

AN INTRODUCTION TO CZECH EMPLOYMENT LAW

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CZERWENKA & PARTNER v.o.s.

Periods of Notice

An employment relationship may be severed by:

- a) agreement
- b) notice of termination
- c) immediate cancellation
- d) termination during the trial (probationary) period.

An agreement by which an employment relationship is severed shall be in writing, otherwise it is not be valid.

An employer may give notice of termination to his employee only for the reasons explicitly stated in the Labour Code. An employee may give notice to his employer for any reason or without stating a reason. If notice of termination is given, the notice period is the same for employers and employees and shall be generally **two months**.

The employer may immediately (**without any period of notice**) terminate the employment relationship only exceptionally in the following cases:

- a) the employee is sentenced for an intentional criminal act to unconditional imprisonment of at least one year or no less than six months for an intentional crime committed while performing his working tasks
- b) the employee breaches his duty arising from legal regulations referring to work performed by him in an especially gross manner.

An employee may immediately (**without any period of notice**) terminate the employment relationship only exceptionally in the following cases:

- a) if, according to the opinion of a labour-medical care institution or respective administration authority, which reviews such opinions; he can no longer perform his work tasks without seriously jeopardizing his health and the employer has not transferred him to appropriate work within 15 days of the submission of such opinion, or
- b) the employer has not paid his wages or salary, or compensatory wages or salary, or any part of it within 15 days of the day they are due.

There is **no period of notice** (i.e. it can be terminated immediately) if the employment relationship is terminated during the trial (probationary) period.

The parties to an employment contract may agree on longer periods of notice.

In general an employer is not entitled to give a notice of termination of the employment contract with an employee who is sick, pregnant or on maternity leave or who brings up a child under three years of age.

Remedies

Both an employer and employee may **assert before the competent court** the invalidity of severance of an employment, but **no later than two months** after the day when the employment relationship should have ended as a result of such severance.

If the employee starts the court proceedings because of the invalid termination of his employment relationship and if the employee notifies to the employer that he insists on the employer continuing to employ him, such employee's employment relationship persists and the employer is obliged to pay him a **compensatory salary** in the amount of his average earnings.

Jurisdiction of the court

The proceedings are held before an ordinary district court and the case is adjudicated by a senate constituted of one professional judge and two lay judges.

Compensation

An employee whose employment relationship was terminated because of the organizational changes is entitled to severance pay in the amount of triple his average earnings payable at the end of his employment relationship. A collective bargaining agreement may increase this compensation. A collective bargaining agreement may increase this compensation.

An employee, who immediately cancelled the employment relation for reasons of unpaid salary as specified above, is entitled to severance pay in the amount **of his average earnings multiplied by three** at least, payable at the end of his employment relationship.

An employee whose employment relationship was terminated (either in a form of agreement or notice of termination) because of the state of his health (if he is no longer able to do his existing work because of an accident at work, or he is not permitted to do the work because he suffers from an occupational disease or faces a danger of such disease, or according to a ruling of the competent public health protection authority he has been subjected at the workplace to the maximum permissible level of exposure), is entitled to severance pay in the amount **of his average earnings multiplied by twelve at least**, payable at the end of his employment relationship.

Reinstatement

The court can decide that the termination of the employment contract was invalid and that the employment relationship continues.

Mediation

Mediation is obligatory only by large-scale dismissals (**collective redundancies**). At least 30 days before giving notice of termination to individual employees the employer shall consult the **trade union** or **works council** in order to reach consent with them. However, the termination remains valid even if it was not discussed with such body.

Written Contract

The employer is required to conclude an employment contract in writing. However, an unwritten agreement is not invalid.

Transfer of (a part) of Business

In general all obligations concerning the employment relationship from the selling company will pass to the buying company.