLACE ABROAD

Section 346

The Government may, in a Decree, provide for a derogating regulation of an employment relationship of employees with a regular workplace abroad, including the rights of employers and the obligations of employees with regard to:

(a) the possibility of repeated extension of a fixed-term employment relationship abroad, including the possibility of arranging the duration of the fixed-term employment relationship also for the period of posting abroad;

(b) the conditions:
1. of different working hours schedule abroad, including as regards non-working days (Section 91);
2. of restriction of the employee’s movement for security reasons within the employer’s registered office abroad.

TITLE XVII

CERTAIN PROVISIONS ON OBLIGATIONS AND INTERPRETATION OF CERTAIN TERMS

Section 346a

repealed

Section 346b

(1) The employer may not impose or require financial penalties on the employee for breach of the obligation arising from the basic labour-law relationship; this does not apply to damage for which the employee is liable.

(2) The employer may not transfer the risk from the performance of dependent work to

the employee.

(3) The employer may not require a financial guarantee from the employee in connection with the performance of dependent work.

(4) The employer may not punish or disadvantage the employee in any way because he is lawfully claiming his rights arising from labour-law relationships.

Section 346c

The employee may not release the employer from the obligation to provide him with wage, salary, remuneration from an agreement and their compensation, severance pay, remuneration for on-call duty and reimbursement of expenses due to the employee in connection with the performance of work.

Section 346d

(1) It is not possible to establish a security interest on a debt from a basic labour-law relationship which is to be incurred towards the employer in the future. It is not possible to establish a security interest on a thing of which the employee acquires ownership in the future.

(2) Neither the employer nor the employee may retain a movable thing of the other party to secure a debt arising from the basic labour-law relationship.

(3) Neither the employee nor the employer may be obliged to enter into a contract with a third party if its content is to include the rights and obligations of the employee or employer.

(4) It is not possible to assign to another a receivable from a basic labour-law relationship that the employee has towards the employer or the employer towards the employee. It is not possible to assign an employment contract or an agreement on work performed outside the employment relationship.

(5) A debt that the employee has towards the employer or the employer towards the employee may not be assumed by another person.

(6) Employees may not undertake to fulfil their obligations jointly and severally.

(7) A contractual penalty may be agreed only if this Act so provides.

Section 346e

If the parties derogate from the regulation in Sections 346b to 346d, it shall be disregarded.

Section 347

(1) The risk of occupational disease means such changes in the state of health which arose during the performance of work due to the adverse effect of the conditions under which occupational diseases arise[98)], but they do not reach such a degree of damage to the state of health that can be considered an occupational disease, and further work under the same

conditions would lead to an occupational disease. A medical report on the risk of occupational disease is issued by the health service provider competent to issue a medical report on an occupational disease[99)]. The Government may determine by a Decree which changes to the state of health constitute a risk of occupational diseases and the conditions under which they are recognized.

(2) For the purposes of this Act, a superior body shall mean a body which, in accordance with special legal regulations, is entitled to exercise managing powers over the employer in the performance of its tasks.

(3) For the purposes of Section 215(4)(c) employees who are exposed to the adverse effects of ionizing radiation at work are considered to be category A radiation workers pursuant to the Atomic Act.

(4) For the purposes of this Act, quarantine also means isolation99b) and emergency measures in the event of an epidemic and the risk of its occurrence in accordance with the Public Health Protection Act and amending certain related laws as regards the prohibition or restriction of contact between groups of natural persons suspected of being infected with other natural persons and the prohibition or regulation of other specific activities to eradicate the epidemic or the risk of its occurrence99c), if such prohibitions, restrictions or regulations prevent employees from performing their work.

(5) For the purposes of this Act, a household means a community of natural persons who live together permanently and jointly cover the costs of their needs.

Section 348

(1) The performance of work means the period:

(a) when the employee does not work due to obstacles to work, with the exception of non-working time provided at the employee's request, if compensatory work has been agreed in advance, and the period during which the work was interrupted due to adverse weather conditions;

(b) holidays;

(c) when the employee takes compensatory time off for overtime or holiday work;

(d) when the employee does not work because there is a holiday for which he is entitled to compensatory wage, or for which his wage or salary is not reduced.

(2) Subsection (1) and Section 216(2) and (3) shall not apply for the purposes of the right to wage or salary and remuneration from an agreement or to the reimbursement of expenses in connection with the performance of work.

(3) The determination of unexcused missed work is made by the employer after consultation with the trade union organisation.

Section 349

(1) Legal and other regulations to ensure occupational safety and health are regulations for the protection of life and health, hygienic and anti-epidemic regulations, technical regulations, technical documents and technical standards, building regulations, traffic regulations, fire protection regulations and regulations on the treatment of flammable substances, explosives, weapons, radioactive substances, chemicals and chemical mixtures and other substances harmful to health, in so far as they deal with matters relating to the protection of life and health.

(2) Instructions for ensuring occupational safety and health are specific instructions given to employees by superior managerial employees.

(3) Designating an employee to a post for the purposes of Section 113(2) and Section 122(2) means, in relation to the employer, the conclusion of an employment contract or appointment.

Section 350

(1) Single means unmarried, widowed or divorced women, single, widowed or divorced men and women and men who are single for other serious reasons, if they do not live with a spouse or partner[51a)].

(2) Adolescent employees are employees under the age of 18.

Section 350a

For the purposes of this Act, a week means seven consecutive calendar days.

Section 350b

For the purposes of this Act, another Member State of the European Union shall mean a State which is a party to the Agreement on the European Economic Area.

TITLE XVIII

AVERAGE EARNINGS

Chapter 1

General provisions

Section 351

If the basic labour-law relationships referred to in Section 3 are to use average earnings, they must be determined only in accordance with this Title.

Section 352

The average earnings of an employee means the average gross earnings, unless otherwise provided by labour-law regulations.

Section 353

(1) The average earnings shall be determined by the employer from the gross wage or salary accounted for the employee for payment in the decisive period and from the time worked in the relevant period.

(2) The time worked means the period for which the employee is entitled to a wage or salary.

(3) If the wage or salary for overtime work is accounted (Section 114(2) and Section 127(2)) in a decisive period other than that in which the work was performed, the hours worked in accordance with subsection (2) shall also include the hours of overtime work for which the wage or salary is provided.

Chapter 2

Decisive period

Section 354

(1) Unless otherwise provided in this Act, the decisive period is the previous calendar quarter.

(2) The average earnings shall be determined on the first day of the calendar month following the decisive period.

(3) When starting a job during the previous calendar quarter, the decisive period is the time from the beginning of the job to the end of the calendar quarter.

(4) When applying a working time account (Sections 86 and 87) the decisive period is the previous 12 consecutive calendar months before the start of the balancing period (Section 86(3)).

Chapter 3

Probable earnings

Section 355

(1) If the employee has not worked at least 21 days in the decisive period, the probable earnings shall be used.

(2) The employer shall determine the probable earnings from the gross wage or salary which the employee has achieved since the beginning of the decisive period, or from the gross wage or salary which he would probably have achieved; in doing so, account shall be taken, in particular, of the usual amount of the individual components of the employee’s wage or salary or of the wage or salary of employees performing the same work or work of equal value.

Chapter 4

Forms of average earnings

Section 356

(1) Average earnings are determined as average hourly earnings.

(2) If the average gross monthly earnings are to be applied, the average hourly earnings are converted to one month according to the average number of working hours per one month in the average year; the average year for this purpose is 365.25 days. The employee's average hourly earnings are multiplied by the employee's weekly working hours and by a factor of 4,348, which expresses the average number of weeks per month in an average year.

(3) If the average monthly net earnings are to be applied, these earnings shall be determined from the average monthly gross earnings by deducting the social security premium and the contribution to the state employment policy[100)], general health insurance premiums[101)] and advances on personal income tax from dependent activity[102)], calculated according to the conditions and rates applicable to employees in the month in which the average monthly net earnings are determined.

Chapter 5

Common provisions on average earnings

Section 357

(1) If the average earnings of an employee are lower than the minimum wage (Section 111) or the relevant minimum level of guaranteed wages (Section 112) to which employees would become entitled in the calendar month in which the need to claim average earnings arose, the average earnings would increase to the amount corresponding to that minimum wage or the relevant lowest level of guaranteed wage; this also applies to the application of probable earnings (Section 355).

(2) For an employee whose employment contract has been changed due to a risk of an occupational disease or to achieve the maximum permissible exposure and whose occupational disease was detected only after this change, the calculation of compensation for loss of earnings shall be based on the average earnings determined last before the change of the employment contract, if it is more advantageous for the employees.

Section 358

If, in the decisive period, an employee is accounted for payment a wage or salary or part thereof which is provided for a period longer than a calendar quarter, the proportional part of the calendar quarter shall be determined for the purpose of determining average earnings; the remaining part(s) of this wage or salary shall be included in the gross wage or salary when the average earnings in the next period(s) are determined. The number of additional periods is determined by the total time for which the wage or salary is provided. For the purposes of determining average earnings, the gross wage or salary shall include in the decisive period the proportion of the wage or salary according to the first sentence corresponding to the time worked.

Section 359

Where, according to the law, the average earnings of pupils or students or natural persons with disabilities are used in connection with compensation for damage[103)] who are not employed and whose training for the profession (activities) is carried out according to special legal regulations, the amount of average earnings in accordance with Section 357 is used.

Section 360

repealed

Section 361

The determination of the average earnings of an employee working on the basis of agreements on work performed outside the employment relationship is governed by this Act. If the one-off payment of the remuneration from an agreement is agreed only after the completion of the entire work task, the decisive period (Section 354(1)) is the entire period of duration of the agreed work task.

Section 362

(1) For the purposes of determining average earnings, wage or salary is considered to include remuneration from an agreement, remuneration or other income provided to an employee for work in his employment performed in an employment relationship other than the labour-law relationship specified in Section 3 second sentence, unless otherwise provided by a special law.

(2) If an employee performs work for the same employer in more than one basic labour-law relationship specified in Section 3 or in several labour-law relationships, the wage, salary or remuneration in each basic labour-law relationship referred to in Section 3 or employment relationship, is assessed separately.

TITLE XIX

PROVISIONS ESTABLISHING EUROPEAN UNION REGULATIONS

Section 363

Provisions transposing European Union legislation are Section 16(2) and (3), Section 30(2), Section 37(1) to (4), Section 39(2) to (6), Section 40(3), Section 41(1) in the first part of the provision and paragraphs (c), (d), (f) and (g), Section 47 consisting of the words “if a female employee commences work after the end of maternity leave or a male employee commences work after the end of parental leave within the period during which a female employee is entitled to take maternity leave, the employer is obliged to assign them to their original work and workplace”, Section 51a, Section 53 (1) consisting of the words “It is prohibited to give notice to an employee” and paragraph (d), Section 54(b) consisting of the words “this does not apply to a pregnant female employee, a female employee on maternity leave or a male employee on parental leave until the end of the period for which a woman is entitled to take maternity leave”, Section 54(c) consisting of the words “unless it concerns a female employee on

maternity leave or a male employee on parental leave until the end of the period for which a woman is entitled to take maternity leave", Section 54(d) consisting of the words "a pregnant female employee, a female employee on maternity leave, or a female or male employee on parental leave", Section 62 to 64, Section 78(1)(a) to (f), (j), (k) and (m) consisting of the words "the average weekly working hours for a period of no more than 26 consecutive weeks may not exceed the scheduled weekly working hours", the words "no more than 26 consecutive weeks" and the sentence "Only a collective agreement may extend this period to a maximum of 52 consecutive weeks.", Section 79(1), Section 79a, 81, Section 85(4) consisting of the words "the average weekly working hours must be completed in the balancing period determined by the employer, but no later than in the period specified in Section 78(1)(m)", Section 86(3) and (4), Section 88 (1) and (2), Section 90, 90a, Section 92(1), (3) and (4), Section 93(2) second sentence and subsection (4), Section 94, Section 96 (1)(a) subparagraphs 1 and 2 and subsections (2), Section 97(2) consisting in the words "In cases provided in Section 203(2)(a)", Section 101, 102, 103, 104, Section 105(1) consisting in the words "The employer on whose premises an industrial injury has occurred shall investigate the causes and circumstances of the injury", subsection (3)(a), subsections (4) and (7), Section 106(1) to (3) and subsection (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 of the words "The employer shall excuse the absence of his employee from work during a period of giving treatment to a child whose age is below 10 years or another natural person as laid down in Section 39 of the Sickness Insurance Act and for a period of nursing a child younger than 10 years for reasons laid down in Section 39 of the Sickness Insurance Act or because a natural person who otherwise nurses 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", Sections 191a, 195, 196, Section 197(3) first sentence consisting of the words "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" and of the words "is entitled to parental leave" and second and third sentences, Section 198(1) to (4), as regards parental leave, Section 199(1), Section 203(2)(a)), Section 212(1) and (4), Section 213(1) and (2), Section 215(1) consisting of the words "and, if he has worked under these conditions for reduced weekly working hours, shall be entitled to supplementary annual leave corresponding to the reduced weekly working hours.", Section 215(2) and (7), Section 217(4), as regards parental leave, Section 218(1), Section 222(2), Section 229(1) consisting of the words "practical training 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 247, 265, 267 to 271e, 271g to 271j, Section 273(2) consisting of the words "member of the European Works Council, a member of the negotiating committee", Section 276(1) first sentence and (2) to (6) and (8), Section 277 consisting of the words "The employer is obliged to create, at its expense, the conditions for the proper performance of the activities of the employees' representatives", Section 278(1) to (3) and (4) second sentence and third sentence, Section 279(1)(a), (b), (e) to (h) and subsection (3), Section 280(1)(a) to (f), Section 281(5), Section 288 to 299, Section 308(1) in the initial part of the provision and paragraph (b), Section 309(4) and (5), Section 309a, Section 316(4) consisting of the words "The employer may not request from the employee information" and paragraphs (a), (c), (d), (e), (g) and (h) and also of the words "this shall not apply if there is a factual reason for doing so, consisting in the nature of the work to be performed, and if this requirement is reasonable", Sections 319, 319a, Section 338(2) to (4), Section 339(1) in the initial part of the provision, Section 339(2), Sections 339a, 340, 345a, Section 346b(4), Section349(1), Section 350(2) and Section 350b.

PART FOURTEEN

TRANSITIONAL AND FINAL PROVISIONS

TITLE I

TRANSITIONAL PROVISION

Section 364

(1) This Act also governs labour-law relationships established before 1 January 2007, unless otherwise provided in this Act.

(2) Existing legal regulations govern juridical acts concerning the establishment, change and termination of employment relationship, an agreement to perform work or an agreement to complete a job, as well as other juridical acts performed before 1 January 2007, even if their legal effects do not occur until after that day.

(3) Employment relationships established pursuant to existing legal regulations by election or appointment shall be deemed to be employment relationships established by an employment contract; this does not apply in the case of an employment relationship of:

(a) the head of a State organizational unit[7)];

(b) the managing public officer and the head of office[104)];

(c) the head of the organizational component of a State organizational unit[7)];

(d) the director of the state enterprise[13)];

(e) the head of an organizational component of a State-owned enterprise[13)];

(f) the head of a State-owned fund if it is headed by an individual body[14)];

(g) the head of a publicly co-funded organization[15)];

(h) the head of an organizational component of a publicly co-funded organization[15)];

(i) the director of a school legal person[16)]; and

(j) when the appointment is regulated by a special legal regulation.

(4) Claims from an industrial injury which occurred before 1 January 1993 or from an occupational disease diagnosed before 1 January 1993 for compensation for damage which were finally decided or an agreement was concluded or if the compensation of damage was provided the satisfaction of which is not covered by the employer’s statutory liability insurance for damage in the event of an industrial injury or an occupational disease pursuant to Act No 65/1965, the Labour Code, as amended, or compulsory contractual insurance pursuant to special legal regulations, shall be governed by existing legal regulations, unless otherwise provided in this Act.

(5) Claims from an industrial injury which occurred before 1 January 1993, or from an occupational disease diagnosed before 1 January 1993, for compensation for damage which were finally decided or for which an agreement was concluded or if compensation for damage was provided for which the obligation to satisfy this claim passed to the State before the effective date of the legislation on accident insurance for employees, shall be governed by the existing legal regulations.

(6) Claims from an industrial injury which occurred before 1 January 1993, or from an occupational disease diagnosed before 1 January 1993, for compensation for damage which has been finally decided or concluded or for which an agreement has been concluded or if compensation for damage was provided, the satisfaction of which is not covered by the employer's statutory liability insurance for damage in the event of an industrial injury or an occupational disease pursuant to Act No 65/1965, the Labour Code, as amended by Act No 231/1992, or mandatory contractual insurance in accordance with special legal regulations, must, in the case of termination of the employer, be satisfied by the employer determined by the body that terminated the employer. If the liquidation was carried out as part of the termination of the employer, the first body carrying out the liquidation, or the State, has this obligation according to the first sentence.

Chapter 1

Liability insurance and special provisions on the obligation to provide compensation for damage and non-pecuniary damage

Section 365

(1) From the effective date of this Act until the effective date of another legal regulation of employer's liability insurance in the event of an industrial injury or an occupational disease, the statutory employer's liability insurance for damage in the event of an industrial accident or an occupational disease shall be governed by Section 205d of Act No 65/1965, the Labour Code, as amended by Act No 231/1992, Act No 74/1994 and Act No 220/2000, Decree No 125/1993 , which lays down the conditions and rates of statutory employer's liability insurance for damage in the event of an industrial injury or an occupational disease, as amended by Decree No 43/1995, Decree No 98/1996, Decree No 74/2000, Decree No 487/2001 and Act No 365/2011, and Act No 182/2014.

(2) The costs of administrative overheads of insurance companies in the statutory employer's liability insurance for damage in the event of an industrial injury or an occupational disease shall amount to 4% of the total volume of received premiums paid to the employer in a given calendar year.

Section 366 - 390
repealed

Section 391

(1) Pupils of a secondary school, conservatory and language school with accreditation for State language examination or students of a higher vocational school shall be liable to the

legal person carrying out the activities of the school or school facility or to the legal or natural person at whose workplaces practical training takes place for damage caused by them in theoretical or practical lessons or in direct connection therewith. If the damage occurred during education outside the school facility or in direct connection with it, the pupils or students are liable for the damage to the legal person performing the activities of this school facility. University students are liable to the higher education institution for the damage they have caused it during their studies or practical training in the study program carried out by the higher education institution or in direct connection with them. If the damage occurred during or in direct connection with another legal person or natural person during the study or practical training, the students are liable to the legal or natural person with whom the study or practical training took place.

(2) Liability for damage incurred by children in kindergartens, primary school pupils and primary art school pupils during teaching or in direct connection therewith lies with the legal person performing the activities of the given school; in education outside teaching in a school facility or in direct connection with it, the legal person performing the activity of the given school facility is liable for the damage.

(3) The relevant legal person performing the school's activities is liable to pupils of secondary schools, conservatories and language schools with accreditation for State language examination and students of higher vocational schools for damage caused by breach of legal obligations or injury during theoretical and practical teaching at school or in direct connection therewith. If the damage occurred during the practical training on the premises of a legal or natural person or in direct connection therewith, the legal or natural person with whom the practical training took place is liable for the damage. If the damage occurred during education outside the school facility or in direct connection therewith, the legal person performing the activity of the school facility is liable for the damage. If the activity of a school or school facility is performed by a State organizational unit or its part, this State organizational unit is liable for the damage on behalf of the State.

(4) The relevant higher education institution shall be liable to its students for damage caused to them by a breach of legal obligations or an accident during study or practical training in a study program carried out by the higher education institution or in direct connection therewith. If the damage occurred during the study or practical training or in direct connection therewith with another legal person or natural person, the legal or natural person with whom the study or practical training took place shall be liable.

(5) The relevant legal person performing the activities of a school facility shall be liable to a natural person with ordered institutional education or imposed protective education and natural persons in preventive educational care for damage caused to them by breach of legal obligations or injury in carrying out this activity or in direct connection therewith.

Section 392

(1) In the case of natural persons performing public functions and the officials of a trade union organisations, the liability for the damage incurred in the performance of the function or in direct connection therewith lies with the person for whom they were performing activities; natural persons and officials are liable for the damage to the person for whom they performed activities.

(2) In the case of persons with disabilities who are not in an employment relationship and whose preparation for a future profession is carried out in accordance with special regulations, the liability for damage caused by an industrial injury or an occupational disease lies with the person where such training for a future profession takes place.

Section 393

(1) Members of units of voluntary fire brigades of the municipality and mining rescue brigades who suffer an injury while operating in these brigades shall have the right to compensation for damage caused by an industrial injury. In these cases, the person with whom the brigade is established is liable.

(2) The right to compensation for damage due to an industrial injury also lies with natural persons who, at the request of administrative authorities or territorial self-governing unit or commander of an intervention and according to his instructions, or with his knowledge, personally assist in the intervention against an emergency or in the elimination of its consequences and suffer an injury in these activities. The administrative authority or municipality is liable to them for the damage caused by this injury unless a special legal regulation provides otherwise.

(3) Natural persons who voluntarily assist in the performance of important tasks in the interest of society, such as natural persons who temporarily assist in improving municipalities and suffer injuries during these activities, have the right to compensation for damage caused by an industrial injury. The person they worked for at the time of the accident is responsible for the damage caused by this accident.

(4) The right to compensation for damage due to an industrial injury also lies with members of cooperatives who suffer an injury in the performance of their duties or in an agreed activity for the cooperative, Red Cross paramedics, blood donors during blood donation, members of the Mountain Service, as well as natural persons who, at its request and according to its instructions, personally assist in the rescue operation in the field, natural persons who voluntarily perform social security care and natural persons who have been entrusted by the employer to perform a certain function or activity if they have suffered an accident while performing the tasks related to the performance of that function or activity. The person for whom they were active at the time of this injury is liable for the damage caused by this injury.

Chapter 2

Application of the provisions on the compensatory wage or salary or remuneration from an agreement to perform work in the event of temporary incapacity for work (quarantine) and certain other provisions

Section 393a

(1) Section 57, Section 66(1), second sentence and Sections 192 to 194 shall apply for the first time from the effective date of Act No 187/2006, on sickness insurance.

(2) If a temporary incapacity for work occurred or if quarantine was ordered before the effective date of Act No 187/2006, on sickness insurance, there is no entitlement to compensatory wage or salary or remuneration from an agreement to perform work in accordance with Sections 192 to 194 during this temporary incapacity for work or quarantine.

Chapter 3

Application of implementing legal regulations

Section 394

Until the issuance of implementing regulations to implement Section 104(6), Section 105(7), Section 137(3), Section 189(6), Section 238(2) and Section 246(2) and (4), the following shall apply:

(a) Government Decree No 495/2001 laying down the scope and detailed conditions for the provision of personal protective equipment, washing, cleaning and disinfecting agents;

(b) Government Decree No 447/2000, on the method of regulating the amount of funds spent on salaries and remuneration for on-call duty of employees remunerated in accordance with the Salary Act and remuneration for on-call duty in budgetary and certain other organizations and bodies,

(c) Government Decree No 494/2001, which stipulates the method of registration, reporting and sending of the injury record, the model of the injury record and the list of bodies and institutions to which the industrial injury is reported and the injury record sent,

(d) Government Decree No 469/2002, which lays down the catalogue of jobs and qualification requirements and which amends the Government Decree on the salary conditions of employees in public services and administration, as amended,

(e) Government Decree No 289/2002, which stipulates the scope and method of providing data to the Salary Information System, as amended by Government Decree No 514/2004;

(f) Government Decree No 62/1994, on the provision of reimbursement of certain expenses to employees of budgetary and publicly co-funded organizations with a regular workplace abroad, as amended;

(g) Decree No 288/2003, which lays down jobs and workplaces which are prohibited for pregnant women, breastfeeding women, mothers until the end of the ninth month after childbirth and adolescents, and the conditions under which minors may exceptionally perform such work as part of vocational training.

TITLE II

FINAL PROVISIONS

Section 395

The following is repealed:

1. Act No 65/1965, the Labour Code;

2. Act No 153/1969 amending and supplementing the Labour Code;

3. Act No 72/1982 amending Section 105 of the Labour Code;

4. Act No 111/1984, on the extension of the basic length of annual leave and supplementing Section 5 of the Labour Code;

5. Act No 22/1985 amending and supplementing Sections 92 and 105 of the Labour Code

6. Act No 52/1987 amending and supplementing certain provisions of the Labour Code;

7. Act No 231/1992 amending and supplementing the Labour Code and the Employment Act;

8. Act No 74/1994 amending and supplementing the Labour Code No 65/1965, as amended, and certain other laws;

9. Act No 220/1995 amending Act No 74/1994 amending and supplementing the Labour Code No 65/1965, as amended, and certain other laws;

10. Act No 1/1992, on wages and remuneration for on-call duty and on average earnings;

11. Act No 119/1992, on travel allowances;

12. Act No 44/1994, amending and supplementing Act No 119/1992 on travel allowances;

13. Act No 125/1998, amending and supplementing Act No 119/1992, on travel allowances, as amended by Act No 44/1994;

14. Act No 36/2000 amending Act No 119/1992, on travel allowances, as amended;

15. Act No 475/2001, on working hours and rest periods of employees with unevenly distributed working hours in transport;

16. Government Decree No 108/1994, which implements Labour Code and some other laws;

17. Government Decree No 461/2000 amending Government Decree No 108/1994, which implements the Labour Code and some other laws;

18. Government Decree No 342/2004 amending Government Decree No 108/1994, which implements the Labour Code and some other laws, as amended by Government Decree No 461/2000;

19. Government Decree No 516/2004 amending Government Decree No 108/1994, which implements the Labour Code and certain other laws, as amended;

20. Government Decree No 252/1992, on the conditions for the provision and the amount of the special bonus for carrying out activities in conditions which are difficult and harmful to health;

21. Government Decree No 77/1994 amending Government Decree of the Government of the Czech Republic No 252/1992, on the conditions for the provision and the amount of the special

bonus for carrying out activities in conditions which are difficult and harmful to health;

22. Government Decree No 333/1993, on the determination of minimum wage tariffs and wage benefits for work in working environment which is difficult and harmful to health and for night work;

23. Government Decree No 308/1995 amending Government Decree No 333/1993, on the determination of minimum wage tariffs and wage benefits for work in working environment which is difficult and harmful to health and for night work;

24. Government Decree No 356/1997 amending Government Decree No 333/1993, on the determination of minimum wage tariffs and wage benefits for work in working environment which is difficult and harmful to health and for night work, as amended by Government Decree No 308/1995;

25. Government Decree No 318/1998 amending Government Decree No 333/1993, on the determination of minimum wage tariffs and wage benefits for work in working environment which is difficult and harmful to health and for night work, as amended;

26. Government Decree No 132/1999 amending Government Decree No 333/1993, on the determination of minimum wage tariffs and wage benefits for work in working environment which is difficult and harmful to health and for night work, as amended;

27. Government Decree No 312/1999 amending Government Decree No 333/1993, on the determination of minimum wage tariffs and wage benefits for work in working environment which is difficult and harmful to health and for night work, as amended;

28. Government Decree No 163/2000 amending Government Decree No 333/1993, on the determination of minimum wage tariffs and wage benefits for work in working environment which is difficult and harmful to health and for night work, as amended;

29. Government Decree No 430/2000 amending Government Decree No 333/1993, on the determination of minimum wage tariffs and wage benefits for work in working environment which is difficult and harmful to health and for night work, as amended;

30. Government Decree No 437/2001 amending Government Decree No 333/1993, on the determination of minimum wage tariffs and wage benefits for work in working environment which is difficult and harmful to health and for night work, as amended;

31. Government Decree No 560/2002 amending Government Decree No 333/1993, on the determination of minimum wage tariffs and wage benefits for work in working environment which is difficult and harmful to health and for night work, as amended;

32. Government Decree No 464/2003 amending Government Decree No 333/1993, on the determination of minimum wage tariffs and wage benefits for work in working environment which is difficult and harmful to health and for night work, as amended;

33. Government Decree No 700/2004 amending Government Decree No 333/1993, on the determination of minimum wage tariffs and wage benefits for work in working environment which is difficult and harmful to health and for night work, as amended;

34. Government Decree No 303/1995, on the minimum wage;

35. 320/1997 amending Government Decree No 303/1995, on the minimum wage;

36. Government Decree No 317/1998 amending Government Decree No 303/1995, on the minimum wage, as amended by Government Decree No 320/1997

37. Government Decree No 131/1999 amending Government Decree No 303/1995, on the minimum wage, as amended;

38. Government Decree No 313/1999 amending Government Decree No 303/1995, on the minimum wage, as amended;

39. Government Decree No 162/2000 amending Government Decree No 303/1995, on the minimum wage, as amended;

40. Government Decree No 429/2000 amending Government Decree No 303/1995, on the minimum wage, as amended;

41. Government Decree No 436/2001 amending Government Decree No 303/1995, on the minimum wage, as amended;

42. Government Decree No 559/2002 amending Government Decree No 303/1995, on the minimum wage, as amended;

43. Government Decree No 463/2003 amending Government Decree No 303/1995, on the minimum wage, as amended;

44. Government Decree No 699/2004 amending Government Decree No 303/1995, on the minimum wage, as amended;

45. Government Decree No 330/2003, on the salary conditions of employees in public services and administration;

46. Government Decree No 637/2004 amending Government Decree No 330/2003, on the salary conditions of employees in public services and administration;

47. Article I of Government Decree No 213/2005 amending Government Decree No 330/2003, on the salary conditions of employees in public services and administration, as amended by Government Decree No 637/2004, and Government Decree No 469/2002, which lays down the catalogue of jobs and qualification requirements and amending the Government Decree on the salary conditions of employees in public services and administration, as amended,

48. Government Decree No 307/2005 amending Government Decree No 330/2003, on the salary conditions of employees in public services and administration, as amended;

49. Government Decree No 537/2005 amending Government Decree No 330/2003, on the salary conditions of employees in public services and administration, as amended;

50. Decree No 140/1968, on work allowances and economic security for students in employment;

51. Decree No 197/1994 amending Decree of the Ministry of Education No 140/1968, on work allowances and economic security for students in employment, as amended by Act No 188/1988;

52. Decree No 172/1973, on the release of workers from employment to hold office in the Revolutionary Trade Union Movement;

53. Decree No 75/1967, on supplementary annual leave for workers who perform harmful or particularly difficult work and on compensation for loss of earnings after the end of incapacity for work in certain occupational diseases;

54. Decree No 45/1987 on the principles for reducing working hours without reducing wages for health reasons to workers under the age of 21 in underground mines;

55. Decree No 95/1987, on supplementary annual leave for workers working with chemical carcinogens;

56. Decree No 96/1987, on the principles for reducing working hours without reducing wages for health reasons to workers who work with chemical carcinogens;

57. Decree No 108/1989, amending Decree No 96/1987, on the principles for reducing working hours without reducing wages for health reasons to workers who work with chemical carcinogens;

58. Decree No 104/1993 laying down a period with a lower need for state-owned forestry organizations;

59. Decree No 275/1993 laying down a period with a lower workload for military forest organizations and farms,

60. Decree No 18/1991, on other acts in general interest;

61. Decree No 367/1999, laying down a period of lower workload for operators and carriers on national and regional railways.

Section 396
Effect

(1) This Act shall enter into effect on 1 January 2007.

(2) The validity of Section 238(1) expires on the effective date of the termination of the International Labour Organization's Underground Work (Women) Convention No 45 of 1935 (No 441/1990).

Zaorálek signed

Paroubek, signed

Annex
Salary class characteristics

Salary class 1

Work consisting of unambiguous repetitive work operations. Work with individual items, simple aids and hand tools without links to other processes and activities. Execution of individual handling operations with individual pieces and objects of small weight (up to 5 kg). Common demands on sensory functions. Work in favourable external conditions.

Salary class 2

Work of the same type carried out according to a precise assignment and with precisely defined outputs, with little possibility of deviation and with general connections to other processes. Work with several elements (items) forming a whole, for example handling of items requiring special treatment (fragile, heavy, flammable, with the risk of infection). Execution of partial works that are part of wider processes.

Long-term and one-sided strain on small muscle groups (fingers, wrists) and in a forced work rhythm and in slightly worsened (for example, climatic) external conditions. Work with the risk of occupational injury.

Salary class 3

Work with precisely defined inputs and outputs and a generally defined procedure with general connections to other processes. Work with units and assemblies with logical (special-purpose) arrangement without links to other units (assemblies). Possible responsibility for endangering the health and safety of co-workers within one team.

Salary class 4

Homogeneous work with a general assignment and with precisely defined outputs, with a greater possibility of choosing another procedure and with general connections to other processes (hereinafter the "simple professional work"). Work with units and assemblies of several individual elements (items) with a logical (special-purpose) arrangement with partial links to other units (assemblies). Work involving simple working relationships. Long-term and one-sided strain on larger muscle groups. Slightly increased psychological demands associated with a separate solution of a group of homogeneous time-stable work operations according to given procedures.

Salary class 5

Simple professional work performed with many interrelated elements that are part of a certain system. Directing simple routine and handling works and processes in changing groups, teams and other volatile organizational units and without subordination of the group of employees associated with liability for damage that cannot be removed on their own and in a short time.

Increased psychological demands resulting from the independent solution of tasks, where specific phenomena and processes of a more diverse nature are mostly represented, with demands for longer-term memory, partial imagination and predictability, comparability, attention and operability. Precise sensory differentiation of small details. Long-term, one-sided and excessive strain on muscle groups with objects of various weights over 25 kg.

Salary class 6

Diverse, generally defined work with assignment according to the usual procedures, with specified outputs, procedures and links to other processes (hereinafter “professional work”). Work with comprehensive systems composed of many elements with partial links to a small group of other systems. Coordination of work in variable groups.

Increased psychological demands resulting from the independent solution of tasks with various specific phenomena and processes and with demands on imagination and predictability, ability to compare, attention and operability. Considerable sensory complexity. Significant strain on large muscle groups in very difficult working conditions.

Salary class 7

Professional work performed with comprehensive separate systems with possible division into sub-subsystems and links to other systems. Guiding and coordination of simple professional work. Liability for the health of other persons or for damage remediable only by a group of other employees or for damage of persons acting on the basis of erroneous orders or measures remediable over a longer period.

Psychological effort resulting from the independent solution of tasks, where concrete and abstract phenomena and processes of various nature are evenly represented. Demands for application skills and adaptability to different conditions, for logical thinking and a certain degree of imagination. High demands on the identification of very small details, signs or other visually important information and increased demands on the vestibular apparatus. Excessive strain on large muscle groups in extreme working conditions.

Salary class 8

Providing a wider set of professional work with general inputs and methods of implementation and defined outputs, which are an organic part of broader processes (hereinafter "professional specialized work"). Work within complex systems with internal division into integrated subsystems with close links to other systems and with internal division also outside the organization.

Salary class 9

Professional specialized work in which the subject is a complex independent system composed of several other coherent units or the most complex separate units. Coordination and direction of professional work.

Increased psychological effort resulting from the independent solution of a system of tasks, where abstract phenomena and processes are more represented, with demands for cognition, understanding and interpretation of phenomena and processes. High demands on

memory, flexibility, ability of analysis, synthesis and general comparison. High demands on the vestibular apparatus. Extraordinary strain on the nervous system.

Salary class 10

Providing for a complex of activities with generally defined inputs, outlined outputs, considerable variability of solutions and procedures and specific links to a wide range of processes (hereinafter “system work”). The subject of the work is a complex system composed of separate and diverse systems with fundamental determining internal and external links. Coordination and direction of specialized professional work.

Salary class 11

System work concerning sub-fields of activities with a wide scope.

The performance of work is associated with considerable psychological effort resulting from the great complexity of cognitive processes and a higher degree of abstract thinking, imagination, generalization and the need to make decisions according to various criteria.

Salary class 12

Complex of system activities with variant general inputs, generally defined outputs and unspecified methods and procedures with broad links to other processes (hereinafter "system specialized work"), which concern activities consisting of systems with extensive external and internal links.

Salary class 13

System specialized work, which concern a set of fields or a field with an extensive internal structure and external links. Comprehensive coordination and direction of system work.

High psychological effort resulting from high demands on creative thinking. Discovering new procedures and ways and finding solutions in a non-traditional way. Transfer and application of methods from other industries and areas. Decision-making within highly combinable, rather abstract and diverse phenomena and processes from different industries and disciplines.

Salary class 14

Activities with unspecified inputs, solutions and very broadly defined outputs with very broad links to other processes, creative development and conceptual activities and system coordination (hereinafter “creative system work”). They concern a set of fields or a field with an extensive internal division and with numerous links to other fields and with the scope and impact on broad groups of the population or a summary of otherwise demanding fields. Coordination and direction of system specialized work.

Salary class 15

Creative system work, where the subject is a branch as a set of interrelated fields or the most demanding fields of fundamental importance.

Very high psychological effort resulting from high demands on creative thinking in a highly abstract level with considerable variability and combinability of processes and phenomena and on the ability of unconventional systemic vision in the broadest context.

Salary class 16

Activities with unspecified inputs, solutions and outputs with possible links to the whole spectrum of other activities, which concern individual scientific fields and disciplines and other broadest and most demanding systems.

Selected provisions of amendments

Article II of Act No 362/2007

Transitional provisions

1. Act No 262/2006, as amended and as amended by this Act, shall also govern labour-law relationships established before the effective date of this Act; however, juridical acts performed before the effective date of this Act shall be governed by existing legal regulations, even if their effects will occur only after the effective date of this Act.

2. The right to severance pay of an employee who has been dismissed for the reasons set out in Section 52(d) of the Labour Code, as effective until the effective date of this Act, or with which an agreement on termination of employment relationship was concluded for the same reasons before the effective date of this Act, shall be governed by existing laws, contracts and internal regulations pursuant to Section 305 of the Labour Code, as effective until the effective date of this Act.

3. The obligation of an employee who has been dismissed or with whom an agreement on termination of employment relationship has been concluded before the effective date of this Act to return severance pay, if after the end of the employment relationship he will perform work with the current employer in a labour-law relationship specified in Section 3 second sentence of the Labour Code, as effective until the effective date of this Act, shall be governed by existing legal regulations, contracts and internal regulations pursuant to Section 305 of the Labour Code, as effective until the effective date of this Act.

Article II of Act No 294/2008

Transitional provision

Other agreed overtime work in health care in accordance with Article I of point 1 may be performed only in the period from the effective date of this Act until 31 December 2013.

Article VI of Act No 326/2009

Transitional provision

If the period of the first 3 days of temporary incapacity for work for which no wage or salary compensation is to be paid (Section 192(1) part of the second sentence after the semicolon of the Labour Code) has not expired by 30 June 2009, the right to compensatory

wage or salary in the case of temporary incapacity for work in shall be asserted in accordance with Section 192(1) part of the second sentence after the semicolon of the Labour Code, as amended from 1 July 2009.

Article VI of Act No 347/2010

repealed

Article II of Act No 185/2011

Transitional provisions

Access to transnational information in accordance with Sections 288 to 299 of Act No 262/2006, as effective until the effective date of this Act, shall apply to employers and groups of employers operating in the territory of a Member State with its registered office in the Czech Republic and to their organizational units located in the territory of the Czech Republic where:

(a) between 5 June 2009 and 5 June 2011, arrangements have been concluded or amended in accordance with Sections 288 to 295 of Act No 262/2006, as effective until the effective date of this Act,

(b) the arrangements referred to in paragraph (a) have been amended, supplemented or extended during their period of validity;

until the termination of these agreements. However, Section 298a of Act No 262/2006 as effective from the effective date of this Act, also applies here.

Article VI of Act No 364/2011

Transitional provision

If temporary incapacity for work arose or quarantine was ordered before 1 January 2014 and continues in 2014:

(a) there is entitlement to the compensatory wage or salary or remuneration from an agreement to perform work pursuant to Sections 192 or 194 of Act No 262/2006, as amended on 31 December 2013, and

(b) the length of the period or the period of 21 calendar days referred to in Section 66(1) second sentence and Section 192(1) third and fourth sentences, (5) and (6), first sentence of Act No 262/2006, as amended on 31 December 2013, remains unchanged.

Article II of Act No 365/2011

Transitional provisions

1. Act No 262/2006, as amended from the effective date of this Act shall also govern labour-law relationships established before the effective date of this Act; however, juridical acts performed before the effective date of this Act shall be governed by existing legal regulations, even if their effects will occur only after the effective date of this Act.

2. Termination of a collective agreement concluded before the effective date of this Act shall be governed by existing legal regulations.

3. The period of obstacles to work in accordance with Section 35(2) of Act No 262/2006, as effective until the effective date of this Act, for which the employee does not perform work during the probationary period and by which the probationary period is extended, shall be governed by existing legal regulations.

4. It is possible to follow a written agreement concluded pursuant to Section 39(4) of Act No 262/2006, as effective until the effective date of this Act, or an internal regulation issued for the implementation of Section 39(4) of Act No 262/2006, as effective until the effective date this Act, for a maximum period of 6 months from the effective date of this Act.

5. The reason for termination given in Section 52(h) of Act No 262/2006, as amended by this Act, may not be used if the regime of an insured person with temporary incapacity for work was breached before the effective date of this Act.

6. The severance pay to which an employee became entitled and such an employee was given notice pursuant to Section 52(a) to (c) of Act No 262/2006, as effective until the effective date of this Act, or with whom an agreement on termination of employment relationship was concluded for the same reasons, as well as severance pay to which an employee has become entitled where such an employee immediately cancelled the employment pursuant to Section 56 of Act No 262/2006, as effective until the effective date of this Act, shall be governed by existing legal regulations.

7. The law of the court in accordance with Section 69(2) of Act No 262/2006, as amended with effect from the effective date of this Act, may be applied only to cases of invalid termination of employment relationship on the basis of a juridical act which was made no earlier than on the effective date of this Act.

8. Section 209(2) of Act No 262/2006, as amended with effect from the effective date of this Act, may be applied only to cases of partial unemployment which occurred no earlier than on the effective date of this Act.

9. Cases of partial unemployment which occurred before the effective date of this Act, which had to be decided in administrative proceedings pursuant to Section 209(3) of Act No 262/2006, as effective until the effective date of this Act, on which no final decision has been made or when the proceedings were suspended, shall be governed by existing legal regulations.

10. Section 330 of Act No 262/2006, as effective from the effective date of this Act, shall apply to cases of extinction of right from the effective date of this Act.

11. Section 333 of Act No 262/2006, as amended with effect from the effective date of this Act, shall apply to periods which began to run from the effective date of this Act.

12. The passage of rights and obligations from labour-law relationships and the passage of the exercise of rights and obligations from labour-law relationships, which took effect before the effective date of this Act, shall be governed by existing legal regulations.

Article LXXX of Act No 303/2013

Transitional provisions

1. Act No 262/2006, as amended from the effective date of this Act shall also govern labour-law relationships established before the effective date of this Act; however, juridical acts performed before the effective date of this Act shall be governed by existing legal regulations, even if their effects will occur only on the effective date of this Act.

2. The invalidity of juridical acts that were performed before the effective date of this Act shall be assessed in accordance with Act No 262/2006, as effective until the effective date of this Act.

3. Sections 19 and 20 of Act No 262/2006, as effective from the effective date of this Act, shall apply to labour-law relationships which were created on or after the effective date of this Act.

4. Legislation referred to in Section 28 of Act No 262/2006, as effective from the effective date of this Act, relate to collective agreements which were concluded on or after the effective date of this Act.

5. Immediate cancellation of an employment relationship by the legal representative of a minor employee in accordance with Section 56a of Act No 262/2006, as effective from the effective date of this Act, may be applied to the employment relationship of a minor employee established by an employment contract which was concluded on or after the effective date of this Act.

6. Immediate cancellation of an agreement to complete a job or agreement to perform work by a legal representative of a minor in accordance with Section 77(4) and (5) of Act No 262/2006, as effective from the effective date of this Act, may be applied to an agreement to complete a job or agreement to perform work of a minor employee which was concluded on or after the effective date of this Act.

Article XI of Act No 101/2014

Transitional provision

Termination of an employment relationship of a foreign national or stateless person who has been issued a long-term residence permit for the purpose of employment in special cases in accordance with Section 42g of Act No 326/1999, as effective before the effective date of this Act, unless otherwise terminated, shall be governed by Section 48(3)(c) of Act No 262/2006, as effective before the effective date of this Act.

Article LVI of Act No 250/2014

Transitional provision

An employee who, on the day preceding the effective date of this Act, was remunerated with a contractual salary shall, as of the effective date of this Act, be determined a salary scale and personal bonus, or, where applicable, a management bonus, a special bonus and a bonus

for work in difficult work environment so that the total corresponds to the current amount of the agreed contractual salary; however, if this amount of the personal bonus or, where applicable, the management bonus, the special bonus and the bonus for work in a difficult work environment exceeds their maximum permissible amount pursuant to Act No 262/2006, these salary components shall be reduced to their maximum amount. The salary scale must correspond to the classification into the salary grade and salary class in accordance with Act No 262/2006.

Article II of Act No 181/2018

Transitional provision

Compensation for loss of earnings after the end of incapacity for work to which an employee became entitled in accordance with Section 271b(3) of Act No 262/2006, as amended before the effective date of this Act, or pursuant to Section 371(3) of Act No 262/2006, is due in the amount in accordance with Section 271b(3) of Act No 262/2006, as effective from the effective date of this Act.

Article II of Act No 32/2019

Transitional provisions

1. Compensatory wage or salary during temporary incapacity for work, which arose before the effective date of this Act and lasts during its effect, shall be governed by the existing legal regulations.

2. Compensation for loss of earnings during the period of temporary incapacity for work, which arose before the effective date of this Act and lasts during its effect, shall be governed by the existing legal regulations.

Article II of Act No 285/2020

Transitional provisions

1. Notice of termination given in accordance with Section 51a of Act No 262/2006, as effective before the effective date of this Act, shall be governed by Act No 262/2006, as effective before the effective date of this Act.

2. The right to annual leave which arose before 1 January 2021 and the taking of such annual leave, even if taken after 31 December 2020, shall be governed by Sections 211 to 223 of Act No 262/2006, as effective before 1 January 2021.

3. Compensation for loss of earnings after the end of incapacity for work to which an employee became entitled in accordance with Section 271b(3) of Act No 262/2006, as effective before the effective date of this Act, or in accordance with Section 371(3) of Act No 262/2006, as effective before the effective date of Act No. 205/2015, shall be due in the amount determined in accordance with Section 271b(3) of Act No 262/2006, as effective from the effective date of this Act.

4. The right to one-off compensation for non-pecuniary harm in the event of particularly

serious damage to the health of an employee pursuant to Section 271f of Act No 262/2006, as effective from the effective date of this Act, shall apply if this harm occurred on or after the effective date of this Act.

5. Section 309a, Section 319(1)(c), (h) and (i) and Section 319a of Act No 262/2006, as effective from the effective date of this Act, shall apply to employees of an employer from another Member State of the European Union posted to work as a driver in road transport within the transnational provision of services in the Czech Republic from the effective date of the Act which incorporates an EU regulation in accordance with Article 3(3) of Directive (EU) 2018/957 of the European Parliament and of the Council of 28 June 2018 amending Directive 96/71/EC concerning the posting of workers in the framework of the provision of services.

6. For the purposes of assessing the posting period in accordance with Section 319a(1) of Act No 262/2006 the posting of an employee to perform work within the transnational provision of services in the territory of the Czech Republic, which began before 30 July 2020, shall be deemed to be a posting which commenced on 30 July 2020.

7. The passage of rights and obligations from labour-law relationships which took effect before the effective date of this Act shall be governed by Act No 262/2006, as effective before the effective date of this Act.

---

(1) Council Directive of 14 October 1991 on an employer’s obligation to inform employees of the conditions applicable to the contract or employment relationship (91/533/EEC).

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 UNICE, CEEP and the ETUC.

Council Directive 97/81/EC of 15 December 1997 concerning the 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.

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.

Art. 13 of 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.

Directive 2003/88/EC of the European Parliament and of the Council of 4 November 2003 concerning certain aspects of the organization of working time.

Council Directive 94/33/EC of 22 June 1994 on the protection of young people at work.

Council Directive of 25 June 1991 supplementing the measures to encourage improvements in the safety and health at work of fixed-duration workers and workers with a temporary or temporary employment relationship (91/383/EEC).

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 89/391/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) (89/656/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 (10th 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 the 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 organization of the working time of persons performing mobile road transport activities.

Council Directive 2005/47/EC of 18 July 2005 on the agreement between the Community of European Railways (CER) and the European Transport Workers' Federation (ETF) on certain aspects of the working conditions of mobile workers providing interoperable cross-border rail services.

Art. 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 (Recast).

Directive 2014/67/EU of the European Parliament and of the Council of 15 May 2014 on the enforcement of Directive 96/71/EC concerning the posting of workers in the framework of the provision of services and amending Regulation (EU) No 1024/2012 on administrative cooperation through the Internal Market Information System ('the IMI Regulation')

Directive 2008/104/EC of the European Parliament and of the Council of 19 November 2008 on agency work.

Directive 2014/66/EU of the European Parliament and of the Council of 15 May 2014 on the conditions of entry and residence of third-country nationals in the framework of an intra-corporate transfer.

Council Directive 2000/79/EC of 27 November 2000 concerning the European Agreement on the Organisation of Working Time of Mobile Workers in Civil Aviation concluded by the Association of European Airlines (AEA), the European Transport Workers' Federation (ETF), the European Cockpit Association (ECA), the European Regions Airline Association (ERA) and the International Air Carrier Association (IACA).

Council Directive 2014/112/EU of 19 December 2014 implementing the European Agreement concerning certain aspects of the organisation of working time in inland waterway transport, concluded by the European Barge Union (EBU), the European Skippers Organisation (ESO) and the European Transport Workers' Federation (ETF).

Council Directive 1999/63/EC of 21 June 1999 concerning the Agreement on the organisation of working time of seafarers concluded by the European Community Shipowners' Association (ECSA) and the Federation of Transport Workers' Unions in the European Union (FST).

Council Directive 98/24/EC of 7 April 1998 on the protection of the health and safety of workers from the risks related to chemical agents at work (14th individual Directive within the meaning of Article 16(1) of Directive 89/391/EEC).

Directive 2009/148/EC of the European Parliament and of the Council of 30 November 2009 on the protection of workers from the risks related to exposure to asbestos at work.

Council Directive 2009/13/EC of 16 February 2009 implementing the Agreement concluded by the European Community Shipowners' Associations (ECSA) and the European Transport Workers' Federation (ETF) on the Maritime Labour Convention, 2006, and amending Directive 1999/63/EC.

Directive (EU) 2015/1794 of the European Parliament and of the Council of 6 October 2015 amending Directives 2008/94/EC, 2009/38/EC and 2002/14/EC of the European Parliament and of the Council and Council Directives 98/59/EC and 2001/23/EC as regards seafarers.

Directive (EU) 2018/957 of the European Parliament and of the Council of 28 June 2018 amending the Directive 96/71 / EC concerning the posting of workers in the framework of the

provision of services.

2) For example, Act No 234/2014, on civil service, Act No 361/2003, on the employment of members of the security forces, as amended.

6) Sections 6 and 7 of Act No 219/2000, on the property of the Czech Republic and its acts in juridical relations.

7) Section 3 and 51 of Act No 219/2000

11) Act No 2/1991, collective bargaining, as amended.

12) For example Act No 451/1991 laying down some other conditions for performing certain duties in State bodies and organizations of the Czech and Slovak Federal Republic, the Czech Republic and the Slovak Republic, as amended.

(13) Act No 77/1997, on State-owned enterprise, as amended.

14) For example, Act No 256/2000, on the State Agricultural Intervention Fund and amending certain other acts (the State Agricultural Intervention Fund Act), as amended, Act No 211/2000, on the State Housing Development Fund and amending Act No 171/1991, on the competence of the bodies of the Czech Republic in matters of transfers of State property to other persons and on the National Property Fund of the Czech Republic, as amended, as amended, Act No 104/2000, on the State Fund for Transport Infrastructure and amending Act No 171/1991, on the competence of the bodies of the Czech Republic in matters of transfers of State property to other persons and on the National Property Fund of the Czech Republic, as amended, as amended.

(15) Section 54 of Act No 219/2000, as amended.

Section 27 of Act No 250/2000, on budgetary rules of territorial budgets.

16) Act No 283/1991 on the Police of the Czech Republic, as amended.

16a) For example Section 2(6) and (7) of Act No 312/2002, as amended, Section 102(2)(g) and Section 103(3) of Act No 128/2000, on municipalities (the municipal system), as amended, Section 59(1)(c) and Section 61(3)(b) of Act No 129/2000, on regions (the regional system), as amended, Section 68(2)(v) and Section 72(3)(b) of Act No 131/2000, on the Capital City of Prague, as amended, Section 7(4) and Section 8(1) of Act No 245/2006, on public non-profit institutional medical facilities and amending certain acts, Section 10 of Decree No 394/1991, on the position, organization and activities of university hospitals and other hospitals, selected specialized medical institutes and regional public health authorities under the management of the Ministry of Health of the Czech Republic, Section 131 of Act No 561/2004, on pre-school, primary, secondary, higher vocational and other education (the Education Act), Section 14(3) of Act No 201/2002, on the Office for Government Representation in Property Affairs, Section 17(2) of Act No 341/2005, on public research institutions, Section 8(1)(a) and Section 9(4) of Act No 483/1991, on Czech Television, Section 8(1)(a) and Section 9(4) of Act No 484/1991, on Czech Radio, Section 8(1)(b) of Act No 517/1992, on the Czech Press Office, Section 9(2) of Act No 256/2000, Section 6(5) of Act No 211/2000, Section 8(4) of Act No 104/2000, Section 12(2) and (3) of Act No 77/1997, Section 24(3) of Act No 250/2000

16b) For example Section 148(18) of Act No 435/2004, on employment, Section 48 of Act No 251/2005, on labour inspection, Article II(17) of Act No 274/2003 amending certain acts in the field of public health protection, Section 9(3) of Act No 256/2000

17) Section 92(2) of Act No 435/2004, as amended by Act No 347/2010

18) Section 66 Act No 435/2004

(19) Section 4(1) of Act No 98/1987, on the special bonus for miners, as amended.

(20) Sections 89 to 101 of the Employment Act.

(21) Section 56(2)(b) of Act No 187/2006 on sickness insurance.

(21a) Act No 182/2006, on insolvency and manners of its resolution (the Insolvency Act), as amended.

(22a) Act No 108/2006 on social services, as amended:

(23) Act No 245/2000, on public holidays, important days and non-working days, as amended.

(24) Act No 56/2001, on the conditions of operation of vehicles on roads and amending Act No 168/1999, on liability insurance for damage caused by the operation of a vehicle and amending certain related acts (the Vehicle Liability Insurance Act), as amended by Act No 307/1999

(25) Act No 13/1997 on roads, as amended.

(26) Section 3(1)(a) to (c) of Act No 266/1994, on railroad, as amended.

(27) Section 2(c) of Decree No 175/2000, on transport regulations for public rail and road passenger transport.

(28) Act No 49/1997, on civil aviation and amending Act No 455/1991, on licensed trades (the Licensed Trades Act), as amended.

(29) Act No 114/1995 on inland waterways, as amended.

(31) Section 67 of Act No 133/1985 on fire protection, as amended.

(32) Section 37 of Act No 258/2000 on public health protection and amending certain related acts, as amended.

(33) Act No 379/2005, on measures to protect against damage caused by tobacco products, alcohol and other addictive substances and amending related acts.

(34) Regulation (EU) 2016/425 of the European Parliament and of the Council of 9 March 2016 on personal protective equipment and repealing Council Directive 89/686/EEC.

(35) Act No 167/1998 on addictive substances and amending other acts, as amended.

(36) For example, Act No 251/2005, on labour inspection, Act No 61/1988, on mining activities, explosives and the State Mining Administration, as amended, Act No 18/1997, on the peaceful use of nuclear energy and ionizing radiation (the Atomic Act) and amending and supplementing certain acts, as amended.

(37) Act No 309/2006, as amended by Act No 362/2007

37a) Section 9 of Act No 309/2006

(38) Section 39 of Act No 258/2000, as amended.

(39) For example, Act No 201/1997, on the salary and certain other requirements of public prosecutors and amending and supplementing Act No 143/1992 Sb. on salary and remuneration for on-call duty in budgetary and certain other organizations and bodies, as amended.

(40) Act No 128/2000 on municipalities (the municipal system), as amended:

Act No 129/2000 on regions (the regional system), as amended:

Act No 131/2000 on the Capital City of Prague, as amended.

(41) Section 124 of the Education Act.

(41a) Act No 245/2006, as amended.

(42) Act No 526/1990 on prices, as amended.

(43) Act No 151/1997 on property valuation and amending certain acts (the Property Valuation Act), as amended.

43a) For example Section 118(2) of Act No 90/1995, on the Rules of Procedure of the Chamber of Deputies, Section 147(2) of Act No 107/1999, on the Rules of Procedure of the Senate, Section 4(3) of Act No 114/1993, on the Office of the President of the Republic, as amended by Act No 281/2004

44) Sections 24 to 26 of Act No 250/2000, on rules of territorial budgets.

45) Section 2 of Act No 563/2004, on pedagogical staff and amending certain acts.

46) The Education Act.

47) Act No 563/2004

48) Act No 365/2000, on public administration information systems and amending certain acts, as amended.

49) Act No 101/2000 on personal data protection and amending certain acts, as amended.

50) Section 16(1) of Act No 6/1993, on the Czech National Bank, as amended.

51) Act No 121/2001, on court executors and execution activities (the Execution Code) amending other acts, as amended.

51a) Act No 115/2006, on registered partnership and amending certain acts, as amended by Act No 261/2007

52) For example Act No 337/1992on the administration of taxes and fees, as amended.

53) Act No 500/2004, the Administrative Procedure Code, as amended by Act No 413/2005

54) Sections 276 to 302 of the Code of Civil Procedure.

Act No 119/2001 laying down rules for cases of concurrent enforcement of decisions.

55) Section 277 of the Code of Civil Procedure.

56) Act No 499/2004 on archival and filing service and amending certain acts, as amended.

57) For example, Act No 236/1995, on the salary and other requirements associated with the holding of the office of representatives of the State power and certain State bodies and judges and members of the European Parliament, as amended.

58) Act No 187/2006, as amended;

59) Act No 258/2000, as amended;

61) Section 26 Act No 187/2006

62) Section 48(2) of Act No 187/2006

63) Section 33 Act No 187/2006

64) Section 21 and 22 of Act No 187/2006

64a) Section 22 of Act No 187/2006

65) Section 31 Act No 187/2006

66) Section 56(2)(b) of Act No 187/2006

67) Section 83(2)(b) of Act No 187/2006

68) Section 7(12) of Act No 117/1995, on the State social support, as amended.

69) For example, 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.

70) For example Section 7(5) of Act No 104/2000, on the State Fund for Transport

Infrastructure and amending Act No 171/1991, on the competence of the authorities of the Czech Republic in matters of transfers of State property to other persons and on the National Property Fund of the Czech Republic, as amended, Section 15(9) and Section 83(11) of the Higher Education Act, Section 184 of the Education Act, Section 38 Act No 95/2004, on the conditions for acquiring and recognizing professional competence and specialized competence to perform the medical profession of a doctor, dentist and pharmacist, and Section 90(1) of Act No 96/2004, on the conditions for acquiring and recognizing competence to perform non-medical health professions and to perform activities related to the provision of health care and amending certain related acts (the Non-Medical Health Professions Act).

71) For example Section 200 of the Commercial Code.

71a) Act No 627/2004, on the conflict of interests, as amended.

Act No 307/2006, on the European Cooperative Society, as amended by Act No 126/2008

Act No 125/2008, on the transformation of companies and cooperatives.

72) Higher Education Act.

73) Decree No 114/2002, on the fund for cultural and social needs, as amended.

75) Decree No 430/2001, on the costs of company meals and their reimbursement in State organizational units and State publicly co-funded organizations.

76) Sections 67 to 84 of the Employment Act.

77) Section 42 to 44 of Act No 187/2006

77a) Section 8 of Act No 108/2006 on social services.

78) For example, Act No 412/2005, on the protection of classified information and on security competence, as amended.

79) Act No 292/2013 on special judicial proceedings, as amended.

82) Act No 627/2004, on European Company, as amended by Act No 264/2006

Act No 307/2006, on the European Cooperative Society.

83) Act No 219/1999 on Armed Forces of the Czech Republic, as amended.

84) Act No 312/2002, as amended;

85) Section 172(2) of the Education Act.

86) Section 94(2) of the Higher Education Act.

88) Act No 159/2006, on conflicts of interest.

89) Section 34 and Section 115(d) of Act No 108/2006, as amended.

(90) Sections 39 to 57 of the Employment Act.

91) Article 56 of the Treaty on the Functioning of the European Union.

92) Section 53 of Act No 218/2000, on budgetary rules and amending certain related acts (the budgetary rules), as amended.

93) Section 278 of the Code of Civil Procedure.

94) Act No 29/2000 on postal services and amending certain other acts (the Postal Services Act), as amended.

95) Section 6(2) and Section 9(2) of Act No 297/2016, on trust services for electronic transactions.

96) For example, Act No 21/2006, on the verification of the identicalness of the transcript or copy with the document and on the verification of the authenticity of a signature and amending certain acts (the Verification Act).

97) For example the Commercial Code, Act No 328/1991, as amended.

98) Decree No 342/1997, which lays down the procedure for the recognition of occupational diseases and issues a list of health care facilities that recognize these diseases, as amended by Decree No 38/2005

99) Government Decree No 290/1995 establishing a list of occupational diseases.

99b) Section 2(5) of Act No 258/2000, on the protection of public health and amending certain related acts.

99c) Section 69(1)(b) and (h) of Act No 258/2000, as amended by Act No 274/2003

100) Act No 589/1992, on social security insurance premiums and contributions to the State employment policy, as amended.

101) Act No 592/1992, on insurance premiums for general health insurance, as amended.

Act No 48/1997, on public health insurance and amending and supplementing certain acts, as amended.

102) Section 38h of Act No 586/1992 on income taxes, as amended

103) Section 67 of the Employment Act.

104) Section 2(5) of Act No 312/2002, as amended.

107) Section 56(2)(b) of Act No 187/2006, as amended by Act No 305/2008

108) Act No 198/2009, on equal treatment and on legal means of protection against discrimination and amending certain acts (the Anti-Discrimination Act).

110) For example Section 24(2) of Act No 563/2004, Section 22 of Act No 95/2004, Section 51 and 54 of Act No 96/2004

111) Section 7(1) of Act No 2/1991, as amended by Act No 225/2005

Section 18(1) and Section 19 of Act No 89/1995, on the State Statistical Service, as amended by Act No 220/2000 and Act No 411/2000

113) Section 38b of Act No 187/2006, as amended.

114) Section 7a of the Sickness Insurance Act.

115) Section 3(1)(c) of the Employment Act.

116) Section 299 of the Code of Civil Procedure.

117) For example Section 178(1) and Section 2175(2) of the Civil Code.