LABOUR CODE

"Zákoník práce"

No. 65/1965 Coll.,

as amended by Acts No. 88/1968 Coll., No. 153/1969 Coll., No. 100/1970 Coll., No. 20/1975 Coll., No. 72/1982 Coll., No. 111/1984 Coll., No. 22/1985 Coll., No. 52/1987 Coll., No. 98/1987 Coll., No. 188/1988 Coll., No. 3/1991 Coll., No. 297/1991 Coll., No. 231/1992 Coll., No. 264/1992 Coll., No. 590/1992 Coll., No. 37/1993 Coll., No. 74/1994 Coll., No. 118/1995 Coll., No. 287/1995 Coll., No. 138/1996 Coll., No. 167/1999 Coll., No. 225/1999 Coll., No. 29/2000 Coll., *No. 155/2000 Coll.**, No. 220/2000 Coll., No. 238/2000 Coll., No. 257/2000 Coll., No. 258/2000 Coll. (with the full wording of the Labour Code promulgated in Act No. 85/2001 Coll.), **No. 177/2001 Coll.**, No. 6/2002 Coll.**, *No. 136/2002 Coll.**, **No. 202/2002 Coll.**, *No. 218/2002 Coll.*, No. 309/2002 Coll.*, No. 311/2002 Coll.** and *No. 312/2002 Coll.**

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* Those amendments, introduced by Act ***No. 155/2000 Coll.***, which will come into force only on the Czech Republic's accession to the EU, amendments under Acts ***No. 136/2002 Coll.***, ***No. 311/2002 Coll.*** and ***No. 312/2002 Coll.***, effective as of 1 January 2003, as well as amendments under Acts ***No. 218/2002 Coll.*** and ***No. 309/2002 Coll.***, effective as of 1 January 2004, are printed in ***bold italics***.

** Amendments under Acts **No. 177/2001 Coll.** (effective as of 31 May 2001), **No. 6/2002 Coll.** (effective as of 1 April 2002) and **No. 202/2002 Coll.** (effective as of 1 July 2002) are printed in **bold type.**

PART ONE
GENERAL PROVISIONS

CHAPTER I
SCOPE OF THE LABOUR CODE

Section 1

(1) Labour relations (industrial relations) arise between employees and (their) employers.

(2) Unless the Labour Code or other statutory provisions determine otherwise, labour relations shall arise at the earliest upon the conclusion of an employment contract ("pracovní smlouva"), an agreement for the performance of a work assignment ("dohoda o provedení práce"), or an agreement on working activity

("dohoda o pracovní činnosti"), or, if the employment relationship („pracovní poměr") of an employee is based upon election or appointment, upon such election or appointment.

(3) Employers shall ensure equal treatment of all employees as regards working conditions, including pay and other emoluments in cash or in kind for their work, conditions for their vocational training and opportunities for career development (promotion).

(4) In labour relations, there shall be no discrimination against employees on grounds of race, colour, sex, sexual orientation, language, religious belief and religion, political or other conviction, membership or activity in political parties or political movements, trade union organizations and other associations, nationality, ethnic origin or social background, property, family, state of health, age, marital and family status or family obligations. Employers' conduct which involves indirect discrimination (i.e. where the consequences of such conduct are discriminatory) shall also be prohibited. However, cases laid down in this Code and other statutory provisions, and where the reason consists in the nature of the work carried out by a certain employee who is indispensable for its performance, shall not be regarded as discrimination.

Section 2

(1) The Labour Code shall apply to relations arising from the performance of a public office, if this Code or other statutory provisions expressly so determine.

(2) If a public office is performed on the basis of an employment relationship, such relationship shall be governed by the Labour Code.

Section 3

Labour relations between a co-operative and its members are governed by the Labour Code, unless another Act provides otherwise (Note 1).

Section 4

The Labour Code shall only apply to the labour relations of judicial trainees (articling judges), state prosecutors, *articled clerks (articling attorneys-at-law),* members of the armed forces on active duty *and to the employees of the state under the Civil Service Act (Note 1a) when this Code or other statutory provisions so expressly stipulate.****

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* Amendment under Act No. 309/2002 Coll., effective as of 1 January 2004, is printed in bold italics.

** The wording of section 4 (apart from the text in bold italics) has taken force on 1 April 2002.

Section 5

The labour relations of ***officials (officers) of the local self-governing areas*, trainees preparing themselves for the performance of civil service (Note 1b)**,*** university teachers, transport employees, commanders of vessels and the crews of inland-water and sea-going vessels, and employees of the Probation and Mediation Service and the Ombudsman's Office shall be governed by the Labour Code, unless other statutory provisions stipulate otherwise.

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* Effective as of 1 January 2003.

** Effective as of 1 January 2004.

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Section 6

(1) The Labour Code shall govern labour relations between employees and foreign (non-resident) employers in the Czech Republic, as well as those between foreigners employed in the Czech Republic and employers in the Czech Republic, unless private international law determines otherwise.

(2) The Labour Code governs the labour relations of the employees of international organizations having their seat (registered office) in the Czech Republic and established by an international treaty, unless that treaty or another international treaty provides for otherwise.

(3) The Labour Code governs the labour relations of employees in joint ventures, i.e. enterprises with foreign capital interest (Note 2), and of employers with an international element (Note 3) having their seat in the Czech Republic, unless these employees work and reside in that foreign country, in which case their labour relations are governed by th*e* law which is applicable under the statutory provisions on private international law.

(4) In the case of the labour relations of employees of the employers pursuant to subsection (2) and joint ventures (enterprises with foreign capital interest), the government may stipulate in its decree a regulatory framework differing from that of the Labour Code with regard to the creation, modification, and termination of an employment relationship or work discipline, working time and periods of rest, remuneration, paid time off, the reimbursement of expenses connected to the performance of work, compensation for damage (i.e. damages) and derogations from labour-law provisions on the ascertainment and application of average earnings.

(5) Subsections (2) to (4) shall not apply to employees of state administrative authorities.

Section 6*

(1) The Labour Code shall govern labour relations between employees and foreign (non-resident) employers in the Czech Republic, as well as those between foreigners employed in the Czech Republic and employers in the Czech Republic, unless private international law determines otherwise.

(2) ***If an employee is posted to carry out work within the territory of another Member State of the European Communities, he shall be subject to the statutory provisions of the Member State where he carries out such work as regards:***

(a) ***the length of working time and rest periods;***

(b) ***the length of paid leave per annum;***

(c) ***the minimum wage, minimum wage rates and premium (bonus) payments for overtime work;***

(d) ***safety and protection of health at work;***

(e) ***working conditions for women and adolescents people and employees taking care of at least one child under three years of age;***

(f) ***equal treatment of men and women and the prohibition of discrimination.***

The first sentence shall not apply if entitlements under Czech statutory provisions are more

advantageous for such employee. The level of advantages shall be considered separately for each work-related (labour-law) entitlement.

(3) ***Subsection (2)(c) shall not apply if the time of posting of an employee does not exceed one month within the last 12 months from the start of the employee's posting.***

(4) ***Subsection (2)(b) and (c) shall not apply if the period of work carried out by the posted employee does not exceed 22 days in the last 12 months from the start of his posting.***

(5) Subsections (2) to (4) shall not apply to employees of state administrative authorities.

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* Section 6* in the wording which will take effect on the Czech Republic's accession to the EU.

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CHAPTER II
PARTIES TO LABOUR RELATIONS

Section 7

(1) Labour relations under this Code may only be created with the consent of an individual (a natural person) and an employer.

(2) Exercise of the rights and obligations ensuing from labour relations may not be abused by anybody to the detriment of another party to labour relations or to the demeaning of human dignity. Such demeaning shall also involve undesirable behaviour of a sexual nature (sexual harassment) at the workplace if such conduct is unwelcome, unsuitable or insulting, or if it can justifiably be perceived by the party (participant) concerned as a condition for decisions affecting the exercise of rights and obligations ensuing from labour relations.

(3) An employer may not sanction his employee or put him at a disadvantage only because the employee claims rights and entitlements ensuing from labour relations in a lawful manner.

(4) If rights and obligations relating to fair treatment of men and women in labour relations are infringed (breached), the employee concerned is entitled to demand desistance from such infringement, removal of the consequences of this infringement and appropriate satisfaction.

(5) If such employee's dignity or esteem (reputation) at the workplace is substantially harmed and rectification under subsection (4) is not sufficient, the employee may claim monetary compensation for this non-material detriment.

(6) The amount of compensation under subsection (5) shall be determined by the (competent) court, taking into account the severity of the detriment and the circumstances under which rights and obligations were infringed (breached).

Employers

Section 8

(1) For the purposes of this Code, the term “employer” means a legal entity (legal person) or an individual (a natural person) employing individuals in the context of labour relations and, if the law so provides, also in the context of other analogous labour relations.

(2) An employer shall enter into labour relations in his own name and bear the responsibility (liability) ensuing from those relations. The same shall apply to such employer's organizational components (establishments) if specific provisions so provide, or if the statutes (by-laws) of civic associations pursuant to another Act (Note 29) so stipulate; however, if an employer is a party to labour relations, this employer's organizational component may not be concurrently a party to those labour relations, and vice versa.

(3) Employers are obliged to ensure that they create and develop labour relations in conformity with this Code, other statutory provisions and the rules of decency and civic coexistence.

Section 8a

The capacity of an individual to have rights and obligations (duties) in labour relations as an employer arises at birth. The capacity of an individual by his own acts in law to acquire rights and to assume obligations in labour relations as an employer commences when he reaches the age of 18 years.

Section 8b

(1) If the State is a party to labour relations, it shall be regarded as a legal entity and an employer; the same shall apply to other analogous labour relations.

(2) The competent organizational component (establishment) of the State (Note 40) shall act on behalf of the State in labour relations.

Section 9

(1) Acts in law concerning labour relations are performed, in the case of an employer which is a legal entity, primarily by its statutory organ and, in the case of an employer who is an individual, by the employer; such acts may also be undertaken by persons authorized (empowered) thereto by the employer. Other employees of the employer, in particular the heads of his organizational divisions, are authorized as organs of the employer to perform on behalf of the employer those acts in law ensuing from their offices (duties) as set down in the organizational regulations (rules).

(2) The employer may, within the bounds of his competence, confer on other of his employees the right to perform (in the employer's name) acts in law concerning labour relations. The scope of the authority conferred on an entrusted (empowered) employee must be stated in writing.

(3) An employer's managerial staff (employees) shall mean organs of the employer [subsection (1)], as well as the employer's other employees who are empowered with management at individual levels of such employer's operations; managing employees (managerial staff) are authorized to formulate and assign work tasks to subordinate employees, to organize, manage and supervise their work, and to give them binding instructions for that purpose.

Section 9a

(1) In the cases referred to in section 8b, acts in law in labour relations shall be undertaken by the head of the State's organizational component (establishment; Note 40) to which these acts in law (legal transactions) relate. Other employees, in particular those heading sections of such establishment, shall be authorized to undertake acts in law relating to their posts, as stipulated in the organizational regulations (rules).

(2) The head of an establishment (organizational component) of the State may authorize other employees

working in such establishment to undertake certain acts in law concerning labour relations.

(3) Those employees heading establishments (organizational components) of the State and sections of such establishments [subsection (1)] shall be regarded as the employer's managerial staff under section 9(3).

Section 10

(1) Acts in law undertaken by the employer's organs or authorized employees [sections 9(1),(2) and 9a(1),(2)] are binding on the employer, who also acquires rights from such acts.

(2) If an organ or authorized employee exceeds its/his authority by an act in law, such act in law in labour relations shall not bind the employer if the employee concerned must have known that the employer's organ or authorized employee had exceeded its/his authority. The same shall apply if an act in law is undertaken by an employer's employee who is neither authorized to undertake such act as part of his responsibilities, nor specifically authorized thereto.

Section 11

Employees

(1) An individual shall acquire the capacity to have rights and obligations (duties) in labour relations and the capacity, by his own acts in law, to acquire these rights and take on these obligations (duties) on the day he reaches the age of 15, unless further provided for otherwise. However, an employer may not agree with an individual to take up his employment on a day which precedes the day when he completes compulsory school attendance.

(2) An individual who completes his compulsory school attendance at an auxiliary school before reaching the age of 15 shall acquire the capacity to have rights and obligations in labour relations and the capacity, by his own acts in law, to acquire these rights and take on these obligations (duties) on the day that his compulsory school attendance finishes, but not earlier than the day on which he reaches the age of 14.

(3) An employee may conclude an agreement making him liable for property entrusted to him (material liability; section 176) at the earliest on the day he reaches the age of 18.

(4) The Government shall lay down in a decree:

(a) the range of, and conditions attached to, performance of other appropriate work which, in addition to socially useful work (Note 4), individuals who have reached the age of 15 may perform, even prior to completing compulsory school attendance;

(b) the range of, and conditions attached to, performance of appropriate work which may be carried out by individuals who have finished their compulsory school attendance in an auxiliary school if they have reached at least the age of 14.

Section 12

(1) An employee may lose the capacity to perform acts in law under the preceding provisions only by the decision (ruling, judgment) of a court. Acts in law for which such employee lacks legal capacity shall be performed for him by his representative; however, such representative may not conclude an agreement on the employee's behalf making him liable for property entrusted to him (an agreement on material liability).

(2) The (competent) court shall restrict an employee's capacity to perform acts in law and determine in its decision (ruling, judgment) the extent of this restriction if, due to a mental disorder which is not merely

temporary, or due to excessive consumption of alcoholic beverages or other addictive substances or narcotic substances, the employee is only able to perform some acts in law.

(3) If, due to a mental disorder which is not merely temporary, an employee is entirely incapable of undertaking acts in law, the court shall deprive him of his capacity to perform such acts.

(4) The court shall modify or cancel a deprivation or restriction of the capacity to undertake acts in law if the reasons for its imposition change or if they cease to exist.

Section 13

Repealed

Representation

Section 14

(1) A representative relationship arises on the basis of an agreement granting a power of attorney or on the basis of a judicial decision (ruling, judgment). The representative acts in the name of the represented person, and the represented person directly acquires rights and assumes obligations as a result of such representation.

(2) A person may not represent another if he himself lacks the capacity to perform acts in law, or if his interests conflict with those of the represented person.

(3) A representative must act in person; he may appoint another representative (as his deputy) only if the statutory provisions so provide or if the parties have so agreed. The represented person also directly acquires rights and assumes obligations as a result of acts in law undertaken by such other representative.

(4) If a representative exceeds his power of attorney (authorization), the represented person is bound by the act in question only if he approves it or if he acts on the basis thereof.

Section 15

(1) An employee and an employer may be represented by another individual or legal entity.

(2) The creation of a representative relationship requires a written power of attorney, in which the extent of the representative's authorization is stated, otherwise it is not valid.

(3) If a power of attorney granted to several representatives does not provide otherwise, they must all act jointly.

Section 16

(1) A power of attorney terminates if the represented person withdraws it or the representative cancels (revokes) it. The withdrawal or cancellation must be in writing, otherwise it is not valid. A power of attorney also terminates upon the death of any party to it or by the dissolution of the employer.

(2) For anyone other than the representative and the represented person, the termination of a power of attorney becomes effective against him only when he learns about it.

(3) If the represented person dies or if the representative cancels (revokes) the power of attorney, the representative is obliged to undertake acts which do not allow of delay so that the represented person does not suffer any detriment to his rights. The acts so performed have the same legal effects (consequences) as

if the representation had continued provided that such acts are not contrary to those undertaken by the represented person or his heirs.

Section 17

(1) A court-appointed guardian represents an employee whose capacity to perform acts in law has been restricted or who has been deprived of the capacity to undertake acts in law by a judicial decision (ruling).

(2) A court may also appoint a guardian for a person whose place of residence is not known, if this is necessary to protect his interests or the interests of society. A court may also appoint a guardian under the same conditions if this is necessary for other serious reasons.

(3) If the interests of the guardian conflict with those of the person he represents, or if the interests of persons represented by the same guardian conflict, a court shall appoint a special guardian.

CHAPTER III

Section 18

(1) Employees have the right to information and consultation (i.e. to be informed and consulted). The employer shall inform his employees and discuss matters with them directly, unless at such employer's enterprise there is a trade union organization (organ, body) or a works council (i.e. employees' council), or there are representatives concerned with safety and the protection of health at work (collectively referred to as "employees' representatives"). Consultation(s) shall mean discussions (negotiations) between the employer and his employees, or between the employer and employees' representatives, which are aimed at reaching an agreement.

(2) The employer shall inform his employees of:

(a) the employer's economic and financial situation, impacts of the employer's activity on the environment, and ecological measures (precautions) taken by the employer;

(b) a transfer under section 249;

(c) the employer's legal status and changes in such status, the internal organizational structure and the person authorized (empowered) to act on behalf and in the name of the employer in labour relations, and changes in the employer's business activities;

(d) likely developments in employment at this employer's enterprise;

(e) envisaged structural changes, rationalization or organizational measures and measures relating to large-scale dismissal (collective redundancies) of employees pursuant to section 52(2) to (4);

(f) the number and structure of employees, fundamental issues concerning working conditions and changes in them;

(g) safety and the protection of health at work, within the scope laid down in Chapter V of Part Two.

(3) The employer shall consult his employees on:

(a) a transfer under section 249;

(b) measures relating to large-scale dismissal of employees pursuant to section 52(2) to (4);

(c) issues of safety and the protection of health at work, within the scope laid down in Chapter V of Part Two.

Section 18a*

Employees of the employers referred to in section 25d shall have the right to information and consultation regarding the interests of employees, as laid down in an agreement on the establishment of a European works council or on the basis of some other procedure agreed for the purposes of informing and consulting employees at transnational level or in the scope laid down in section 25j(8).

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* Section 18a will become effective on the Czech Republic's accession to the EU.

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Section 18b

(1) Trade unions shall have the right to take part in labour relations, including collective bargaining, under the conditions laid down by law.

(2) The employer in particular shall inform the competent trade union organization (body) of:

(a) developments regarding wages, salaries, the average wage and its individual constituents, including information about the average wage of the various occupational categories unless it is agreed otherwise;

(b) the matters laid down in section 18(2).

(3) The employer shall in particular consult the competent trade union organization (body) on:

(a) the employer's economic situation;

(b) work norms (standards) pursuant to another Act (Note 4a);

(c) changes in work organization;

(d) the system of appraisal and remuneration of employees;

(e) the system of employees' training and education;

(f) measures to create conditions for the employment of individuals, especially adolescents, persons taking care of a child under 15 years of age, and disabled persons, including substantial issues relating to the care for employees, measures aimed at improving hygiene at work and the working environment, and the organization of social, cultural and physical training services;

(g) other measures which relate to a larger number of employees;

(h) measures pursuant to section 18(3).

(4) Where the employer and the competent trade union organization (body) agree on the matters pursuant to subsection (3)(c), (d), (e), (f) or (g), these matters may be regulated by an agreement.

(5) The competent state authorities shall consult trade union bodies on issues concerning the working and living conditions of employees and provide the trade union bodies with the necessary information.

Section 19

The employer and the competent trade union organization (body) shall co-decide about the allocation of financial resources to the fund for cultural and social needs and withdrawals from the fund, acting thereby in accordance with other statutory provisions (Note 13).

Section 20

(1) The procedure to be followed when entering into a collective bargaining agreement (at the enterprise or a higher level) is laid down in another Act (Note 14).

(2) Wages or other entitlements ensuing from labour relations may be regulated in collective bargaining agreements, within the framework of the provisions on labour relations. Where this Code determines the cases in which it is possible to increase or widen employees' rights (ensuing from labour relations) through collective bargaining agreements, it shall apply to employers carrying on business (i.e. entrepreneurial) activities (Note 15), unless it is expressly stipulated otherwise.

(3) Entitlements (rights) which individual employees acquire under collective bargaining agreements are asserted and satisfied like other employees' entitlements ensuing from their employment relationship.

Section 21

(1) With the exception of entitlements to wages and reimbursement of travelling expenses, entitlements ensuing from labour relations which can be regulated under labour-law provisions in collective bargaining agreements may be set out in an employer's internal regulations (rules) if no trade union organization has been formed by such employer's employees.

(2) If certain entitlements ensuing from labour relations are regulated both by a collective bargaining agreement and internal regulations which were issued prior to the formation of a trade union organization, the arrangements contained in the collective bargaining agreement shall apply.

(3) Internal regulations are void if they were not issued in writing or if they are contrary to the statutory provisions, or if they are issued by an employer whose employees have formed a trade union organization.

Section 22

(1) Trade union organizations (bodies) shall ensure compliance with the provisions of this Code and other provisions on labour relations, including those on wages, safety and health protection at work and on employment (hereafter “labour-law provisions”).

(2) The competent trade union bodies (organs) have the right to supervise an employer's compliance with labour-law provisions, internal regulations (rules), and obligations ensuing from collective bargaining agreements. They are thereby authorized in particular:

(a) to enter individual employers' workplaces;

(b) to request necessary information and documents from managerial staff;

(c) to submit proposals for the improvement of working conditions;

(d) to request an employer, or an organ superior to such employer, to order the rectification of irregularities which have been found;

(e) to propose to employers, organs superior to them, or other organs (bodies) entrusted with the supervision of compliance with the law in labour relations that they take suitable measures, in accordance with the statutory provisions, against managerial employees who are in breach of labour-law provisions or the duties ensuing to them from collective bargaining agreements;

(f) to demand reports from employers or organs (bodies) superior to them on measures which were taken to eliminate irregularities discovered during inspection activity and to implement proposals submitted by the trade union organs which carried out the inspection activity.

Where the inspection activity relates to personal information on an employee, and this information is subject to the provisions on the protection of personal rights (Note 30), such information (data) may be provided only with the prior consent of the employee.

(3) In the case of national defence facilities, only those trade union organs which are permitted under other special statutory provisions to enter such facilities may carry out an inspection.

(4) The provisions of subsection (2) shall not affect the right of inspection (supervision) pertaining to other organs (authorities) under other statutory provisions.

Section 23

(1) Central state authorities which issue labour-law provisions (regulations) on the basis of this Code or other laws shall consult the competent central trade union body and the competent employers' association (organization) on these provisions. Central state authorities may only issue labour-law provisions (regulations) for particular branches of the economy after agreement with the Ministry of Labour and Social Affairs and also, in the case of provisions (regulations) on ensuring safety and the protection of health at work, after agreement with the competent authority of the state specialist supervision.

(2) Consultations shall be held with the competent central trade union bodies (organs) and the competent employers' associations on legislative bills and proposals for regulations relating to the important interests of employees, especially economic, production, working, wage, cultural and social conditions.

Section 23a

Repealed

Section 24

(1) In order to ensure the right to information and consultation, employees who are employed by an employer where there is no trade union organization may elect a works council (i.e. an employees' council) or representatives concerned with safety and the protection of health at work.

(2) The employer shall inform the works council and consult it on matters in the scope determined in section 18(2)(a) to (f) and (3)(a) and (b).

(3) The employer shall inform representatives concerned with safety and the protection of health at work and consult them on matters in the scope determined in section 18(2)(g) and (3)(c).

Section 25

(1) A works council can be elected if there are more than 25 employees in an employment relationship with one employer. The works council shall have no less than three and not more than 15 members. The number of members must always be odd. A representative concerned with safety and the protection of health at work can be elected if there are more than ten employees in an employment relationship with one employer; the total number of such representatives shall depend on the total number of the employer's employees and on the risk attached to the types of work carried out by the employees, but there shall be a maximum of ten workers to each such representative. The number of members of the works council and of representatives concerned with safety and the protection of health at work shall be determined by the employer after consultation with the election commission appointed pursuant to section 25a(2).

(2) The term of office of the works council and representative(s) concerned with safety and the protection

of health at work shall be three years.

(3) For the purposes of electing a works council or representatives concerned with safety and the protection of health at work, the number of employees who are in an employment relationship with the employer at the day of making a written proposal for the holding of elections shall be decisive.

(4) A works council shall elect a chairman at its first meeting and inform both the employer and employees of his name.

(5) If rights and obligations (relating to labour relations) are transferred from an existing employer (the transferor) to another employer (the transferee) when there is a works council and representatives concerned with safety and the protection at work at both the transferor's undertaking (enterprise) and the transferee's undertaking, it shall be the transferee who, in the cases pursuant to section 18(2) and (3), shall meet the (employer's) obligations to both works councils and such representatives, unless something else is agreed between the works councils and such representatives and the employer. The works councils and representatives concerned with safety and the protection of health at work shall meet their obligations pursuant to section 24 until the day when their terms of office expire. If the number of members in one of such works councils falls to less than three before the end of the term of office, the other works council shall take over its function.

(6) The term of office of a works council and of a representative (representatives) concerned with safety and the protection of health at work shall expire on the day:

(a) when a trade union organization proves to the employer that it has been established and is functioning;

(b) on expiry of the term of office;

(c) on transfer of the employer's undertaking (i.e. enterprise) if there is a trade union organization at the transferee's undertaking (enterprise) or at the transferor's undertaking (enterprise).

(7) In addition to the cases pursuant to subsection (6), a works council shall also be dissolved if the number of its members has dropped below three.

(8) In the cases referred to in subsections (6) and (7), the works council or the representative concerned with safety and the protection of health at work shall pass all documents relating to the performance of their duties to the employer, who shall keep these documents for a period of five years after dissolution of the works council or the office of the representative concerned with safety and the protection of health at work.

(9) Membership in a works council or the office of representative concerned with safety and the protection of health at work shall terminate on the day:

(a) of giving up such office (function);

(b) on which the employment relationship (of such member or representative) with the employer terminates.

Section 25a

(1) Election shall be announced by the employer concerned on the basis of a written proposal, signed by no less than one-third of the employees who are in an employment relationship with such employer, within three months of delivery of such proposal.

(2) The election shall be organized by an election commission composed of no less than three and no more than nine of the employer's employees. The number of members of such election commission shall be determined by the employer, taking into account the number of his employees and the internal organizational structure. The members of the election commission shall be employees in the order in

which they signed the written proposal for the election of a works council. The employer shall inform the employees of the composition of the election commission. The employer is obliged to provide the necessary information and documents for the purposes of holding the election, in particular a list of all employees in an employment relationship (with this employer).

(3) The election commission shall:

(a) in agreement with the employer, determine the election date at least one month before the election is held and the final date by which nominations can be made;

(b) draw up and publish the rules for such election;

(c) compile a list of candidates (nominees) based on the nominations made by employees who are in an employment relationship with the employer; the list of candidates shall be published (made known) well in advance of the holding of the election;

(d) organize and oversee the election;

(e) decide on complaints regarding errors and irregularities in the list of candidates;

(f) count the votes and draw up a written report on the result of the election in two copies; one copy shall be handed over to the elected works council or the elected representatives concerned with safety and the protection of health at work, one copy shall be given to the employer;

(g) inform the employer and all the employees of the result of the election.

(4) The election shall be by direct, equal and secret ballot. Voting must be only in person. If the election is to be valid, at least one half of the employer's employees eligible to take part in the election must cast their votes, disregarding those employees who were prevented from taking part in the election due to some impediment at work or because they were working away. Each voter may cast such a number of votes for candidates which corresponds to the number of seats on the works council; each voter may cast only one vote for one candidate. If a voter does not comply with these rules, his votes shall be void.

(5) The election shall take place at the workplace during working time. Participation in the election shall be regarded as an act of common interest, and the employer shall grant his employees the necessary time off for such voting, with compensatory pay in the amount of average earnings. The cost of the election shall be borne by the employer.

(6) All employees who are in an employment relationship with the employer concerned may vote and be elected.

(7) Any employee who is in an employment relationship with the employer may nominate candidates. No later than the date determined by the election commission, such nominations must be put to the election commission in writing and accompanied by the nominee's written consent to nomination.

(8) The election shall not take place if, by the final date determined for the acceptance of nominations, the election commission has not received:

(a) at least three nominations for the works council;

(b) at least one nomination for a representative concerned with safety and the protection of health at work.

(9) Those candidates who obtain the highest number of valid votes shall be elected as members of the works council or as representatives concerned with safety and the protection of health at work, according to the predetermined number of members of the works council or such representatives. Those candidates placed lower (i.e. with fewer votes) shall serve as substitutes; they shall become members of the works council or representatives concerned with safety and the protection of health at work on the day when there is a vacancy, and they shall succeed to such office in the order of the number of valid votes obtained

in the election. If there are two or more candidates who obtained an equal number of valid votes, the commission shall determine the successful substitute by drawing lots.

(10) A written report on the results of the election shall be kept by the employer for a period of five years after the day of the election.

Section 25b

(1) Any employee who is in an employment relationship with the employer, as well as the employer, may submit to the election commission a written complaint concerning errors and irregularities in the list of candidates and propose a correction, but no later than three days before the scheduled day of the election. The election commission shall rule on such complaint and notify the complainant in writing of its decision no later than the day which precedes the day of the election. The commission's decision is final and is exempt from judicial review.

(2) Any employee who is in an employment relationship with the employer, as well as the employer, may file a petition with the court demanding nullification of the election results, seeking thereby the court's protection under another Act (Note 30a), if this person has a reason to believe that the law was breached, and such breach could have substantially affected the election results. Such petition may be filed in writing within eight days of the announcement of the election results.

(3) If the court rules that the election results are void, there shall be a repeat election within three months of the day when the court's ruling takes effect. Members of the election commission for the repeat election shall be employees pursuant to section 25a(2), except for employees who were members of the election commission or candidates (in the original election).

Section 25c

(1) Members of the competent trade union organization (body) or works council and representatives concerned with safety and the protection of health at work may not be discriminated against or disadvantaged in their entitlements due to the performance of their duties; they may not, however, be granted any advantages, either.

(2) The employees' representatives and, in the case determined in section 18(1)(second sentence), employees shall have the right to ask the employer to provide supplementary information and answers to questions.

(3) The employees' representatives shall in an appropriate manner inform other employees at all workplaces of their activity and the content and conclusions of the information provided by the employer and of consultation(s) with him.

(4) The employer shall facilitate the holding of elections of employees' representatives and create conditions, at his own expense, for the proper performance of their activity, in particular by providing them, in accordance with his operational possibilities and to an appropriate extent, with suitably-equipped rooms, covering the necessary cost of their maintenance and technical operation and the required documentation.

(5) The employer shall provide members of the election commission pursuant to section 25a(2) and members of the competent trade union organization (body), works council and representatives concerned with safety and the protection of health at work with time off to the necessary extent and with a compensatory wage in the amount of their average earnings. Exercise of the functions of a member of the election commission and employees' representative shall be an act in the common interest.

(6) Members of the competent trade union organization (body) and the works council and representatives

concerned with safety and protection of health at work shall keep in confidence those facts of which they learn when exercising their function (office) if a breach of this obligation could result in the disclosure of secret information or infringe the legitimate interests of the employer or his employees. This obligation shall continue to apply also for a period of one year after the expiry of their terms of office, unless some special statutory provisions stipulate otherwise.

(7) The employer shall discuss with his employee or, on his request, with the employees' representatives, any complaint made by such employee when his complaint concerns the exercise of rights and obligations ensuing from labour relations. This shall not affect the employee's right to claim his rights at the court.

Access to Transnational Information and Consultation

Section 25d

Joint Provisions*

(1) ***The right of employees of European Community-scale (hereafter "Community-scale") employers (undertakings) to transnational information and consultation shall be effected by an agreed procedure for transnational information and consultation or through their European works councils. A European works council will be set up when this is agreed by a special negotiating body of the employees and their employer's central management or pursuant to section 25j. At his own expense, a community-scale employer shall create the conditions necessary for the establishment and proper activity of a special negotiating body or a European works council or some other agreed procedure, and in particular cover the cost of organizing meetings, interpreting, travel and accommodation of members (of such a special negotiating body or European works council) relating to their proper activity and expenses per one expert, unless the settlement of other expenses is agreed with the employer's central management.***

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* Sections 25d to 25k shall become effective on the Czech Republic's accession to the EU.

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(2) ***The obligation to provide transnational (supranational) information and consultation shall apply to:***

(a) ***a Community-scale employer or a Community-scale group of employers (undertakings) with a seat in the Czech Republic;***

(b) ***establishments (i.e. organizational components; in Czech "organizační jednotky") of a Community-scale employer or a Community-scale group of employers with a seat in the Czech Republic (Note 30b);***

(c) ***representatives of a Community-scale employer or a Community-scale group of employers pursuant to subsection (7), if they have seat in the Czech Republic.***

(3) ***For the purposes of this Code, a Member State means any member country of the European Communities.***

(4) ***For the purposes of this Code, "a Community-scale employer" (or "a Community-scale undertaking"; in Czech "zaměstnavatel s působností na území Evropských společenství") shall mean any employer (undertaking) with at least 1,000 employees in the Member States and at least 150 employees in each of at least two Member States.***

(5) ***For the purposes of this Code, "a Community-scale group of employers" (or "a Community-scale group of undertakings"; in Czech "skupina zaměstnavatelů s působností na území Evropských***

společenství") shall mean a group of employers associated (interrelated) through one and the same controlling employer (the controlling undertaking), if such group of employers has the following characteristics:

(a) *at least 1,000 employees in all the Member States; and*

(b) *at least two of the employers in such group have seats in different Member States; and*

(c) *at least one of the employers in such group employs at least 150 employees in one Member State and at least one other employer in the group employs at least 150 employees in another Member State.*

(6) *For the purposes of this Code, "a controlling employer" (or "a controlling undertaking"; in Czech "řídící zaměstnavatel") shall mean an employer which can control, directly or indirectly, another employer or other employers within one group („a controlled employer" or "a controlled undertaking"; in Czech "řízený zaměstnavatel"). An employer shall be regarded as a controlling employer if, directly or indirectly in relation to another employer (of the same group):*

(a) *can appoint more than half of the members of another employer's administrative, management or supervisory organ (body); or*

(b) *controls a majority of the shareholders' votes in such other employer; or*

(c) *owns a majority of such employer's registered (subscribed) capital;*

unless it is proven that another employer in such group of employers has a stronger influence. If in a Community-scale group of employers there are more employers meeting the above criteria, the controlling employer shall be determined according to the criteria in the order stated in the second sentence. For this purpose, the controlling employer's rights relating to voting and appointment shall also include the rights of any controlled employer and those of any person or organ (body) acting in the controlling employer's name or in the name of any controlled employer (i.e. any employer controlled by the controlling employer). However, an employer who in relation to another employer has an interest pursuant to Article 3(5)(a) or (c) of the (EEC) Council Regulation No. 4064/89 of 21 December 1989 on the control of concentrations between undertakings (referred to as "the Merger Regulation") shall not be deemed to be a controlling employer (a controlling undertaking).

(7) *For the purposes of this Code, "central management" (in Czech "ústředí") shall mean the central management of a Community-scale employer or, in the case of a Community-scale group of employers, of the controlling employer. If such central management is not in a Member State, a representative appointed by the central management shall be regarded as the central management for the purposes of this Code. If this representative has not been appointed, the employer (undertaking) employing the highest number of employees in a Member State (in comparison with the number of employees in other Member States) shall be regarded as the central management.*

(8) *The provisions on information and consultation shall only apply to employers with their seats in Member States, unless a wider scope is agreed.*

(9) *For the purposes of this Code, the number of employees shall be determined as the average number in the two years preceding submission of a request or preceding the commencement of negotiations by the central management pursuant to section 25e(2). The central management is obliged to provide employees or their representatives with information on the total number of employees and their structure (composition) in order to establish whether a European works council or some other procedure for transnational information and consultation may be set up. Employees or their representatives can ask their employer for such information, and he is obliged to obtain this information from the central management.*

(10) *Section 25c(3) shall apply to members of a special negotiating body (committee) or European*

works council and to employees' representatives (according to another agreed procedure), as well as to employers.

Section 25e

Special Negotiating Body

(1) ***A special negotiating body (also referred to as "a negotiating committee"; in Czech "vyjednávací výbor") is set up in order to negotiate with the central management the establishment of a European works council or a procedure to be used for providing transnational information and consultation.***

(2) ***Negotiations concerning the setting-up of a special negotiating body shall be opened by the central management acting either on its own initiative or at the written request of a minimum of 100 employees of at least two employers (undertakings) in two different Member States or at the written request of the employees' representatives.***

(3) ***Such special negotiating body shall have a minimum of three and a maximum of 17 members. Its members shall be employees of one Community-scale employer (undertaking) or one Community-scale group of employers (undertakings). Employees employed within the territory of each Member State where their Community-scale employer or group of employers has an establishment shall be represented by one member. A supplementary (i.e. further) member shall represent employees for each Member State where they constitute at least 25% of all such employer's employees, while two supplementary members shall represent employees for a Member State where they constitute at least 50% of such employer's employees, and three supplementary members shall represent employees for a Member State where they constitute at least 75% of all such employer's employees.***

(4) ***One or more members of the special negotiating body shall be appointed from among employees in the Czech Republic by the employees' representatives at a joint meeting. If no employees' representatives are appointed, or if such representatives fail to function, the employees may elect representatives who will participate in the joint meeting on their behalf and in their name for the purpose of electing one or more members of the special negotiating body. The number of votes which each representative has at the joint meeting shall be allocated according to the number of employees represented by such representative.***

(5) ***The central management shall convene a constituent meeting of the special negotiating body forthwith after it receives information that the members of the special negotiating body have been appointed. The members shall elect a chairman at such constituent meeting of the special negotiating body. This special negotiating body shall have the right to meet separately before each negotiation with the central management. If necessary, the special negotiating body may invite experts to its meeting.***

(6) ***Unless it is further provided for otherwise, the special negotiating body shall adopt resolutions (i.e. take decisions) by a majority of votes of all its members.***

(7) ***Negotiations between the central management and the special negotiating body, the European works council and any other organ (body) concerned with another procedure for providing transnational information and consultation must be conducted in a spirit of co-operation.***

(8) ***The venues and dates for joint negotiations shall be agreed between the special negotiating body and the central management. The cost of the special negotiating body's work shall be covered by the employer.***

Section 25f

Resolution to Terminate Negotiations

The special negotiating body may adopt a resolution by at least a two-thirds majority of all its members that negotiations will not be opened or that negotiations already opened will be terminated. Such a decision shall be minuted and signed by all members of the special negotiating body. A copy of the minute shall be sent to the central management, and the latter shall inform both employers and employees or their representatives of such decision. A new request under section 25e(2) may be submitted no earlier than two years after the adoption of such resolution (decision), unless the central management and the special negotiating body agree a shorter period.

Section 25g

(1) *The central management and the special negotiating body may agree to establish a European works council or another procedure for providing transnational information and consultation. They shall not be thereby bound by the provisions of sections 25j to 25l.*

(2) *A European works council may be enlarged by including representatives of the employer's employees from States which are not members of the European Communities, if this is agreed by the central management and the special negotiating body.*

Section 25h

European Works Council Established by Agreement

An agreement to establish a European works council must be in writing and include in particular the following:

(a) *a determination of all the employers to whom it relates;*

(b) *the manner of establishing and the composition of such council, the number of its members and substitutes and its term of office;*

(c) *the venue, frequency and duration of its deliberations;*

(d) *the tasks, powers and obligations of such council, the central management and employers with regard to employees' right to information and consultation;*

(e) *the method of convening meetings;*

(f) *the method of financing work of such council;*

(g) *the procedure to be followed in the case of organizational changes;*

(h) *the period of effectiveness of the agreement to establish a European works council, and the possibility of renegotiating the agreement, including transitory provisions.*

Section 25i

Agreement on Another Procedure for Providing Transnational Information and Consultation

An agreement on another procedure for providing transnational information and consultation must be in writing and include in particular the following:

(a) *the subject of the information and consultation, especially its transnational nature, as this relates to important interests of the employees;*

(b) *the method of facilitating joint discussion by employees' representatives on information provided by the central management;*

(c) ***the method of facilitating consultation with the central management or another competent level of management.***

Section 25j

European Works Councils Established under this Code

(1) ***A European works council shall be established under this Code if:***

(a) ***this is jointly agreed by the central management and the special negotiating body; or***

(b) ***the central management refuses to open negotiations within six months of the filing of an employees' request under section 25e(2) for the setting-up of a European works council or another procedure for providing transnational information and consultation; or***

(c) ***within three years of the filing of a request under section 25e(2), no procedural agreement has been reached between the central management and the special negotiating body, and the special negotiating body has not adopted a resolution under section 25f to terminate negotiations.***

(2) ***Members of the European works council shall be appointed from among employees at a joint meeting of employees' representatives. If employees' representatives have not been appointed, or they fail to function, at an employer's undertaking (enterprise) or its part, the employees of such employer shall elect a representative to take part on their behalf in the joint meeting. The allocation of votes at such meeting shall be determined in proportion to the number of employees represented.***

(3) ***A European works council shall have a minimum of three and maximum of 30 members. Employees of an employer in each Member State shall be represented by one member. If a Community-scale employer or Community-scale group of employers has less than 10,000 employees in Member States, in each Member State where such employees constitute at least 20% of all the employer's employees, they shall be represented by a supplementary member. Employees in each Member State where they constitute at least 30% of such employer's employees shall be represented by two supplementary members, and in a Member State where they constitute at least 40% of the employer's employees, they shall be represented by three supplementary members, whereas in a Member State where they constitute at least 50% of the employer's employees, they shall be represented by four supplementary members. Employees in a Member State where they constitute at least 60% of the employer's employees shall be represented by five supplementary members, while employees in a Member State where they constitute no less than 70% of the employer's employees shall be represented by six supplementary members, and if at least 80% of such employer's employees are in one Member State, they shall be represented by seven supplementary members.***

(4) ***If a Community-scale employer or a Community-scale group of employers has at least 10,000 employees in Member States, in each Member State where such employer's employees constitute at least 20% of all the employer's employees, they shall be represented by a supplementary member. In a Member State where the employer's employees constitute at least 30% of all such employer's employees, they shall be represented by three supplementary members, and if they constitute at least 40% of all the employer's employees, they shall be represented by five supplementary members, while if they constitute at least 50% of all the employer's employees, they shall be represented by seven supplementary members. If there are at least 60% of all the employer's employees in one Member State, they shall be represented by nine supplementary members and if there are at least 70% of all the employer's employees in one Member State, they shall be represented by 11 supplementary members while if they constitute at least 80% of all the employer's employees, they shall be represented by 13 supplementary members.***

(5) ***Members of a European works council in the Czech Republic shall be appointed from among local employees at a joint meeting of employees' representatives. If employees' representatives are not***

appointed or they fail to function at the employer's enterprise (undertaking), the employees shall appoint a representative who will take part in the joint meeting on their behalf. The allocation of votes at such a joint meeting shall be proportionate to the number of employees represented.

(6) *A European works council shall communicate the names of its members and their addresses forthwith to the central management, which shall pass on such information to the employers and the employees' representatives, or to the employees.*

(7) *The term of office of members of a European works council shall be four years. After the expiry of four years from the constituent meeting, the European works council concerned shall vote on a resolution about whether it will negotiate with the central management under section 25e, or whether another (successor) European works council will be established under this section. Such resolution shall be adopted by a two-thirds majority of all the members appointed to the council. Section 25e shall apply to negotiations (with the central management).*

(8) *At least once every calendar year the central management shall consult the European works council in particular about the following:*

(a) *the organizational structure of the employer's undertaking (enterprise) and its economic and financial situation;*

(b) *likely trends in its (business) activities, production (output), sales and employment;*

(c) *investments and substantial changes in work organization and technologies;*

(d) *any transfer of the employer's undertaking or a part of such undertaking (business activities), the reasons for any such transfer, its major consequences (implications) and measures affecting employees;*

(e) *large-scale dismissals, the reasons for them, the numbers involved, their structure, the criteria to be used when determining which employees are to have their employment relationship terminated, and the benefits to which such employees will be entitled in addition to the benefits ensuing from the statutory provisions (regulations).*

(9) *Should extraordinary circumstances occur which substantially affect the employees' interests, the central management shall inform forthwith the European works council of such circumstances and, at its request, consult it about the necessary measures. If a committee under section 25k(2) has been established, the central management may consult this committee. However, the central management must enable those members of the European works council who were elected or appointed at the undertaking to which such measures relate to take part in such consultation. Extraordinary circumstances shall in particular mean:*

(a) *the winding-up, dissolution or transfer of the employer's undertaking (business) or a part of it;*

(b) *large-scale dismissals.*

(10) *The central management shall inform the European works council in writing and consult it on the matters under subsections (8) and (9) if they involve at least two undertakings (businesses) in two different Member States; the powers of the European works council apply only to matters which relate to the Member States.*

Section 25k

(1) *The central management shall forthwith convene the constituent meeting of a European works council. At such meeting the members of the council shall elect a chairman and a deputy chairman.*

(2) *The chairman of such European works council, and in his absence his deputy, shall represent the*

council in its outside dealings and direct its ordinary activity. If such council considers it necessary, it shall appoint a three-member committee consisting of the chairman and two other members. The members of such committee must be from at least two different Member States. The committee shall direct the ordinary activity (of the council).

(3) ***A European works council has the right to meet without the presence of the competent managerial staff to discuss information passed on to the council by the central management. The venue and date of such meeting shall be agreed with the central management. The deliberations of a European works council shall not be open to the public. It can invite experts to its meeting if this is necessary for fulfilment of its tasks. It can also invite managerial staff to its meeting to provide supplementary information and explanations.***

(4) ***Unless it is provided for otherwise, a European works council may adopt resolutions (i.e. take decisions) if more than one half of its members are present; a resolution shall be adopted by a simple majority of the votes of those members attending the meeting.***

(5) ***A European works council may determine its own procedural rules, which must be in writing and approved by a majority of all members of the council.***

Section 25l

If the central management and the special negotiating body have agreed that the European works council will be enlarged to include representatives from countries which are not Member States of the European Communities, unless the agreement between the central management and the special negotiating body provides for otherwise, members of such council to act on behalf of employees of an employer (undertaking) seated in the Czech Republic shall be appointed from among such employees by the employees' representatives at a joint meeting. If such employees' representatives are not appointed or if they do not function in (part of) the employer's enterprise, the employees there may elect their representative for the joint meeting. The votes at such meeting shall be allocated in proportion to the number of employees represented. Section 25c shall similarly apply.

Section 26

Organs (bodies) superior to employers shall monitor how employers fulfil their obligations when forming and developing labour relations [section 8(3)], ascertain the reasons why provisions of the labour legislation have been breached, draw conclusions therefrom and systematically create conditions for compliance with such provisions.

PART TWO

EMPLOYMENT RELATIONSHIPS

CHAPTER I

COMMENCEMENT, MODIFICATION AND TERMINATION OF AN EMPLOYMENT RELATIONSHIP

Section 27

(1) While working for a wage, an employee in an employment relationship shall share in performance of the employer's tasks in accordance with the employer's instructions.

(2) An employment relationship shall be based on a contract between an employer and an employee.

(3) An employment relationship shall be based on election in the cases laid down in special provisions, or in the statutes (by-laws) or resolutions of the competent organs of co-operatives or civic associations (the latter having been established in accordance with another Act; Note 29).

(4) An employment relationship shall be based on appointment in the case of (senior) managerial staff who are nominated to their position in accordance with other statutory provisions and when such staff are nominated to their position by a statutory organ (of an employer which is a legal entity) or by an employer (who is an individual).

(5) "Managerial staff posts" are posts to which the statutory organ (in the case of a legal entity) or the employer (when the employer is an individual) nominates employees, namely posts:

(a) over which direct control is exercised by:

1. the statutory organ, if the employer is a legal entity;
2. the employer, if the employer is an individual;

(b) over which direct control is exercised by another member of the managerial staff who is directly subordinate to:

1. the statutory organ, if the employer is a legal entity;
2. the employer, if the employer is an individual;

under the condition that another member of the managerial staff is subordinate to this person;

(c) in central state authorities.

In the case of an employer which is a legal entity, the appointment or recall of managerial staff may be effected exclusively by the statutory organ and, in the case of an employer who is an individual, exclusively by the employer. If the State is the employer, such appointment and recall may be effected exclusively by the head of such state organizational component (authority, establishment; Note 40). The power of appointment and recall cannot be delegated to another person.

Division 1

Employment Contracts and the Commencement of Employment Relationships

Section 28

Prior to entering into an employment contract, the employer is obliged to acquaint his employee with the rights he will acquire and the obligations he will assume under the employment contract and with the working and wage conditions under which he is to perform his work. In cases specified by the state health administration authorities, the employer shall ensure that prior to entering into an employment contract the employee undertakes a pre-entry medical examination. Sections 1(3) and (4) and 7(2) to (6) shall similarly apply.

Section 29

(1) In the employment contract the employer is required to come to an agreement with the employee

upon:

(a) the type of work in which the employee will be engaged;

(b) the place where the work will be performed (a city, town or village and organizational unit, or an otherwise specified place);

(c) the day the employee will take up his work.

(2) In addition, other conditions which are of interest to the parties may be agreed in the employment contract. It can be agreed in writing in such contract that for a certain period, not exceeding one year, after the termination of his employment relationship, the employee may not engage in activity, for another employer or on his own account, which was the subject of his activity for the employer, or any other activity which would compete with his employer's business activities, bearing in mind the conditions under which this can be justly required of such employee; an adequate contractual (conventional) fine may be agreed for any breach of such obligation. A competition clause which is contrary to the above-mentioned conditions shall be void.

(3) The employer may agree with a senior employee (a senior executive), whose employment relationship is based on appointment or election, that he is entitled to redundancy (severance) pay in the event of such senior employee (executive) being recalled from his post before expiry of his tenure, provided that a competition clause is simultaneously agreed in the contract. Any other arrangements on severance pay which contradict the above-mentioned conditions shall be void.

Section 30

(1) An employment relationship is agreed for an indefinite period of time, unless it is a fixed-term contract, in which case such term must be explicitly stated in the contract, or when the contract or an amendment to it fails to meet the conditions under subsections (2) or (3) below.

(2) An employment relationship for a fixed term may not be agreed with:

(a) graduates of secondary and university-level schools, apprentice vocational schools or apprentice schools if they enter into an employment relationship for work which corresponds to their qualifications; the term "graduate" shall mean an employee whose entire period in employment or an analogous relationship, after successful completion of his studies (preparation), does not exceed two years. Such two-year period shall not include an employee's basic military (or alternative) service, maternity leave and additional maternity leave or time off when a man's absence from work is excused by the employer under section 127(2)* because such employee is entitled to parental benefits;

(b) adolescents;

(c) employees specified in a collective bargaining agreement.

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* Section 127(2) was repealed under Act No. 155/2000 Coll. as of 1 January 2001.

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(3) The prohibition under subsection (2) shall not apply in cases where an individual submits a written request for a fixed-term employment relationship to his employer.

Section 31

(1) An employment contract may also contain a provision for a trial (i.e. probationary) period which, unless a shorter period is agreed, shall last three months. An agreed trial period may not be subsequently

extended.

(2) A period of time in the trial period not exceeding ten working days, during which the employee cannot work due to impediments at work, shall be calculated as part of the trial period.

(3) The trial period must be agreed in writing, otherwise the agreement on it shall be void.

Section 32

(1) Every employer is required to conclude an employment contract in writing. If, however, it concerns an employment relationship which is to last for a term of less than one month, the employer is only required to conclude the contract in writing if the employee so requests, or if the contract is with an employee who has been deprived of his capacity to perform acts in law, or whose capacity to perform acts in law has been restricted by a judicial decision (ruling, judgment).

(2) Every employer is obliged to provide his employee with a copy of the written employment contract.

(3) Where an employment contract does not contain information about the rights and obligations ensuing from the employment relationship, the employer shall inform the employee of these in writing, no later than one month after the start (creation) of such employment relationship; this shall also apply when there are changes in the employee's rights and obligations. Such information must include the following:

(a) the employee's name and the employer's designation and seat if such employer is a legal entity, or the employer's name and address, if such employer is an individual (a natural person);

(b) details of the type of work and the place where it will be carried out;

(c) the annual leave entitlement, or the manner in which such entitlement will be determined;

(d) information about notice periods relating to termination of the employment contract;

(e) information about the wage and remuneration system, payment dates and the place and method of payment;

(f) weekly working time and its schedule.

(4) If an employee is (temporarily) posted by his employer to carry out work in another State, the employer shall inform such employee in advance of the period of such posting and of the currency in which his wage will be paid.

(5) The information under subsections (3)(c), (d) and (f) and (4) can be replaced by a reference to the relevant labour legislation (regulations) or collective bargaining agreement, or to the internal regulations issued by the employer.

(6) An employer's obligation to inform his employees in writing of the fundamental rights and obligations ensuing from an employment relationship shall not apply to employment relationships agreed for a fixed-term of less than one month.

Commencement of an Employment Relationship

Section 33

(1) An employment relationship based on an employment contract is established on the day agreed in the employment contract as the day when the employee will commence working for the employer.

(2) If the employee fails to start working on the agreed day for reasons other than an impediment, or if he fails to notify the employer of such impediment within one week, the employer may cancel the employment contract.

Section 34

Repealed

Section 35

Obligations Ensuing from an Employment Relationship

(1) As of the day when an employment relationship is established,

(a) the employer shall assign an employee work in accordance with his employment contract, pay him wages for the work performed, create conditions for the successful performance of his work tasks, and comply with other working conditions laid down in the statutory provisions, collective bargaining agreement or employment contract;

(b) the employee shall personally perform the work designated in his employment contract, in accordance with his employer's instructions, during the determined working time and comply with work discipline.

(2) Upon starting work, each employee must be fully acquainted with the employer's current work code (section 82), as well as with the labour and other statutory provisions for ensuring safety and the protection of health at work which he must adhere to while working. Each employee must also be fully acquainted with the collective bargaining agreement and internal regulations.

(3) The employer shall submit to the competent trade union organization (organ, body) within a period of time mutually agreed, a report on the establishment of new employment relationships.

Division 2

Modification of an Employment Relationship

Section 36

Modification of Agreed Working Conditions

(1) The terms agreed in an employment contract may be modified only if the employer and the employee agree on their modification. If the employment contract was concluded in writing, the employer must modify the contract in writing as well.

(2) The employee shall only perform work (a job) of a different kind (type) or in a different place from that agreed in the employment contract as an exception, in the cases stipulated in sections 37 and 38.

Section 37

Transfer to Other Work

(1) An employer is required to transfer an employee to other work:

(a) if, according to a medical opinion of a medical expert or according to a ruling of the state health administration or social security authority, his state of health is such that he can no longer continue to perform his current work in the long-term, or that he cannot be permitted to perform such work because he is suffering from, or threatened by, an occupational disease, or according to a ruling of the competent agency concerned with the protection of public health he has been subjected to a maximum

permissible level of exposure (Note 5) at the workplace;

(b) if a pregnant woman, or a woman who is breastfeeding or the mother of a child under nine months of age, is engaged in work which she may not perform, or which, according to a medical opinion, endangers her pregnancy or her mother's role;

(c) if, according to a medical opinion or a ruling of the state health administration authority, this is necessary to protect the health of others from infectious diseases;

(d) if this is necessary, according to the final (enforceable) decision (ruling) of a court;

(e) if an employee who works at night is, in the opinion of a medical expert, unfit for such work; (f)

if this is requested by a pregnant woman, or a woman who is breastfeeding, or the mother of a child under nine months of age who works at night.

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

(a) if he has given the employee notice of termination (of his employment) on one of the grounds pursuant to section 46(1)(e) or (f);

(b) if criminal proceedings have been initiated against such employee on suspicion that he has committed an intentional criminal act during his performance of work or directly-related tasks, which has resulted in damage to the employer's property, such transfer lasting for the period until the criminal proceedings have been fully and finally concluded;

(c) if the employee has temporarily lost the prerequisites laid down in statutory provisions for performance of the agreed work, but in such case for a total of no more than 30 working days in the calendar year.

(3) If it is not possible to attain the purpose of the transfer under the preceding subsection by transferring the employee within the framework of the employment contract, the employer may in such cases also transfer him to work of a different type from that agreed in the employment contract, even if the employee does not agree to it.

(4) During a period when it is inevitable, the employer may transfer an employee, even without his consent, to do other work than that agreed:

(a) if the employee cannot do his (usual) work because of an interruption of work due to a breakdown or similar reason (idle time; section 129) or due to unfavourable weather;

(b) if this is necessary to avert a natural disaster or some other imminent accident, or to mitigate its immediate consequences.

(5) When transferring an employee to other work, the employer shall consider whether the work is suitable for the employee, taking into account the state of his health, his abilities and also, where possible, his skills (qualifications).

(6) The employer shall in advance discuss with the employee the reason for his transfer to other work and the period for which such transfer is to last; if an employment contract was concluded in writing and, as a result of the employee's transfer it is modified, the employer shall provide the employee with written notification of the grounds for his transfer to other work and of the period of its duration, with the exception of the cases pursuant to subsection (2)(c) or (4).

Section 38

Business Trips and Transfers to Another Place

(1) “A business trip” shall mean a limited period of time when an employee is working away from his

agreed workplace, on the instructions of his employer. An employee can be instructed by his employer to undertake a business trip for the necessary period if this is agreed in his employment contract. An employee who is on a business trip shall perform his work according to the instructions given by the manager who decided to send him on such business trip.

(2) If an employer instructs an employee to undertake a business trip to another establishment (or to another employer), the employer may authorize another manager (or another employer) to give the employee instructions regarding his work, or to organize, manage and supervise his work [sections 9(3) and 10(2)]; the extent of this authorization must be defined. The employee must be informed of the authorization pursuant to the preceding sentence. However, managers of other employers may not undertake acts in law in relation to the employee on behalf of the latter's employer.

(3) An employee may only be transferred to work in a workplace (place) other than that agreed in the employment contract with his consent and within the framework of employer's enterprise, if this is necessary because of operational requirements. The competent manager at the establishment (organizational division) to which the employee is transferred shall assign work to the transferred employee, organize, manage and supervise his work, and give him instructions for that purpose.

(4) The employer with whom the employee is in an employment relationship may conclude a written agreement with such employee on transferring (assigning) this employee to perform work for another legal entity or individual. Such agreement must include the designation of the legal entity, or the first name and surname of the individual to whom/which the employee will be transferred (assigned), the day when the temporary transfer arises, the type of work and the place where it will be performed, and the period of the temporary transfer. The Government shall regulate the detailed conditions (terms) applying to temporary transfers (assignments) of employees in a decree.

Section 39

Reassignment of an Employee to his Original Job

If the reasons for which the employee was, under the preceding provisions, assigned (transferred) to other work or transferred to a workplace other than that agreed in his employment contract no longer apply, or if the agreed period of such transfer expires, the employer shall reassign the employee to his original job and workplace, unless he has agreed with the employee otherwise. If for serious operational reasons it is not possible to reassign such employee to his (original) job, he must be reassigned to a job which conforms to his employment contract and, if possible, to the same workplace as before.

Section 40

Transfers at the Request of an Employee

If an employee asks to be assigned (transferred) to other work or to another workplace, or to be transferred to a different workplace because, in the opinion of a medical expert, he is not fit to continue performance of his present job or to continue working at his present workplace, or for other serious reasons, the employer shall comply with his request as soon as the employer's operational possibilities so permit. At the same time, the employer must see to it that both the job and the workplace to which such employee is to be transferred are suitable for him.

Section 41

Trade Union Participation in Job Transfers

If pursuant to section 37 an employer exceptionally transfers an employee to work (a job) other than

that stated in his employment contract and the employee does not agree to this, the employer may transfer him only after consulting the competent trade union organization (body, organ) on the matter. This shall not be necessary if the total period of the transfer (assignment) is not to exceed 22 working days in one calendar year.

Division 3

Termination of an Employment Relationship

Section 42

(1) An employment relationship may be severed by:

(a) agreement;

(b) notice of termination;

(c) immediate cancellation; or

(d) termination during the trial (probationary) period.

(2) An employment relationship agreed for a fixed term terminates upon expiry of the agreed period.

(3) If it has not already terminated in some other manner, the employment relationship of a foreigner or a stateless person shall terminate:

(a) on the day on which his stay (residence) in the Czech Republic is to end according to a final (enforceable) decision cancelling his residence permit;

(b) on the day when a decision (ruling) to expel such person from the Czech Republic acquires legal force.

(4) An employment relationship terminates upon the death of an employee.

Section 43

Agreement

(1) If an employer and employee agree to sever an employment relationship, it will end on the agreed day.

(2) An agreement between the employer and his employee to sever the employment relationship must be in writing. The reasons why the employment relationship is being severed must be stated in the agreement if the employee so requests.

(3) The employer shall provide the employee with one copy of the agreement on severance of the employment relationship.

Section 44

Notice of Termination

(1) Both an employer and his employee may sever the employment relationship by giving notice of termination. The notice must be in writing and delivered to the other party, or else it is void.

(2) An employer may give notice of termination to his employee only for the grounds explicitly stated in section 46(1); the grounds for termination must be specified in such a way that it is not be possible to

confuse them with other grounds, otherwise the notice is void. The grounds for termination may not be subsequently changed.

(3) A notice delivered to (served on) the other party may only be withdrawn with the other party's consent; the withdrawal (revocation) and the consent to withdrawal must be in writing.

Section 45

Notice Periods

(1) If a notice of termination is given, the employment relationship will end upon expiry of the notice period. The notice period is the same for employers and employees and shall be two months, unless further provided for otherwise. In the case of a notice of termination under section 46(1)(a) to (c), the period of notice shall be three months.

(2) A notice period shall commence on the first day of the calendar month following delivery of the notice and end upon expiry of the last day of the relevant calendar month, apart from the exemptions ensuing from sections 47(2), 48(2), 49(b), 52(6) and 70b(1).

Notice Given by an Employer

Section 46

(1) An employer may give notice to an employee only for the following grounds:

(a) if the employer's enterprise (or undertaking), or part of it, shuts down;

(b) if the employer's enterprise (or undertaking) or part of it, relocates;

(c) if the employee is to be made redundant because of a decision by the employer or its competent organ to change the enterprise's activities or its technology, to reduce the number of employees for the purpose of increasing labour efficiency, or to make other organizational changes;

(d) if the state of the employee's health is such, according to the opinion of a medical expert or a ruling of the state health administration authority or social security authority, that he is no longer able in the long-term to perform his existing work, or he is not permitted to do the work because he suffers from an occupational disease or faces the 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;

(e) if the employee does not meet the prerequisites laid down in statutory provisions for performance of the agreed work (job), or if, through no fault on the employer's part, he does not meet the requirements for proper performance of such work; if his failure to meet these requirements is the result of unsatisfactory work, the employee may be given notice for this reason only if, during the previous 12 months, the employer called upon him in writing to eliminate the defects (in his work), and the employee failed to do so within a reasonable period of time;

(f) if there exist grounds upon which the employer might immediately terminate the employment relationship, or due to serious breaches of work discipline; for consistent but less serious breaches of work discipline, the employee may be given notice if, during the previous six months in connection with such breaches, he was warned in writing of the possibility of being given notice of termination.

(2) The employer may only give notice of termination to an employee in cases which do not involve breaches of work discipline or grounds for which the employment relationship could be immediately terminated if:

(a) it is not possible for the employer to employ him further in the place which was agreed as his place of work, or in the employee's place of residence, even after a prior period of retraining;

(b) the employee is not willing to be transferred to other work which is suitable for him and which the employer offered him in the place agreed as his place of work, or in the place of the employee's residential (home) address, and if the employee is not ready to undertake retraining for such other work.

(3) For a breach of work discipline, or on grounds for which the employment relationship may be immediately terminated, the employer may only give the employee notice during a period of two months from the day on which he learned of the grounds for termination, and, if the employee breaches work discipline in a foreign country, within two months of his return from abroad, but in all cases no later than one year after the day on which the reason for giving notice (dismissal) arose.

(4) If, during the course of the two-month period pursuant to the preceding subsection, an employee's conduct which can be regarded as a breach of work discipline becomes a subject of investigation by another organ, the employer may give notice within two months of the day when he learned of the results of such investigation. If approval by the competent state administrative authority is required before notice can be given, the time from the day when the application for such approval was submitted until the day when the decision of the state administrative authority becomes final (legally effective) shall not be counted as part of this period.

Section 47

(1) If an employee is given notice for any of the grounds pursuant to section 46(1)(a) to (d), the employer shall, in co-operation with the competent state administrative authority, actively assist him in obtaining other suitable employment (another suitable job).

(2) When giving notice for the grounds pursuant to section 46(1)(c) to a single female or single male employee who is bringing up a child under the age of 15 years, or to a disabled employee who is not a recipient of a pension, or to an employee because he is no longer permitted to continue performance of his present work due to the threat of an occupational disease, or to an employee who has been subjected at the workplace to the maximum level of exposure permitted by a ruling of the competent public health protection authority, the employer shall ensure that such employee obtains another suitable job, if need be, with the assistance of the employer's superior organ. In such cases the notice period does not end until the employer fulfils this duty, unless the employer agrees otherwise with the employee.

(3) The employer is not obliged to give active assistance to an employee in obtaining another suitable job, or to ensure that he obtains it, if the employee is not willing to transfer to another job which is suitable for him and which the employer offered him before he gave him notice. The employer shall cease to be under this obligation if, for no good reason, the employee refuses another suitable job which he could have taken up.

Prohibition of Notice

Section 48

(1) An employer may not give notice during a protective period, namely:

(a) during a period when it is recognized that the employee is temporarily unfit to work due to illness or injury, unless he intentionally brought on this incapacity or it was caused by drunkenness, or during a period when it was proposed that he should receive treatment in a medical (health care) establishment or a spa, until such treatment is finished; if he contracts tuberculosis, this protective period shall be extended for six months after his discharge from treatment at a health care establishment;

(b) if he is called up for duty in the armed forces, from the day when he receives the call-up order, or when a notice containing a mass call-up order is publicly posted, until two weeks after his discharge from such duty; this provision similarly applies if he performs (alternative) civilian service (Note 16);

(c) during a period when the employee has been given long-term unpaid time off in order to perform public office;

(d) during a period when a female employee is pregnant or on maternity leave, or when a single female or male employee is bringing up at least one child under three years of age;

(e) during a period when a night worker is recognized, on the basis of a medical expert's opinion, as being temporarily unfit for night work.

(2) If an employee is given notice prior to the start of a protective period, so that the notice period would expire during such period, the protective period shall not be counted as part of the notice period; the employment relationship shall terminate only after the end of the protective period, upon expiry of the remaining part of the notice period, unless the employee states that he will not insist upon prolongation of his employment relationship.

Section 49

It shall not be prohibited to give notice if such notice is given to an employee:

(a) due to organizational changes, as stated in section 46(1)(a) and (b);

(b) on grounds for which the employer may immediately terminate the employment relationship, except in the case of a female employee on maternity leave [section 157(1)] and of a male who is on parental leave for a period which is the same as that to which a female employee (mother) on maternity leave would be entitled, if a female or male employee is given notice on these grounds before going on maternity or parental leave, so that the notice period would expire during such employee's maternity or parental leave, the notice period shall end at the same time as the employee's maternity or parental leave;

(c) for other breaches of work discipline [section 46(1)(f)], except in the case of a pregnant employee, a female employee or a male employee who is bringing up a child under three years of age.

Section 50

An employer may only give notice to a disabled employee with the prior consent of the competent state administrative authority, otherwise the notice is void; such consent is not required when notice is given to an employee over 65 years of age, or for the grounds pursuant to section 46(1)(a), (b) or (f).

Section 51

Notice Given by an Employee

An employee may give notice to his employer for any ground whatsoever or without stating a ground.

Section 52

Large-Scale Dismissals (Collective Redundancies)

(1) A large-scale dismissal (or collective redundancies; in Czech “hromadné propouštění”) shall mean the termination of employment relationships by an employer in a period of 30 calendar days on the basis of

notice given pursuant to section 46(1)(a) to (c) to a minimum of:

(a) ten employees, in the case of an employer employing from 20 to 100 employees; or

(b) 10% of employees, in the case of an employer employing from 101 to 300 employees; or

(c) 30 employees, in the case of an employer employing more than 300 employees.

If the 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 letters (a) to (c) shall also include those employees with whom the employer severed their employment relationships by agreement on the same grounds in the same period.

(2) At least 30 days before giving notice of termination to individual employees, the employer shall notify the competent trade union organization (body) or the works council in writing of his intention, so that he can consult and reach agreement with them, in particular on measures to avoid or reduce such large-scale (collective) redundancies and mitigate the adverse consequences for his employees, especially by the possible transfer of such employees to alternative suitable jobs at his other workplaces. Prior to such consultation, the employer shall provide the necessary information and documents to such trade union organization (body) or works council.

(3) The employer shall simultaneously notify the competent labour office in writing of measures pursuant to subsection (2), in particular the grounds for them, the total number of employees and the number and composition of employees who will be affected by such measures, the period during which large-scale redundancies will occur, the criteria proposed for selecting employees who are to be made redundant, and the date when consultation (negotiations) with the competent trade union organization (body) or works council will begin. The employer shall deliver one copy of the written report to the competent trade union organization or the works council.

(4) The employer shall prove that he has delivered a written report to the competent labour office on his decision to effect large-scale (collective) redundancies and the result of consultation (negotiations) with the competent trade union organization (organ, body) or works council. The report must state the total number of employees and the number and composition of employees who will be affected by such redundancies. One copy of the report shall be delivered to the competent trade union organization (body) or works council. The competent trade union organization (body) or works council may independently give its opinion on the employer's written report and deliver this to the competent labour office. Where a bankruptcy order has been adjudged against the employer's enterprise (undertaking), the employer shall only provide the labour office with such written report at its request.

(5) If no trade union organization (body) or works council has been formed at the employer's enterprise (undertaking), or if it is not functioning, the employer shall have to fulfil the obligations pursuant to subsections (2) to (4) in relation to every employee affected by such large-scale (collective) redundancy.

(6) The employment relationship of an employee, who is affected by a large-scale redundancy, shall be terminated by notice no earlier than 30 days after the day when the employer's written report under subsection (4) is delivered to the competent labour office, unless the employee concerned declares that he does not insist on observance of such time-limit. This shall not apply if a bankruptcy order has been adjudged against the employer's enterprise (undertaking), or if composition proceedings (concerning the employer's enterprise) have been affirmed.

(7) The employer shall inform his employees of the day when his written report pursuant to subsection (6) was delivered to the labour office.

Immediate Termination

Section 53

(1) An employer may immediately terminate the employment relationship with an employee only exceptionally, namely in the following cases:

(a) if the employee is sentenced for an intentional criminal act to unconditional imprisonment of at least one year and such sentence is final, or if he is sentenced to unconditional imprisonment of no less than six months for an intentional criminal act committed while performing his working tasks or in direct connection therewith and such sentence is final;

(b) if the employee breaches work discipline in an especially gross manner.

(2) The employer may only immediately terminate an employment relationship within a period of one month from the day when he learned of the grounds for immediate termination, and at the latest within one year of the day on which those grounds occurred (arose). The provisions of section 46(3) and (4) shall apply mutatis mutandis to the commencement and running of a monthly period.

(3) The employer may not immediately terminate an employment relationship with an employee who is pregnant or a female or a male employee who is bringing up a child under three years of age; however, for the grounds stated in subsection (1), the employer may sever the employment relationship with such employee by giving notice, except in the case of a female employee on maternity leave [section 157(1)] or a male employee who is on parental leave for the same period for which a woman (mother) is entitled to maternity leave.

Section 54

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

(a) in the opinion of a medical expert, he can no longer perform his work tasks without seriously endangering his health and the employer has not transferred him to suitable work within 15 days of the submission of such medical opinion;

(b) the employer has not paid his wages or compensatory wages within 15 days of the day they are due.

(2) An employee may immediately terminate his employment relationship only within one month of the day on which he learned of the grounds for immediate termination, or at the latest within one year of the day these grounds occurred (arose).

(3) An employee who immediately terminates his employment relationship is entitled to compensatory wages, equal to his average earnings, for the notice period.

Section 55

Immediate termination of an employment relationship must be notified by the employer or employee in writing, with the grounds explicitly stated so that they cannot be confused with other grounds, and the written notification being delivered to the other party within the determined period of time, otherwise it shall be void; the stated grounds may not be subsequently modified.

Termination of a Fixed-Term Employment Relationship

Section 56

(1) A fixed-term employment relationship shall end upon expiry of the agreed term. If the duration of the employment relationship is determined by a period in which a specific project (specific task) has to be completed, the employer shall notify the employee in time that the work will soon be completed, as a rule at least three days in advance.

(2) If, after expiry of the agreed term, the employee continues to work and the employer is aware of this, such employment relationship shall be deemed to have changed into an employment relationship agreed for an indefinite period, unless the employer agrees otherwise with the employee.

Section 57

A fixed-term employment relationship may also end prior to expiry of the agreed term in any manner pursuant to section 42.

Section 58

Termination of an Employment Relationship during the Trial Period

(1) During a trial (probationary) period, both the employer and the employee may terminate the employment relationship in writing for any ground whatsoever or without stating a ground.

(2) Written notification of termination of the employment relationship should, as a rule, be delivered to (served on) the other party three days prior to the day when the employment relationship is to end.

Section 59

Trade Unions and Severance of an Employment Relationship

(1) An employer shall discuss a notice of termination or immediate termination of an employment relationship in advance with the competent trade union organization (body).

(2) If the notice of termination or immediate termination of an employment relationship concerns a member of the trade union organization (body) authorized to co-decide with the employer during such member's term of office or for a period of one year afterwards, the employer shall ask such organization (body) for its prior consent to the measure pursuant to subsection (1). Where the competent trade union organization (body) does not refuse to give its prior consent in writing within 15 days of the day when the employer asked for it, it shall be understood that the trade union organization (body) has given its consent.

(3) The employer may only act on consent given pursuant to the preceding subsection within a two-month period after the day it was given.

(4) If the competent trade union organization (body) refuses to give its consent pursuant to subsection (2), the notice of termination or immediate termination of the employment relationship is thereby made void; if, however, the other conditions for giving notice of termination or immediate termination are met, and a court in a dispute pursuant to section 64 concludes that the employer may not justly be expected to employ such employee further, the notice of termination or immediate termination of the employment relationship shall be valid.

(5) At intervals agreed with the competent trade union organization (body), the employer shall notify such organization (body) of other cases where the employment relationship has been severed.

Section 60

Work References and Confirmation of Employment

(1) If an employee asks his employer to provide him with a reference relating to his work performance (a work reference), the employer shall provide such reference within 15 days; however, the employer is not obliged to provide it earlier than two months before the end of the employment relationship. All

documents relating to the appraisal of an employee's work, his skills (qualifications) and abilities, and other facts related to his work performance, shall form a reference.

(2) On termination of an employment relationship, the employer shall provide the employee with documentary confirmation of his employment, stating therein in particular the facts required by the implementing statutory provisions (regulations), and other documents concerning such employee's personal data.

(3) The employer may provide other information about an employee only with his consent, unless statutory provisions stipulate otherwise.

(4) If the employee disagrees with the contents of his work reference or the confirmation of his employment, within three months of learning of their contents, he may file a petition with a court seeking a ruling that the employer should amend the document.

Severance Pay

Section 60a

(1) An employee whose employment relationship is severed by notice of termination given by his employer on the grounds pursuant to section 46(1)(a) to (c), or by agreement on the same grounds, is entitled to severance pay in the amount of twice his average earnings at the end of his employment relationship. A collective bargaining agreement, or internal regulations, may increase severance pay pursuant to the preceding sentence by further multiples of the employee's average earnings or stipulate further conditions under which an employee is entitled to increased severance pay. This shall also apply to employers who are not engaged in business (entrepreneurial) activity.

(2) For the purposes of severance pay, “average earnings” means average monthly earnings (Note 32).

(3) The employer pays severance pay after termination of the employment relationship on the nearest pay-day fixed by the employer for the payment of wages, unless the employee agrees to accept severance pay on the day his employment relationship terminates or on a later pay-day.

Section 60b

(1) If, after termination of his employment relationship, the employee takes up employment with his previous (last) employer before expiry of the period determined by the multiples of average earnings paid to him as severance pay under section 60a(1), he shall refund such severance pay, or a proportionate part of it, to the employer.

(2) The proportionate amount of severance pay is determined according to the number of calendar days from his re-entry into employment until expiry of the period under subsection (1).

Section 60c

An employee is not entitled to severance pay:

(a) if the rights and obligations under labour relations pass to another employer due to an organizational change;

(b) if he performs work for the employer in a subsidiary employment relationship.

Division 4

Entitlements when Severance of an Employment Relationship is Void

Section 61

(1) Where an employer gives an employee notice which is void, or terminates an employment relationship either immediately or during the trial (probationary) period in a manner which is void, but the employee notifies the employer that he insists on the employer continuing to employ him, such employee's employment relationship persists and the employer shall pay him a compensatory wage. Such wage shall be in the amount of his average earnings as of the day when the employee notified the employer of his insistence that the employer continue to employ him until the time when the employer enables this employee to continue his work, or until the employment relationship is terminated in a valid manner.

(2) If the entire period for which such employee should be paid a compensatory wage exceeds six months, a court, acting on a petition (application) filed by the employer, may reasonably reduce such compensatory wage for a further period (i.e. over and above the initial six months), or not admit the employee's entitlement to a compensatory wage; in coming to such decision, the court shall in particular take into account whether the employee was employed elsewhere in the meantime, what kind of work (job) he was engaged in and his earnings, or why he did not take on (other) work (job).

(3) If the employer severs an employment relationship in a manner which is void, but the employee does not insist that his employment be continued, unless the employee agrees otherwise with the employer in writing, his employment relationship shall be deemed to have been terminated by agreement as follows:

(a) if he was given notice in a manner which was void, upon expiry of the notice period;

(b) if his employment relationship was terminated with immediate effect or within the trial period in a manner which was void, on the day when such employment relationship should have ended as a result of it being terminated; in such cases, the employee is entitled to a compensatory wage in the amount of his average earnings throughout the notice period.

Section 62

(1) If an employee gives a void notice of termination, or terminates his employment relationship immediately in a void manner, or terminates his employment relationship during the trial period in such manner, and the employer notifies him of his insistence that the employee continue to perform his work, his employment relationship shall continue. If the employee does not comply with the employer's notification, the employer may require the employee to compensate him for the damage caused to him (section 179), as of the day when he notified the employee of his insistence on continued performance of work (job) by such employee; however, such compensation of damage (i.e. damages) for the period which preceded the employer's assertion before the court that severance of the employment relationship was void is limited to a maximum of one month.

(2) If an employee severs his employment relationship in a manner which is void, but the employer does not insist that the employee continue to work, unless the employer agrees otherwise with the employee, the employment relationship shall be deemed to have been terminated by agreement:

(a) if the employee gave notice in a void manner, upon expiry of the notice period;

(b) if he terminated his employment relationship immediately or during the trial period in a void manner, on the day when the employment relationship was to terminate (as advised).

(3) In the cases pursuant to the preceding subsection, the employer cannot claim compensation of damage (i.e. damages) from the employee.

Section 63

In the case of a void agreement on severance of an employment relationship, the same procedure shall apply to the assessment of an employee's entitlement to compensation for lost wages as it applies when an employer gives notice of termination to an employee in a void manner (section 61). The employer cannot claim damages due to such agreement being void.

Section 64

Both an employer and his employee may claim before the (competent) court the fact that severance of an employment relationship by notice, by its immediate termination, by its termination during the trial period, or by agreement is void, but no later than two months after the day when the employment relationship was to have ended as a result of such severance.

Division 5

Election and Appointment

Section 65

(1) An employment relationship based upon election or appointment shall commence on the day designated for taking up such office. The rights and obligations of the employee and the employer with whom the employee was hitherto in an employment relationship shall not thereby be affected, unless they agree otherwise. If, however, the employment relationship is based upon election to public office, the employer with whom the employee is in an employment relationship at the time of his election to such office is obliged to enable the employee to perform his duties and to grant him time off for that purpose, without pay, or, at his request, to sever the employment relationship with him.

(2) An employee who is elected or appointed to office may be recalled from it or resign. His recall or resignation must be in writing and delivered to the other party (participant), otherwise it is void. Performance of such office will finish on the day following the day on which notice of recall or a letter of resignation is delivered to the other party, unless a later day is stated in the notice of recall or the letter of resignation.

(3) The employment relationship shall not end as a result of expiry of the employee's term of office or his recall or resignation from office. The employer shall agree with such employee on his further placement within the employer's undertaking in another job corresponding to his qualifications, or in another job (type of work) suitable for him. If the employer does not have a post for the employee, this shall constitute an impediment on the part of the employer (section 130) and simultaneously serve as a ground for giving notice of termination pursuant to section 46(1)(c); the employee is entitled to severance pay only if his employment relationship is severed after recall from his office which will cease to exist because of organizational changes, and his severance pay shall be the same as that of employees affected by organizational changes. Otherwise, the provisions on termination of an employment relationship based on an employment contract shall apply to termination of the said employment relationship.

Sections 66 to 67

Repealed

Section 68

The provisions on an employment relationship based on an employment contract shall otherwise apply to an employment relationship based upon election or appointment.

Division 6

Parallel Employment Relationships and Subsidiary Working Activity

Section 69

If an employee has agreed to more than one employment relationship, the rights and duties (obligations) ensuing from each shall be considered independently, unless this Code or other statutory provisions stipulate otherwise.

Subsidiary Employment Relationships

Section 70

(1) A main (principal) employment relationship and a subsidiary relationship refer to a situation in which an employee is employed for the prescribed weekly working time (section 83a) in one employment relationship, but in addition to this he performs work as part of another employment relationship. A subsidiary employment relationship may only be agreed for working hours which are shorter than the prescribed weekly working time.

(2) An employment relationship agreed with an employee for periods when he is taking annual leave shall not be considered as a subsidiary employment relationship.

(3) The Government may stipulate in a decree:

(a) the maximum working time which can be agreed for a subsidiary employment relationship;

(b) the maximum number of working hours which may be agreed in total for two or more subsidiary employment relationships or in agreements on working activity (activities).

Section 70a

Repealed

Section 70b

(1) A subsidiary employment relationship may be terminated by the employer or employee giving notice, stating or without stating any ground. The notice period lasts 15 days and starts on the day when such notice is delivered (served on the other party).

(2) The provisions of sections 30(2), 46(2), 47, 48, 49, 50, 53(3), 59 and 155 shall not apply to any subsidiary employment relationship.

(3) If an employee agrees, the employer with whom he is in a subsidiary employment relationship may schedule his working time (in the subsidiary employment relationship), either evenly or unevenly, for a period of longer than one week but not exceeding 12 months, under the conditions stipulated for an appropriate adjustment to the working time [section 86(2) and (3)]. If the working time is scheduled

unevenly, compliance with the agreed number of working hours is assessed by taking account of the entire period for which the subsidiary employment relationship has been agreed, but not for a period longer than 12 months.

(4) An employer may not employ an adolescent in a subsidiary employment relationship.

(5) An employment relationship which has been agreed with a member of a co-operative, whose employment relationship constitutes part of his membership, is also considered as a subsidiary employment relationship if such member of a co-operative is also in full-time employment.

Section 71

Subsidiary Working Activity

Work which an employee performs for an employer with whom he has an employment relationship over and above of the working time prescribed for this employment relationship, and which involves work of a kind other than that agreed in the employment contract, shall be deemed to be subsidiary working activity. It may only be carried out in the context of an additional employment relationship [sections 69 and 70(1)] or on the basis of an agreement for work performed outside of an employment relationship.

CHAPTER II
WORK DISCIPLINE AND WORK CODE

Section 72

Repealed

Section 73

Fundamental Obligations of Employees

(1) Employees are obliged in particular:

(a) to work conscientiously and properly in accordance with their strength, knowledge and ability, carry out instructions of their superiors which are issued in conformity with the statutory provisions, and observe the principles of co-operation with other employees;

(b) to make full use of their working time and the means of production in order to carry out the work entrusted to them and complete their work tasks to a good standard, economically and on time;

(c) to observe the statutory provisions relating to the work which they are carrying out as part of their tasks and the other provisions and regulations related to such work, if they have been duly acquainted therewith;

(d) to properly manage the resources entrusted to them by the employer, to guard and protect the property of the employer against damage, loss, destruction and misuse, and not to act contrary to the employer's legitimate interests.

(2) Employees of state administrative authorities, ***employees of local self-governing areas employed by the office of a village or municipal council, municipal council of a chartered city or a borough council of a chartered city, regional authority, the municipal council of the capital of Prague and any borough council of Prague, except for officials of local self-governing areas pursuant to special statutory***

provisions (Note 16a), employees who work in the local police and are employed by local self-governing areas*,* courts and state prosecutor's offices, the Police of the Czech Republic, the Firefighting Brigades of the Czech Republic, the armed forces ***(Note 16b)***, the Security Intelligence Agency, the Prison Service, the Probation and Mediation Service, the Office of the President of the (Czech) Republic, the Offices of the Chamber of Deputies and the Office of the Senate, the Ombudsman's Office, **the Office for Representation of the State in Property Matters****,** the Office of the Government (Cabinet Office), the Supreme Inspection (Auditing) Office, **the Office for the Protection of Personal Data*****, the Czech National Bank and state funds, and employees of protected landscape areas and national parks are further required:

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* Effective as of 1 January 2003.

** Effective as of 1 July 2002.

*** Effective as of 31 May 2001.

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(a) to act and make decisions impartially and when carrying out their duties, to refrain from conduct (practices) which might put at risk confidence in the impartiality of their decision-making;

(b) to maintain confidentiality concerning facts about which they learn while carrying out their duties and which, in the employer's interest, should not be communicated to other persons; this shall not apply if the statutory organ or a manager appointed by such statutory organ releases employees from this duty, unless another Act (Note 20) provides for otherwise;

(c) not to accept gifts or other benefits in connection with the performance of their office, with the exception of gifts or benefits provided by their employer or on the basis of statutory provisions or their collective bargaining agreement;

(d) to refrain from any conduct (practices) which might lead to conflict between public interests and their personal interests, especially by the misuse of information acquired in connection with the performance of their office for their own or another person's benefit.

(3) The employees pursuant to subsection (2) may not be members of the managing or supervising (supervisory) organ of a legal entity engaged in business (entrepreneurial) activity; this obligation shall not apply if their employer appoints them to such an organ and if, in connection with their membership, they do not receive any remuneration from such a legal entity.

(4) The employees pursuant to subsection (2) may engage in business activity only with the prior written consent of their employer.

(5) The restrictions stipulated in the preceding subsection shall not apply to activities by such persons which are of a scientific, educational, journalistic, literary or artistic nature, or to the management of their own property.

(6) The provisions of subsections (2) to (5) shall apply, unless another Act provides for otherwise (Note 20a).

Section 74

Fundamental Obligations of Managerial Staff

Managerial staff (employees) shall in particular:

(a) manage and supervise the work of employees and regularly appraise their attitude towards their work

and work team and the results of their work;

(b) in the interest of increasing labour productivity, organize the work as well as possible and see to it that, in accordance with the economic and technical possibilities, production corresponds to the requirements of technological and economic development;

(c) create favourable working conditions and ensure safety and the protection of health at work;

(d) arrange for the remuneration of employees in accordance with the statutory provisions on wages and collective bargaining agreements, or internal wage regulations or employment contracts, and ensure that the wages of employees are differentiated to reflect their productivity and share in output (final work results);

(e) create favourable conditions for improving the employees' vocational skills and meeting their cultural and social needs;

(f) ensure that the statutory provisions and other regulations are adhered to, and especially that employees observe work discipline, evaluate the initiative and effort at work, and see to it that there is no breach of work discipline and that the employees perform their obligations;

(g) ensure the adoption of timely and effective measures to protect the employer's property.

Section 75

Other Gainful Activity

(1) In addition to the work they carry out within the framework of their employment relationships, employees may only engage in other gainful activity in the same field of activity as that of their employer with his prior written consent.

(2) Previously given consent may be withdrawn by the employer in writing. In such written withdrawal of consent, the employer shall state the grounds for his decision. Without undue delay, the employee shall terminate such gainful activity in a manner ensuing from the statutory provisions.

(3) The restriction pursuant to subsection (1) shall not apply to engagement in work of a scientific, educational, journalistic, literary or artistic nature.

(4) The provisions of subsections (2) and (3) shall apply, unless another Act provides for otherwise (Note 20a).

Sections 76 to 81

Repealed

Section 82

Work Code (Working Regulations)

(1) An employer may issue a work code (rules of work, working regulations). The employers pursuant to section 73(2) are obliged to issue such codes.

(2) In conformity with the statutory provisions, work codes (working regulations) shall apply this Code's provisions in detail, taking into account the specific conditions of the employer.

(3) The employer may issue a work code (working regulations) unless an organ superior to the employer has issued it (them) for employers which are subordinated to such organ (body). An organ superior to the

employer or the employer shall only issue such code (working regulations) with the prior consent of the competent trade union organ (organization, body), otherwise such code (regulations) shall be void.

(4) The work code (working regulations) shall be binding on the employer and on all of his employees, coming into effect on the day stated therein, but no sooner than the day it is made known to the employees concerned.

(5) All employees must be informed of the work code (working regulations) which shall be publicly accessible to all of the employer's employees.

CHAPTER III
WORKING TIME AND REST PERIODS

Division 1
Working Time and Work Breaks

Section 83
Definitions

(1) "Working time" ("pracovní doba") shall mean any period in which an employee is engaged in work for his employer.

(2) "A rest period" ("doba odpočinku") shall mean any period which is not working time.

(3) "A shift" ("směna") shall mean the part of weekly working time [section 83a(5)], excluding overtime, when an employee is engaged in work for his employer according to a predetermined pattern (schedule) of work shifts during a period of 24 consecutive hours.

(4) "A two-shift pattern of work" shall mean a pattern (schedule) of work organization in which employees rotate in two shifts during a period of 24 consecutive hours. "A three-shift pattern of work" shall mean a pattern (schedule) of work organization in which employees rotate in three successive shifts during a period of 24 consecutive hours. "A continuous pattern of work" (or "an uninterrupted pattern of work"; in Czech "nepřetržitý pracovní režim") shall be a pattern (schedule) of work in which employees rotate in shifts during a period of 24 consecutive hours because their employer's operations are continuous; "a continuous operation" (or "an uninterrupted operation; in Czech "nepřetržitý provoz") shall mean an operation which requires work to be performed 24 hours a day, seven days a week.

(5) "Stand-by" ("pracovní pohotovost") shall mean the time during which an employee is in a state of readiness to carry out work covered by his employment contract but which, in the event of urgent need, must be carried out in addition to his scheduled work.

(6) "Overtime work" ("práce přesčas") shall mean work carried out by an employee, on the instruction of his employer or with his employer's consent, in addition to the weekly working time covered by his predetermined schedule of work and pattern of shifts [sections 84, 85 and 87(1)]. In the case of employees whose working time is reduced [section 86(1)], overtime shall mean any work exceeding their predetermined weekly working time (section 83a); such employees cannot be ordered to work overtime. If an employee exceeds his weekly working time by working off his time off which he was granted (in another week) at his own request by the employer, this shall not be regarded as overtime.

Section 83a

(1) The maximum weekly working time shall be 40 hours.

(2) The maximum weekly working time of employees:

(a) who work underground on mining coal, ores or non-metallic raw materials or on constructing mines, or who work at sites of geological exploration and use mining techniques shall be 37.5 hours;

(b) who work a three-shift or continuous pattern (schedule) of shifts shall be 37.5 hours;

(c) who work a two-shift pattern (schedule) shall be 38.75 hours;

(d) who are under 16 years of age shall be 30 hours, with their working time on any individual day not exceeding six hours.

(3) The introduction for health reasons of shortened working time without a reduction in wages below the level pursuant to subsections (1) and (2) shall require the approval of the Ministry of Labour and Social Affairs, acting in agreement with the Ministry of Health, and after consultation with the competent central trade union organ (body) and employers' organization.

(4) A further shortening of working hours below the levels pursuant to the preceding subsections, without a concurrent reduction in wages, may be agreed in a collective bargaining agreement or prescribed in internal regulations.

(5) Working time pursuant to subsections (1) to (4) shall be regarded as the prescribed (i.e. fixed) weekly working time.

Working Time Schedules

Section 84

(1) The employer shall decide working time schedules after consulting the competent trade union organization (body). As a rule, working time shall be scheduled over five working days per week. When it is scheduled, the employer shall take into account the availability of transport for employees to their workplace, the supply of electricity, gas and heating steam and the need for such schedule not to conflict with safe and healthy working or the interests of the population, or not to disrupt the follow-on activities of other employers.

(2) When working time is evenly scheduled, the difference between the length of working time in individual weeks should not exceed three hours and the length of one shift should not exceed nine hours; average weekly working time, without overtime work, in a period of four successive weeks may not exceed the limit determined for weekly working time.

Section 85

(1) If the nature of the work or the operating conditions do not allow working time to be scheduled evenly over individual weeks [section 84(2)], the employer may, after consulting the competent trade union organization (body), schedule working time unevenly over a period agreed in the collective bargaining agreement, or he may discuss the uneven schedule of working time with his employee. In the case of an uneven schedule of working time, average weekly working time, without overtime work, over a period of a maximum of 12 successive months may not exceed the legally-determined weekly working time.

(2) If working time is unevenly scheduled, both of the limits pursuant to section 84(2) may be exceeded. However, the length of one shift in an uneven schedule of working time may not exceed 12 hours.

(3) The employer shall draw up a written schedule of working time and acquaint his employee with it no

later than two weeks before the commencement of the period over which such working time is unevenly distributed, unless the employer agrees otherwise with his employee.

Section 85a

Flexible Working Time

(1) In the interest of making better use of the employees' working time and meeting their personal needs more satisfactorily, the employer may introduce flexible working time ("pružná pracovní doba"), after consulting the competent trade union organization (body) on the issue; such flexible working time may also be introduced only at certain workplaces or applied only to certain employees.

(2) The employer shall determine the specific conditions under which flexible working time is introduced in his work code (working regulations) and acquaint his employees with these conditions in advance.

(3) When flexible working time is introduced, the employee shall choose the time when he starts and finishes his working time on individual days within certain bands of time determined by his employer ("optional working time"; in Czech "volitelná pracovní doba"). Within these two bands of optional working time there is a core working time for which the employee shall be required to be at his workplace (hereafter "basic working time"; in Czech "základní pracovní doba").

(4) Within the framework of the 40-hour weekly working time, the employer shall determine the beginning and end of the basic (core) working time in such a manner that it accounts for at least five hours of such (working) day. Optional part of the working time shall be scheduled by the employer to be at the beginning and at the end of a shift so that within the framework of the 40-hour weekly working time there will be at least one hour optional at the start of a shift. In the case of shortened working time [section 83a(2) to (4)], reduced working time [sections 86(1), 156(2) and 270], or weekly working time scheduled over other number of days than five days a week, the length of the basic (core) working time and optional working time shall be determined in proportion to the weekly working time.

(5) Flexible working time shall not apply to employees on business (work) trips, employees engaged in an urgent work as part of a shift (the beginning and end of which is firmly fixed) or to situations in which the use of flexible working time is prevented due to operational grounds, or due to important impediments on an employee's side (when such employee is not entitled to a compensatory wage but he is entitled to financial benefits pursuant to the sickness insurance provisions); the weekly working time as scheduled in shifts and fixed by the employer for this purpose shall apply to such cases.

Section 85b

Forms of Flexible Working Time

(1) Flexible working time may take the form of:

(a) a flexible working day, in which the employee himself chooses when to begin his shift and on the working day in question is obliged to work the full shift falling on that working day, in accordance with the weekly schedule of shifts determined by the employer;

(b) a flexible working week, in which the employee himself chooses when to begin and finish his shifts and in the week in question is obliged to work the full weekly working time;

(c) a flexible four-week period, in which the employee himself chooses when to begin and finish his shifts and in the period of four successive weeks in question is obliged to work the full working time fixed by his employer in accordance with the weekly working time for such four-week period.

(2) Any work done which exceeds the length of a shift when a flexible working day schedule is used, or

which exceeds the length of a flexible working week when a flexible working week schedule is used, or which exceeds a four-week working period when a schedule of a four-week working period is used, shall not be taken into account, unless it is overtime work or unless it concerns working off (i.e. work performed in lieu of) a part of the employee's working time when he did not work.

Section 85c

Impediments to Work in the Case of Flexible Working Time

(1) When flexible working time is applied, impediments to work on the employee's side shall only be regarded as work performance to the extent in which these impediments affect basic working time (the employee's core hours of work); with regard to the extent to which the impediments affected the employee's optional working time, the missed hours of work shall be excused but no compensatory wage shall be paid. If the statutory provisions (regulations) stipulate the exact length of the necessary time in respect of which an employee is entitled to time off, or if activity by the employees' representatives is involved, the entire period (of such impediment) shall be considered as work performance.

(2) If there are impediments to work on the employer's side and they affect an employee's shift, they shall be regarded as work performance for each individual day on which:

(a) a flexible working day is in operation, up to the length of the employee's shift on the day concerned;

(b) a flexible working week or four-week working period is in operation, up to the average length of a working shift as it ensues from the fixed or reduced working time of the employee concerned.

(3) If an employee was not at work due to impediments on his side, for which his absence was excused [subsection (1)(first sentence after the semicolon)], and he did not work for the whole period of the daily working time when a flexible working day was being operated, or he did not work for the whole period of the weekly working time when a flexible weekly working time was being operated, or he did not work for the whole period of the four-week working time when a four-week working time was being operated, he shall have to work off the unworked part of the working time on working days by the end of the following calendar month, unless he and the employer agree on other time-frame during which the employee will work off the unworked part. If the employee could not work off the unworked part of the working time within the time-frame stipulated in the first sentence due to impediments to work on his side, he shall have to work it off as soon as possible after these impediments cease to affect him, unless he and the employer agree on other time-frame during which the employee will work off the unworked part. The working off of unworked time pursuant to the first and second sentences may only take place in optional working time, unless other time is agreed; such work is not regarded as overtime work.

Section 85d

Overtime Work in the Case of Flexible Working Time

(1) Overtime work [section 83(6)] shall mean in the context of:

(a) a flexible working day, work performed in excess of the length of a shift falling on such a day, according to the weekly schedule of shifts determined by the employer;

(b) a flexible working week or four-week working period, work performed in excess of the length over the basic working time scheduled for the day in question;

provided that the employee performed work in excess of the prescribed weekly working time, and, in the case of operation of a four-week working period pursuant to section 85b(1)(c), in excess of the working time prescribed for the four-week period in question.

(2) It shall not be regarded as overtime work if an employee:

(a) by his work pursuant to subsection (1), only fulfils his obligation to work the weekly working time within the time-frame of the same week, or the fixed (prescribed) working time which falls in a period of flexible four-week working, within the time-frame of this period;

(b) performed work in excess of his weekly working time which he was not instructed by his employer to do and which the employer had not approved as overtime work, and the employee, who, without fault on his part, could not use this worked off time to fulfil the prescribed weekly (or four-week) working time because he was prevented from doing so due to grounds which are deemed to be the performance of work (Note 20b). The employer shall pay the employee wage for the performance of the work and count it, as a rule, as work done in the week (four-week period) immediately following the occurrence of the stated reasons. In the case of the procedure pursuant to letter (a) and/or pursuant to the second sentence, the employee shall fulfil the basic working time prescribed for the day in question.

Section 86

Reduced Working Time and Other Adjustments to Working Time

(1) Due to operational reasons, an employer may conclude an employment contract with his employee for working time which is shorter than the prescribed weekly working time. He may also agree with his employee, or allow his employee due to health or other serious grounds on the employee's side, working time which is shorter than the prescribed weekly working time, provided that the employer's operations so allow. Employers shall create conditions which enable them to comply with such requests. Reduced working time does not need to be spread over all working days. Employees with reduced working time are entitled to wages which correspond to that time.

(2) If the employer's operations allow, he may, at the request of his employee, for grounds of the employee's health or other serious grounds, permit him another suitable adjustment to the prescribed weekly working time or reduced (shorter) working time or, for the same reasons and at the employee's request, he may agree to this in the employment contract with such employee.

(3) With the employee's consent, working time pursuant to the preceding subsection may exceptionally exceed nine hours on an individual day [section 84(2)], and this uneven spread of working time shall not be tied to the conditions pursuant to section 85.

Beginning and End of Working Time

Section 87

(1) The employer shall fix the beginning and end of working time and the schedule of working shifts after consulting the competent trade union organization (organ, body).

(2) After consulting the competent trade union organization (body), the employer may divide working time on a shift into two parts; in agriculture, transportation, communications, cultural institutions and trade, working time on one shift may also be divided in this way into more parts. At the same time, the employer shall consider the possibilities of regular (scheduled) transport for employees to their work and the supply of electricity, gas and heating steam, and the fact that such a division of working time should not conflict with the interests of the population.

Section 88

(1) Employees are obliged to be at their workplace at the beginning of their working time and to leave the

workplace only after their working time has ended.

(2) A collective bargaining agreement or internal regulations may determine how the time required for washing after the end of work can be included into working time. This shall also apply to employers not engaged in business (entrepreneurial) activity.

Section 89

Work Breaks

(1) After an employee has done a maximum of four and a half hours of continuous work, his employer is obliged to give him a break from work for food and rest lasting at least 30 minutes. If an employee performs work that cannot be interrupted, the employee must be provided with a reasonable amount of time for food and rest, without the operations or work being interrupted; adolescents must always be granted work breaks for food and rest according to the first sentence.

(2) The employer may fix an adequate break for food after consulting the competent trade union organization (body).

(3) The employer shall fix the beginning and end of this break after consulting the competent trade union organization (body).

(4) A break for food and rest shall not be provided at the beginning or end of a shift.

(5) Work breaks which are provided for food and rest shall not be part of working time (i.e. shall not be considered as working time).

Section 90

Uninterrupted Rest between Two Shifts

(1) An employer is obliged to schedule working time so that from the end of one shift until the beginning of the next one employees will have an uninterrupted period of rest of at least 12 hours in 24 successive hours.

(2) In the case of an employee over 18 years of age, his rest period pursuant to subsection (1) may be reduced to a minimum of eight consecutive hours in 24 hours provided that his next rest period is extended by the amount of the time by which his preceding rest period was shortened, when such employee is involved in:

(a) continuous operations, unevenly scheduled working time or overtime work;

(b) agriculture;

(c) public catering, cultural events or other public services;

(d) urgent repair work necessary to avert a threat to the lives or health of employees;

(e) dealing with natural disasters or similar extraordinary events.

The rest period of a woman who works in continuous operations may be reduced only to 11 consecutive hours in 24 hours provided that her next rest period is extended by the amount of time by which her preceding rest period was reduced.

Rest Days

Section 91

(1) Rest days are the days on which an employee's weekly period of uninterrupted rest falls and public holidays.

(2) An employer may only require an employee to work on a rest day exceptionally, and only after consulting the competent trade union organization (body).

(3) On days when the weekly period of uninterrupted rest falls, the employer may require an employee to do only work which cannot be done on working days:

(a) urgent repair work;

(b) loading and unloading;

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

(d) replacement of an absent employee on a shift involving continuous operations;

(e) averting a threat to life or health, or work relating to natural disasters or similar extraordinary events;

(f) work relating to the necessities of life, health or the population's cultural needs;

(g) work by the crews of vessels;

(h) feeding and care of farm animals.

(4) On public holidays, an employer may require an employee to do only work which the employer can require to be done on days of uninterrupted rest, or work on a continuous operation, and work which is necessary for protection of the employer's premises.

Section 92

Weekly Uninterrupted Rest Periods

(1) The employer shall schedule working time in such a manner that employees have one minimum uninterrupted rest period of 35 hours in each period of seven consecutive calendar days. In the case of adolescent employees, such weekly uninterrupted rest period may not be less than 48 hours.

(2) If operations so allow, the employer shall schedule a weekly uninterrupted rest period for all employees to involve the same day and in such a manner that it shall include Sunday.

(3) In cases involving:

(a) the necessity to substantially increase the number of employees for a temporary period not exceeding five successive months in a calendar year;

(b) work in communications, cultural establishments, health care and social welfare establishments and continuous (uninterrupted) operations;

(c) work where working time is unevenly scheduled or work which is being done to avert the consequences of natural disasters or to deal with civil engineering breakdowns or breakdowns in technological processes which cannot be interrupted;

the employer may, after consulting the competent trade union organization (body), schedule the working time of employees who are over 18 years of age in such a manner that their weekly period of uninterrupted rest will be at least 24 hours and the minimum total period of rest in two weeks will be 70 hours.

(4) It may be agreed in a collective bargaining agreement covering employees in agriculture, or in an agreement with an employee working in agriculture, that uninterrupted rest will be provided in such a manner that the total period of uninterrupted rest will be no less than 105 hours in three weeks.

Section 93

When scheduling working time pursuant to the preceding provisions, it is necessary to take into consideration the energy and transportation situation; the employer must therefore follow the instructions of the competent state administrative authorities, issued after consultations with the competent trade union organization (body), and with regard to regular transport of employees and supplies of electricity, gas and heating steam.

Section 94

Records of Working Time

The employer shall keep records of individual employees' working time, overtime work, stand-by and night work. At the request of an employee, the employer shall enable the employee to inspect such records of his working time.

Section 95

Stand-by

(1) Stand-by shall be conditional on the envisaged performance of urgent work outside the framework of an employee's working time. Stand-by may take place at the workplace or another agreed place.

(2) The employer may agree stand-by with his employee at the workplace in a maximum of 400 hours per calendar year. He may agree stand-by with his employee at another agreed place, and he may require the employee to stand by for work within the framework of the agreed stand-by. The scope of stand-by at the workplace or another agreed place may be reduced in an enterprise collective bargaining agreement.

(3) The employee is entitled to a wage for work done during stand-by; work done within the framework of stand-by which exceeds the prescribed working time shall be overtime and it shall be taken into account regarding the limits on overtime work.

(4) When no work is done during a period of stand-by, it shall not be counted as working time; however, the employee on stand-by is entitled to remuneration in accordance with another Act (Note 34).

Division 2

Overtime and Night Work

Section 96

(1) Overtime working may only be required by an employer in extraordinary cases when there are serious operational grounds for it; overtime work may even be required during an employee's period of uninterrupted rest between two shifts, and in the conditions pursuant to section 91(2) to (4) it may even be required during an employee's rest days. When an employee is required to work overtime by his employer, it may not exceed more than eight hours in individual weeks and a total of 150 hours in the calendar year.

(2) Overtime work in excess of the limits pursuant to subsection (1) may only be performed exceptionally and on condition that the employee agrees to do it. The total number of hours of overtime work may not exceed an average of eight hours per week; an enterprise collective bargaining agreement may stipulate a lower limit on voluntary overtime work than the statutory limit.

(3) The number of the maximum permissible overtime work shall not include an employee's overtime

work for which compensatory time off (in lieu of such overtime work) is provided to the employee.

(4) A period in which overtime work may not exceed an average of eight hours per week may be fixed in a collective bargaining agreement, or agreed between the employee and his employer, and the length of such period may not be more than four consecutive calendar months, in the case of regularly scheduled work, or six consecutive calendar months, in the case of unevenly scheduled work. A collective bargaining agreement may fix a period in which average weekly overtime work may not exceed eight hours, and the length of such period may extend up to 12 consecutive calendar months.

(5) Overtime work may not be carried out by employees whose working time has been shortened due to health grounds and without any reduction in wages.

Section 97

Repealed

Section 98

After consulting the competent trade union organization (body), the employer will determine the total amount of overtime work at his enterprise, in individual organizational units and/or at particular workplaces, and any possible exceeding of the limits.

Section 99

(1) Night work shall be work performed during night time, which is between 10 p.m. and 6 a.m.

(2) For the purposes of this Code, "an employee working at night" (a night worker) shall mean an employee who regularly works at least three hours of his regular working time in a period of 24 consecutive hours during night time; this provision shall not affect statutory provisions of other laws (Note 34).

(3) The working time of an employee working at night may not exceed eight hours in a period of 24 consecutive hours; if this is not possible for operational reasons, the employer shall schedule the prescribed weekly working time in such a manner that the average length of a shift does not exceed eight hours in a maximum period of six consecutive calendar months, when calculation of the average length of the shift of an employee working at night is based on a five-day working week.

(4) The employer shall ensure that an employee working at night is examined by a doctor (physician):

(a) before assigning such employee to night work;

(b) on a regular basis as necessary, but at least once a year;

(c) at any time when such employee is assigned to night work and health problems occur as a result of his working at night, and the employee requests it.

The employee may not be asked to reimburse the cost of such health care.

(5) Employers are required to consult regularly the competent trade union organ (body) on issues of safety and the protection of health at work and the organization of night work, and to provide suitable social services for employees working at night, especially refreshments.

(6) Employers are required to provide workplaces where night work is performed with first aid means, and to ensure that the workplace is so equipped that emergency medical assistance can be summoned, if needed.

Section 99a

In the case that measures relating to collective regulation of working time [sections 84(1), 85(1), 85a(1), 87 and 89(2) and (3)], instructions to work on rest days [section 91(2)] and to do overtime work (section 98) are included in collective bargaining agreements, their implementation shall not require consultation with the competent trade union organization (organ, body).

Division 3

Leave

Section 100

Under determined conditions, an employee is entitled to:

(a) annual leave or a proportionate part of it;

(b) leave based on the number of days worked;

(c) supplementary leave;

(d) additional leave.

Annual Leave

Section 101

(1) An employee who during his continuous (uninterrupted) employment relationship with the same employer performed work for this employer for least 60 days in one calendar year is entitled to his annual leave (i.e. his leave for such calendar year), or to a proportionate part of his annual leave in the case that his employment relationship did not last continuously for the whole calendar year. Each day on which an employee works most of his shift is regarded as a day worked; parts of shifts worked on different days are not aggregated.

(2) In the case of a continuous employment relationship with the same employer, the proportionate part shall be one-twelfth of the annual leave entitlement per whole month of employment during the same employment relationship.

Section 102

(1) The basic leave period shall be four weeks (per year).

(2) Employers who are engaged in business activities may, in a collective bargaining agreement or in their internal regulations, extend their employees' leave by additional weeks over and above the period of leave pursuant to subsection (1). Employees of employers who are not engaged in business activities are entitled to one more week of leave than that stated in subsection (1).

(3) By its decree, the Government can provide for an extension of leave under the preceding subsection in the case of employees of employers who are not engaged in business activities.

(4) Leave for pedagogical employees and academic employees of universities shall be eight weeks per calendar year (Note 17).

(5) When taking his annual leave, an employee whose working time is unevenly scheduled over individual weeks or the entire year (section 85) is entitled to have so many days of leave as is the number

of working days per his time of leave, based on the annual average.

Section 103

Repealed

Section 104

Leave for Days Worked

Employees who are not entitled to annual leave or a proportionate part of it, due to the fact that during the calendar year they did not work for at least 60 days for the same employer, are entitled to leave in respect of the days they worked in an amount equal to one-twelfth of the leave for a calendar year for every 22 days worked in the calendar year in question [section 101(1)(second sentence)].

Section 105

Supplementary Leave and Additional Leave

(1) Employees who for a whole calendar year work for the same employer underground, extracting minerals or tunnelling, or who for a whole year are engaged in particularly hard (arduous) work or in work which is harmful to their health shall be entitled to supplementary leave of one week. If employees work under such conditions for only part of the calendar year, they shall be entitled to one-twelfth of the supplementary leave for each 22 days of such work. An employee who meets these criteria because he does particularly hard work, or work which is harmful to his health, shall have such entitlement, even though he is entitled to supplementary leave because he works underground on the extraction of minerals or tunnelling.

(2) For the purposes of supplementary leave, employees carrying out particularly hard (arduous) work, or work which is harmful to their health, shall mean:

(a) employees who work permanently in health care establishments or at workplaces where they look after those suffering from a contagious form of tuberculosis;

(b) employees who work at workplaces where there are infectious materials and who are exposed to a direct risk of infection;

(c) employees who are exposed to a significant extent of the adverse effects of ionizing radiation while at work;

(d) employees who for at least half of their weekly working time look after the mentally sick or afflicted;

(e) employees who for at least half of their weekly working time are either responsible for the upbringing of youth under difficult conditions or who work as health care staff in the Czech Republic's Prison Service;

(f) employees who work continuously for at least a year in tropical areas or other areas hazardous to health; an employee who has completed one year of continuous work in tropical areas or areas hazardous to health shall already be entitled to supplementary leave for such year;

(g) employees involved in particularly hazardous work during which they are exposed to the harmful effects of physical or chemical agents to such an extent that this may have an adverse impact on their health;

(h) employees of the Czech Republic's Prison Service who for at least half of their weekly working time

are in direct contact with accused persons held in custody or convicts.

(3) The Ministry of Labour and Social Affairs, acting in agreement with the Ministry of Health, shall determine in a decree the types of work which are particularly hard (arduous) or hazardous to health, along with the workplaces and areas (regions) where such work is performed; at the same time, it may determine in more detail the group of employees who will be granted supplementary leave, and stipulate the type and scope of the conditions which will substantiate the granting of such leave.

(4) Employees whose working time is scheduled unevenly pursuant to section 85, or other employees whose work substantially depends on weather conditions, shall be entitled to an additional two days' leave (up to a maximum of one week) for every week of their (annual) leave which they take in a period of reduced work requirements. The competent central authority may stipulate in statutory provisions what is to be considered as a period of reduced work requirements; until such decree is issued, “a period of reduced work requirements” can be defined in a higher-level collective bargaining agreement.

Joint Provisions on Leave

Section 106

(1) A week of leave shall mean seven consecutive calendar days.

(2) The termination of an employee's previous employment relationship, immediately followed by his taking up a new employment relationship with the same employer, shall not be regarded as an interruption of his employment relationship.

Section 107

(1) If an employee's leave is curtailed, he shall lose his entitlement to that part of the leave by which it was curtailed.

(2) The Government shall determine in a decree the conditions under which leave may be curtailed, and by how much, in respect of unworked (missed) working time.

Section 108

(1) The time when leave is taken shall be determined by the employer in accordance with a schedule of leave agreed in advance with the competent trade union organization (body), in such a manner that, as a rule, an employee will be able to take his entire leave by the end of the calendar year. When the schedule of leave is prepared, the tasks of the employer and the justified interests of the employee shall be taken into account. If an employee is granted leave in several parts, at least one of these parts must be no less than two weeks long, unless the employer and the employee agree otherwise. The employer is obliged to inform the employee of the time determined for his leave at least a fortnight in advance; this period may be exceptionally shortened, if the competent trade union organization (body) agrees to this.

(2) The employer is obliged to reimburse an employee for costs incurred by him through no fault of his own because the employer changes the time of his leave or recalls him from leave.

(3) The employer may not determine the time of an employee's (annual) leave so that it coincides with a time when the employee is on active military duty or (alternative) civilian service, when he is recognized as being temporarily unfit to work pursuant to other statutory provisions (Note 17a), or when a female employee is on maternity or parental leave, or when a male employee is on parental leave. During times when there are other impediments (obstacles) to work on an employee's side, the employer may determine the time of the employee's leave only at his request.

(4) If a female employee requests that her leave be scheduled so that it follows on immediately after the end of her maternity leave [section 157(1)], or if a male employee requests that his leave be scheduled so that it follows on immediately after the end of his parental leave (such parental leave terminating no later than a woman's maternity leave), the employer shall comply with such request.

Section 109

(1) The employer may determine the time when an employee takes his leave, even though the employee has not yet satisfied the conditions for becoming entitled to take leave, if it can be assumed that the employee will satisfy these conditions by the end of the calendar year or by the time his employment relationship terminates.

(2) If an employee could not take his leave during the calendar year due to urgent operational reasons or because the employer did not determine a time for it, or because of impediments to work, the employer must grant the employee time for leave so that he will be able to take all of it by the end of the following calendar year at the latest. However, in the case of an employee whose employment relationship with the same employer has lasted for the whole of a calendar year, the employer shall determine a period of at least four weeks when such employee should take his annual leave in the calendar year, if the employee is entitled to such leave.

Section 110

(1) If during his leave an employee begins service with the armed forces or (alternative) civilian service, or if he is recognized as unfit to work due to illness or injury or if he is looking after a member of the family who is ill, his leave shall be interrupted; this shall not apply if, at the employee's request, the employer designates a period of time when the employee is looking after a member of the family who is ill as the period of his leave. The period of a female employee's (annual) leave shall also be interrupted when she begins her maternity and parental leave, and the same shall apply to the period of a male employee's (annual) leave when he begins his parental leave.

(2) If a public holiday falls on a day during an employee's period of leave, which would otherwise have been a normal working day for him, that day is not counted as part of his leave. If the employer gives an employee time off in lieu for overtime work or for work done on a public holiday, and the time off in lieu falls on a day which forms part of his leave, the employer is obliged to give the employee such time off in lieu on another day.

Section 110a

If in the course of one calendar year an employee changes his employment and no later than before the end of the employment relationship with his employer such employee asks to take annual leave (partial leave) to which his entitlement arose (in his current employment) or will only arise (in his subsequent employment), either of the employers concerned may grant him the leave (or partial leave) provided that the employers agree on reimbursement of compensatory wage for such leave (partial leave) to that one granting the employee the requested leave although the employee's entitlement to it did (does) not arise during employment relationship with this employer. The change of employment referred to in the previous sentence means termination of an employee's employment relationship with his current employer, and the employee's taking up an employment relationship, without undue delay, with another employer.

Section 110b

(1) When an employee takes his leave, he is entitled to a compensatory wage in the amount of his average earnings and, if appropriate, perquisites in kind.

(2) The employer shall only provide the employee with a compensatory wage for leave which he does not take if the employee is unable to take such leave, even by the end of the following calendar year:

(a) because the employer did not fix a time for him to take his leave, or miscalculated the length of his leave;

(b) due to impediments to work on the part of the employee;

(c) due to termination of the employment relationship.

(3) In the case of leave (or partial leave) which an employee was unable to take, he is entitled to a compensatory wage in the amount of his average earnings.

(4) The employees pursuant to section 102(4) are entitled to a compensatory wage for no more than four weeks of leave which they did not take.

(5) An employee is obliged to refund a compensatory wage already paid for leave or a part thereof to which he lost his entitlement or to which his entitlement did not arise.

(6) A compensatory wage may not be provided for supplementary leave which was not taken; such leave must always be taken in preference to other types.

Section 110c

The Government shall determine in a decree which period of time is considered as a period of work performance, even though an employee does not work.

CHAPTER IV

WAGES, COMPENSATORY WAGES AND REIMBURSEMENT OF EXPENSES

Division 1

Wages

Section 111

(1) An employee is entitled to be paid a wage or salary for his work in accordance with other statutory provisions (Note 34).

(2) Where this Code includes provisions on wages, they shall also mean salaries unless it is expressly stated otherwise.

(3) A wage may not be lower than the minimum wage. For these purposes, a wage shall not include premiums for overtime work, work in arduous and hazardous working environments, night work and work on (public) holidays.

(4) In a decree, the Government shall determine the amount of the minimum wage, or the conditions applying to its determination and amount, as a rule, from the beginning of a calendar year, taking into account the consumer price index. A minimum wage which is higher than the amount laid down in the

Government decree pursuant to the first sentence may be agreed in a collective bargaining agreement.

Sections 112 to 118

Repealed

Section 119

Maturity of Wages

(1) A wage shall be payable, after performance of the work, no later than in the calendar month following after the month when the employee's entitlement to his wage arose, unless a shorter period than one month was agreed in the employee's employment contract, another contract or the relevant collective bargaining agreement. In the case of salaries, the maturity period cannot be agreed for less than one month.

(2) After consulting the competent trade union organ (body), the employer shall determine regular pay-days (for the payment of wages) within the period pursuant to subsection (1), unless the pay-days have already been agreed in the relevant collective bargaining agreement.

(3) The employer shall pay an employee his wage before the start of the employee's (annual) leave if the pay-day for such wage falls on a day during the employee's leave, unless the employer and the employee agree otherwise. If the system used to calculate wages does not allow this, the employer shall pay the employee an adequate advance, and the balance of the employee's wage shall be paid to him no later than the next regular pay-day after his leave.

(4) When an employee's employment relationship terminates, at his request, the employer shall pay him his wage for the previous month on the day when the employee's employment relationship terminates. If this is not possible because of the system used to calculate wages, the employer shall pay the wage no later than the next regular pay-day after the day when the employee's employment relationship is terminated.

Section 120

Payment of Wages

(1) A wage shall be paid to an employee in legal tender (money; Note 17b). An employee may only be paid in kind by his employer under the conditions and to the extent laid down in another Act (Note 17c).

(2) A wage shall be rounded up to the next whole crown.

(3) Wages shall be paid at the workplace during working hours, unless it is agreed otherwise in the collective bargaining agreement, employment contract or another contract. If, for important reasons, an employee cannot collect his wage, the employer shall send him his wage on the day fixed for its payment no later than the next working day, at the employer's expense and risk, unless the employer and the employee agree otherwise.

(4) If a wage is calculated (computed) by the month, the employer shall give each employee a written document containing data about the individual components of his wage and the deductions made from it. At an employee's request, the employer shall let him inspect documents on which the calculation of such employee's wage was based.

(5) An employee may authorize another person in writing to collect his wage. Wage can only be paid to an employee's spouse on the basis of a written authorization. Without such written authorization, wage may only be paid to a person other than the employee if so determined by law (Note 8).

Section 121

Deductions from Wages

(1) Deductions from a wage may only be made on the basis of an agreement on such deductions. Otherwise, the employer may deduct only the following from an employee's wage:

(a) advance payments of personal income tax;

(b) social security insurance contributions, state employment policy contributions and general health insurance contributions;

(c) advances of a wage which the employee is obliged to repay because he did not meet the conditions for payment of such wage;

(d) amounts ordered to be paid by a court, an administrative authority or a legally-authorized agency;

(e) unaccounted-for advances of travelling expenses;

(f) recruitment and other bonuses paid to the employee when he was recruited but which he must refund pursuant to statutory provisions;

(g) compensatory wage paid in lieu of (annual) leave to which the employee lost his entitlement or did not become entitled;

(h) excess sickness, pension and state social support benefits and unlawfully received social security benefits, if the employee is obliged to refund these on the basis of an enforceable ruling or judgment pursuant to other statutory provisions.

(2) Subsection (1) shall similarly apply to deductions made from remuneration for stand-by and a compensatory wage.

(3) The priority (order) of deductions from wages shall be determined in a Government decree.

Section 122

Repealed

Section 123

Repealed

Division 2

Compensatory Wages in the Case of Impediments to Work

Impediments on the Employee's Side

Section 124

Impediments due to Public Interest

(1) An employer shall grant his employee time off, to the extent necessary, to enable him to perform a public office, civic duties or other acts in the public interest, if it is not possible for the employee to carry out these activities outside of working hours.

(2) An employee who is released for the short-term performance of a public office or civic duties shall be paid a compensatory wage by the employer with whom he has an employment relationship. The compensatory wage shall correspond to his average earnings. An employee who is released long-term in order to perform a public office shall receive reasonable remuneration from the employer on whose behalf he was released, and this shall be deemed to be his wage; in this case the employee will not be entitled to a compensatory wage from the employer with whom he has an employment relationship.

(3) The Government may determine in a decree when an employee who is released short-term shall be paid a compensatory wage by the employer for whom he is in fact acting at that time, or when this employer shall reimburse a compensatory wage to the employer who released the employee.

(4) The Ministry of Labour and Social Affairs shall determine in a decree which other acts are in the public interest, and the extent of and conditions for short-term release and the payment of a compensatory wage.

(5) Collective bargaining agreements or internal regulations may broaden employees' entitlements to release from work or compensatory wage over and above the limit laid down in the wage provisions (regulations) issued pursuant to subsection (4), or they may add to the cases which will be deemed by the employer to be acts in the public interest, and determine more favourable conditions for granting employees time off with a compensatory wage; the compensatory wage may not, however, exceed the level of average earnings. In the case of employers who do not carry on business (entrepreneurial) activity, their employees may only be granted time off without a compensatory wage or more favourable conditions for time off.

Section 125

Compensatory Wages for Military and Civilian Service

(1) An employer shall only pay a compensatory wage in the amount of average earnings to an employee engaged in basic or alternative military service or civilian service for the first two weeks of this service; the entitlement of an employee to a compensatory wage for a longer period may be laid down in a collective bargaining agreement or internal regulations, when the employer's ability to provide such a compensatory wage shall also be taken into account. Any compensatory wage will be payable no later than three days prior to the employee's commencement of military service.

(2) For each shift (or working day), or a major part thereof, when an employee is absent from work without reason during the four weeks immediately preceding the commencement of military service or civilian service, the employer may reduce such employee's compensatory wage by from one to three days; if the employee misses a shift, or a major part thereof, without reason and the compensatory wage has already been paid, he is required to repay to the employer an amount which corresponds to the reduction in his compensatory wage.

(3) If an employee undertakes military training or other types of service in the armed forces, apart from basic (or alternative) military service, or if he undertakes civilian service instead of military training, during his period of service he is entitled to a compensatory wage from the employer in an amount set by a Government decree. The compensatory wage under the preceding sentence may be increased in a collective bargaining agreement or internal regulations; however, the compensatory wage may not exceed average earnings.

(4) If, after completing one type of service in the armed forces, an employee immediately begins to undertake service of this or of another kind, or civilian service, the later service is deemed to be continuation of the previous service when assessing entitlement to a compensatory wage; if he undertakes his basic (or alternative) military service in two or more parts, before starting the second or later part he is entitled to a compensatory wage for one week from the employer with effect from the day set for

commencement of the second or later part of this service.

(5) After the end of his service in the armed forces or his civilian service, the employee is entitled to a wage as of the day he returns to work.

(6) In connection with an employee's commencement of service in the armed forces or civilian service, the Government shall determine the extent to which he can be granted time off with an entitlement to a compensatory wage.

(7) The employer shall be reimbursed for paying a compensatory wage to an employee under subsections (1) to (4) in respect of service in the armed forces by the competent state military administration authority, and, in the case of civilian service, by the competent state administration authority. Compensatory wages paid by budgetary organizations, or those which, due to a collective bargaining agreement or internal regulations, exceed the amount prescribed by statutory provisions, shall not be reimbursed.

Section 126

Training and Studies During Employment

(1) An employee's attendance of a training course or his external studies by which the employee is to acquire qualifications (skills) laid down in the statutory provisions as necessary for the performance of work (job) agreed in his employment contract shall be considered as an impediment to work on the employee's side.

(2) An employee's attendance of a training course or his external studies for the purpose of broadening qualifications for the performance of work (job) agreed in his employment contract (section 141a) shall be considered as the performance of work for which an employee is entitled to wage.

(3) The Ministry of Labour and Social Affairs, acting in agreement with the Ministry of Education, Youth and Physical Education, shall lay down in a decree the scope of work reliefs and material (financial) security will be provided to employees studying while employed or participating in training (while employed) pursuant to subsection (1), and possibly also the amount of the compensatory wage to be paid during this training.

(4) If the work reliefs and the material (financial) security provided for employees participating in training or external studies while employed [as mentioned in subsection (1)] are not regulated by statutory provisions, they can be regulated in a collective bargaining agreement of a higher level; such an agreement may stipulate more favourable conditions for employees when work reliefs and material (financial) security are provided than those laid down inn the statutory provisions. At the same time, a compensatory wage may not exceed average earnings, and reimbursement of travelling expenses may not exceed the amount pursuant to the statutory labour-law provisions. In the case of employees of employers who are not engaged in business activities, only employees' entitlement to time off can be determined in this manner, or regulated in a more favourable manner, but not their entitlement to a compensatory wage.

Serious Personal Impediments to Work

Section 127

The employer shall excuse the absence of an employee from work during a period when he is temporarily unfit to work under other statutory provisions (Note 17a), or undergoing treatment at a spa or staying in a health care facility (Note 24), or during a period of maternity and parental leave or quarantine, or during a period when he is looking after a family member who is ill or a child under ten years of age, who for important reasons cannot be cared for by the children's facility or school which otherwise looks after the child, or whose usual carer falls ill or is quarantined (under quarantine measures), or whose state

of health is being examined or treated in a health care facility and this could not have been arranged outside of the employee's working time. During such period the employee shall not be entitled to a compensatory wage, and the employee's entitlement(s) to sickness insurance benefits and state social support shall be regulated by other statutory provisions (Note 24).

Section 128

(1) If an employee is not able to work for other important personal reasons, the employer shall grant him time off.

(2) The Government shall determine in a decree in which cases, under what conditions and to what extent such time off shall be granted, and when and to what extent an employee is entitled to a compensatory wage during this period.

(3) Employees' entitlements to time off, compensatory wages above the level laid down in the labour-law provisions (regulations) issued pursuant to subsection (2) and the circumstances under which an employee becomes entitled to time off, and possibly to a compensatory wage, may be extended in collective bargaining agreements or internal regulations; a compensatory wage may not, however, exceed an employee's average earnings. Employers who are not engaged in business activity may only fix entitlements to time off without a compensatory wage.

Impediments on the Employer's Side

Section 129

Idle Time and Work Interruptions Due to Adverse Weather Conditions

(1) In the event of an employee not being able to do (perform) his work for a temporary period, due to a breakdown of manufacturing machinery which he did not cause or in the supply of raw materials or energy (power), or errors in work documents or other similar operational causes (idle time), whereupon he is not transferred (assigned) to other work [section 37(4)(a)], he shall be entitled to a compensatory wage in the amount of 80% of his average earnings. A compensatory wage above this amount may be agreed in a collective bargaining agreement or prescribed in internal regulations, but it may not exceed his average earnings; this shall also apply to employers not undertaking business activity.

(2) If an employee cannot do (perform) his work because of an interruption of work caused by adverse weather conditions and he is not transferred (assigned) to other work [section 37(4)(a)], he shall be entitled to a compensatory wage in the amount of 60% of his average earnings. A compensatory wage above this amount may be agreed in a collective bargaining agreement or prescribed in internal regulations, but it may not exceed his average earnings; this shall also apply to employers not undertaking business activity.

Section 130

Other Impediments on the Employer's Side

(1) If an employee cannot do (perform) work due to impediments on the employer's side other than those stated in the preceding provisions, the employer shall pay him a compensatory wage in the amount of his average earnings, unless the regulations referred to in section 131 determine another amount for the compensatory wage.

(2) Another impediment on the employer's side pursuant to subsection (1) shall be serious operational reasons as a result of which the employer is unable to assign work to his employees provided that the

employer specifies these reasons in a written agreement with the competent trade union organization (body) and determines a compensatory wage, to which employees would be entitled in such case, in the range of from 60% to 80% of average earnings. The agreement pursuant to the first sentence may not be replaced by a (unilateral) decision of the employer.

Division 3

Reimbursement of Expenses Incurred by Employees in Connection with Performance of their Work (Job)

Section 131

Under the conditions and in the amount determined in another Act (Note 35), the employer shall reimburse his employees for travelling, moving and other expenses which they incur when carrying out their work duties. Under the conditions and in the amount agreed in a collective bargaining agreement or stipulated in internal regulations, the employer shall compensate employees for wear and tear of their own tools, equipment and items needed for the performance of their work (job) if they use them with the consent of the employer; this provision shall not concern a motor vehicle used with the consent of the employer for the performance of work. The same shall apply to employers not engaged in business activities.

CHAPTER V

SAFETY AND THE PROTECTION OF HEALTH AT WORK

Section 132

Fundamental Provisions

(1) An employer shall ensure the safety and protect the health of employees at work in relation to risks which may pose a danger to life and health when employees are performing their work (hereafter “risks”; in Czech “rizika”).

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

(3) At all levels of management the employer's managerial staff shall, as far as their duties permit, take over the employer's obligation to ensure safety and protect health at work. These tasks shall form an equal and integral part of their work duties.

(4) If employees of two or more employers are fulfilling tasks at one and the same workplace, their employers shall inform each other in writing of any risks and co-operate to ensure safe and healthy working. Each of the employers shall:

(a) ensure that his activities and the work of his employees is organized and carried out in such a manner that the employees of the other employer are also at the same time protected at the workplace;

(b) co-operate in ensuring that the working environment is safe and unobjectionable and poses no threat to the health of any of the employees at the workplace.

(5) The cost of ensuring safety and protecting health at work shall be borne by the employer.

Section 132a

Risk Prevention

(1) By organizing adequate safety and health protection at work and by adopting measures to prevent risks, the employer shall establish conditions whereby the working environment is safe and unobjectionable and poses no danger to health.

(2) Risk prevention shall mean all measures taken pursuant to the statutory and other provisions (regulations) to ensure safety and the protection of health at work and other measures taken by the employer to prevent or eliminate risks, or to minimize their effect if they cannot be eliminated.

(3) The employer shall seek out possible risks, identify their causes and sources and adopt measures to eliminate them. For this purpose, the employer shall regularly monitor the level of safety and health protection at work, in particular the level of technical prevention and occupational risk factors in working conditions (the working environment), and comply with the methods and procedures used to establish and assess risk factors pursuant to special statutory provisions (Note 24a).

(4) If risks cannot be eliminated, the employer shall assess and adopt measures to limit the effect of such risks in order to minimize the danger which they pose to the employees' safety and health.

(5) When adopting and implementing technical, technological, organizational and other risk prevention measures, the employer shall take into consideration the following general preventive principles:

(a) limitation of risks at source;

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

(c) modification of working conditions to meet the needs of employees with a view to limiting their exposure to factors at work which will adversely affect their health;

(d) replacement of physically demanding work and work in arduous conditions by new technological and working methods;

(e) replacement of dangerous technologies, techniques, raw materials and other materials by less dangerous or risky forms, based on the latest scientific and technological knowledge;

(f) restriction of the number of employees exposed to the maximum exposure limits and other harmful agents to the absolute minimum necessary to meet operating requirements;

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

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

(i) introduction of measures aimed at limiting the leakage of harmful substances from machines and equipment to the level laid down in special statutory provisions (Note 24b);

(j) issuance of appropriate instructions for the safeguarding of safety and the protection of health at work.

(6) The employer shall adopt measures to be taken in the case of extraordinary events, such as accidents (breakdowns), fires or floods, and other serious dangers and the evacuation of employees; when arranging for the provision of first aid, the employer shall co-operate with the works facility responsible for providing preventive care. The scope of measures pursuant to the first sentence shall be laid down in a government decree. Depending on the kind of his activities and the size of the workplace, the employer shall ensure that the number of employees who are responsible for administering first aid, arranging for the summoning of medical assistance, the firefighting brigade or the Police, and for organizing the

evacuation of the employees, is adequate. In co-operation with the works facility providing preventive care, the employer shall ensure that these employees are trained and equipped for the degree of potential risk at the workplace.

(7) The employer shall modify the measures to suit changes in the circumstances, check on their effectiveness and observance, and ensure that working conditions are improved.

Section 132b

Expertise

(1) The employer shall take steps to prevent risks at work. In the event of the employer lacking the necessary expertise, the employer's responsibilities in this field shall be borne by an employee who possesses such expertise.

(2) Such employee shall:

(a) be at least 18 years of age; and

(b) have a vocational education and a certain period of experience in the field.

(3) The employer shall co-operate with such expert employee in his work of risk prevention and provide him with the necessary means and information.

(4) The Government shall lay down in a decree the qualifications necessary for expertise under subsection (2).

Section 133

Obligations of the Employer

(1) The employer shall:

(a) not allow employees to do work which is beyond their ability or which is inappropriate to their state of health;

(b) inform each employee of the classification of the work which he is doing; the work classifications are detailed in other statutory provisions (Note 24c);

(c) ensure that certain work, as laid down in special statutory provisions (Note 24c), is only carried out by employees who have the relevant health certificate and who have been appropriately vaccinated, or have a document confirming their protection against infection;

(d) inform employees of the health care facility which will provide them with occupational preventive care and which types of vaccinations they are required to have, and of the preventive medical examinations that they must undergo in connection with the performance of their work, and enable them to be vaccinated and to undergo the preventive medical examinations and special preventive medical examinations to the extent prescribed by the special statutory provisions (Note 24c) or in a ruling (decision) of the competent hygiene service agency;

(e) provide for the employees training on the statutory and other regulations relating to the safeguarding of safety and protection of health at work, which will complement their qualifications and the requirements for the performance of tasks related to their work and workplace; the employer shall regularly check the employees' knowledge of such statutory regulations and consistently require and monitor their observance;

(f) at appropriate intervals provide employees, especially those on fixed-term employment contracts and

adolescents, as well as their legitimate representatives, with adequate information about safety and the protection of health at work, especially by acquainting them with possible risks, the assessment of such risks and the preventive measures taken against their effects as these relate to the employees' work and workplace. Pregnant and breastfeeding women and mothers (until the end of the ninth month after giving birth) shall be further familiarized with the risks and their possible effects on pregnancy or breastfeeding and the necessary steps taken, including steps related to the reduction of mental and physical tiredness and other kinds of physical and mental stress associated with the work done, and this for the whole time when it is necessary to safeguard their safety and protect their health. Information and instructions shall be provided especially at the time when employees are recruited, assigned or transferred or when their working conditions or the working environment are modified, or when means of working, technologies and work procedures are newly introduced or modified;

(g) allow employees to inspect records kept (by the employer) in connection with safeguarding of their safety and the protection of their health at work;

(h) ensure that first aid is available to employees;

(i) not use a method of remuneration which would increase the risk of employees being injured at work and the application of which would lead to an increase of output at the expense of employees' safety and health;

(j) ensure compliance with the prohibition of smoking at the workplaces laid down in special statutory regulations (Note 24d).

The employer shall keep records of such training, information and instructions.

(2) The employer shall provide rest areas at the workplace for pregnant and breastfeeding women.

(3) The employer shall ensure that the necessary technical and organizational steps are taken, at his own expense, to adapt working conditions and the workplace to the needs of disabled employees, and to set up protected workshops and provide training or induction for them, and to develop the skills they need to perform their regular employment.

Section 133a

Personal Working Protection Aids, Working Clothes and Footwear, Washing Agents, Detergents, Disinfectants and Protective Beverages

(1) If risks at work cannot be eliminated or sufficiently limited by technical means or by the reorganization of work, the employer shall provide his employees with personal working protection aids (in Czech “osobní ochranné pracovní prostředky”). These shall mean aids (means) which protect employees against risks, pose no danger to their health, do not interfere with their work, and which comply with the requirements laid down in the implementing statutory provisions (Note 24e).

(2) In a working environment where clothing or footwear is subject to unusual wear-and-tear or soiling, the employer shall also provide his employees with working clothes or footwear as personal working protection aids.

(3) The employer shall provide his employees with washing agents, detergents and disinfectants, based on an assessment of the degree of dirtiness their work entails and their exposure to irritation agents (compounds) and, in the case of employees working at workplaces with unsatisfactory microclimatic conditions, also with protective beverages to the extent and under the conditions laid down in special statutory provisions (Note 24f).

(4) The employer shall keep personal working protection aids in a usable condition and monitor their use.

(5) Personal working protection aids, washing agents, detergents, disinfectants and protective beverages shall be supplied free of charge by the employer to employees according to a list drawn up on the basis of an assessment of risks and specific conditions. The employer may not require financial compensation for the supply of personal working protection aids.

(6) The Government shall lay down in a decree the scope and detailed conditions for the supply of personal working protection aids, washing agents, detergents, disinfectants and protective beverages.

Section 133b

Safety Notices and Signs

(1) Where risks which pose a threat to employees' lives and health cannot be eliminated or sufficiently limited by technical means or by the reorganization of work, the employer shall post safety notices and signs providing information or instructions on safety and the protection of health at work and familiarize employees with them. Safety notices and signs may be pictorial, sonic or illuminated.

(2) The Government shall stipulate in a decree requirements for the visual appearance and the location of safety notices and signs.

Section 133c

Employer's Obligations Regarding Injuries at Work and Occupational Diseases

(1) The employer shall investigate the causes and circumstances of an injury at work in the presence of the employee concerned, provided that his state of health allows this, and with the participation of the competent trade union organization (body) or the health and safety representative; until such investigation, the employer shall not without serious reasons change the conditions at the place of the injury.

(2) The employer shall record and keep on file documents relating to all injuries (personal accidents) at work which result in:

(a) an injury to an employee which incapacitates him for more than three calendar days;

(b) an employee's death.

One copy of a record of an injury at work shall be given to the injured employee, and if such injury causes an employee's death, to his family members.

(3) The employer shall record in his book of injuries all injuries at work, even when no incapacity to work was caused or the incapacity did not last for more than three calendar days.

(4) The employer shall report an injury at work and send a copy of the record of such injury to all the determined bodies (organs) and institutions.

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

(6) The employer shall keep records of all employees suffering from an occupational disease which originated at the employer's workplaces and ensure that working conditions which give rise to the danger of occupational diseases or have caused an occupational disease are eliminated.

(7) The Government shall lay down in a decree the method of keeping records on file, reporting and sending records of injuries, a specimen record showing the details required, and a list of bodies (organs) and institutions to which an injury at work is to be reported and a copy of the record is to be sent.

Section 134

Workplaces and the Working Environment

The employer shall ensure that the layout and constructional aspects of the workplace and its facilities (equipment) provide employees with working conditions which with regard to safety, hygiene and the protection of health at work comply with the safety requirements and hygiene parameters for the working environment and workplaces, in particular by ensuring that:

(a) workplaces, corridors, staircases and other routes are of the required dimensions and prescribed surface and equipped for the activities which are carried out there;

(b) workplaces are properly lit, where possible by daylight, and have the prescribed microclimatic conditions, especially in terms of the volume of air, ventilation, humidity, temperature and water supply;

(c) sanitary facilities, changing rooms and spaces for the storing of employees' personal possessions, restrooms and catering facilities are of the prescribed dimensions and finish and equipped in the prescribed manner;

(d) emergency exits and traffic routes leading to them are kept free;

(e) the spaces pursuant to letters (a) to (d) are regularly maintained, kept tidy and cleaned;

(f) workplaces are equipped to provide first aid and to enable the summoning of the emergency medical service on the scale agreed with the competent facility providing preventive medical care.

Section 134a

Production and Working Equipment and Machinery

(1) The employer shall ensure that machinery, technical equipment, vehicles, instruments and tools are suitable for the work for which they are going to be used from the standpoint of safety and the protection of health at work. Machinery, technical equipment, means of transport, instruments and tools must be:

(a) equipped with devices which protect the employees' lives and health;

(b) equipped or modified in such a manner that they do not expose the employees to uncomfortable working positions and the undesirable effects of noise and vibrations;

(c) regularly and properly maintained, checked and reviewed.

(2) The Government shall determine in a decree detailed requirements for the safe operation and use of machines, technical equipment, means of transport, instruments and tools.

Section 134b

Special Expertise (Special Vocational Capabilities)

(1) Technical equipment which represents an increased danger to the lives and health of employees may only be operated by employees who are medically fit and have the necessary expertise (special vocational skills).

(2) Activities which pose an increased danger to the lives and health of employees may only be performed by employees who are medically fit and have the necessary expertise (special vocational skills).

(3) A prerequisite for the expertise pursuant to subsections (1) and (2) shall be that employees have been recognized as medically fit by the competent occupational health care facility, and further that they have:

(a) reached the age limit prescribed by special statutory provisions (Note 24g);

(b) undergone vocational education and have the required period of vocational experience.

(4) The Government shall determine in a decree which technical equipment and which activities are considered to pose an increased danger to life and health, and stipulate the detailed prerequisites for the expertise (special vocational skills) of employees pursuant to subsections (1) to (3).

Section 134c

Risk Factors in Working Conditions and Controlled Areas (Workstations)

(1) If there are risk factors at an employer's workplaces, the employer shall establish and monitor the level of these by measuring them and ensuring that they are excluded or at least limited to the minimum reasonable level; the employer shall proceed pursuant to the special statutory provisions when establishing, assessing and adopting measures to ensure that the maximum permitted limits applying to such factors are observed. Risk factors shall in particular be physical factors (noise and vibrations), chemical factors (carcinogens), biological agents (viruses, bacteria and mould) and adverse microclimatic conditions (extreme cold, heat and humidity). Where it is not feasible to exclude biological agents and the exceeding of the maximum permissible limits with regard to risk factors, the employer shall reduce their effects by technical, technological and other measures, such as the modification of working conditions and the period of work performance, the establishment of controlled areas (workstations), the use of suitable working protection aids or the provision of protective beverages.

(2) If there are biological agents present, or if the monitoring of risk factors shows that the maximum permissible limits have been exceeded, the employer shall establish the reasons for this, and if the presence of biological agents cannot be eliminated, or the values of risk factors cannot be reduced below the fixed maximum permissible level and the risk to employees eliminated, the employer shall proceed pursuant to section 133a(1). At the same time the employer must inform his employees accordingly without delay. If the employees cannot be protected by measures pursuant to subsection (1), or measures pursuant to special statutory provisions (Note 24h), the employer shall take the source of the risk factor out of operation and, if this is not possible, suspend the work concerned.

(3) The employer shall ensure that all work involving asbestos, chemical carcinogens and biological agents, and any work processes involving the risk of chemical carcinogens, is carried out in controlled areas (at controlled workstations) which shall be designated and made inaccessible to all employees other than those who work there or who carry out repairs, maintenance, tests, checks, inspections or supervision in the controlled area (workstation). The employer shall also include other work in controlled areas (workstations) according to the degree of occurrence of risk factors.

(4) The employer shall keep records of controlled areas (workstations) and employees who enter these areas or who do work there pursuant to subsection (3), and these shall be kept for the period laid down in special statutory provisions (Note 24c). The records shall contain:

(a) the employee's full name and personal number;

(b) the name of the controlled area (workstation), and the date of its establishing (opening) and closing it down (i.e. terminating its operation);

(c) a description of the work undertaken;

(d) the purpose of entry and period of stay in the controlled area (workstation);

(e) the number of shifts worked there;

(f) the types of preventive medical examinations which the employee underwent and details of work-related special vaccinations;

(g) data on the results of monitoring of the effects caused by risk factors to his organism;

(h) a list of dangerous chemical substances and compounds used in the controlled area (at the controlled workstation);

(i) a record of any unusual situations and changes in the information stated in the records, together with the date of their occurrence.

(5) Eating, drinking and smoking in any controlled area shall be prohibited; the employer shall determine special areas for these purposes. Only persons provided with the personal protective working aids specified for work in the controlled area (workstation) may enter it.

(6) The following persons may not work in controlled areas: adolescents (even during their vocational training), pregnant and breastfeeding women, and mothers until the end of the ninth month after giving birth to a child.

(7) The Government shall identify in a decree risk factors in working conditions, their classification, hygiene limits, the manner of monitoring and assessing risk factors and the minimum measures to be taken for the protection of employees' health.

Section 134d

Prohibition on Certain Work

It shall be prohibited to work with 2-naphtylamine and its salts, 4-aminobiphenyl and its salts, benzidine and its salts, 4-nitrodiphenyl, asbestos and polychlorinated biphenyls, except for mono- and dichlorinated biphenyls, and with preparations containing more than 0.1% of 2-naphtylamine and its salts, 4-aminobiphenyl and its salts, benzidine and its salts or 4-nitrodiphenyl, or more than 0.005% of polychlorinated biphenyls. The prohibition on such work shall not apply to work relating to laboratory research, analytical work, the disposal of useless stocks, waste and equipment containing these substances and preparations and the disposal of these compounds when they originate as an undesirable by-product when processing another substance or preparation.

Section 134e

Organization of Work and Working Procedures

(1) The employer shall organize work and determine working procedures so that the principles of safe conduct at the workplace are complied with, and employees:

(a) do not, in particular, carry out monotonous work having one particular effect on their bodies; if this is unavoidable, the working procedure must be interrupted by safety (rest) breaks which shall be regarded as the performance of work; in the case specified in special statutory provisions (Note 24i), the performance of such work during working time must be restricted to a specific period of time, and records kept of when this work is performed and the length of the safety breaks;

(b) are not endangered by falling or sliding objects or materials;

(c) are protected against a fall (sliding);

(d) are not endangered by traffic (means of transport) at workplaces;

(e) do not work alone at workplaces where there is increased risk without being in the view of another employee, unless their protection is ensured by the employer in another manner;

(f) do not handle loads manually which might be damaging to their health, in particular the spine (Note 24j).

(2) In a decree the Government shall specify the method of organizing work and working procedures

which the employer must ensure.

Section 135

Employees' Rights and Obligations

(1) Employees shall have a right to have their safety safeguarded and their health protected at work, to information on the risks which their work entails and to information about measures taken to protect them against the effects of such risks.

(2) Employees shall have the right to refuse to do work which they reasonably consider as posing direct and significant threat to their lives or health, or the lives or health of other persons; such a refusal cannot be regarded as an employee's non-performance of his obligation (his duty).

(3) Employees shall have the right and duty (obligation) to contribute to the creation of a healthy and safe working environment, in particular by implementing the measures which are specified (in provisions) or which are adopted by the employer, and by their participation in the solution of issues relating to safety and protection of health at work.

(4) Every employee shall take all possible care of his own safety and health, and the safety and health of other persons on whom his conduct or negligence at work has an immediate effect. A knowledge of the regulations (provisions) and the employer's requirements concerning safety and protection of health at work shall form an integral and permanent part of each employee's skills. The employee shall in particular:

(a) take part in training organized by his employer in the interest of safety and the protection of health at work and have his knowledge checked;

(b) undergo the medical checks, vaccinations, examinations and diagnostic tests prescribed by special statutory provisions (Note 24c);

(c) comply with the statutory and other regulations and the employer's instructions concerning safety and the protection of health at work, with which he was familiarized, and follow the principles of safe conduct at the workplace and information provided by the employer;

(d) comply with the determined working procedures, use the prescribed working equipment (means of work), vehicles, personal protective working aids and protective equipment and not deliberately alter and put them out of use;

(e) not consume alcoholic drinks or use addictive substances (Note 24k) at the employer's workplaces, or during his working time when working away from such workplaces, enter the employer's workplaces while under their influence, or smoke at workplaces where there are also non-smokers. The ban on consuming alcoholic beverages shall not apply to employees working in high temperatures, provided that they consume beer with a reduced content of alcohol, or to employees whose consumption of alcoholic beverages is an integral part of their work or usually associated with their work;

(f) inform his superior of any irregularities and defects at his workplace which might endanger safety or health at work, and, as far as is possible, help to rectify them; immediately inform his superior of any industrial injury (i.e. injury at work) he has sustained, if his condition allows this, and of any injury at work sustained by another person if he witnessed it, and help to establish its causes;

(g) take a test, if ordered to do so by the competent superior as specified in the work code, for the purpose of establishing whether he is under the influence of alcohol or other addictive substances.

(5) The provisions of subsections (1) to (4) shall similarly apply to persons who are at the employer's workplaces with his knowledge.

Section 136

Inspection by Trade Union Bodies

(1) Trade union organizations (organs, bodies) shall have the right to inspect the state of safety and health protection at work at the premises of individual employers; they shall in particular be entitled:

(a) to check how employers are fulfilling their obligations with regard to safety and the protection of health at work and whether they are systematically creating working conditions which are safe and not hazardous to health, regularly inspect workplaces and facilities for employees, and check on the employers' supply of personal protection working aids;

(b) to check whether employers are properly investigating injuries at work (industrial injuries) and helping to establish the causes of such injuries and occupational diseases, or even to investigate these themselves;

(c) to require that the employer, in a binding instruction, rectifies faults in the operation of machinery and equipment and in working procedures and, if there is a direct threat to the life or health of employees, to forbid further work;

(d) to prohibit overtime working and night work which endangers the safety and the protection of health of the employees;

(e) to participate in negotiations (discussions) on issues of safety and the protection of health at work.

(2) Trade union organizations (bodies) shall notify the competent specialized state supervisory authority, without delay, of any measures taken under the preceding subsection, letter (c) or (d). If an employer so requests, the competent specialized state supervisory authority shall review the trade union's measures; until it makes a decision, the trade union's measures shall apply.

(3) The State shall reimburse the cost of performance of supervision concerning safety and the protection of health at work.

Section 136a

Employees' Participation in the Solution of Issues Relating to Safety and the Protection of Health at Work

(1) Employees shall take part in the solution of issues relating to safety and health protection at work through their trade union organizations (bodies) or their health and safety representatives (section 18).

(2) The employer shall allow the competent trade union organizations (organs, bodies) or health and safety representatives, or his employees directly, to participate in discussions on safety and the protection of health at work, or provide them with information about any such discussions. The employer shall inform them in particular about:

(a) the assessment of risks and the adoption and implementation of measures to reduce the effects of such risks;

(b) organization of training and instructions concerning safety and health protection at work;

(c) the names of employees responsible for organizing first aid and summoning medical assistance, firefighters and the Police and for organizing the evacuation of employees;

(d) the choice of a specific medical facility to provide occupational health care;

(e) the choice of employees to provide expertise in risk prevention (section 132b);

(f) any other matter which can have a substantial bearing on safety and protection of health at work.

The employers shall listen to all information, comments and proposed measures (presented by his employees or their representatives).

(3) The competent trade union organization (organ, body) or health and safety representative or the employees shall co-operate with the employer and employees who have special expertise in dealing with risk prevention so that the employer can ensure safe, unobjectionable and non-hazardous working conditions and meet all the obligations prescribed by special statutory provisions and measures taken by the central authorities concerned with supervision of safety and protection of health at work pursuant to other statutory provisions (Note 24l).

(4) The employer shall organize at least once a year checks on safety and the protection of health at work at all his workplaces and facilities, acting thereby in agreement with the competent trade union organization (body) or the employees' health and safety representatives, and rectify any ascertained irregularities.

(5) The employer shall provide training for the competent trade union bodies (organs) and health and safety representatives so that they can properly perform their function, and he shall also make available to them the statutory provisions and other regulations on safety and the protection of health at work, together with documents on:

(a) the seeking out and assessment of risks, measures taken to eliminate risks and to reduce their effects on employees, and the suitable organization of employees' safety and protection of health at work;

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

(c) inspections carried out and measures taken by specialist authorities concerned with safety and protection of health at work pursuant to other special provisions (Note 24l).

(6) The employer shall allow the competent trade union organizations (organs, bodies) and health and safety representatives to make comments when inspections are carried out by specialized agencies concerned with the supervision of safety and protection of health at work pursuant to special statutory provisions (Note 24l).

Section 137

The provisions of Part Two, Chapter V, shall apply, as appropriate, to:

(a) employers who are individuals and who also work themselves;

(b) individuals who run a business pursuant to other statutory provisions (Note 37) and do not employ others;

(c) spouses or children of one of the persons referred to in letters (a) or (b) who work with that person.

Section 138

Specialized Supervision by the State

Specialized state supervision of safety and the protection of health at work shall be regulated by special provisions (regulations).

CHAPTER VI
CARE OF EMPLOYEES

Division 1
Employees' Working and Living Conditions and Development of Their Skills

Section 139

(1) Employers shall create working conditions which enable the safe performance of work, eliminate risky and exhausting work, and establish, maintain and improve facilities for employees, including the appearance and design of workplaces.

(2) Employers shall establish, operate and maintain health facilities according to the extent and conditions prescribed in statutory provisions.

Section 140

(1) Employers shall enable employees on all shifts to obtain meals; they do not have this duty towards employees whom they send out to work away (e.g. on business trips).

(2) Details of employees (and former employees) who will be provided with meals may be agreed in the collective bargaining agreement or set out in internal regulations, as may be the employer's organization of these meals and the manner in which he provides and finances them, unless these issues are regulated generally or for a certain group of employers by a special regulation. The same shall also apply to employers who are not engaged in business activities. Statutory tax provisions remain thereby unaffected (Note 38).

Employees' Skills and their Improvement

Section 141

Repealed

Section 141a

An employee shall systematically extend the skills (qualifications) needed for performance of the work agreed upon in his employment contract; maintaining and refreshing an employee's skills (qualifications) shall also be understood as extending them. The employer is entitled to require his employee to attend training which extends his skills (qualifications).

Section 142

(1) The employer shall ensure that an employee who enters into an employment relationship without skills (qualifications) obtains them through an induction course or initial training. After such employee has completed his induction course or initial training, he shall receive a certificate from his employer.

(2) The employer shall also arrange for an employee to take part in an induction course or initial training if the employee transfers to a new workplace, a new type of work or a new method of work, especially

when this is necessary due to changes in work organization or other rationalization measures.

Section 142a

Repealed

Section 142b

(1) The employer may provide an employee with relief from work and material (financial) security in accordance with section 126(3) if the assumed improvement in his skills (qualifications) corresponds to the employer's needs; obtaining or extending skills (qualifications) shall also be understood as improving them.

(2) The employer shall monitor the course and results of an employee's improvement of his skills (qualifications); the employer may stop providing relief from work and material security if:

(a) the employee has become unfit to do the work for which his skills are being improved; in such a case, the employer may provide the employee with time off without a compensatory wage;

(c) an employee, through no fault of the employer, does not, without good reasons and for a long period, fulfil substantial duties when improving his skills (qualifications).

Section 143

(1) An employer may conclude an agreement with an employee whereby the employer agrees to enable the employee to improve his skills (qualifications) by granting him relief from work and material (financial) security and the employee undertakes to improve his skills and remain with the employer in an employment relationship for a period of time not exceeding five years, or to reimburse the employer for the cost of improving his skills, even when the employee severs his employment relationship before completing the improvement of his skills. Such an agreement cannot be reached if it involves extending skills for work agreed in an employment contract under which the employee already had an obligation to extend his skills (section 141a).

(2) An employer may also conclude an agreement with an employee pursuant to the preceding subsection when the employee is extending his skills, if the expected cost reaches at least CZK 100,000; however, in such a case, the extension of skills cannot be ordered.

(3) The agreement must be concluded in writing and include the following details:

(a) the type of skills (qualifications) and the manner of improving them;

(b) the period of time during which the employee commits himself to remaining in an employment relationship with the employer;

(c) the type of expenses which the employee is obliged to reimburse to the employer, if he does not meet his obligation to remain in an employment relationship with the employer;

(d) the maximum amount which the employee is obliged to reimburse;

otherwise the agreement is void.

(4) The time for which an employee is to remain in an employment relationship shall not include a period of basic (or substitute) military service, or civilian service performed instead of this, or a period of parental leave which is of the same length as the parental leave to which the mother of the child is entitled (section 158). If absences from work while serving an unconditional prison term or while in custody are

based on a final (enforceable) sentence, they shall similarly not be included in the period of time for which the employee is to remain in an employment relationship with the employer.

(5) If the employee only partly fulfils his obligation to remain in an employment relationship with the employer, his obligation to reimburse costs shall be proportionately reduced.

(6) If the employee severs his employment relationship while he continues to have the obligation pursuant to subsection (1) and he enters into an employment relationship with another employer, that employer, as well as each subsequent employer for whom the employee starts to work, shall assume responsibility for reimbursing all or part of the expenses related to the improvement of the employee's skills, if the employee commits himself to remain in an employment relationship with that employer for the appropriate period of time, or to reimburse the corresponding part of the costs which the employer paid on his behalf; subsection (2) shall also apply to this case.

(7) An employee's obligation to reimburse expenses shall not arise, if:

(a) while improving his skills (qualifications), the employer ceases to provide him with material (financial) security because for a long period of time and through no fault of his own, the employee became unfit to perform the work for which he was improving his skills;

(b) his employment relationship is terminated by notice served by the employer, unless it concerned notice served on grounds for which an employment relationship may be immediately terminated, or on grounds of a serious breach of work discipline, or by agreement on the grounds pursuant to section 46(1)(a) to (c);

(c) in the opinion of a medical expert or according to a ruling of the health authority or social security authority, the employee is unfit to perform the work for which he was improving his skills, or he suffers from a long-term inability to further perform his previous work, for the reasons stated in section 46(1)(d);

(d) for at least six of the preceding 12 months, the employer does not make use of the skills which the employee has improved.

(8) The collective bargaining agreement or internal regulations may define other cases when the employee is not obliged to reimburse the cost; the collective bargaining agreement or internal regulations applicable when the agreement pursuant to subsection (1) was concluded shall thereby be decisive. This shall also apply to employers who are not engaged in business activities.

Section 144

Employers shall ensure that, when they employ graduates of secondary and university-level schools, these graduates will acquire adequate vocational practical experience and knowledge necessary for good and reliable performance of their work and for further vocational development.

Section 145

Lockers and Vehicle Sheds

The employer shall provide lockers (space) for outer garments and personal effects which employees usually bring to work and vehicle sheds for employees who travel to and from work using their own transportation; for these purposes, a car shall not be considered as a usual means of transportation for travelling to and from work. The employer shall also have this obligation towards all other persons if they are rendering a service for the employer at his workplace.

Division 2

Incapacity and Retirement Benefits, and Employment after Returning to Work

Section 146

Benefits for employees who are unfit (or unable) to work as the result of illness, injury, pregnancy or motherhood are regulated by the statutory provisions on sickness insurance, whereas their benefits when they are disabled and of retirement age are regulated by the statutory provisions on social security; preventive care and medical treatment for employees are regulated by the statutory provisions on health care.

Section 147

If an employee returns to work after holding public office or a trade union post, or after a training course or completion of service in the armed forces (except for basic military service or civilian service), or, in the case of a female employee, after the end of her maternity leave [section 157(1)], or if a (male) employee returns to work after the end of parental leave which was of the same length as the period to which otherwise a woman (the mother) is entitled, or if an employee returns to work after a period of temporary inability to work or quarantine, the employer shall employ him in his original job and workplace. If this is not possible because the type of work has been discontinued or the workplace has been closed down, the employer must employ him in another type of work corresponding to his employment contract.

Section 148

(1) Employers shall employ disabled employees in suitable jobs (positions) and enable them, through practical training or studies, to obtain the necessary skills, and improve them. In addition, employers shall create conditions which allow such employees to work as extensively and permanently as possible, and improve workplace facilities so that these employees can achieve the same work results as other employees, and do everything possible to facilitate their work.

(2) Protective workshops (workstations) shall be reserved or established at the workplaces of certain employers for disabled employees who cannot be employed under the usual conditions, and where these employees will have an opportunity of acquiring the necessary skills.

(3) The duty of employers to employ disabled (handicapped) employees, pursuant to the preceding subsections, shall be governed in more detail by special provisions.

Section 148a

Repealed

CHAPTER VII

WORKING CONDITIONS FOR WOMEN AND ADOLESCENTS

Division 1

Working Conditions for Women

Section 149

Employers shall establish, maintain and improve hygienic and other facilities for women.

Section 150

Prohibition on Certain Types of Work

(1) Women may not be employed on work performed underground to extract minerals or bore tunnels and galleries, except for women who:

(a) work in positions of responsibility or management positions which do not involve manual work;

(b) work in health care and social services;

(c) are gaining operational experience as part of their studies;

(d) perform non-manual work which must be occasionally done underground, especially in occupations related to supervision, inspection or studies.

(2) Women may not be employed in work which is physically inadequate or which is harmful to their bodies, especially work which endangers their maternal role. The Ministry of Health shall determine in a decree the types of work and workplaces from which women who are breastfeeding, pregnant women and mothers (until the end of the ninth month after giving birth) are prohibited.

(3) Pregnant women may not be employed in work, which according to medical opinion, endangers their pregnancy for health-related natural reasons. The same shall apply to breastfeeding women and mothers until the end of the ninth month after they have given birth.

Sections 151 and 152

Repealed

Division 2

Working Conditions for Pregnant Women and Mothers

Section 153

Transfer to Other Work (Job)

(1) If a pregnant woman does work which pregnant women are prohibited from doing or which, according to medical opinion, endangers her pregnancy, the employer shall transfer her temporarily to other more suitable work (job) which will allow her to maintain the level of her previous earnings. If a pregnant woman on night work requests transfer to day work, the employer shall comply with her request.

(2) The provision of the preceding subsection shall similarly apply to mothers until the end of the ninth month after they give birth and to breastfeeding women.

(3) If, through no fault of her own, a woman earns less in the work (job) to which she is transferred than

she earned previously, she shall be provided with a differential benefit (income support) in accordance with the statutory provisions on sickness insurance.

Section 154

Business Trips (Working Away) and Transfers to Other Locations

(1) Pregnant women and women looking after children up to the age of eight years may only be sent to work outside the locality of their workplace or residence with their consent; their employers may only transfer them to another location at their own request.

(2) The provision of the preceding subsection shall also apply to a single woman looking after a child, until the child reaches 15 years of age.

Section 155

Severance of an Employment Relationship

An employer may only exceptionally sever an employment relationship by giving notice to a pregnant female employee or a self-supporting female employee permanently looking after a child under three years of age, namely in the cases pursuant to sections 46(1)(a) and (b) and 53.

Section 156

Adjustment of Working Time

(1) When assigning employees to shifts, the employer shall consider the needs of women looking after children.

(2) If a woman looking after a child under 15 years of age or a pregnant woman requests that her working time be reduced or that some other suitable adjustment be made to the prescribed weekly working time, the employer is obliged to grant her request, provided that he is not prevented from doing so for serious operational reasons (section 86); at the same time, the employer shall proceed in co-operation with the competent trade union organization (organ, body).

(3) An employer may not employ a pregnant woman or a woman looking after a child under one year of age on overtime work.

Maternity and Parental Leave

Section 157

Maternity Leave

(1) In connection with the birth of a child and the care of a newly-born child, a woman employee shall be entitled to 28 weeks of maternity leave; if the employee gives birth to two or more children at the same time, or if the employee is a single woman, she shall be entitled to 37 weeks of maternity leave.

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

(3) If a female employee has had less than six weeks of maternity leave before the day her child is born, because the child was born earlier than the date determined by her doctor, she shall be entitled to

maternity leave from the day of the beginning of her maternity leave until expiry of the period pursuant to subsection (1). If a female employee has had less than six weeks of maternity leave before the birth of her child for some other reason, she shall be granted 22 weeks of maternity leave as of the day of her child's birth, or 31 weeks if she gives birth to two or more children, or if she is a single employee (single mother).

(4) If the child is stillborn, the female employee shall be entitled to maternity leave of 14 weeks.

(5) Maternity leave related to the birth of a child may not be less than 14 weeks and cannot terminate or be suspended [section 160(2)] in any circumstances before six weeks have passed since the birth of a child.

Section 158

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 requested. Parental leave shall be granted to the mother of a child at the end of her maternity leave and to the father of a child as of the day when the child is born, to the extent applied for, but no longer than until the child reaches the age of three years.

Section 159

Maternity and Parental Leave for Foster Parents

(1) Entitlement to maternity and parental leave shall also pertain to a female or male employee who is fostering a child by caring for it instead of its parents on the basis of a ruling by the competent authority, or because the child's mother died; “a ruling of the competent authority” shall mean a decision to place a child into foster care which, for the purposes of state social support (Note 38a), replaces parental care.

(2) Maternity leave pursuant to subsection (1) shall be granted to a female employee for 22 weeks, from the day when the child is taken into foster care, and if a female employee takes two or more children into foster care, or if she is single, she shall be entitled to maternity leave of 31 weeks, but not after the day when the child reaches the age of eight months.

(3) Parental leave pursuant to subsection (1) shall be granted as of the day when the child is 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) shall be granted parental leave after the end of her maternity leave.

Section 160

Joint Provisions on Maternity and Parental Leave

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

(2) If a child is taken to a medical facility for sucklings, or to another health care establishment for medical treatment, and the male or female employee start working, the employee's maternity or parental leave shall be suspended; the untaken part of such leave shall be granted when the child is released from the health care establishment and cared for again by its foster parents, but not after the time when the child reaches the age of three years.

(3) If a female or a male employee ceases to take care of the child, and as a result it is put into foster care or institutional care in loco parentis, or if the child of a female or male employee is temporarily in the care of an establishment (facility) for sucklings or another health care establishment for other than reasons of

health, the employee shall not be entitled to maternity or parental leave for the period when not taking care of the child.

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

Section 161

Breaks for Breastfeeding

(1) In addition to the usual work breaks, the employer shall allow a mother who is breastfeeding her child a special break for this purpose.

(2) A mother who works the prescribed weekly working time is entitled to two half-hour breaks per shift for each child until it reaches the age of one year, and to one half-hour break for the next three months. If she works shorter hours (but at least half of the prescribed weekly working hours), she is entitled to at least one half-hour break for each child until it reaches the age of one year.

(3) Breaks for breastfeeding are counted as part of her working hours and she is paid for them in the amount of her average earnings.

Section 162

Repealed

Division 3

Working Conditions for Adolescents

Section 163

Employers shall create favourable conditions for the general development of the adolescent's physical and intellectual abilities, even by a special adjustment of their working conditions. The employer shall co-operate closely with the adolescent's family in resolving important issues relating to the adolescent.

Section 164

(1) When concluding an employment contract with an adolescent, the employer shall ask the adolescent's legitimate representative for his opinion.

(2) If the employer gives notice of termination of employment to an adolescent employee, or he terminates his employment relationship instantly, this fact must be brought to the attention of his legitimate representative. If an adolescent employee severs his employment relationship, or if it should be severed by agreement, the employer shall request the opinion of the employee's legitimate representative.

Section 165

Employers may only employ adolescents on work which is competent to their physical and intellectual development, and devote special attention to their needs at work; the same shall apply to schools or civic associations under another law (Note 29) if, as part of the upbringing of youth, they

organize work for adolescents.

Section 166

Prohibition on Overtime and Night Work

(1) An employer may not require adolescent employees to work overtime or at night. As an exception, adolescents over 16 years of age may work at night for up to a maximum of one hour, where this is necessary for their vocational training. Night work by an adolescent must immediately follow his daytime work according to the schedule of working shifts.

(2) Employers may not offer remuneration for work which, although it might increase output, would lead to adolescent employees facing an increased danger of injury and pose a threat to the safety.

(3) If the employer cannot assign an adolescent to work for which he has had a vocational education, due to the fact that the performance of such work by an adolescent is prohibited, or because, according to medical opinion, it endangers his health, then the employer shall assign him to other appropriate work, if possible, corresponding to his skills until such time as the adolescent can do work corresponding to his skills (qualifications).

Section 167

Work Prohibited for Adolescents

(1) Adolescents may not be employed to work underground on the extraction of minerals or drilling tunnels and galleries.

(2) Adolescents may not be employed on work which is inappropriate to them or dangerous or damaging to their health, taking into account the anatomical, physiological and psychological attributes of persons of this age. The Ministry of Health, acting in agreement with the Ministry of Economy and the Ministry of Education, Youth and Physical Education, shall determine in a decree the types of work and workplaces which are prohibited to adolescents and the conditions under which adolescents may, as an exception, do this type of work for the purposes of vocational training.

(3) Employers may not employ adolescents on work which exposes them to increased risk of injury, or whose performance by adolescents might seriously endanger the safety or health of fellow employees or other persons.

(4) The prohibition on certain types of work may also be extended by a decree pursuant to subsection (2) to employees whose age is close to the age of adolescence.

Section 168

Medical Examinations

(1) The employer shall ensure that adolescent employees are examined by a doctor:

(a) prior to entering into the employment relationship and before they are transferred to another kind of work for a period of longer than one month;

(b) regularly, according to need, but at least once a year, unless the Ministry of Health provides for more frequent medical examinations in certain categories of work.

(2) Adolescents are obliged to undergo the prescribed medical examination (check-up).

(3) When assigning work to an adolescent, the employer shall also take a medical opinion into

consideration.

Section 169

Repealed

CHAPTER VIII
COMPENSATION OF DAMAGE

Division 1
Prevention of Damage

Section 170

(1) The employer is obliged to provide employees with working conditions which enable them to perform their working tasks properly without endangering health and property; if the employer ascertains defects in the working conditions, he shall take remedial measures.

(2) The employer shall systematically check whether his employees are completing their working tasks in a manner which prevents damage.

(3) In order to protect his property, the employer shall carry out checks, as necessary, on things that employees bring to and take away from his premises, or arrange for the searching of employees. The employer shall detail the conditions in the work code. During a check or search pursuant to the first sentence, the statutory provisions on the protection of personal freedom (Note 39) must be observed and employees may not be humiliated. Personal searches may only be carried out by persons of the same sex.

Section 171

(1) Employees shall conduct themselves in such a manner as to avoid causing damage to health and property and unjust enrichment to the detriment of society or an individual. If there is a risk of damage, employees shall inform the management.

(2) If there is an imminent damage to the employer's property, his employees shall take immediate steps to prevent such damage; they are not required to do so if the gravity of the circumstances prevents them from so doing, or if this would expose them, other employees or persons close to them to serious danger.

(3) If an employee ascertains that his working conditions are not as they should be, he shall inform his superior accordingly.

Division 2
Liability of an Employee for Damage

Section 172

General Liability

(1) An employee is liable to the employer for damage which he causes through his own fault by not fulfilling his obligations when performing his working tasks or in direct connection therewith.

(2) If damage is also caused by a breach of the employer's obligations, the employee's liability shall be reduced proportionately.

(3) The employer shall have to prove that his employee is at fault, except in the cases specified in sections 176 and 178.

Sections 173 and 174

Repealed

Section 175

Liability for Non-Performance of the Obligation to Prevent Damage

The employer may require an employee who knowingly failed either to warn a member of the managerial staff of an imminent damage or to take steps to prevent it (section 171), even though such measures would have prevented the immediate occurrence of the damage, to contribute to compensation of the damage to an extent appropriate to the circumstances of the case, if such damage cannot be compensated otherwise. The employer shall take into consideration factors which prevented performance of the obligation and the significance of the damage to society, as well as the personal and material resources of the employee who failed to fulfil his obligation. However, the amount of compensation for the damage (the damages) may not exceed an amount equal to three times the employee's average monthly earnings.

Liability for Shortfalls in Things of Value Entrusted to an Employee

Section 176

(1) If, on the basis of an agreement on liability for things of value entrusted to an employee (material liability), the employee accepts liability for cash entrusted to him, or for stamps, goods, stocks of material or other things of value for which he is accountable, he shall be liable for any shortfall that occurs. At the same time, it may be provided for in the agreement with employees that, when they work at a workplace where several employees have concluded an agreement on liability for things of value entrusted to them, they shall be jointly and severally liable with the other employees for any shortfall (joint and several material liability).

(2) An agreement on liability for things of value entrusted to an employee (i.e. material liability) must be concluded in writing, otherwise it shall be void.

(3) An employee shall be relieved of liability wholly, or in part, if he proves that he was not at fault, either for the whole shortfall or a part of it.

(4) Central authorities may determine in labour provisions the principles for determining which types of work require the conclusion of an agreement on material liability; the employer shall enter into such agreement with his employees performing these types of work.

Section 177

(1) An employee who enters into an agreement on material liability may withdraw from it (i.e. cancel it), if he is transferred to another type of work, transferred to another workplace, or relocated, or if his

employer, within one month of receiving written notification from him, fails to remedy defects in working conditions which prevent the employee from properly managing items entrusted to him. An employee may also withdraw from an agreement on joint and several material liability if another employee is assigned to the workplace or another managerial employee, or his deputy, is appointed. The employer must be notified in writing of the withdrawal (cancellation).

(2) An agreement on material liability shall terminate on the day an employee's employment relationship ends or the agreement is withdrawn from (cancelled).

Liability for Loss of Items Entrusted to an Employee

Section 178

(1) An employee shall be liable for the loss of tools, protective working aids and other similar items which the employer entrusts to him against a written confirmation (receipt).

(2) An employee shall be relieved of liability, wholly or in part, if he proves that he was not at fault, either for the whole loss or a part of it.

Joint Provisions on the Liability of Employees

Section 178a

(1) An employee who suffers from a mental disorder shall only be liable for damage that he causes if he is able to control his conduct or to consider the consequences of his conduct.

(2) An employee who through his own fault brings himself to such a condition that he is not able to control his conduct, or to consider the consequences of his conduct, shall be liable for damage caused while he is in this condition.

(3) An employee who intentionally causes damage by conduct contrary to the rules of decency and civic co-existence shall also be liable for damage.

Section 178b

(1) An employee shall not be liable for damage which he causes while averting damage threatening the employer's property or a danger threatening his life or health, unless he intentionally brought this state of affairs upon himself and he simultaneously behaved in a manner which was inadequate to the circumstances.

(2) An employee shall not be liable for damage which is the consequence of economic risk.

Scope of Damages

Section 179

(1) An employee who is liable for damage pursuant to section 172 shall compensate the employer for actual damage, namely in money, if the damage cannot be made good by the restoration of things to their original condition.

(2) The amount of damages (i.e. compensation for damage) to be paid by an individual employee as a result of his negligence may not exceed an amount equal to four and a half times his average monthly earnings before he caused the damage by non-performance of his obligation. This limit shall not apply if the damage was caused by drunkenness which the employee himself brought on, or after his use of other

addictive substances.

(3) In the case of damage which was intentionally caused, the employer can also demand compensation for other damage from the employee.

(4) If damage was also caused by the employer, the employee shall pay a proportionate part of the damages, according to the extent of his fault.

(5) If several employees are liable to pay damages to the employer, each of them shall pay a proportionate share of them, according to the extent of his fault.

Section 180

Determination of the amount of damage to an object shall be based on its price at the time it is damaged.

Section 181

An employee who is liable for a shortfall in (section 176) or the loss of (section 178) items entrusted to him shall make up the shortfall or make good the loss in its entirety.

Section 182

(1) In the case of joint and several liability for a shortfall, the individual employees' share of the compensation shall be determined according to the ratio of their gross earnings, with the earnings of their manager and his deputy being counted in double their amount.

(2) The share of compensation determined in accordance with the preceding subsection for individual employees, with the exception of their manager and his deputy, may not exceed an amount equal to their average monthly earnings before the damage occurred. If the entire damage is not covered by proportionate shares determined in this way, the manager and his deputy shall compensate the balance, in proportion to their gross earnings.

(3) If it is ascertained that the shortfall or a part of it was caused through the fault of one of the employees who is jointly and severally liable, this employee shall make up the shortfall in accordance with the extent of his fault. The remaining portion of the shortfall shall be made good by all of the employees who are jointly and severally liable, in accordance with the shares determined pursuant to the preceding subsection.

Section 183

For reasons which warrant special consideration, the competent court may reasonably reduce compensation for damage (i.e. damages).

Section 184

(1) An employee who, due to negligence, causes damage to the employer by producing a defective product (a reject) shall compensate him for the amount spent on material and wages, or for the necessary repairs to the reject and machinery, if he damaged it while producing the reject, up to an amount equal to one-half of his average monthly earnings. An employee shall not be under this obligation if the employer did not require him to stop working after the employee informed him of the defect.

(2) For the purposes of determining the amount of compensation for damage (i.e. damages), all damage caused in a single calendar month shall be added together.

(3) If a reject is the result of an excusable error on the part of an employee who is otherwise conscientious in his work, the employer may commensurately reduce the amount of damages the employee must pay. However, the amount of damages must be at least one-third of the actual damage or, if the damage exceeds one-half of the employee's average monthly earnings, an amount equal to one-sixth of his average monthly earnings.

(4) If the damage is caused by an employee's drunkenness or by his abuse of other addictive substances, he shall compensate the actual damage. The provisions of section 183 shall also apply.

(5) The obligation of an employee to compensate his employer for damage which he caused him by faulty (manual work involving) assembly, repair, modification or construction (civil engineering work) shall also be considered pursuant to the preceding subsections.

Section 185

(1) The employer shall determine the amount of damages he will require; if a managerial employee who is a statutory organ or his deputy caused the damage (either alone or together with a subordinate employee), the organ superior to him shall determine the damages.

(2) The employer shall discuss with the employee the amount of damages required and, as a rule, inform him of it no later than one month after the day when it was ascertained that the damage occurred and that the employee was liable for it.

(3) If the employee admits his liability to pay damages in the amount determined and agrees the method of payment with the employer, the employer shall conclude the agreement in writing, otherwise it shall be void. However, a separate written agreement shall not be necessary if the employee has already paid the damages.

(4) The employer shall discuss with the competent trade union organization (organ, body) the amount of damages required and the terms of the agreement on the method of payment, except for compensation of damage caused by the production of a reject and damages not exceeding CZK 1,000. If a managerial employee who is a statutory organ or his deputy causes damage (either alone or together with a subordinate employee), the organ superior to him shall determine the damages, after consultation with the higher trade union body (organ).

Section 186

Repealed

Division 3

Liability of Employers for Damage

Section l87

General Liability

(1) The employer shall be liable to an employee for damage which occurs to the employee while performing his working tasks, or in direct connection therewith, due to the employer's breach of statutory obligations or wilful conduct by him which is contrary to the rules of decency and civic coexistence.

(2) The employer shall also be liable to an employee for damage which other employees, acting on behalf of the employer, cause to such employee by breaching their obligations while performing tasks set by the employer (sections 9 and 10).

(3) The employer shall not be liable to his employee for damage to a means of transport which the employee uses without the employer's consent while performing working tasks, or in direct connection therewith.

Sections 188 and 189

Repealed

Liability for Damage in Cases of Injuries at Work and Occupational Diseases

Section 190

(1) If an employee suffers harm to his health or death from an injury (an accident) while performing his working duties or in direct connection therewith (an industrial injury i.e. injury at work), the employer with whom the employee had an employment relationship at the time of the injury shall be liable for damage caused by that injury.

(2) An injury which an employee suffers on the way to work or on the way home shall not be considered as an injury (accident) at work.

(3) The employer shall be liable for damage caused to an employee by an occupational disease, if prior to its discovery the employee last worked for that employer in an employment relationship under the conditions causing such disease. Occupational diseases shall be those diseases which are specified in the statutory provisions on social security (a list of occupational diseases), if they occur under the conditions stipulated therein.

(4) Even a disease which occurred prior to such disease being included in the list of occupational diseases shall be compensated as an occupational disease, and this from the time when the disease is included in the list, as well as retroactively for up to a maximum period of three years prior to such disease being listed.

(5) An employer shall compensate damage even if he fulfils his obligations under the statutory provisions and regulations on ensuring safety and the protection of health at work, unless he is exempted from this liability pursuant to section 191.

Section 191

(1) The employer shall be completely exempt from liability if he proves that:

(a) the damage was caused by the fact that the afflicted (injured) employee, through his own fault, breached the statutory provisions, other regulations or instructions ensuring safety and the protection of health at work, even though he was properly acquainted with them and his knowledge and observance of them was systematically required and checked; or

(b) if the afflicted (injured) employee brought the damage upon himself by drunkenness, or as a result of his abuse of other addictive substances, and the employer was not able to prevent the damage,

and that those facts constituted the sole cause of the damage.

(2) The employer shall be exempt from liability in part if he proves that:

(a) the afflicted (injured) employee, through his own fault, breached the statutory provisions, other regulations or instructions ensuring safety and the protection of health at work, even though he was properly acquainted with them, and that this breach was one of the causes of the damage;

(b) one of the causes of the damage was the drunkenness of the afflicted (injured) employee or his abuse of other addictive substances;

(c) the employee suffered damage because he acted contrary to usual conduct (practices), so that it is evident that, even though he did not breach any statutory provisions, other regulations or instructions ensuring safety and the protection of health at work, he acted recklessly and, considering his skills and experience, he must have been aware that he could cause damage to his health.

(3) If the employer is exempt from liability in part [subsection (2)], the part of the damage for which the employee shall be held responsible shall be determined according to the degree of his fault; however, in the cases stated in subsection (2)(c), the employer shall compensate at least one-third of the damage.

(4) When considering whether an employee breached statutory provisions or other regulations on ensuring safety and the protection of health at work [subsections (1)(a) and (2)(a)], it is not possible to refer only to the general provisions according to which everyone should act in such a manner as not to endanger his own health or that of others.

(5) Common carelessness and conduct (practices) arising from the risks of work cannot be considered as reckless conduct [subsection (2)(c)].

Section 192

The employer may not be exempt from liability if an employee sustains an injury at work while preventing imminent damage to the employer's property or a danger directly putting at risk life or health, if the employee did not himself wilfully bring about that state of affairs.

Section 193

(1) In the case of an employee who sustains an injury at work (an industrial injury) or who has been diagnosed as having an occupational disease, he shall be compensated by his employer to the extent to which the employer is liable; the employer shall compensate such employee (proportionately) for:

(a) loss of earnings;

(b) pain and aggravation of social self-assertion (usefulness);

(c) the purposefully incurred cost of medical treatment;

(d) material damage; the provisions of section 187(3) shall apply to this case.

(2) Without undue delay, the employer shall discuss the method and extent of compensation with the competent trade union organization (organ, body) and the employee.

Section 193a

Compensation for loss of earnings during a period of inability to work and for loss of earnings after the end of the period of inability to work for the same reasons are separate and not concurrent entitlements.

Section 194

(1) Compensation for loss of earnings during the period of an employee's inability to work shall be in an amount corresponding to the difference between his average earnings before the damage caused by the injury at work (industrial injury) or occupational disease and the full amount of his sickness benefits.

(2) There shall be an entitlement to compensation for damage under the preceding subsection even if there is a further period of inability to work due to the same injury at work or occupational disease; this compensation shall be based on the employee's average earnings before the occurrence of the further damage. However, if before the occurrence of this further damage the employee was entitled to compensation for loss of earnings after the period of inability to work ended, he shall receive compensation in accordance with the preceding subsection up to the amount to which he would have been entitled pursuant to section 195, if he had been unfit to work; his sickness benefits shall be considered as earnings following an injury at work or the ascertainment of an occupational disease.

Section 195

(1) Once an employee's period of inability to work ends or when he is (officially) recognized to be fully or partially disabled, compensation for loss of earnings shall be granted to the employee in such an amount that, together with his earnings (if any) after the injury at work (industrial injury) or discovery of an occupational disease, and the possible award of a full or partial disability pension for the same reason, it equals his average earnings before the injury (disease) occurred. Any increase in the disability pension because he is bedridden shall not thereby be taken into account, nor shall any decrease in the pension under the statutory provisions on social security, or even earnings of the employee generated by an increase in his working efficiency.

(2) The employee shall be entitled to compensation for loss of earnings after the end of the period of inability to work during a subsequent period of inability to work for reasons other than his initial injury at work (industrial injury) or occupational disease. After an injury at work or discovery of an occupational disease, the earnings on which the amount of sickness benefits was based shall be applicable.

(3) An employee who without good reason refuses to take up work which was found for him is only entitled to compensation for loss of earnings pursuant to the preceding subsection in an amount equal to the difference between his average earnings before the occurrence of an injury or discovery of occupational disease and the average earnings which he might have attained by performing the work found for him. The employer shall not compensate the employee up to an amount which, without good reason, he failed to earn.

(4) The employee shall be entitled to compensation for loss of earnings after the end of the period of inability to work, but this entitlement shall not last longer than until the end of the month in which he reaches the age of 65.

Section 195a

A possible loss of pension shall not be considered as damage under this Code.

Section 196

Compensation for pain and aggravation of social self-assertion (usefulness), which the employee sustains as a result of an injury at work (industrial injury) or occupational disease, shall be paid in a lump sum.

Section 197

(1) If an employee dies as the result of an injury (accident) at work or an occupational disease, his employer shall, to the extent of his liability:

(a) reimburse amounts spent on purposefully incurred expenses connected with his medical treatment;

(b) reimburse reasonable funeral expenses;

(c) reimburse the cost of maintaining his survivors;

(d) pay a lump sum to his survivors;

(e) compensate material damage; provisions of section 187(3) shall also apply to this case.

(2) The entitlements due pursuant to the preceding subsection shall not depend on the employee having claimed his damages within the determined period.

Section 198

The person who met the cost of medical treatment and the funeral expenses shall be reimbursed. Any funeral grant under the State Social Support Act shall be deducted from the funeral expenses.

Section 199

(1) Reimbursement of the cost of the survivors' maintenance shall be due to those survivors whom the deceased maintained, or was under an obligation to maintain.

(2) Calculation of this reimbursement shall be based on the average earnings of the deceased; however, reimbursement of the cost of maintaining all of the survivors may not exceed the total amount of compensation for loss of earnings to which the deceased would have been entitled under section 195, and it may not be provided for a longer time than the compensation would have been paid to the deceased under section 195(4).

(3) Reimbursement of costs is due, unless it is covered by the payment of pension insurance benefits granted for the same reason.

Section 200

(1) An award of damages in the form of a lump sum is due to a spouse or a child entitled to a widow's or orphan's pension. The child is entitled to CZK 80,000, and the spouse to CZK 50,000. In warranted cases, the parents of the deceased shall also be awarded a lump sum of CZK 50,000. A higher amount may be agreed in a collective bargaining agreement or prescribed in internal regulations. The same shall also apply to employers who are not engaged in business activities.

(2) Compensation for material damage shall be due to the employee's heirs.

Section 201

Repealed

Section 202

(1) In the case of a substantial change in the injured (aggrieved) person's circumstances which were decisive for determination of the amount of damages, the injured person and the employer may require an adjustment of their rights or obligations.

(2) In respect of changes in the level of wages, the Government can modify the conditions, amount and method of compensation for loss of earnings due to employees after the end of a period of inability to work caused by an injury at work (industrial injury) or occupational disease.

Section 203

The Ministry of Health, acting in agreement with the Ministry of Labour and Social Affairs, may stipulate in a decree the maximum amount of compensation for pain and aggravation of social self-assertion (usefulness) and the method of determining such amounts in individual cases.

Liability in Special Cases

Section 204

Liability for Damage to Deposited Items

(1) The employer with whom an employee has an employment relationship shall be liable for damage to items which such employee, while performing his work or in direct connection therewith, leaves on the employer's premises in a place determined for this purpose or a place where such items are usually left.

(2) The employer shall only be liable for such things up to a maximum amount of CZK 5,000, unless items which employees do not usually bring to work (larger sums of money, jewellery and other valuables) were accepted for safekeeping. However, if it is ascertained that the damage to the things was caused by another of the employer's employees, or if the employer accepted items for safekeeping (special custody), the employer shall compensate the damage without limit.

(3) The entitlement to compensation for damage terminates if the employee does not notify the employer of it without undue delay, at the latest within 15 days of the day he learns of the damage.

Section 205

Liability for Averting Damage

(1) An employee who suffers material damage while averting damage threatening the employer's property shall be entitled to receive compensation from the employer for the damage suffered, and also compensation for amounts usefully spent for this purpose, provided that such employee did not wilfully bring about the danger himself and provided that he acted reasonably in the circumstances.

(2) This entitlement shall also pertain to an employee who averts a danger putting at risk life or health if the employer would have been liable for the damage caused.

Joint Provisions on Employer's Liability

Section 205a

If the employer proves that damage was also caused by the employee who suffered damage, the employer's liability for the damage shall be proportionately reduced; liability for damage concerning injuries at work or occupational diseases shall be subject to the provisions of section 191.

Section 205b

(1) The employer shall compensate an employee for his actual damage in money, if the employer cannot

make good the damage by restoring the thing to its previous condition. If the damage was wilfully caused, the employee may also claim compensation for other damage. If damage (harm) to health, other than that caused by an injury at work or occupational disease, is involved, then the provisions on injuries at work (industrial injuries) shall apply to the method and extent of the compensation; however, survivors shall not be entitled to lump sum damages.

(2) The amount of material damage shall be based on the price of the property at the time of the damage.

(3) Compensation for loss of earnings shall be paid by the employer regularly once a month.

Section 205c

(1) An employer who compensates an injured (aggrieved) person for damage done to him shall be entitled to compensation from the person who, under the Civil Code, is liable for such damage; the entitlement corresponds to the extent of that person's liability towards the injured person, unless otherwise agreed in advance.

(2) In the case of damages related to an occupational disease, the employer who compensated the damage shall be entitled to reimbursements from all employers for whom the afflicted employee worked under the conditions which caused the occupational disease, to an extent corresponding to the length of time for which the employee worked for any such employer under the said conditions.

Section 205d

Statutory Insurance of Employer's Liability for Damage Relating to an Injury at Work or Occupational Disease

(1) Employers employing at least one employee shall be insured against liability for damage caused by injuries at work (i.e. industrial injuries) and by occupational diseases (hereafter “statutory insurance”) with Česká pojišťovna (Czech Insurance Company), joint stock company, provided that these employers were covered by a relevant insurance policy with Česká pojišťovna on 31 December 1992. Other employers shall be insured with the Czechoslovak co-operative insurance company Kooperativa, joint stock company, or its legal successor in the Czech Republic (hereafter only “the insurance companies”). This shall not apply to employers if they have the status of organizational components (establishments) of the State (Note 40).

(2) Should the insurance companies suffer a financial loss (detriment) as a result of their operation of statutory insurance, they shall be entitled to compensation for the loss from the state budget. Any gains accruing to the insurance companies from statutory insurance shall be transferred to the state budget.

(3) A financial loss shall mean a loss to the insurance company resulting from its statutory insurance operations. This loss shall be a negative balance between the estimated cost of insurance benefits to be paid and the actual cost of insurance benefits paid out, as accounted for at 31 December each year.

(4) An insurance company's surplus from statutory insurance shall mean a positive balance between the estimated cost of insurance benefits to be paid and the actual cost of insurance benefits paid out, as accounted for by the insurance company at 31 December each year.

(5) The insurance company shall notify the Ministry of Finance of the financial results of its statutory insurance operations in the preceding year by 31 March of the following year at the latest. The Ministry shall compensate such financial loss of the preceding year by 30 June of the current year at the latest. By the same date, any surplus from statutory insurance must be transferred to the state budget.

(6) The insurance companies shall keep their records of statutory insurance separately from the records of their other activities. In addition to this, the Czechoslovak co-operative insurance company Kooperativa,

joint stock company, shall keep separate accounting records for its statutory insurance operations in the Czech Republic and the Slovak Republic.

(7) The Ministry of Finance shall determine in a decree details of the conditions and rates of insurance premiums.

(8) If an employer's rights and obligations from labour relations are not transferred to another employer when the former employer's undertaking (enterprise) is wound up, an injured person (or survivor) has a direct right to compensation of damage against the insurance company to the same extent as the employer would have been obliged to compensate such damage.

(9) The scope (extent) to which the employer is covered by statutory insurance extinguishes this employer's duty (within the same scope) to conclude contractual insurance cover under other provisions.

Section 206

The provisions of this Chapter shall also apply to individuals holding public office and, to the extent stipulated in a government decree, to disabled individuals who are not in any employment relationship and whose vocational training takes place according to other statutory provisions, to students in basic schools, basic art schools, apprentice schools, vocational secondary schools and special schools, higher vocational schools, university-level students, to members of voluntary fire brigades and mining rescue corps, to individuals who, at the request of a state administrative authority, a local government authority or the commander of an operation (or with his knowledge), give personal assistance during an operation against a natural disaster, or who in the aftermath of such a disaster and as part of operations organized by local government authorities, voluntarily give assistance by performing a vital task in the public interest; these provisions shall also apply to members of co-operatives who suffer injury in the course of their duties or an agreed activity on behalf of the co-operative, to workers of the Red Cross, blood donors and members of the Mountain Rescue Service, to individuals who, on request and in accordance with the instructions, personally assist rescue operations in the countryside and who voluntarily provide social care services (within the social security system) and to individuals who are assigned by their employer to certain functions or activities, when they suffer injury while fulfilling tasks related to such functions or activities.

CHAPTER IX
WORK-RELATED DISPUTES

Section 207

Courts shall consider and rule on disputes between an employer and an employee over entitlements ensuing from an employment relationship.

Sections 208 to 216

Repealed

PART THREE

Sections 217 to 231

Repealed

PART FOUR

AGREEMENTS ON WORK PERFORMED OUTSIDE OF EMPLOYMENT RELATIONSHIPS

Section 232

(1) Employers shall ensure performance of their tasks primarily through employees who are in an employment relationship with them. Only as an exemption, for the purpose of performance of tasks and meeting their needs, employers may also conclude agreements with individuals on work to be performed outside of the employment relationship (an agreement for the performance of a work assignment and an agreement on working activity), if it concerns work:

(a) whose regular performance cannot be arranged by the employer as part of the predetermined schedules of working time and working shifts so that its management, monitoring and supervision of the observance of working time would be effective and not economical;

(b) whose performance in an employment relationship would be socially inefficient or uneconomic for the employer for other reasons.

(2) These agreements may be concluded with adolescents only if their healthy development or occupational training is not thereby put at risk.

Section 233

(1) On the basis of concluded agreements, employees shall in particular:

(a) perform work conscientiously and properly according to their strength, knowledge and ability and adhere to the terms of the agreement;

(b) perform the work personally or with the assistance of family members stated in the agreement;

(c) observe the statutory provisions applicable to the work being performed by them, especially the provisions on ensuring safety and the protection of health at work; observe other regulations applicable to the work being performed by them, especially regulations for ensuring safety and the protection of health at work, with which they have been duly acquainted;

(d) look after the equipment (means) entrusted to them and guard and protect the property of the employer against damage, loss, destruction and misuse.

(2) On the basis of concluded agreements, employers shall in particular:

(a) create suitable working conditions for employees which ensure the proper and safe performance of work, and especially provide the necessary basic equipment, materials, tools and personal protection working aids;

(b) acquaint employees with the statutory provisions and other regulations applicable to the work being carried out by them, especially the statutory provisions and other regulations ensuring safety and the protection of health at work;

(c) adequately supervise the proper performance of work;

(d) in exchange for their work, provide employees with the agreed remuneration, which may not be inconsistent with the labour provisions;

(e) observe other terms of the agreement; however, an employee's other possible entitlements or perquisites which are to his benefit may not be agreed so that they are more favourable than similar entitlements and perquisites ensuing from an employment relationship.

(3) The prohibition on certain kinds of work for women and adolescents shall also apply to work performed on the basis of these agreements.

Section 234

(1) An employee shall be liable to the employer with whom he has concluded an agreement concerning damage caused by a breach of his obligations (for which the employee is to blame) while doing the work, or in direct connection therewith, in the same way as an employee in employment relationship is liable, even if the damage is caused by members of his family who are helping him to do the work. If the work is done on the basis of an agreement for the performance of a work assignment, the amount of compensation for damage caused by negligence may not exceed one-third of the actual damage or one-third of the remuneration agreed for performance of the assignment, with the exception of the cases pursuant to sections 176 to 178.

(2) The employer shall be liable to his employee for damage which the employee suffers while performing work under the concluded agreement, or in direct connection therewith, to the same extent as he is liable to employees who are in an employment relationship; the employer shall be liable to the employee's family members in accordance with the Civil Code.

Section 235

Disputes over these agreements shall be dealt with in the same manner as disputes ensuing from an employment relationship.

Section 236

Agreements for the Performance of a Work Assignment

(1) An employer may conclude an agreement for the performance of a work assignment (or an agreement on the performance of work; in Czech “dohoda o provedení práce”) if the expected duration of the project (work task) which is the subject of the agreement is no longer than 100 hours. The period of time spent by the employee on the performance of another work assignment for the employer in the same calendar year shall also be counted with regard to the said limit. A government decree may determine exceptional cases in which the period of time of the performance of another work assignment shall not be counted with regard to the said limit.

(2) An agreement for the performance of a work assignment may be concluded in writing or orally. The work assignment and remuneration for performing it must be stated in the agreement, and as a rule the period of time during which the work assignment must be completed shall also be agreed in the agreement; in addition, the employer should state in the written agreement, or in the written record of an oral agreement, the expected duration of the work assignment in accordance with the preceding subsection, unless the duration is evident from the specification of the work assignment.

(3) The work assignment must be carried out within the agreed time, otherwise the employer may withdraw from the agreement. An employee may withdraw from the agreement if he cannot carry out the work assignment because the employer did not create the agreed working conditions; the employer shall

compensate him for any damage caused as a result of this.

(4) Remuneration for performance of the work assignment shall be payable after completion and delivery of the work. The parties may agree between themselves that a part of the remuneration will be payable after a certain part of the work assignment is fulfilled. After discussing it with the employee, the employer may reduce the amount of remuneration if the work performed does not correspond to the agreed terms.

(5) Should the employee die before the work assignment is completed, the entitlement to reasonable remuneration for the work performed, when the employer can make use of the results of the work, and to reimbursement of expenses reasonably incurred, shall not terminate, but become a part of the deceased person's estate.

Agreements on Working Activity

Section 237

(1) An agreement on working activity ("dohoda o pracovní činnosti") may be concluded by an employer and an individual, even if the expected extent (duration) of the work does not exceed 100 hours.

(2) However, work whose average duration exceeds one-half of the prescribed weekly working time may not be performed on the basis of an agreement on working activity; any possible stand-by (working readiness) for which the employee is not entitled to remuneration and stand-by at home shall not be included in this period of time. A government decree may determine exceptional cases in which it is possible, on the basis of an agreement on working activity, to perform work in excess of the working time stated in the preceding sentence.

(3) Observance of the agreed and maximum permissible length of working time (under the preceding subsection) shall be considered on the basis of the whole period of time for which the agreement was concluded [section 238(2)], but for no longer than a period of 12 months.

Section 238

(1) The employer shall conclude an agreement on working activity in writing, otherwise it shall be void. The agreed work, the agreed remuneration for performance of the work, and the agreed working time and period of time for which the agreement is concluded must be stated in the agreement. The employer shall give the employee one copy of the agreement on working activity. Prior to concluding an agreement on working activity, the employer shall proceed pursuant to section 1(3) and (4).

(2) An agreement on working activity shall be concluded either for a fixed-term or for an indefinite period. The manner of termination may be agreed in the agreement. It is only possible to agree to the immediate termination of the agreement in the same circumstances in which an employment relationship may be immediately terminated. If the manner of termination is not implied by the wording of the agreement, it may be terminated by the parties as of an agreed day and unilaterally, simply by giving notice on any grounds whatsoever or on no stated grounds, with a 15-day notice period beginning on the day when the written notice of termination is delivered to the other party.

Section 239

Repealed

Section 239a

Remuneration for work performed shall be due on the pay-day designated by the employer for the payment of wages (section 119) and, if a lump-sum payment of remuneration was agreed, it shall be payable only after performance of the whole work task on the next pay-day after completion and delivery of the work. The parties may agree between themselves differently on the due date of remuneration.

Section 239b

(1) The amount of remuneration and the terms on which it is provided, taking into account the type and manner of the work or activities performed, shall be agreed between the employer and the employee in their agreements for the performance of a work assignment or agreement on working activity. When negotiating the amount of remuneration, the employer shall observe the provisions of sections 1(3) and (4) and 7(2) to (6).

(2) If the terms of an agreement for the performance of a work assignment or an agreement on working activity also cover reimbursement of expenses incurred in connection with performance of the work which is governed by other statutory provisions (Note 35), they shall always be agreed separately from the agreement on remuneration for the work performed.

PART FIVE
JOINT PROVISIONS

CHAPTER I
ACTS IN LAW

Section 240

(1) An act in law (an employment contract, notice of termination, an agreement on damages, etc.) is a manifestation of will (intention) aimed at the creation, modification or termination of those rights or obligations which the statutory provisions attach to such manifestations.

(2) A manifestation of will can be performed either by an act or by an omission; it may be performed explicitly or in another manner which leaves no doubt as to what the party intended to express. If a person who cannot read or write wishes to perform an act in law in writing, an official record is required, or a record accompanied by a document signed by two simultaneously present officials of the competent trade union organization (organ, body) confirming that the the official record corresponds to the person's expressed intention.

(3) The manifestation of will shall be interpreted, taking into account the circumstances under which it was performed, in accordance with the rules of decency and civic coexistence.

Section 241

(1) The creation, modification or termination of a right or obligation may be conditional. An impossible condition attached to the termination of a right or obligation shall not be taken into consideration.

(2) If a party who benefits from non-performance of a condition deliberately frustrates its performance, the act in law shall become unconditional.

(3) Performance of a condition shall not be taken into consideration if it is deliberately brought about by a party who has no right to do so and to whom its performance is advantageous.

Void Acts in Law

Section 242

(1) An act in law shall be void if:

(a) its contents or purpose contradicts or circumvents the law or if it conflicts with the interests of society;

(b) it was not undertaken freely and in earnest, or in a definite or intelligible manner;

(c) as a result, an employee waives his rights in advance;

(d) it is undertaken by an employee whose mental state renders him incapable of performing such an act in law;

(e) the person who undertook it lacked the capacity to perform acts in law.

(2) Acts in law which the competent body has not approved as prescribed, or which were not undertaken in the form stipulated by this Code, are void only if so explicitly stated in this Code, or in another law. If this Code only requires that an act in law be discussed with the competent body, the act in law remains valid, even if it was not discussed with such body.

(3) If the grounds for invalidity (nullity) relate only to part of an act in law, only this part shall be void, if it does not follow from the nature of the act in law, its terms or the circumstances under which it was undertaken that this part may not be separated from the other parts of such act in law.

Section 243

(1) If an employee unfairly obtains a benefit to the detriment of his employer, or the employer to the detriment of his employee, he must surrender it.

(2) Unjust enrichment is a material benefit acquired through a performance which has no legal ground or is based on a void act in law.

(3) However, an employer may only request an employee to refund unjustly paid-out amounts if the employee knew or must have known from the circumstances that the amount was incorrectly determined or paid out in error, and this request must be made within three years of the payment being made.

(4) The invalidity (nullity) of an act in law may not cause detriment to the employee if its invalidity was not exclusively caused by him; if the employee suffers damage as the result of such a void act, the employer is obliged to compensate it.

Section 243a

Repealed

Contracts (Agreements)

Section 244

(1) A contract (an agreement) agreed in accordance with the relevant labour provisions shall be concluded as soon as the parties reach agreement on its terms.

(2) An offer (proposal) to conclude a contract must be accepted within a period of time designated by the offeror. If the period is not designated, the offer must be accepted immediately if the parties are directly negotiating; otherwise, it must be accepted without undue delay. An offer is accepted at the moment when its acceptance reaches the offeror.

(3) A contract shall not be concluded if the offer is accepted late, or if the other party requests changes; such a manifestation is considered to constitute a new offer.

(4) Until an offer or the acceptance of it reaches the other party, the parties may withdraw their offers or acceptance.

(5) In order to conclude a contract in writing, it shall be sufficient if the offer and the acceptance are made in writing. The parties' offer and acceptances do not have to be contained in the same document.

Section 245

(1) A party may only withdraw from a contract if this Code so provides or if the parties so agree.

(2) Withdrawal from a contract invalidates it from the beginning, unless this Code provides otherwise or the parties agree otherwise.

(3) A party which negotiated a contract on the basis of an erroneous fact which the other party must have known about has the right to withdraw from the contract if the erroneous fact relates to a circumstance without which the contract would not have been concluded.

(4) It shall only be possible to withdraw from an employment contract [section 33(2)] if the employee did not start work pursuant to such contract.

CHAPTER II

SECURING RIGHTS AND OBLIGATIONS ENSUING FROM LABOUR RELATIONS

Section 246

(1) An employer can secure satisfaction of an entitlement (right) by an agreement on the deduction from wages concluded between him and his employee; deductions from wages may not amount to more than in the case of a writ of execution (Note 10). The agreement must be concluded in writing, otherwise it is void.

(2) The provisions of the preceding subsection shall also apply to other types of income which, in the case of a writ of execution, may be treated in the same way as wages.

Section 247

(1) If an obligation is incurred by an employee to compensate damage to things of value which were entrusted to him, and which he is obliged to account for, another individual may, by a written statement, guarantee satisfaction of the employer's claim, should it not be satisfied by the employee.

(2) At the surety's (guarantor's) request, the employer shall inform the surety, at any time and without undue delay, of the amount of his claim.

(3) The surety is obliged to satisfy the employer's claim if the employee did not do so, even though he

was called upon to do so in writing by the employer.

(4) A surety who satisfies an employer's claim shall be entitled to require that the employee reimburse the payment which he made to the employer.

Section 248

(1) The employer's entitlement to compensation for damage to things of value which were entrusted to a specific employee, and for which the employee is accountable, and the employer's entitlement to compensation of damage which the employee wilfully caused, may also be secured by a written contract creating a mortgage on real estate owned by the employee.

(2) For a contract pursuant to subsection (1) to be effective, it must be registered in the Real Estate Cadastre (Land Registry). The mortgage shall be established on the day it is registered in the Real Estate Cadastre. The proceedings on registration shall commence on the basis of a petition filed by the employer.

(3) As long as the mortgage endures, transfer of the real estate without the employer's consent shall be void.

(4) The order and manner of satisfying entitlements secured by mortgage in the case of a writ of execution shall be subject to the Civil Code.

(5) The mortgage on the real estate terminates when the entitlement pursuant to subsection (1) is satisfied.

CHAPTER III

TRANSFER OF RIGHTS AND OBLIGATIONS ENSUING FROM LABOUR RELATIONS

Section 249

(1) Transfer of rights and obligations ensuing from labour relations may only occur in the cases stipulated in this Code or in other statutory provisions.

(2) In the event of an employer's enterprise (undertaking) or its part being transferred to another employer, or if all or some of the employer's tasks or activities are transferred to another employer, the employees' rights and obligations ensuing from labour relations shall transfer to the full extent to the employer taking over the enterprise, its part or tasks (activities). For these purposes, “the employer's tasks and activities” shall in particular mean tasks relating to output or services and similar activities which are performed by a legal entity or an individual in his/its own name and at his/its own liability in facilities or premises determined for their performance (execution) in accordance with other statutory provisions. “The employer taking over the enterprise” (or “the taking-over employer”) shall mean, irrespective of the legal ground for such transfer and whether ownership rights are transferred, the legal entity or individual regarded as being competent as an employer (sections 8 and 8a) to continue fulfilment of the hitherto employer's tasks or activities or similar activities.

(3) The hitherto employer's rights and obligations to his employees whose labour relations were terminated before or on the day of the transfer shall remain unaffected, unless other statutory provisions stipulate otherwise.

Section 250

(1) Before the transfer (transferance, transmission) of rights and obligations (ensuing from labour relations) from the hitherto employer to the employer taking over the enterprise occurs, the hitherto employer and the employer taking over shall inform the competent trade union organization (organ, body) or the works council of this fact and consult it in order to agree on the (proposed) date of the transfer, the grounds for it, its legal, economic and social consequences and the envisaged measures relating to employees.

(2) If no trade union organization (organ, body) or works council has been established at the employer's enterprise, or if it is not functioning, the hitherto employer and the employer taking over shall directly inform the employees who will be affected by the transfer and discuss with them the facts pursuant to subsection (1).

Section 251

(1) If closure of the present employer's entity is brought about by its division, the organ (body) which has decided to divide it shall also determine which of the newly-constituted employers (undertakings, enterprises) shall take over the hitherto employer's rights and obligations ensuing from labour relations.

(2) If the employer's enterprise is wound up, the organ (body) which has decided to wind it up shall determine which employer shall satisfy the entitlements of employees of the wound-up employer's enterprise (undertaking) or who, as the case may be, shall claim entitlements of the wound-up employer's enterprise (undertaking). If the winding-up is associated with liquidation, the procedure under other statutory provisions (Note 23) shall be followed.

(3) If a transfer (transference) of employer under section 249 occurs on expiry of the period for which such employer (undertaking) was established or on fulfilment of the purposes for which the employer was established, and if this employer is directed by a superior organ [authority; section 272(3)], the superior organ (authority) shall determine the employer to whom the rights and obligations (ensuing from labour relations) shall transfer.

Section 251a

Upon the death of an employer who is an individual, the rights and obligations ensuing from labour relations shall transfer to his heirs.

Section 251b

(1) If other statutory provisions (Note 40) stipulate that an establishment belonging to the State (i.e. an organizational component of the State) is to be dissolved on its merger or consolidation with another establishment belonging to the state (i.e. another organizational component of the State), all rights and obligations which ensue from labour relations shall transfer to the taking-over establishment.

(2) If other statutory provisions stipulate that an establishment belonging to the State is to be dissolved on the establishment's division, rights and obligations ensuing from labour relations shall transfer to the newly constituted state-owned establishments (organizational components). Other statutory provisions shall determine which of the State's newly constituted establishments shall take over the rights and obligations ensuing from labour relations terminated before the division of the (original) establishment.

(3) If other statutory provisions stipulate that a state-owned establishment (organizational component) shall be constituted for a fixed term, the statutory provisions shall also determine which establishment (organizational component) shall take over the rights and obligations ensuing from labour relations upon dissolution of the (original) establishment when the fixed term for its existence expires. If an

establishment which, by decision of its founder, is to be dissolved on expiry of the fixed term for which it was constituted, all rights and obligations ensuing from labour relations shall transfer to the founder, unless the founder decided that such rights and obligations should be transferred to another state-owned establishment founded by the same founder.

Section 251c

(1) If the statutory provisions (Note 40) stipulate that a part of a state-owned establishment (organizational component) is to be transferred to another state-owned establishment, rights and obligations ensuing from labour relations which relate to such part shall transfer to the taking-over establishment. If the founder of a state-owned establishment (organizational component) decides to amend the establishment's founding deed and transfer a part of the establishment to another state-owned establishment, rights and obligations which ensue from labour relations at the said part of the establishment shall transfer to the taking-over establishment.

(2) If rights and obligations which ensue from the labour relations of employees at the part of a state-owned establishment being transferred pursuant to subsection (1) were terminated before the transfer, the rights and obligations shall be exercised by the existing establishment.

Section 251d

(1) If other statutory provisions (Note 40) stipulate that a state-owned establishment (organizational component) shall be wound up, these statutory provisions shall also determine the state-owned establishment to which rights and obligations ensuing from labour relations at the wound-up establishment shall transfer, and which state-owned establishment shall satisfy the entitlements of employees of the wound-up establishment, or, as the case may be, claim entitlements against the employees.

(2) If a state-owned establishment (organizational component) is wound up by its founder's decision, rights and obligations ensuing from labour relations shall transfer from the wound-up establishment to the founder, unless the founder decides that such rights and obligations shall transfer to another state-owned establishment founded by the same founder.

CHAPTER IV

DISCHARGE OF RIGHTS AND DUTIES ENSUING FROM LABOUR RELATIONS

Satisfaction of Entitlements

Section 252

(1) An entitlement is discharged when it is satisfied.

(2) An entitlement must be duly and timely satisfied.

Section 253

(1) An entitlement must be satisfied at a place fixed by this Code or by agreement of the parties. If the place of performance is not fixed in this way, it shall be the home address or seat of the person whose entitlement is to be satisfied.

(2) If the period of time for satisfaction of an entitlement is not stipulated in the statutory provisions or determined in a decision or agreed, the entitlement must be satisfied within three days of the day when the entitled party requested its satisfaction.

(3) If an entitlement is satisfied through the entity licensed to provide postal services, or through a banking institution, it is satisfied at the moment the payment is delivered.

(4) If the nature of the performance so admits, such performance (fulfilment) may be put into the custody of a court, if there are important reasons for such procedure, especially if the person concerned refuses to accept performance (fulfilment) or is not present.

Section 254

(1) Employees and employers shall accept even part performance.

(2) If an employer or an employee is to satisfy several monetary claims and the performance is not sufficient to settle all of them, the claim which is indicated as being settled is regarded as satisfied; if this is not done, the claim which matured earliest shall be satisfied first.

Section 255

(1) If an employee offers satisfaction of an employer's claim in instalments, the employer may permit the employee to satisfy the claim in adequate instalments. If the employee then pays the instalments within the agreed time-limits, these instalments shall be considered as timely and due performance (fulfilment).

(2) If the employee does not fulfil some of the instalments within the fixed time-limit, the employer may only ask for the satisfaction of the entire claim if this is agreed or determined in a final judgment. However, the employer may only exercise this right before the next instalment becomes due.

(3) If performance in instalments was agreed and if the employee (subsequently) wants to satisfy the entire claim at once, the employer is obliged to accept such performance from him.

Section 256

(1) A party which does not timely and duly satisfy the other party's claim (entitlement) is in default.

(2) A party whose pecuniary entitlement is not timely and duly satisfied may, as a result of the default, demand interest on the arrears as fixed for the relations under the civil law (Note 11). If default on performance relates to a specific thing, the party which failed to perform the obligation timely and duly shall be liable for loss of the thing, damage to it or its destruction, unless this damage would have occurred anyway.

(3) Default does not occur if the other party refused to accept timely and due performance (fulfilment), or if it refused to provide the co-operation necessary for satisfaction of its claim (entitlement). If performance relates to a specific thing, the party shall bear the risk of loss of the thing, its destruction or damage to it.

Section 257

(1) An employer or an employee whose claim is satisfied shall issue a document confirming this fact, if the party satisfying the claim so requests.

(2) If the party whose claim (entitlement) is to be satisfied refuses at the time of acceptance of its performance to provide such confirmation, the person being ready to satisfy the claim may refuse to

satisfy it.

Section 258

Expiry of Time-Limits

Rights and obligations shall terminate upon expiry of the period of time to which they were limited.

Section 259

Agreements on Disputed Claims

Parties may agree to adjust claims which are disputed between themselves; the agreement must be in writing, otherwise it shall be void.

Section 260

Death of an Employee

(1) An entitlement (a claim) to compensation for pain and aggravation of social self-assertion (usefulness) shall extinguish upon the death of the employee.

(2) Other of the employee's entitlements shall not extinguish on his death; wage entitlements ensuing from employment relationship up to an amount equal to three times his average monthly earnings shall pass, in sequence, directly to his spouse, children and parents, if they lived with him in one household at the time of his death; if he had no relatives of this kind, the entitlements shall become part of his estate.

(3) An employer's pecuniary entitlements (claims) extinguish upon the death of the employee, with the exception of entitlements which are the subject of a final (enforceable) judgment, or which the employee accepted before his death in writing in respect of the grounds and amounts, and entitlements to compensate wilful damage or loss of items entrusted to the employee against a written receipt.

CHAPTER V

TIME-LIMITS AND PERIODS

Section 261

(1) An entitlement shall become statute-barred if it is not claimed before a court within a time-limit prescribed by this Code. Statute of limitations (negative prescription) shall only be considered if the person from whom the entitlement is claimed refers to it; in such circumstances a statute-barred claim may not be granted to the other party.

(2) The entitlement of an employee to compensation for loss of earnings due to an injury at work (an industrial injury) or occupational disease (sections 194 and 195), or other damage to his health (section 187), and to reimbursement of expenses for the maintenance of survivors (section 199) shall not become statute-barred. However, claims regarding individual payments derived from these rights shall become statute-barred.

(3) If a party claims his entitlement before a court and duly continues in the initiated proceedings, the period of limitations shall not run during the proceedings. The same shall apply to entitlements granted under a final (enforceable) judgment and for which a writ of execution was proposed before the court.

(4) A right (entitlement) shall extinguish (be discharged) if it is not claimed within the fixed time-limit only in the circumstances stated in sections 46(3) and (4), 53(2), 54(2), 59(3), 60(4), 64 and 204(3). If such a right is claimed after expiry of the fixed time-limit, the court shall consider extinguishment of the right, even if a party to the proceedings does not refer to this fact.

Section 262

(1) A time-limit shall begin to run on the day when a right could have been claimed for the first time.

(2) If performance (fulfilment) by instalments was agreed, the time-limit for claiming entitlements to individual instalments shall begin to run on the day they mature. If, as a result of non-performance (non-fulfilment) of any of the instalments, the entire entitlement becomes payable, the time-limit shall begin to run on the day the unpaid instalment was due.

Section 263

(1) Unless this Code provides for otherwise, the time-limit for claiming a pecuniary entitlement shall be three years.

(2) The time-limit for claiming a pecuniary entitlement, recognized in writing in respect of its grounds and amount by the person (party) obliged to satisfy it, and entitlements secured by an encumbrance on the transfer of real estate shall be ten years. If recognition of the entitlement concerns recurring fulfilments, the time-limit for claiming entitlement to individual fulfilments shall be three years from their due date (maturity).

(3) The time-limit for claiming an entitlement to compensation for damage (damages) shall be two years; it shall begin to run on the day when the injured (aggrieved) party learns that it has suffered damage and who is liable for it. However, the entitlement to damages shall become statute-barred if it is not claimed within three years, unless wilful damage was involved, when the time-limit shall be ten years after occurrence of the event which led to the damage; this shall not apply where harm was caused to health.

(4) ***If damage was caused by a breach of legal duty as a consequence of providing, offering or promising a bribe (Note 11a) by a person other than the aggrieved party, or as a consequence of direct of indirect demand of a bribe from the aggrieved party ("corruption practices" or "corruption conduct"), the right to claim compensation for such damage (i.e. damages) shall extinguish after three years of the day when the aggrieved party learned of the damage and of the person being liable (accountable) for it, however no longer than 10 years after the day when the corruption practices (conduct) occurred.***

Section 264

(1) If a claim is upheld in a final enforceable ruling (judgment) or affirmed conciliation award, the party whose claim should be satisfied must apply for a writ of execution within ten years of the day when, in accordance with the final ruling or affirmed conciliation award, the claim should be satisfied. In the case of performance by instalments, the time-limit for filing a petition seeking a writ of execution with regard to individual instalments shall begin to run as of the day of their maturity. If as a result of non-performance (non-fulfilment) of any of the instalments the entire claim becomes payable, a time-limit of ten years shall begin to run from the maturity date of the unpaid instalment.

(2) Claims to individual recurring fulfilments which are due on the basis of a final ruling or an affirmed conciliation award shall become statute-barred, if a petition for a writ of execution is not filed within three years of the day of their maturity.

(3) If a party files a petition for a writ of execution within the time-limits fixed in the preceding subsections, the period of the proceedings on the writ of execution shall not be included in the running of the time-limits.

Section 265

In the case of an employee's claim or a claim against an employee who is required to have a guardian, the period when a guardian has not been appointed shall not be included in the running of the time-limit for assertion of such claim.

Section 266

Time Calculations

(1) A time-limit shall begin to run on the day following the event which is decisive for the start of the period.

(2) The final day of a time-limit determined in weeks, months or years shall fall on the day whose name or the date whose number corresponds to the day on which the event which started the time-limit fell. If there is no such day in the month, the last day in the month shall be the last day of the time-limit. The term "one-half of a month" shall be understood to mean 15 days.

(3) If the final day of a time-limit falls on a Saturday, Sunday or public holiday, the following working day shall be the last day of the time-limit.

(4) Petitions to a court and written manifestations of will must be delivered to (served on) the other parties within the fixed time-limits, unless this Code or the labour-law provisions stipulate otherwise.

(5) The provisions of the preceding subsections shall not apply to time-limits to which rights and obligations were restricted (section 258) or to other periods, on whose expiry the creation of rights and duties are conditional; these time-limits shall start to run on the first day and finish on the final day of the fixed or agreed period.

Section 266a

Delivery of Documents

(1) Documents of the employer relating to the creation and termination of an employment relationship or creation, modification or termination of the obligations of an employee under his employment contract must be delivered to the employee personally. This provision shall similarly apply to documents on the creation, modification and termination of rights and obligations ensuing from agreements on work performed outside of an employment relationship. The employer shall deliver the documents to the employee at his workplace or flat (apartment), or wherever he can be found; if this is not possible, the documents may be delivered through the entity licensed for postal services.

(2) Documents which are delivered by the entity licensed for postal services shall be sent by the employer to the last address of the employee known to the employer by registered mail, when delivery shall be confirmed by a receipt which includes the words "personally delivered".

(3) If an employee to whom documents are to be delivered (by registered mail) is not present at his address when the mail is delivered, even though he resides at the address, the documents shall be left at the local establishment (post office) of postal services licence-holder or at the office of the local authority and the addressee shall be suitably informed of this fact. The documents shall be left there for ten days. The commencement of this period shall be duly marked on the envelope. If the documents are not

collected by the employee during the time-limit stated in the second sentence, the postal services licence-holder shall return the envelope containing the documents to the employer with a note that the envelope could not be delivered. Should the employee refuse to take delivery of the envelope (containing the documents), this shall be duly noted on the envelope by the postal services licence-holder and the envelope shall be returned to the employer.

(4) The employer's duty to deliver a document is fulfilled as soon as the employee takes delivery of the document, or as soon as it is returned by the postal services licence-holder to the employer as undeliverable, if the employee had frustrated delivery of the document by his acts or omissions. The consequences of delivery shall occur even if the employee refuses to take delivery of the document.

PART SIX
CONCLUDING PROVISIONS

Special Regulation of the Employment Relationships of Certain Employees

Section 267

(1) If the effective protection of state interests or important economic interests so requires, a government decree may determine derogations from this Code in the case of an employee sent abroad, regarding:

(a) his transfer (posting) to a workplace abroad or recall therefrom;

(b) the length of the prescribed weekly working time, its scheduling, work abroad on days of rest or its remuneration, payment of wages (remuneration) and compensatory wages and reimbursement of expenses in other than Czech currency;

(c) his taking up subsidiary employment relationships and concluding agreements for work outside of the employment relationship.

(2) Employment relationships of employees who do not work at their employer's workplace but who, in accordance with the terms of their employment contract, perform the work agreed with the employer at home during working hours which they schedule themselves (hereafter “home workers”) shall be regulated by this Code, with these exceptions:

(a) the provisions on the scheduling of prescribed weekly time and on the interruption at work due to breakdowns shall not apply;

(b) in the case of serious personal impediments to work, home workers are not entitled to compensatory wages from the employer;

(c) they are not entitled to a premium (bonus) for overtime work, work on public holidays or to other wage components determined in the provisions on wages.

(3) A government decree may determine other exceptions in the case of home workers, where these are necessitated by differences in their working conditions, or determine that, in the case of certain serious personal impediments to work, they are entitled to compensatory wages from their employer.

Sections 267a and 268

Repealed

Section 269

Spouses may not enter into a labour relations with each other.

Section 270

(1) The provisions of sections 154, 155 and 156(1) and (2) shall also apply to an employee permanently looking after a child.

(2) The provisions of sections 53(3), 154(2) and 156(2) shall also apply to an employee who proves that he usually on his own provides long-term care for a mostly or completely bedridden person.

Sections 270a and 270b

Repealed

Definition of Terms

Section 271

"Danger of an occupational disease" shall mean changes in an employee's state of health which were caused during his performance of work by his exposure to adverse conditions under which occupational diseases (Note 11b) arise, while such changes do not represent such harm to his health as to be deemed an occupational disease, but further performance of work in the same conditions would result in him contracting an occupational disease. A medical report on the danger of an occupational disease shall be issued by the competent health care facility (Note 11c). A government decree may determine which changes in the state of health of an employee shall be regarded as representing the danger of an occupational disease.

Section 272

(1) "Statutory provisions, labour-law provisions, special and wage provisions (regulations)" referred to in this Code shall mean provisions (regulations) which are generally binding. For the purposes of section 27(4), when an authority (organ, body) superior to an employer appoints a senior managerial employee to a position, this shall also mean any appointment to a position based on a Government resolution.

(2) Regarding the issue of labour-law provisions regulations, when this Code refers to "central authorities", it shall mean the central authorities of the state administration.

(3) For the purposes of this Code, the term "a superior organ" ("superior body" or "superior authority") shall mean those authorities which under other statutory provisions are authorized to inspect employers' performance of their tasks.

(4) For the purposes of this Code, the terms "competent trade union organization (body, organ)", "competent higher trade union body (organ)", or "competent central trade union body (or organ)" shall mean the organ authorized to act on behalf of such trade union organization in matters of legal relations; the term "competent central trade union body (organ)" shall mean the organ authorized to act on behalf of the relevant federation of trade union organizations in matters of legal relations (Note 29).

Section 273

(1) "Statutory provisions and other regulations on safety and the protection of health at work" shall mean

provisions or regulations on the protection of life and health and on hygiene and epidemics, regulations on the safety of equipment and standards (norms), building regulations, transport regulations, fire prevention regulations, and regulations on the handling of flammables, explosives, weapons, radioactive materials, chemical substances and chemical preparations and other materials harmful to health, to the extent that they regulate issues relating to the protection of life and health.

(2) Instructions safeguarding safety and the protection of health at work shall be specific instructions given to an employee by his superior for this purpose.

Section 274

(1) "Single persons" shall be understood to mean unmarried, widowed or divorced women, unmarried, widowed or divorced men, as well as women and men who are single for other good reasons, if they do not live with a common-law husband or wife.

(2) "Adolescent employees" shall mean employees under 18 years of age.

(3) The Family Act shall determine which person can be the legitimate representative of an adolescent employee.

Section 275

Average Earnings

(1) The determination and application of average earnings shall be subject to another Act (Note 32).

(2) For the purposes of labour law, "an employee's average earnings" shall mean his average gross earnings, unless labour-law provisions stipulate otherwise.

(3) When average monthly net earnings are to be ascertained for the purposes of pecuniary payments in accordance with the generally binding statutory provisions, average monthly net earnings shall be computed on the basis of average monthly gross earnings (Note 32) by deducting advance payments of personal income tax (Note 26), statutory social security and state employment policy contributions (Note 27), general health insurance contributions (Note 28), calculated according to the conditions and rates which apply to the employee in the month for which his net earnings are to be ascertained.

Transitory Provisions

Section 276

(1) Labour relations originating prior to 1 January 1966 shall also be considered in accordance with this Code, unless further provided for otherwise.

(2) Entitlements ensuing from an employment relationship until 31 December 1965 and acts in law concerning the modification or termination of an employment relationship, if such acts in law were undertaken before 1 January 1966 and their legal effects (even if due after this date) were related to such an employment relationship, shall be considered in accordance with the statutory provisions which were then in effect; however, the validity of the establishment of an employment relationship agreed in an employment contract shall always be considered pursuant to this Code.

(3) In the case of employees whose employment relationship was hitherto subject to the Act on Employment and Pay Conditions of State Employees, No. 66/1950 Coll., the kind of work which corresponds to the function to which they were appointed on a long-term basis before 1 January 1966 shall be considered as their agreed type (kind) of work; the same shall apply to the place where their work is

performed.

(4) Breaches of work discipline which occurred before 1 January 1966 shall be considered pursuant to this Code, if a decision to impose disciplinary measures has not yet come into effect. The provisions of section 79(2), however, shall also apply to disciplinary measures imposed prior to that day.

Section 277

(1) Labour disputes in respect of which proceedings were initiated before 1 January 1966 shall be considered and decided by the authority which is competent according to the statutory provisions then in effect.

(2) In the case of initiated labour disputes which were hitherto considered under Government Decree No. 120/1950 Coll. (on the rights and obligations of state employees, proceedings in matters of their employment relationship, and arbitration tribunals, as amended by Government Decree No. 12/1961 Coll.), the procedure shall be as follows:

(a) if the personnel office does not uphold objections as filed, it will pass them to the authority which, under this Code, is competent to deal with disputes;

(b) bodies (authorities) with which complaints and appeals were filed shall pass those which were not finally decided by 31 December 1965 to the competent district court which shall consider them.

(3) If the state prosecutor proposes to annul a final ruling issued on a labour dispute under the preceding subsection because it is contrary to the statutory provisions, the central committee of the competent trade union federation (association) will make a decision to annul it. After it annuls such a ruling, it shall refer the dispute to the competent court.

Section 278

(1) Time-limits which started to run before 1 January 1966 shall be considered, until the termination of those time-limits, under the statutory provisions hitherto in force.

(2) Periods of limitation which started to run before 1 January 1966 shall be considered pursuant to the statutory provisions in force until that time. If, however, this Code sets for the assertion of an entitlement a period which is shorter than that under the hitherto effective statutory provisions, the period (time-limit) shall end latest on 31 December 1966. A time-limit for asserting the invalidity of severance of an employment relationship shall end no later than three months after this Code comes into force. After the expiry of the said periods (time-limits), the entitlements concerned shall extinguish.

(3) An entitlement to compensation for damage that was intentionally caused, and from which the offender gained a material benefit, expires at the end of a ten-year period, starting from the day when the original period of limitation began to run.

Section 279

Repealing Provisions

(1) The following are hereby repealed:

1. Chapter XXVI of the General Civil Code promulgated on 1 June 1811, as amended;
2. The Trades Licensing Rules No. 227/1859 I.L. (Imperial Laws), as amended;
3. Act No. 115/1884 I.L., on employing adolescent workers and women, on daily working hours and

on Sunday rest from mining, as amended;

4. Act No. 21/1895 I.L., which regulates Sunday and holiday rest for the trades, as amended;
5. Decree No. 160/1906 I.L., on the servicing of machinery on maritime steamships of the merchant fleet;
6. Decree No. 180/1908 I.L., on the regulation of working conditions for employees in lead and zinc works;
7. Act No. 9/1914 I.L., on the service contracts of persons appointed in farming and forestry enterprises to service in higher grades (Act on Civil Servants);
8. Decree No. 206/1914 I.L., which supplements the provisions on the servicing and supervision of steam boilers and steam engines;
9. Act No. 91/1918 Coll., on the eight-hour working day;
10. Decree No. 11/1919 Coll., issuing regulations implementing the Act on the eight-hour working day;
11. Act No. 420/1919 Coll., on child labour;
12. Act No. 29/1920 Coll., regulating the employment and wage relations for domestic work, as amended by Government Decree No. 44/1951 Coll.;
13. Decree No. 499/1921 Coll., on the regulation of working hours in pharmacies;
14. Act No. 244/1922 Coll., generally regulating legal relations between employers and employees in Slovakia, as amended by Act No. 217/1924 Coll.;
15. Act No. 137/1924 Coll., issuing regulations on the protection of life and health of persons employed in the trades of housepainting, varnishing and artistic painting;
16. Trades Licensing Act for Slovakia No. 259/1924 Coll., as amended by modifying and supplementing statutory provisions;
17. Provisions of Part Two of Government Decree No. 15/1927 Coll., regulating salary and other service conditions for employees of the Czechoslovak State Railways;
18. Government Decree No. 16/1927 Coll., on service and salary conditions for craft employees in the technical construction and maintenance service and in automobile operation for the Czechoslovak Postal Service, as amended by Decrees No. 111/1945 Coll., No. 140/1946 Coll. and No. 220/1946 Coll.;
19. Act No. 39/1928 Coll., on the protection of the domestic labour market;
20. Act No. 154/1934 Coll., on the employment relationships of private clerical employees, business assistants and other employees in similar positions (Act on Private Employees);
21. Act No. 189/1936 Coll., on employment relationship of editors;
22. sections 62, 80(1) and 146(2) of Government Decree No. 41/1938 Coll., issuing general regulations for the protection of the life and health of labourers;
23. Act No. 333/1939 Slovak Laws, on employing foreigners;
24. section 6 of Decree No. 181/1940 Coll., issuing regulations for the protection of the life and health of employees working in air compression;
25. Decree No. 261/1942 Coll., on domestic work, as amended by Decree No. 76/1944 Coll.;
26. Government Decree No. 15/1945 Coll., on notification of employment relationship and its

termination;

27. Decree No. 71/1945 Coll., on the working duties of persons who have lost Czechoslovak citizenship;

28. Decree No. 88/1945 Coll., on general working duties;

29. Decree No. 652/1945 U.l., governing labour-law matters relating to the implementation of measures to accelerate the loading and unloading of vehicles and vessels;

30. Act No. 29/1946 Coll., introducing work identity documents;

31. Act No. 177/1946 Coll., on the regulation of working hours in bakeries;

32. Decree (Regulation) No. 184/1946 Coll., on the issuance of work identity documents and applications for sickness insurance, as amended by Decree No. 198/1948 Coll.;

33. Act No. 16/1947 Coll., on lodging and other provisions for employees on confiscated agricultural lands and their family members;

34. Act No. 45/1947 Coll., on working hours in mining industry;

35. Act No. 103/1947 Coll., making the trade of blowing technical glass a skilled craft;

36. Act No. 110/1947 Coll., making the vulcanizing trade a skilled craft;

37. Act No. 244/1948 Coll., on the state's wage policy;

38. Decree (Regulation) No. 1153/1948, regulating working and wage conditions for bakery employees;

39. Act No. 4/1949 Coll., on labour relations of caretakers;

40. Government Decree No. 40/1949 Coll., making employment in certain kinds of work in railway-managed workshops and autoshops equal to training at an apprentice schools;

41. Act No. 234/1949 Coll., on reimbursement of travelling, moving and other expenses;

42. Government Decree No. 278/1949 Coll., regulating the amount of certain reimbursements in accordance with the Act on reimbursement of travelling, moving and other expenses;

43. sections 3 to 10 of Act No. 64/1950 Coll., on social security for persons drafted into service with the armed forces and for their family members, as amended by legislative measures of the Presidium of the National Assembly No. 43/1956 Coll.;

44. Act No. 66/1950 Coll., on employment and wage conditions for state employees, as amended by legislative measures of the Presidium of the National Assembly No. 60/1956 Coll.;

45. Act No. 67/1950 Coll., on employment and wage conditions of career judges, procurators and judicial trainees (Judiciary Act);

46. sections 6(3) and (4), 17, 18, 20, 23, 25 and 26 of Government Decree No. 68/1950 Coll., issuing wage regulations for administrative employees, amended under Government Decree No. 38/1953 Coll.;

47. Government Decree No. 102/1950 Coll., which provides for the coming into force of the Act on reimbursement of travelling, moving and other expenses;

48. Government Decree No. 115/1950 Coll., on employment and wages conditions and pensions of former self-governed state employees transferred to national or communal enterprises, insofar as it regulates employment and wage conditions;

49. Government Decree No. 120/1950 Coll., on the rights and duties of state employees, on

proceedings in matters of their employment relationship and on arbitration commissions, as amended by Government Decree No. 12/1961 Coll.;

50. sections 4 to 8 of Government Decree No. 131/1950 Coll., implementing the act on social security for persons drafted into service with the armed forces and for their family members, as amended by Government Decree No. 18/1953 Coll.;

51. section 12(2) of the Civil Code, No. 141/1950 Coll.;

52. Government Decree No. 19/1951 Coll., on the adjustment of working hours in order to ensure continuous transportation of employees and the supply of electricity, gas and steam heating, as amended by Government Decree No. 30/1959 Coll.;

53. section 6 of Act No. 93/1951 Coll., on state (public) holidays, days of rest and commemorative and significant days;

54. Government Decree No. 39/1952 Coll., prohibiting the acceptance of employees into employment if they have not properly severed their previous employment relationship;

55. sections 3, 16, 19, 20 and 21 of Government Decree No. 17/1954 Coll., on wage conditions of employees in state authorities, as amended by legislative measures of the Presidium of the National Assembly, No. 60/1956 Coll.;

56. section 6(1)(a) and (2) of Government Decree No. 44/1954 Coll., on public transportation organizations within the Ministry of Transportation responsibility;

57. Decree No. 77/1954, on wage compensation of employees for days of rest and remuneration for work on those days;

58. Decree No. 124/1954, governing labour matters concerning apprentices and the preparation of adolescents for an occupation in employment relationship with a factory;

59. Regulation No. 213/1955, on the termination of certain employment relationships without the consent of the Workforce Section of the Council of the District National Committee;

60. Legislative Measure of the Presidium of the National Assembly No. 26/1956 Coll., on the unification of disciplinary regulations within the responsibility of the Ministry of Communications;

61. sections 13 to 15 of the Legislative Measure of the Presidium of the National Assembly, No. 30/1956 Coll., on the regulation of wage conditions of teachers and instructors;

62. sections 15 to 17 and sections 20 to 22 of the Legislative Measures of the Presidium of the National Assembly, No. 31/1956 Coll., on the regulation of wage conditions of health care employers;

63. Act No. 45/1956 Coll., on the shortening of working hours;

64. section 50(2) and (3) of Act No. 54/1956 Coll., on employees' sickness insurance;

65. Act No. 24/1957 Coll., on disciplinary proceedings for the misappropriation and damaging of property in socialist ownership, and implementing guidelines No. 136/1958;

66. section 14 of Act No. 70/1958 Coll., on the tasks of enterprises and national committees in the area of welfare of the labour force;

67. Act No. 71/1958 Coll., on the obligation to compensate damage caused by employees through a breach of duties arising from employment relationship;

68. sections 1 to 23 of Act No. 89/1958 Coll., Apprenticeship Act;

69. Decree No. 15/1958, on the termination of certain employment relationship without the consent of the Workforce Section of the Council of the District National Committee;

70. Decree No. 165/1958, on the material liability of employees in business;

71. Act No. 81/1959 Coll., on paid leave;

72. Decree No. 82/1959 Coll., implementing certain provisions of the Act on paid annual leave;

73. Government Decree No. 40/1959, on the assignment of work and services to individuals by socialist organizations;

74. Decree No. 184/1959, issuing guidelines for resolving labour disputes in factories;

75. Government Decree No. 28/1960 Coll., on employees' supplementary annual leave;

76. Decree No. 135/1960 Coll., issuing a list of certain types of work and workplaces in respect of mployees' supplementary annual leave;

77. Decree No. 13/1961 Coll., issuing guidelines for arbitration in the labour disputes of state employees;

78. Act No. 65/1961 Coll., on safety and health protection at work;

79. Legislative Measures of the Presidium of the National Assembly No. 101/1961 Coll., on compensatory wages in the case of military training;

80. Decree No. 98/1962 Coll., on employment relationship, the performance of service, and the disciplinary responsibility of members of public firefighting units;

81. sections 1 and 9 to 13 of Act No. 58/1964 Coll., on improved care for pregnant women and mothers;

82. Act No. 30/1965 Coll., on compensation for injuries at work and occupational diseases;

83. Decree No. 31/1965 Coll., implementing certain provisions of the Act on compensation for injuries at work and occupational diseases;

(2) Wage regulations, regulations on the provision of compensation in cases of work impediments for reasons of the public interest, and regulations on ensuring safety and health protection at work which were not repealed under the preceding subsection, remain in force, provided that they are not contrary to this Code.

(3) Provisions and regulations which regulate the length of working time for employees more favourably than does section 83 of this Code shall remain in effect.

Section 280

Effective Date

This Code (No. 65/1965 Coll.) shall come into effect on 1 January 1966.

(Act No. 88/1968 Coll. came into effect on 1 July 1968;

Act No. 153/1969 Coll. came into effect on 1 January 1970;

Act No. 100/1970 Coll. came into effect on 1 January 1971;

Act No. 20/1975 Coll. came into effect on 1 July 1975;

Act No. 72/1982 Coll. came into effect on 1 July 1982;

Act No. 111/1984 Coll. came into effect on 1 January 1985;

Act No. 22/1985 Coll. came into effect on 9 April 1985;

Act No. 52/1987 Coll. came into effect on 1 July 1987;

Act No. 98/1987 Coll. came into effect on 1 January 1988;

Act No. 188/1988 Coll. came into effect on 1 January 1989;

Act No. 3/1991 Coll. came into effect on 1 February 1991;

Act No. 297/1991 Coll. came into effect on 1 July 1991;

Act No. 231/1992 Coll. came into effect on 29 May 1992;

Act No. 264/1992 Coll. came into effect on 1 January 1993;

Act No. 590/1992 Coll. came into effect on 1 January 1993;

Act No. 37/1993 Coll. came into effect on 1 January 1993;

Act No. 74/1994 Coll. came into effect on 1 June 1994;

Act No. 118/1995 Coll. came into effect on 1 October 1995;

Act No. 287/1995 Coll. came into effect on 1 January 1996;

Act No. 138/1996 Coll. came into effect on 24 May 1996;

Act No. 167/1999 Coll. came into effect on 1 October 1999;

Act No. 225/1999 Coll. came into effect on 1 December 1999;

Act No. 29/2000 Coll. came into effect on 1 July 2000;

Act No. 155/2000 Coll. came into effect on 1 January 2001, ***apart from those provisions taking force on the Czech Republic's accession to the EU****;*

Act No. 220/2000 Coll. came into effect on 1 January 2001;

Act No. 238/2000 Coll. came into effect on 1 January 2001;

Act No. 257/2000 Coll. came into effect on 1 January 2001;

Act No. 258/2000 Coll. came into effect on 1 January 2001.

Act No. 177/2001 Coll. came into effect on 31 May 2001;

Act No. 6/2002 Coll. came into effect on 1 April 2002;

Act No. 136/2002 Coll. shall come into effect on 1 January 2003*;*

Act No. 202/2002 Coll. came into effect on 1 July 2002;

Act No. 218/2002 Coll. shall come into effect on 1 January 2004*;*

Act No. 309/2002 Coll. shall come into effect on 1 January 2004*;*

Act No. 311/2002 Coll. shall come into effect on 1 January 2003*;*

Act No. 312/2002 Coll. shall come into effect on 1 January 2003*.)*

Article II of Act No. 155/2000 Coll.

Transitory Provisions

1. This Act (No. 155/2000 Coll.) shall also apply to labour relationships established before 1 January 2001 and to agreements on work performed outside of an employment relationship which were concluded before 1 January 2001, unless it is further stipulated otherwise; however, their creation and the entitlements therefrom, as well as acts in law undertaken before 1 January 2001, shall be subject to the hitherto effective provisions.

2. The provisions on large-scale redundancies shall not be applied if acts in law to terminate employment relationships were undertaken before 1 January 2001.

3. Labour provisions (regulations) issued by a central authority before the effective day of this Act under sections 85, 85a, 90(3), 95(2), 96(3) and 102(7)(second sentence) shall remain effective until 31 December 2000.

4. A wage, which an employer has determined or agreed in an employment contract or in another agreement or in a collective bargaining agreement before 1 January 2001, may not be reduced due to a change in the prescribed weekly working time (section 83a); this shall also apply to a compensatory wage and an employee's other entitlements established on the basis of his average hourly earnings in the first quarter of 2001.

5. The period for taking additional maternity leave shall, from the effective date of this Act, be regarded as the time for taking parental leave.

Sections 248 and 249 of Act No. 218/2002 Coll.

(effective as of 1 January 2004)

Section 248

Section 13 of Government Decree No. 108/1994 Coll., implementing the Labour Code and Some Other Acts, as amended by Government Decree No. 461/2000 Coll. shall apply until the issue of a Government Decree implementing section 151(2).

Section 249

Rights and duties (obligations) ensuing from employment relationships of hitherto employees who became public servants under sections 236(1), 237(1), 238(5), 239(3), 242 and 243(1) shall be governed by the labour-law provisions.

Notes:

Note 1: section 226 of the Commercial Code

Note 1a: Act on Public Servants, No. 218/2002 Coll.

Note 1b: sections 21(3) and 22 of the Act on Public Servants

Note 2: Act No. 173/1988 Coll., on enterprises with foreign capital interest *(repealed by the Commercial Code)*

Note 3: Act No. 116/1985 Coll., on the conditions applying to activities of organizations with an international element in the Czech and Slovak Federal Republic

Note 4: sections 23 and 64 of Act No. 29/1984 Coll., on the system of basic and secondary schools (the Schools Act), as amended

Note 4a: section 16(3) of the Act on Wages, Remuneration for Stand-by and Average Earnings, No. 1/1992 Coll.

Note 5: section 4(1) of Act No. 98/1987 Coll., concerning special allowances for miners, as amended

Note 6: repealed

Note 7: repealed

Note 8: section 11 of Act No. 37/1989 Coll., on protection from alcoholism and other addictions

Note 9: repealed

Note 10: section 278 of the Civil Procedure Code, No. 99/1963 Coll., as amended

Note 11: section 1(1) of Decree No. 45/1964 Coll. *(repealed by Decree No. 142/1994 Coll.)*

Note 11a: section 162a(1) of the Criminal Code

Note 11b: Decree No. 342/1997 Coll.

Note 11c: Decree No. 290/1995 Coll.

Note 12: repealed

Note 13: section 9 of the State Enterprise Act, No. 111/1990 Coll. *(Act No. 111/1990 Coll. was repealed by Act No. 77/1997 Coll)*;

Decree of the Federal Ministry of Finance, the Czech Ministry of Finance, Prices and Wages and the Slovak Ministry of Finance, Prices and Wages on the fund for cultural and social needs, No. 210/1989 Coll. *(repealed by Decree No. 310/1995 Coll.)*

Note 14: Collective Bargaining Act No. 2/1991 Coll., as amended

Note 15: e.g. section 2 of the Commercial Code;

section 2 of the Trades Licensing Act

Note 16: Act on Civilian Service, No. 73/1990 Coll. *(repealed by Act No. 18/1992 Coll.)*

Note 16a: Act on Officials of Self-Governing Areas, No. 312/2002 Coll.

Note 16b: section 3(2) and (7) of the Act on the Armed Forces of the Czech Republic

Note 17: Schools Act, No. 29/1984 Coll.;

Universities Act, No. 111/1998 Coll.

Note 17a: section 2 of Decree No. 31/1993 Coll.

Note 17b: section 16(1) of the Czech National Bank Act

Note 17c: section 13 of Act No. 1/1992 Coll.

Note 18: repealed

Note 19: repealed

Note 20: e.g. section 54 of the Czechoslovak State Bank Act, No. 22/1992 Coll. *(repealed by Act No. 6/1993 Coll. on the Czech National Bank)*

Note 20a: Act on Certain Measures Relating to Protection of Public Interest, No. 238/1992 Coll., as amended

Note 20b: section 40(1) of Government Decree No. 108/1994 Coll.

Note 21: repealed

Note 22: repealed

Note 23: e.g. Commercial Code;

Bankruptcy and Composition Act, No. 328/1991 Coll., as amended

Note 24: section 15(1)(first sentence) of the Employees' Sickness Insurance Act, No. 54/1956 Coll., as amended

Note 24a: e.g. Decree No. 324/1990 Coll.

Note 24b: e.g. Decree No. 48/1982 Coll., as amended

Note 24c: Act No. 20/1966 Coll., as amended

Note 24d: e.g. Act No. 37/1989 Coll., as amended;

Decree No. 213/1991 Coll.

Note 24e: Decree No. 172/1997 Coll.

Note 24f: Guidelines concerning the Provision of Protective Beverages

Note 24g: e.g. Decree No. 42/1985 Coll.;

Decree No. 26/1989 Coll., as amended

Note 24h: Act No. 98/1987 Coll., as amended

Note 24i: Decree No. 213/1991 Coll.

Note 24j: Decree No. 261/1997 Coll., as amended;

Guidelines concerning Hygienic Requirements for Stationery Machinery

Note 24k: Act No. 167/1998 Coll., as amended

Note 24l: e.g. Act No. 61/1988 Coll, as amended;

Act No. 174/1968 Coll., as amended;

Act No. 186/1992 Coll., as amended

Note 25: repealed

Note 26: Income Taxes Act, No. 586/1992 Coll., as amended;

Administration of Taxes Act, No. 337/1992 Coll., as amended

Note 27: Social Security and State Employment Policy Contributions Act, No. 589/1992 Coll., as amended

Note 28: General Health Insurance Contributions Act, No. 592/1992 Coll., as amended

Note 29: Act on Citizens' Association, No. 83/1990 Coll.

Note 30: section 11 of the Civil Code, No. 40/1964 Coll.;

Act on the Protection of Personal Data in Information Systems, No. 256/1997 Coll.

Note 30a: section 200x of the Civil Procedure Code

Note 30b: section 21 of the Commercial Code

Note 31: repealed

Note 32: section 17 of Act No. 1/1992 Coll., on Wages, Remuneration for Stand-By and Average Earnings, as amended

Note 33: repealed

Note 34: Act on Wages, Remuneration for Stand-By and Average Earnings, No. 1/1992 Coll., as amended;

Act on Salary and Remuneration for Stand-By in Budgetary and in some Other Organizations, No. 143/1992 Coll., as amended

Note 35: Travelling Expenses Reimbursement Act, No. 119/1992 Coll., as amended

Note 36: repealed

Note 37: e.g. the Trades Licensing Act

Note 38: section 24(2)(j)(point 4) of the Income Taxes Act

Note 38a: section 7(12) of Act No. 117/1995 Coll.

Note 39: e.g. section 11 of the Civil Code

Note 40: section 3 of Act No. 219/2000 Coll.