LABOUR CODE
(full translation)
No. 262/2006 Coll.
„Zákoník práce"

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LABOUR CODE

No. 262/2006 Coll.
„Zákoník práce"

PART ONE
GENERAL PROVISIONS

CHAPTER I
SCOPE OF REGULATION

Section 1

The Labour Code*:

(a) regulates legal relations arising in connection with the performance of dependent work between employees and their employers; such relations are referred to as "labour relations" (or "labour relationships", or "industrial relations" or "employment relations" ; in Czech "pracovněprávní vztahy");

(b) further regulates labour relations of collective nature. Legal relations of collective nature concerning the performance of dependent work are also labour relations;

(c) implements transposition of the relevant EC Directives (Note 1);

(d) also regulates certain legal relations before the formation of labour relations under (a).

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** The new Labour Code, No. 262/2006 Coll., is to take legal force as of 1 January 2007. See section 396.*
The English translation is informative.

Section 2

(1) The regulation of rights and duties in labour relations may depart (derogate) from this Labour Code provided that such derogation is not expressly prohibited by this Code or provided that the nature (context) of this Code's provisions does not imply impermissibility to depart therefrom. Derogation shall not be permissible from the statutory regulation of the parties to labour relations, from the statutory provision referring to the application of the Civil Code and, unless it is further laid down otherwise, from the provisions on damages (compensation for damage). It shall further be impermissible to derogate from the provisions which are set out in section 363(1) and which transpose the relevant EC Directives; however, this shall not be applicable where such derogation is in favour of an employee. The rights and duties in labour relations may not be regulated at variance with this Code in the instances laid down in section 363(2).

(2) The rights and duties under subsection (1) may be regulated in a different way by a contract (an agreement) and, under the conditions laid down in this Code, also by internal rules.

(3) The regulation of the rights to wages or salaries, and the regulation of the other rights in labour relations (section 307), may derogate from the statutory rights, however such different regulation may not introduce lower or higher wage or salary than the lowest or highest permissible wage or salary laid down in this Code, the relevant collective bargaining agreement or in the internal rules.

(4) Dependent work means exclusively personal performance of work by an employee for his employer within the relationship of the employer's superiority and his employee's subordination, according to the employer's instructions (orders), or according to the instructions given in the employer's name, for a wage, salary or other remuneration paid for work done within the working hours (or otherwise determined or agreed time) at the employer's workplace (or at some other agreed place), at the employer's costs and liability (responsibility).

(5) Dependent work pursuant to subsection (4) also refers to the cases where an employer who (which), on the basis of a licence (authorization) granted under another Act (hereafter referred to as “employment agency”; in Czech “agentura práce”), temporary posts his employee for work performance to another employer in accordance with the relevant clause in the employment contract or in the agreement on working activity whereby the employment agency undertakes to arrange for this employee temporary work performance with another employer (hereafter referred to as “user”; in Czech “uživatel”) and the employee undertakes to carry out work according to the user's instructions with regard to the agreement (contract) on the employee's temporary posting by the employment agency to the user, as concluded between the employment agency and such user.

(6) Work by individuals (natural persons) of either the age of up to 15 years, or older than 15 years until their conclusion of compulsory school attendance, is prohibited. These persons (individuals) may only perform artistic, cultural, advertising or sporting activity under the conditions laid down in another Act.

Section 3

Dependent work may exclusively be carried out in employment (labour) relationship in accordance with this Code, unless it is regulated by some other (specific) statutory provisions (Note 2). Basic labour relations under this Code are an employment relationship and legal relations (relationships) based on agreements for work performed outside an employment relationship.

Section 4

The Civil Code shall apply to labour relations under this Code only where this Labour Code so expressly provides.

Section 5

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

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

(3) The labour relations between a co-operative and its members shall be subject to this Code, unless other statutory provisions (Note 3) stipulate otherwise.

(4) The labour relations of judicial trainees (articling judges), public prosecutors, junior lawyers and employees, who perform state administration in administrative authorities as a service provided by the Czech Republic to the public (in accordance with the Public Servants Act), shall only be subject to the Labour Code where it is so expressly laid down in this Code or in another Act (Note 4).

(5) The labour relations of trainees (articled clerks) to become civil servants, and officials of self-governing local area entities (units), university teachers (lecturers), employees of the Probation and Mediation Service and employees of the Ombudsman's Office shall be governed by this Code, unless other statutory provisions (Note 5) set forth otherwise.

CHAPTER II
PARTIES TO LABOUR RELATIONS

Division 1
Employee

Section 6

An individual (a natural person) acquires the capacity to have rights and duties as an employee („zaměstnanec") in labour relations and the capacity to acquire these rights and take on such duties by his own legal acts (acts-in-law) on the day he reaches the age of 15, unless this Code provides for otherwise; however, an employer may not agree with an individual to take up his employment on a day which precedes the day when this individual completes compulsory school attendance.

(2) Incapacitation (i.e. deprivation of legal capacity) or restriction of an employee's legal capacity shall be governed by section 10 of the Civil Code.

Division 2
Employer

Section 7

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

(2) The employer acts in labour relations in his own name and bears liability ensuing from these relations.

Section 8

The legal status of employers if they are legal entities shall be governed by sections 18, 19, 19a, 19b, 19c, 20, 20a, 20f, 20g, 20h, 20i, and 20j of the Civil Code.

Section 9

Where the Czech Republic (referred to as "the Government" or "the State"; Note 6) is a party to labour relations, it is a legal entity and an employer. A government agency (organizational branch of the Government; Note 7), which employs employees in labour relations on behalf of the

Government, also acts in labour relations on its behalf and performs the rights and duties arising therefrom.

Section 10

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

(2) Incapacitation (i.e. deprivation of legal capacity) or restriction of legal capacity of an individual who is an employer shall be governed by section 10 of the Civil Code.

Section 11

(1) Where a legal entity which is an employer enters into legal acts in labour relations, these acts are governed by section 20 of the Civil Code.

(2) Legal acts by an individual who is an employer are made by this individual; such acts may also be made by persons having been authorized thereto by the said individual (employer).

(3) In the cases referred to in section 9, legal acts in labour relations are made by the head of the competent government agency; other employees of the agency may enter into such legal acts under the conditions laid down in the Act on the Czech Republic's Property and Representation in Legal Relations.

(4) The management staff (managerial employees) of an employer are those employees who, at individual management levels, are authorized to determine and give tasks to subordinate employees, to organize, manage and supervise subordinate employees' work and to give them binding instructions for this purpose. The head of a government agency is also regarded as a managerial employee.

Division 3
Representation

Section 12

Representation in labour relations shall be governed by the provisions of section 22, 23, 24, 31, 32, 33, 33a and 33b of the Civil Code.

CHAPTER III
FUNDAMENTAL PRINCIPLES OF LABOUR RELATIONS

Section 13

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

(2) The employer:

(a) may not transfer the risk from performance of dependent work to employees;

(b) must ensure equal treatment for all employees and comply with the prohibition of discrimination in relation to employees as well as job seekers;

(c) must comply with the principle of equal pay (wage, salary or other monetary benefits and benefits of monetary value) and, where appropriate, other remuneration for equal work and for work of the same value;

(d) must provide to each employee the information concerning labour relations and ensure that such information is discussed (consulted) with the employee;

(e) must acquaint employees with the relevant collective (bargaining) agreement and internal rules;

(f) may neither impose on an employee a monetary sanction for a breach of duty ensuing from his labour relationship nor require a monetary amount from his employee in connection therewith; however, this shall not apply to damage for which an employee is liable;

(g) may neither require from his employee, nor agree with him, the securement of a labour relationship obligation, with the exception of a non-competition clause and wage deductions from income (from the employee's labour relationship);

(h) may temporarily post his employee for work performance to another legal entity or individual only in accordance with section 2(5); however, this shall not apply to the cases of temporary posting of an employee to another legal entity or individual for the purpose of such employee's improving and upgrading his qualifications/skills [section 230(5) and section 231(3)].

(3) An employee in an employment relationship is entitled to be assigned work within the scope of the normal weekly working hours [with the exception of part-time workers (section 80) or an account of working hours (sections 86 and 87)] as well as to scheduling of working hours (scheduling of work) before his commencement of work, unless this Code provides for otherwise.

(4) Where there is one existing employment contract (relationship) between an employee and his employer, this employee may not perform the same type of work for the same employer under another (an extra) employment contract or under an agreement on work performed outside his employment relationship as he carries out for his employer under the existing employment contract (i.e. the employee may only perform for his employer some other type of work under an extra employment contract or under the agreement on work performed outside his employment relationship). Where the Government is an employer, the first sentence shall only apply to work performance within the same government agency.

(5) Employers shall take care of creating and developing labour (industrial) relations in compliance with this Code, other statutory provisions and bonos mores.

Section 14

(1) The exercise of rights and duties ensuing from labour relations may not infringe, without a legal cause, the rights and legitimate interests of the other party to the labour relations and may not be in breach of good morals (contra bonos mores).

(2) The employer may not discriminate against his employee or put him at some disadvantage only because the employee claims rights ensuing from the labour relations in a lawful manner.

(3) An employee's complaint concerning the exercise of rights and duties ensuing from the labour relations must be consulted by the employer with this employee or, at the employee's request, with the (competent) trade union organization or the works council or the representative concerned with occupational safety and health protection. This shall not affect the employee's entitlement to claim his rights before the competent court.

Section 15
Trade Union Organizations

(1) Trade union organizations are entitled to take part in labour relations, including collective bargaining in accordance with this Code, under the conditions laid down by law or agreed in the relevant collective (bargaining) agreement.

(2) The organ (body) determined in the statutes of a trade union organization (Note 8) shall act in the name and on behalf of such trade union organization.

CHAPTER IV
EQUAL TREATMENT, PROHIBITION OF DISCRIMINATION AND CONSEQUENCES OF BREACHES OF RIGHTS AND DUTIES ARISING FROM LABOUR RELATIONS

Section 16

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

(2) Any form of discrimination in labour relations is prohibited. The terms, such as direct discrimination, indirect discrimination, harassment, sexual harassment, persecution, an instruction to discriminate and/or incitement to discrimination, and the instances in which different treatment is permissible, shall be regulated by another Act.

(3) Discrimination shall not mean a different treatment in the instances pursuant to subsection (2) where, owing to the nature of occupational activities or owing to the context in which they are carried out, such a reason constitutes a substantial and decisive occupational requirement for an employee's work performance and the requirement is necessary for carrying out work of the given type; the objective (aim) followed under this exemption must be legitimate and the requirement must be adequate. Discrimination shall further not be deemed to occur when an employer takes a temporary measure aimed at levelling out the proportion of men and women being employed by this employer and this is taken into account in recruitment of employees, their vocational training and promotion opportunities if there is a reason for this measure due to an uneven share of men and women employed by this employer. However, the employer's procedure (practice) may not be detrimental to an employee of the other sex where this employee's qualities exceed those of another individual (employee), in respect of whom the employer applies a temporary measure in accordance with the second sentence.

Section 17

Remedial measures relating to protection against discrimination in labour relations shall be governed by another Act.

CHAPTER V
LEGAL ACTS

Section 18

Legal acts (acts-in-law, in Czech "právní úkony") shall be subject to sections 34 to 39, 40(3) to (5), 41, 41a, 42a, 43, 43a, 43b, 43c, 44, 45, 48, 49, 49a, 50a, 50b and 51 of the Civil Code. However, a contract under section 51 of the Civil Code may not contradict the content or purpose of the Labour Code.

Other Cases of Void Legal Acts in Labour Relations
Section 19

(1) A legal act by which an employee gives up his rights in advance shall be void.

(2) Where the nullity of a legal act has not been exclusively caused by an employee, such nullity may not cause detriment to this employee; if damage arises to the employee from the said void legal act, the employer is obliged to compensate it.

(3) A legal act to which the competent body has not given consent as prescribed shall be void only if so explicitly provided for in this Code or in another Act. Where this Code requires that a certain legal act be discussed with the competent body, the fact that it has not been discussed (consulted) as required shall not render the legal act void.

Section 20

As regards the cause for nullity of a legal act, such legal act is deemed valid as long as the party affected by this act does not invoke its nullity; this shall not apply to a legal act directed at the formation of an employment relationship or an agreement on work performed outside an employment relationship. The nullity of a legal act may not be invoked by the party having caused it. The same shall apply if a legal act has not been executed in the form having been agreed by the parties.

Section 21

(1) Where a legal act is not executed in the form (e.g. in writing) required by this Code, the legal act shall only be void due to the lack of its form if it has not been executed in the form having been agreed by the parties. The provision of the second sentence may not be applied to an employment contract.

(2) Where a contract (an agreement) is required to be in writing, it shall be sufficient if a proposal (i.e. an offer) is made in writing and its acceptance is also in writing. The parties' manifestations need not be on the same document (instrument, deed), unless this Code provides for otherwise.

Collective (Bargaining) Agreement
Section 22

The right to conclude a collective (bargaining) agreement on behalf of employees pertains only to the (competent) trade union organization.

Section 23

(1) A collective (bargaining) agreement (in short "collective agreement") may in particular regulate wage and salary rights and other rights in labour relations as well as rights or duties of the parties to such agreement. A collective bargaining agreement may not impose duties on individual employees.

(2) The parties to a collective agreement shall be one employer or more employers and the relevant trade union organization or more trade union organizations.

(3) A collective agreement may not be replaced by a contract under section 51 of the Civil Code.

(4) A collective agreement is:

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

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

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

Section 24

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

(2) Where two or more trade union organizations operate within one employer's undertaking, the employer shall negotiate the conclusion of the collective agreement with all such trade union organizations; unless the trade union organizations agree between (among) themselves and with the employer otherwise, the trade union organizations shall act and negotiate the collective

agreement jointly and in mutual consent with legal consequences for all employees (of the employer concerned). Where the trade union organizations fail to agree on the course of action under the first sentence, the employer is entitled to conclude the collective bargaining agreement with one trade union organization or more trade union organizations with largest membership among the employees (employed by this employer).

Section 25

(1) The collective agreement shall be binding on the parties to the agreement.

(2) The collective agreement shall also be binding on:

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

(b) the employees on whose behalf the collective agreement has been concluded by the trade union organization or trade union organizations;

(c) such trade union organizations on whose behalf the (superior) trade union organization has concluded the higher-level (collective bargaining) agreement.

(3) Any employee is entitled to present initiatives for negotiations on the collective agreement and be informed of the course of the negotiations.

(4) The rights having arisen from the collective agreement to individual employees shall be claimed and satisfied as the employees' other rights ensuing from their employment relationship or from agreements on work performed outside an employment relationship.

Section 26

(1) A collective agreement may be concluded for a fixed term or for an indefinite term with a period of notice of six months which starts to run as of the first day of the month following the month when the written notice of termination was served on the party to the collective bargaining agreement. Notice of termination may first be given after the expiry of six months from the day when the agreement came into effect. Where the termination of the period under the first sentence is made dependent of fulfilment of a certain condition, the collective agreement must also include the latest date on which the agreement may still be in effect.

(2) The collective agreement shall take effect on the first day of the period for which it has been concluded and terminate on the expiry of the said period, unless a different period of effect for certain rights or duties has been agreed in such collective agreement.

Section 27

(1) A plant agreement shall be void in that part of the agreement regulating the employees' rights and duties to a lesser extent than the relevant higher-level agreement.

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

Section 28

The provisions of sections 41a, 42a, 43a, 43b, 43c, 44 and 49 of the Civil Code shall not apply to collective agreements.

Section 29

The parties to a collective bargaining agreement shall acquaint the employees with the content of the agreement within 15 days of its conclusion.

PART TWO
EMPLOYMENT RELATIONSHIP

CHAPTER I
PROCEDURE BEFORE THE FORMATION OF AN EMPLOYMENT RELATIONSHIP

Section 30

(1) The selection of individuals from job-seekers with regard to qualifications, necessary requirements or special skills (capabilities) is within the employer's competence unless another procedure ensues from other statutory provisions (Note 12); prerequisites (for a certain job) imposed by other statutory provisions and to be met by an individual who is to become an employee are not thereby affected.

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

Section 31

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

Section 32

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

CHAPTER II
EMPLOYMENT RELATIONSHIP, EMPLOYMENT CONTRACT AND THE FORMATION OF AN EMPLOYMENT RELATIONSHIP

Section 33

(1) An employment relationship shall be based on an employment contract between the employer and his employee, unless this Code provides for otherwise.

(2) Where another Act or statutes require that a certain vacancy (post) is to be filled on the basis of an election by the competent body, the election (of a certain individual) is regarded as a pre-condition that precedes the conclusion of the relevant employment contract.

(3) An employment relationship is based on appointment (to an office) only in respect of heads of government agencies (Note 7) or heads of their branches, directors of state enterprises (Note 13) or heads (managers) of their branches (establishments), heads of state funds (Note 14) if such funds are managed by one executive officer, heads of organizations receiving contributions from the state budget (Note 15) and directors of schools if they are legal entities (Note 16), unless another Act provides for otherwise. Appointment (to an office) shall be made by the person being competent thereto under another Act (Note 7) or by the head of the competent government agency (Note 7).

Section 34

(1) An employment contract must include:

(a) the type of work (job title) which the employee will perform;

(b) the place or places of work where the employee will perform the work under (a);

(c) the date on which the employee will start working (i.e. when he takes up work).

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

(3) The employer shall conclude employment contracts in writing.

(4) One copy of the written employment contract must be given by the employer to the employee concerned.

Section 35
Trial Period

(1) Where, before the formation of an employment relationship, a trial period (also referred to as "probationary period"; in Czech "zkušební doba") has been agreed, such trial period may not be longer than three consecutive months after the day of formation of the employment relationship. A trial period may also be agreed in connection with the appointment of a government agency head under section 33(3). An agreed trial period may not be subsequently extended. A trial period may be agreed latest on the day which has been agreed as the day of taking up employment (a specified job), or on the day stated as the day of appointment of a government agency head under section 33(3). A trial period may not be agreed after the commencement of an employment relationship.

(2) A period of obstacles at work due to which an employee does not perform his work (job) during the trial period shall not be included in the said period.

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

Section 36
Formation of an Employment Relationship

(1) An employment relationship commences on the day which has been agreed in the employment contract as the day of taking up employment (i.e. as the day of starting work performance) or on the day stated as the day of appointment to the position of a government agency head (chief).

(2) If an employee fails to take up his employment (i.e. fails to start working) on the agreed day without being prevented therefrom by an obstacle to work, or if he fail to inform his employer of

this obstacle within a week, the employer may withdraw from the employment contract.

Section 37
Information on the Content of an Employment Relationship

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

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

(b) the type of work (the job title) and place of work performance;

(c) the length of annual leave, or the method of determining it;

(d) the notice periods (with regard to the termination of the employment contract);

(e) the weekly hours of work and their schedule;

(f) wage or salary details and the remuneration method, the maturity of a wage or salary, pay days and the place and method of payment (of a wage or salary);

(g) facts on collective agreements regulating the employee's working conditions and the designation of the parties to these agreements.

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

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

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

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

Section 38

(1) As of the day of the formation of an employment relationship:

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

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

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

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

Section 39
Fixed-Term Employment Relationship

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

(2) A fixed-term employment relationship between the same parties may be agreed in total for a maximum period of two years as of the day of the formation of such employment relationship; this shall also apply to every further fixed-term employment relationship between the same parties within the said period. Where a period of at least six months expired from the termination of the previous fixed-term employment relationship, such previous employment relationship between the same parties shall not be taken into account (with regard to the first sentence).

(3) The provisions of subsection (2) shall not apply to those cases where a fixed-term employment relationship is agreed:

(a) under another Act or where another Act lays down the conclusion of a fixed-term employment relationship as a condition for giving rise to further rights (entitlements; Note 17);

(b) for the purpose of temporary replacement for an absent employee due to some obstacles to work on the part of such employee.

(4) Where there are serious operational reasons on the part of an employer or where there are reasons (causes) consisting in a special nature of work to be performed by an employee, the procedure under subsection (2) shall not apply provided that the reasons are specified in a greater

detail in a written agreement between the employer and the (competent) trade union organization; in this case the provisions of section 51 shall not apply. A written agreement with the trade union organization may be replaced by internal regulations only in the case that no trade union organization operates within the employer's undertaking.

(5) Where the employer has agreed a fixed-term employment relationship with an employee without the conditions under subsections (2) to (4) having been fulfilled, and where the employee has informed his employer prior to the expiry of the agreed term that he insists on being further employed by the employer, it shall apply that this employment relationship shall be regarded as an employment relationship for an indefinite period (open-end employment relationship). Within two months from the day when the employment relationship would have terminated on the expiry of the agreed term, both the employer or the employee may file a petition with the court to determine whether the conditions under subsections (2) to (4) have been fulfilled.

(6) The provisions of subsections (2) to (5) shall not apply to fixed-term employment contracts between an employment (intermediary) agency (Note 18) and an employee for the purpose of such employee's work performance for a user [section 2(5) and sections 308 and 309].

CHAPTER III
ALTERATIONS OF AN EMPLOYMENT RELATIONSHIP

Section 40
General Provisions

(1) The terms of an employment contract may only be altered (changed) if the employer and the employee agree on their alteration. An alteration of the terms of the employment contract must be made in writing.

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

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

Transfer to Alternative Work, Business Trip and Transfer to Another Place
Section 41
Transfer to Alternative Work

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

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

(b) if, according to a medical certificate issued by the occupational health care establishment or under a ruling of the competent administrative agency having reviewed the medical certificate, the employee is no longer allowed to perform his current work due to an industrial injury, an occupational (industrial) disease or due to a threat of an occupational disease or if the employee's workplace has been subjected to a maximum permissible level of some harmful exposure (Note 5) under a ruling of the competent agency concerned with the public health protection;

(c) if a pregnant woman (female employee), or a woman who is breastfeeding or an employee-mother until the end of the ninth month after the childbirth (delivery), performs work which any such woman is not allowed to do or which, according to a medical certificate, puts at risk her pregnancy or motherhood;

(d) if, according to a medical certificate issued by the occupational health care establishment or under a ruling of the competent administrative agency, such transfer is required in the interest of other individuals' health protection against infectious diseases;

(e) if the transfer is necessary according to a final ruling of the court or administrative agency, another government agency or self-governing local area agency;

(f) if the employee who does night work is regarded unfit for night work according to a medical certificate issued by the occupational health care establishment;

(g) if the transfer is requested by a pregnant woman (employee), or a woman employee who is breastfeeding, or employee-mother until the end of the ninth month after the childbirth (delivery), who does night work.

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

(a) if this employee has been given notice of termination on one of the reasons laid down in section 52(f) or (g);

(b) if criminal proceedings have been instituted against the employee on suspicion that he has committed a wilful criminal offence (or offences) during performance of his working tasks or in direct connection therewith, and this has caused damage to the employer's property; this transfer may last until the closing of the said criminal proceedings;

(c) if the employee has temporarily lost the prerequisites (preconditions) laid down in other statutory provisions for performance of the agreed work (job), but in this case such transfer may last at the utmost 30 working days in total per annum (in one calendar year).

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

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

(5) Where an employee cannot perform work due to dead (idle) time or due to an interruption of work caused by unfavourable weather, the employer may transfer the employee to work (job) other than agreed in the employment contract provided that the employee has given his consent thereto.

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

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

Section 42
Business Trip

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

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

Section 43
Transfer to Another Place

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

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

Joint Provisions on Alteration of Employment Relationship and Return to Original Job
Section 44

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

Section 45

If an employee asks to be transferred to alternative work or another workplace, or to another place (location), because according to the recommendation of a medical doctor of the occupational health care establishment it is not suitable for this employee to continue performance of his current work or to work at his current workplace, the employer will comply with the employee's request as soon as it is possible with regard to the conditions of operation. At the same time, the employer must see to it that both work and the workplace to which such employee is (to be) transferred are suitable for him.

Section 46

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

Section 47

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

CHAPTER IV
TERMINATION OF AN EMPLOYMENT RELATIONSHIP

Division 1
General Provisions on Termination of an Employment Relationship

Section 48

(1) An employment relationship may be terminated:

(a) by agreement;

(b) by notice of termination (when given by an employer, it is referred to as dismissal, when it is given by an employee, it is referred to as resignation);

(c) by instant termination;

(d) by termination within the trial period.

(2) A fixed-term employment relationship terminates on the expiry of the agreed period.

(3) Unless a foreign citizen's (i.e. foreigner's or alien's) employment relationship or a stateless person's employment relationship has already terminated in some other manner, it shall terminate:

(a) on the day on which such foreign citizen's or stateless person's stay/residence permit is to terminate under the relevant final ruling on the withdrawal of his stay/residence permit;

(b) on the day when the judgement (sentence) imposing on this foreign citizen or stateless person the punishment of expulsion (banishment) from the Czech Republic takes legal effect;

(c) on the expiry of the period for which the work permit (labour permit; Note 20) has been issued to the foreign citizen or stateless person.

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

(5) If an employment relationship with a disabled/handicapped person is terminated, the competent labour office must be notified thereof in writing by the employer.

Division 2
Termination of an Employment Relationship by Agreement

Section 49

(1) Where the employer and his employee agree on the termination of the relevant employment relationship, it will terminate on the agreed day.

(2) An agreement on the termination of the employment relationship between the employer and the employee must be in writing, otherwise it shall be void. The reasons for the termination of the employment relationship must be stated in the agreement if the employee so requests.

(3) The employer shall hand over one copy of the agreement terminating the employment relationship to the employee.

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

Subdivision 1
Notice of Termination

Section 50

(1) The employer and the employee may terminate the employment relationship by notice of termination. The notice must be in writing and served on the other party, or else it is void.

(2) The employer may give notice of termination to his employee only for one of the reasons explicitly stated in section 52.

(3) The employee may give his employer notice of termination for any reasons or without stating a reason.

(4) Where the employer gives notice of termination (section 52) to his employee, the reason (ground) in the notice of termination must be factually specified so that it cannot be confused with another reason, or else the notice of termination is void. The reason for notice of termination may not be subsequently changed.

(5) Notice of termination which has been served on the other party may only be withdrawn with the other party's consent; the withdrawal (revocation) and the consent with such withdrawal must be executed in writing.

Section 51

(1) Where notice of termination has been given, the employment relationship will come to an end upon the expiry of the notice period. The notice period must be the same for both the employer and the employee and shall be at least two months.

(2) Notice period shall start to run on the first day of the calendar month following service (delivery) of the notice and end upon (at) the expiry of the last day of the relevant calendar month, with the exemptions arising from sections 53(2), 54(b) and 63.

Subdivision 2
Notice of Termination Given by Employer (Dismissal)

Section 52

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

(a) if the employer's undertaking, or its part, is closed down;

(b) if the employer's undertaking, or its part, relocates;

(c) if the employee becomes redundant owing to the decision of the employer or the employer's competent body to change the activities (tasks), plant and equipment, to reduce the number of employees for the purpose of increasing labour productivity (efficiency) or to introduce other organizational changes (restructuring);

(d) if, according to a medical certificate issued by the occupational health care establishment or under a ruling of the competent administrative agency having reviewed the medical certificate, the employee is not allowed to perform his current work due to an industrial injury, an occupational disease or due to threat of an occupational disease, or if the employee's workplace has been subjected to a maximum permissible level of some harmful exposure (Note 5) under a ruling of the competent agency concerned with the public health protection;

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

(f) if the employee does not meet the prerequisites prescribed by statutory provisions for performance of the agreed work (job) or if, through no fault on the employer's part, he does not meet the requirements for proper performance of such work; if the employee's failure to fulfil these requirements is reflected in his unsatisfactory work performance results and where the employer called upon him in writing in the last 12 months to rectify the employee's failure to meet the said requirements, and the employee has not done so within a reasonable period of time, the employee may be given notice of termination due to this reason;

(g) if there are reasons on the employee's part due to which the employer could immediately terminate the employment relationship, or if the employee has seriously breached some duty arising from statutory provisions and relating to the work performed by him; in the case of ongoing but less serious breaches of some duty that ensues from statutory provisions and relates to the work performed by the employee, this employee may be given notice of termination by his employer provided that in the last six months the employer advised the employee of this possibility in writing (with regard to the employee's breaching some duty that relates to his work performance).

Subdivision 3
Prohibition of Notice by the Employer

Section 53

(1) The employer may not give notice to his employee during a protection period, that is:

(a) during a period while an employee is recognized to be temporarily unfit for work (unless the employee concerned brought on this incapacity intentionally or unless it arose as an immediate consequence of his drunkenness or abuse of addictive drugs), or during a period from submission of a proposal for an employee's treatment in a medical (health care) establishment or a spa or during a period from the start of his treatment in a medical establishment or a spa until such treatment comes to an end; if an employee suffers from tuberculosis, the protection period shall be extended by six months as of his discharge from treatment at a health care establishment;

(b) if an employee is called up to take part in military exercises or extraordinary military exercises, the protection period shall start as of the day when the relevant called-up order is served on such employee and shall last during his participation in the exercises and for two weeks after the employee is discharged from the exercises;

(c) during a period while an employee is fully released (from his job) to exercise a public office;

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

(e) during a period while a night worker is recognized to be temporarily unfit for night work by a medical certificate issued by the competent occupational health care establishment.

(2) If an employee has been given notice before the start of a protection period so that the notice period should expire during the protection period, this protection period shall not be included in the notice period; the employment relationship shall terminate only upon the expiry of the remaining part of the notice period after the end of the protection period except when the employee informs his employer that he will not insist upon prolongation of his employment relationship.

Section 54

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

(a) due to organizational changes under section 52(a) or (b), apart from those organizational changes under section 52(b) when the employer transfers his employee within the place (places) of work where the employee is to perform work in accordance with his employment contract;

(b) on the ground for which the employer may immediately terminate such employee's employment relationship, unless it concerns a female employee being on maternity leave or a male employee being on parental leave for a period for which the female employee would be entitled to be on maternity leave; where a female or male employee was given notice on such ground before the start of maternity or parental leave and the notice period would expire within the maternity or parental leave, the notice period shall expire simultaneously with the maternity or parental leave;

(c) due to other breaches of duties ensuing from statutory provisions that relate to the employee's work performance [section 52(g)], unless it concerns a pregnant employee, a female employee on maternity leave or a female or male employee on parental leave.

Division 4
Immediate Termination of an Employment Relationship

Section 55
Immediate Termination of an Employment Relationship by the Employer (Instant Dismissal)

(1) The employer may immediately terminate an employment relationship only:

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

(b) if an employee has breached some duty, which ensues from the statutory provisions and relates to his work performance, in an especially gross manner.

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

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

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

(a) according to a medical certificate issued by the occupational health care establishment or under a ruling of the competent administrative agency having reviewed a medical certificate, the employee cannot perform his work (job) any longer without a serious threat to his health and the employer has not transferred this employee to perform some suitable alternative work within 15 days of the submission of such medical certificate;

(b) the employer has not paid this employee's wage or salary or compensatory wage or compensatory salary or some part of such wage or salary within 15 days of the maturity day [section 141(1)].

(2) The employee who immediately (instantly) terminates his employment relationship under subsection (1)(b) is entitled to severance pay in the amount under section 67.

Division 5
Joint Provisions on Termination of an Employment Relationship

Section 57

The employer may not give notice or immediately terminate an employment relationship with an employee due to a breach of the duties under section 56(2)(b) of the Sickness Insurance Act (Note 21) during the period while the employee is temporarily unfit (on sickness leave) in accordance with the said Act.

Section 58

(1) For a breach of duty which ensues from statutory provisions and which relates to an employee's work performance or for a reason for which an employment relationship may be immediately terminated, the employer may give notice to his employee or to instantly terminate his employment relationship only within a period of two months of the day on which the employer learned of the reason for giving notice (terminating the employment relationship), and in the case of a breach of some duty, ensuing from employment, by an employee abroad, within a period of two months of such employee's return from abroad, however latest within one year of the day when the reason (ground) for notice arose.

(2) If during the two-month period under subsection (1) the employee's conduct, which can be

regarded as a breach of some duty arising from statutory provisions which relate to such employee's work performance, becomes an object of investigation by another body, the employer may also give notice to this employee within two months of the day when he learned of the results of such investigation.

Section 59

An employee may instantly terminate his employment relationship only within two months of the day on which he learned of the reason (ground) for immediate termination, or at the latest within one year of the day on which such reason arose.

Section 60

Instant termination of an employment relationship must be made by the employer or the employee in writing, stating explicitly the reason (ground) so that it cannot be confused with another, and it must be served on the other party within the determined period of time, or else it shall be void; the stated reason may not be subsequently changed.

Section 61

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

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

(3) The employer may only act on the consent under subsection (2) within a period of two months of the day such consent was given.

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

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

Division 6
Collective Dismissals

Section 62

(1) „Collective dismissals" („hromadné propouštění") means the termination of employment relationships by one employer within a period of 30 calendar days on the basis of notice given for one of the reasons (grounds) laid down in section 52(a) to (c) to:

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

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

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

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

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

(a) the reasons for collective dismissals;

(b) the number of employees to be made redundant and the jobs affected;

(c) the total number of employees employed by the employer (by the employer's undertaking) and the job composition;

(d) the period within which collective dismissals are planned to take place;

(e) the criteria proposed for selecting employees to be made redundant;

(f) redundancy payment (i.e. severance pay) and, if relevant, other rights of the employees being made redundant.

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

(4) At the same time the employer shall inform the competent labour office in writing of the measures under subsections (2) and (3), in particular of the reasons for such measures, a total number of employees, and a number of those employees to be affected by the measures and their job titles, the period within which collective dismissals will take place, the criteria proposed for the selection of employees to be made redundant, and further of the start of consultation with the trade union organization or the works council. One copy of the written information shall be served by the employer on the trade union organization or the works council.

(5) The employer shall provingly deliver to the competent labour office his written report on the decision concerning collective dismissals and on the results of consultation with the trade union organization or the works council. The employer shall state in his report a total number of employees, a number of those employees to be affected by collective dismissals and their job titles. One copy of this written report shall be delivered to the trade union organization or the works council. The trade union organization or the works council has the right to give its independent opinion on the employer's written report and serve it on the competent labour office. Where a bankruptcy order was declared on an employer's property, the employer shall deliver such written report to the competent labour office only at its request.

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

(7) The employer shall inform his employee of the day when his written report under section 63 was delivered to (served on) the labour office.

Section 63

The employment relationship of an employee who is affected by collective dismissals shall terminate by notice earliest on expiry of 30 consecutive days of the day when the employer's report under section 62(5) was served on the competent labour office except when the employee states 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 (the employer's undertaking) or if composition proceedings (concerning the employer's undertaking) have been affirmed.

Section 64

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

Division 7
Other Cases of Termination of an Employment Relationship

Section 65
Termination of Fixed-Term Employment Relationship

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

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

Section 66
Termination of an Employment Relationship during Trial Period

(1) During the trial period, both the employer and the employee may terminate the employment relationship for any reason or without giving a reason. However, during the trial period the employer may not terminate the employment relationship within the first 14 days of the employee's temporary incapacity for work (or quarantine).

(2) A written notification of termination of the employment relationship under subsection (1) should be served on the other party, as a rule, at least three days prior to the day when the employment relationship is to come to an end.

Division 8
Severance Pay (Redundancy Payment)

Section 67

(1) An employee whose employment relationship is terminated by notice given by his employer for one of the reasons under section 52(a) to (c) or by agreement for the same reason is entitled to receive severance pay in the amount of at least three times his average earnings. An employee whose employment relationship is terminated by notice given by his employer for one of the reasons (causes) under section 52(d) or by agreement for the same reason is entitled to receive severance pay in the amount of at least twelve times his average earnings.

(2) For the purposes of severance pay, "average earnings" („průměrný výdělek") means average monthly earnings ascertained in accordance with this Code.

(3) The employer shall pay severance pay to the employee after termination of the employment relationship, namely on the next pay day fixed for the wage or salary payment at his undertaking, unless the employer agrees with the employee on payment of such severance pay on the day when the employee's employment relationship comes to an end or on a later pay day.

Section 68

(1) Where, after termination of an employment relationship, an employee will perform work in a labour relationship under the second sentence of section 3 for his hitherto employer before expiry of the period determined by the multiples of average earnings (used for the calculation of his severance pay), the employee shall refund his severance pay, or its proportional part, to his employer.

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

Division 9
Void Termination of an Employment Relationship

Section 69

(1) Where the employer has given his employee notice which is void or terminated an employment relationship with his employee either instantly or during the trial period in a void manner, and the employee concerned has informed the employer in writing without delay that he insists on being further employed by this employer, the employee's employment relationship will continue (will be maintained) and the employer shall pay a compensatory wage or salary to this employee. Such compensatory wage or salary under the first sentence shall be due to the employee (in the amount of his average earnings) as of the day he has informed the employer that he insists on continuation of his employment relationship until the time when the employer enables this employee to continue his work performance or until the employment relationship is brought to an end in a valid manner.

(2) Where the employer has terminated an employment relationship in a manner which is void but the employee does not insists on continuation of employment by this employer, it shall apply, unless the employer and the employee agree otherwise, that the employment relationship terminates by agreement as follows:

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

(b) if the employment relationship has been terminated in a void manner instantly or within the trial period, on the day on which the employment relationship ought to have come to an end

as a result of such termination; in these cases, the employee is entitled to compensatory wage or salary in the amount of his average earnings for the notice period.

Section 70

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

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

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

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

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

Section 71

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

Section 72

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

Division 10
Discharge or Resignation from Managerial Position

Section 73

(1) In the cases referred to in section 33(3), the head of a government agency (Note 7) may be discharged from office (i.e. dismissed) by the person (body) being competent thereto under another Act, and the head of a branch of a government agency may be dismissed by the head of the government agency (or body competent thereto); the said head may also submit his resignation.

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

(3) Managerial positions (managerial posts) under subsection (2) are:

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

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

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

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

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

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

(5) Discharge or resignation from a managerial position (managerial post) must be in writing and served on the other party, or else it is void. A managerial employee's work performance (in his managerial position) shall end on the day which follows after the day of delivery of the letter of discharge or resignation from such managerial position, unless the letter of discharge (dismissal) or resignation states some later day.

(6) The employment relationship of a managerial employee shall not come to an end upon discharge or resignation from his managerial position; this shall not apply if the employment relationship was based on the employee's appointment for a fixed term. The employer shall propose to the employee a variation to his position within the employer's undertaking, offering him some suitable alternative work (job) corresponding to the employee's state of health and qualifications. If the employer has no such work for this employee, or if the employee refuses to take up the work offered, it is regarded as an obstacle on the employer's part and this is concurrently regarded as a reason for notice under section 52(c); severance pay (redundancy payment) which is granted to employees on organizational changes shall be due to this employee only in the case of termination of the employment relationship after discharge from his managerial position if this position ceased to exist as a result of an organizational change.

PART THREE
AGREEMENTS ON WORK PERFORMED OUTSIDE AN EMPLOYMENT RELATIONSHIP

Section 74
Common Provisions

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

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

Section 75
Agreement on Work Performance

The scope of work for which an agreement on work performance („dohoda o provedení práce”) is concluded may not exceed 150 hours in one calendar year. The said scope of working hours shall also include those hours of work for which a certain employee carried out some work for the same employer in one calendar year based on another agreement on work performance.

Section 76
Agreement on Working Activity

(1) An agreement on working activity („dohoda o pracovní činnosti”) may be concluded by an employer with an individual provided that the scope of such working activity does not exceed 150 hours in one calendar year.

(2) Where the average scope of work exceeds one-half on normal weekly working hours, it may not be performed on the basis of an agreement on working activity.

(3) Observance of the agreed and maximum permissible scope of one-half of normal weekly working hours shall be assessed for the entire period for which an agreement on working activity was concluded.

(4) An agreement on working activity must be concluded by the employer in writing, otherwise it shall be void; one copy of the agreement shall be handed over to the employee.

(5) The agreement on working activity must include the agreed type of work, the agreed scope of working hours and the period for which it is concluded.

(6) Where the manner of terminating such agreement has not been agreed, the agreement may be

terminated at a day, agreed by mutual consent of the parties; unilaterally it may be terminated by stating any reason, or without stating it, with a 15-day notice period starting to run as of the day when the written notice is served on the other party. However, immediate termination of an agreement on working activity may only be agreed in the instances for which instant termination of an employment relationship is permissible.

Section 77
Joint Provisions

(1) Unless this Code provides for otherwise, work carried out on the basis of agreements on work performed outside an employment relationship shall be subject to the regulation of work performance in an employment relationship, however except for the regulation of:

(a) severance pay under sections 67 and 68;

(b) working hours and rest periods;

(c) obstacles to work on an employee's part;

(d) termination of an employment relationship; and

(e) remuneration arising from an agreement on work performed outside an employment relationship („remuneration pursuant to an agreement”; in Czech “odměna z dohody”).

(2) An employee's right to other important obstacles to work and to annual leave may be agreed only in an agreement on working activity, or set out in internal regulations, under the conditions laid down in sections 199, 206 and in Part Ten (sections 224 to 247). However, the regulation under sections 191 to 198 and under section 206 must always be conformed to in any agreement on working activity.

PART FOUR
WORKING HOURS AND REST PERIODS

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

Section 78

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

(a) „working hours” (or “hours of work” or “working time”; in Czech “pracovní doba”) means a

period of time for which an employee is obliged to perform work for his employer and a period of time for which an employee is ready to perform work at the workplace according to his employer's instructions (orders);

(b) „rest period" (or "period of rest", in Czech "doba odpočinku") means any period outside working hours;

(c) „shift" („směna") means such part of weekly working hours, excluding overtime, for which an employee is obliged to perform work for his employer according to a predetermined schedule (pattern) of shift-working;

(d) „two-shift pattern of work" („dvousměnný pracovní režim") means a schedule (pattern) of work in which employees rotate in two shifts within a period of 24 consecutive hours;

(e) „three-shift pattern of work" („třísměnný pracovní režim") means a schedule (pattern) of work in which employees rotate in three shifts within a period of 24 consecutive hours;

(f) „continuous pattern of work" („nepřetržitý pracovní režim") means a pattern of work in which employees rotate in shifts within a period of 24 consecutive hours;

(g) „continuous operation" („nepřetržitý provoz") means an operation which requires work to be performed 24 hours a day, seven days a week;

(h) „standby" („pracovní pohotovost") means a period during which an employee is in the state of readiness to perform work, as covered by his employment contract, and which in the event of urgent need must be done in addition to his schedule of shifts. Standby may only take place at a place agreed with an employee but it must be at a place other than the employer's workplaces;

(i) „overtime work" („práce přesčas") is work performed by an employee, on the order of his employer or with his employer's consent, which exceeds the weekly working hours ensuing from the predetermined schedule of working hours and above the pattern of shifts. In the case of part-timers, overtime means any work exceeding their predetermined weekly working hours; however, part-timers may not be ordered to work overtime. Where the employer provides his employee with time off at the employee's request and the employee works off such time off, this is not regarded as overtime;

(j) „week" („týden") means any period of seven consecutive days;

(k) „night work" („noční práce") means work performed during night time; "night time" („noční doba") is the time between 10 p.m. and 6 a.m.;

(k) „night worker" („zaměstnanec pracující v noci") means an employee who, within a period of 24 consecutive hours, regularly works at least three hours of his working hours during night time.

(2) The provisions of subsection (1)(d) to (f) shall also apply to a situation when on a regular

rotation of shift-workers (employees working on shifts) there is concurrent work performance also by employees (workers) of a follow-up shift provided that this situation lasts for a maximum of one hour.

Section 79
Normal Weekly Working Hours

(1) The length of normal weekly working hours may not exceed 40 hours per week.

(2) The length of normal weekly working hours of:

(a) employees who work underground on extraction of coal, ores or non-metallic raw materials, or on construction of mineworks or who are engaged in geological prospecting on mining sites, shall be 37.5 hours per week;

(b) employees, who are on a three-shift or continuous pattern (schedule) of work, shall be 37.5 hours per week;

(c) employees, who are on a two-shift pattern (schedule) of work, shall be 38.75 hours per week;

(d) employees who are under the age of 18 years shall be 30 hours per week and the length of their shift on individual days may not exceed six hours. The length of normal weekly working hours of an employee who is not yet 18 years of age and who works in two or more labour relationships [under section 3 (second sentence)] may not in total exceed 30 working hours (per week).

(3) The reduction of normal weekly working hours below the length laid down in subsections (1) and (2) without a concurrent reduction of wage may only be included in the relevant collective agreement or internal regulations. However, the reduction of normal weekly working hours according to the first sentence may not be introduced (made) by the employer referred to in section 109(3).

Section 80
Part-Time Work

Where part-time work has been agreed, the employee concerned (part-timer) is entitled to a wage or salary corresponding to his working hours under the part-time arrangement.

CHAPTER II
SCHEDULE OF WORKING HOURS

Division 1
Fundamental Provisions

Section 81

(1) The employer shall schedule working hours and determine the start and end of shifts.

(2) As a rule, working hours are scheduled over five-day working week. In scheduling working hours, the employer shall see to it that the schedule is not contrary to safe work and does not pose risk to health.

(3) The employee shall be at the workplace at the start of his shift and leave the workplace only after the end of his shift.

Division 2
Even and Uneven Schedules of Working Hours

Section 82

When working hours are scheduled evenly to individual weeks, the length of a shift may not exceed nine hours; where another regulation of working hours has been agreed between the employer and the employee concerned, the length of a shift may not exceed 12 hours.

Section 83

(1) Where working hours are scheduled unevenly, the average weekly working hours, without overtime work, for a maximum period of 26 consecutive weeks, may not exceed the weekly working hours laid down by law. Only the relevant collective agreement may extend this period to a maximum of 52 consecutive weeks.

(2) In an uneven schedule of working hours, the length of one shift may not exceed 12 hours.

Section 84

The employer shall draw up a written schedule of weekly working hours and inform his employee of it latest two weeks in advance and in the case of his employee's account of working

hours, the employer shall inform his employee at least one week before the start of the period over which such working hours are unevenly (irregularly) scheduled, unless the employer has agreed with his employee on another time limit with regard to providing this information.

Division 3
Flexible Schedule of Working Hours

Section 85

(1) A flexible schedule of working hours is applied to both an even and uneven schedule (pattern) of working hours.

(2) On the application of a flexible schedule of working hours to evenly scheduled working hours, an employee is required to do work for the weekly working hours every week.

(3) On the application of a flexile schedule of working hours to unevenly scheduled working hours (uneven pattern of working hours), an employee is required to fulfil the average weekly working hours within a four-week settlement period.

(4) On the application of a flexible schedule of working hours, an employee chooses himself the start and/or the end of his working hours on individual days within certain time sections (time bands) fixed by the employer (referred to as “flexible working hours” or “flexible time” or in short “flexitime”; in Czech “volitelná pracovní doba”). Between two sections of flexible working hours (flexitime) there is one section when an employee is obliged to be at his workplace (hereafter “core working hours”, in short “core time”; in Czech “základní pracovní doba”).

(5) The start and the end of the core time shall be fixed by the employer. Flexible working hours shall be determined by the employer to be at the beginning and end of the core time in such a way that a total shift length does not exceed 12 hours.

(6) A flexible schedule of working hours is not applied when employees are on business trips, when there is a necessity to ensure fulfilment of some urgent working task within a certain shift the start and end of which is firmly fixed, or when the application of a flexible schedule (pattern) is prevented by operational reasons and also during a period when on an employee's part there are important obstacles to work due to which he is entitled to a compensatory wage or salary under section 192 or to a sickness benefit under the sickness insurance statutory provisions; in these cases the predetermined schedule of weekly working hours into shifts, as fixed by the employer, shall apply.

Division 4
Account of Working Hours

Section 86

(1) „Account of working hours" (or "working hours account"; in Czech "konto pracovní doby") is another method of uneven schedule of working hours and this method may be included in the relevant collective agreement or in the internal regulations. The use of working hours account and the length of a period under subsection (3) requires a prior consent of individual employees to whom such schedule (pattern) of working hours will apply.

(2) Accounts of working hours may not be applied by the employers referred to in section 109(3).

(3) Where an account of working hours is applied, the settlement period may not exceed 26 consecutive weeks. Only the relevant collective agreement may fix this period of up to a maximum of 52 weeks.

Section 87

(1) On the application of accounts of working hours, the employer shall keep an account of working hours and a wage account for each employee.

(2) An account of an employee's working hours shall include:

(a) normal weekly working hours or, in the case of a part-timer, an employee's part-time working hours;

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

(c) the working hours for which work has been done on individual working days and per week.

(3) Every week the employer shall provide a statement showing a difference between normal weekly working hours and the number of hours for which work has been done by a certain employee.

(4) Where, on the application of an account of working hours, a period shorter than that laid down in section 86(3) is used, a difference between normal weekly working hours (or relevant weekly working hours of a certain part-timer) and the number of hours for which work has been done shall be assessed upon the end of such shorter period.

CHAPTER III
WORK BREAKS AND SAFETY BREAKS

Section 88

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

(2) A break for food and rest may be divided into two (or more) parts of a minimum duration of 15 minutes.

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

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

Section 89

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

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

CHAPTER IV
REST PERIODS

Division 1
Continuous Rest Period Between Two Shifts

Section 90

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

within 24 consecutive hours.

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

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

(b) in agriculture;

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

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

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

(e) in the case of natural disasters and similar contingencies.

Division 2
Rest Days

Section 91

(1) „Rest days" („dny pracovního klidu") shall be those days on which an employee's rest falls in a week and public holidays (Note 23).

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

(3) On a day of continuous rest in a week the employer may only order his employee to perform such necessary work which cannot be done on working days, namely:

(a) urgent repairs;

(b) loading and unloading;

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

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

(e) on occurrence of natural disasters and similar contingencies;

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

(g) work in transport (transportation);

(h) feeding and care for animals.

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

(5) The day of rest of an employee who does night work for his employer (night worker) shall start at the hour corresponding to the start of a shift which according to the schedule of shifts is the first in such week. The provision of the first sentence may also be applied for the purposes of the right to wage or salary, to remuneration pursuant to agreements and to ascertainment (calculation) of average earnings.

Division 3
Continuous Rest Period Per Week

Section 92

(1) The employer shall schedule working hours in such a way that his employee has one continuous rest period of 35 hours per week, i.e. in each period of seven consecutive calendar days. In the case of an adolescent employee, such continuous rest period per week may not be less than 48 hours.

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

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

(4) Where it has been so agreed, a continuous rest period in agriculture may be provided in a minimum length of 105 hours within three weeks.

CHAPTER V
OVERTIME WORK

Section 93

(1) Overtime work may be performed only exceptionally.

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

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

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

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

CHAPTER VI
NIGHT WORK

Section 94

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

(2) The employer shall ensure that a night worker is examined by a medical doctor concerned with occupational health:

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

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

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

The reimbursement of such health care may not be demanded from the employee (night worker).

(3) The employer shall arrange for night workers adequate services, especially the possibility of refreshments.

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

CHAPTER VII
STANDBY

Section 95

(1) The employer may only require standby from his employee if standby has been agreed with this employee. The employee is entitled to remuneration under section 140 for his standby.

(2) Where an employee performs work during his standby, he is entitled to a wage or salary; in this case the employee is not entitled to remuneration under section 140. Work performance during standby above normal weekly working hours is overtime work (section 93).

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

CHAPTER VIII
JOINT PROVISIONS ON WORKING HOURS AND REST PERIODS

Section 96

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

(a) 1. working hours done [section 78(1)(a)];

2. overtime work [section 78(1)(i) and section 93];

3. night work (section 94);

4. working hours done within standby [section 95(2)];

(b) standby [section 78(1)(h) and section 95].

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

Section 97

(1) On application of a flexible schedule (pattern) of working hours, time of obstacles to work on an employee's part shall be considered as work performance only at the scope in which these obstacles prevented the employee's work performance within the core working hours. The first sentence shall not apply to temporary incapacity for work when the employee receives compensatory wage or salary (section 192). When proceeding according to the second sentence, the provision of section 85(6) shall similarly apply and the employee concerned is entitled to a compensatory wage or salary for the average length of shift.

(2) On application of a flexible schedule of working hours, if there are obstacles to work on an employee's part due to which the employee is entitled to time off for the determined necessary period, or if there are obstacles to work consisting in activity of employees' representatives who are entitled to time off (for performance of the said activity), such entire time off shall be considered (included) as work performance.

(3) On application of a flexible schedule of working hours if there are obstacles to work on the employer's part and these obstacles have impact on an employee's shift, an average length of shift shall be calculated as the employee's work performance for every individual day when the said obstacles persist.

(4) For the purposes of subsections (1) to (3), the daily working hours shall be equal to an average shift length as it ensues from normal weekly working hours or part-time working hours.

(5) On application of an account of working hours, time off due to obstacles to work on an employee's part shall only be provided for the necessary period, or for the length of a shift as scheduled by the employer on the day in question.

Section 98

(1) On application of a flexible schedule of working hours, overtime work shall always be ascertained as work done in excess of normal weekly working hours and core working hours.

(2) On application of an account of working hours, overtime work is work done in excess of normal weekly working hours and is ascertained as work in excess of normal weekly working hours multiplied by the number of weeks within the relevant settlement period under section 86(5) or under section 87(4).

Section 99

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

CHAPTER IX
AUTHORIZING PROVISIONS

Section 100

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

(a) the crew of a lorry (truck) or bus (Note 24);

(b) employees concerned with road maintenance (Note 25);

(c) railwaymen of country-wide and regional railways and railway sidings (Note 26);

(d) employees of municipal public transport (Note 27);

(e) employees ensuring airport operation (Note 28);

(f) vessel crews (Note 29);

(g) employees attending to vessels in ports (Note 29);

the Government shall thereby set out in detail groups of employees under (a) to (g) and the procedure and further duties of employers with regard to the regulation of working hours and rest periods. The regulation under another Act (Note 30) shall not be hereby affected.

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

PART FIVE
OCCUPATIONAL SAFETY AND HEALTH PROTECTION

CHAPTER I
RISK PREVENTION

Section 101

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

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

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

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

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

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

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

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

Section 102

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

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

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

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

(5) In adopting and implementing technical, technological, organizational and other 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 (operating) conditions to the employees' needs with a view to limiting the adverse effects of work on their health;

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

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

(f) restriction of the number of employees, who are exposed to the impact of risky factors exceeding the maximum hygienic limits and exposed to other risks, to the absolute minimum number necessary for running the operations;

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

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

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

(j) reasonable instructions (orders) for the safeguarding of occupational safety and health protection at work.

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

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

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

Section 103

(1) The employer shall:

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

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

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

(d) inform employees of the health care establishment which will provide them with occupational health care, of vaccinations they are required to have and of those medical checkups and examinations which they must undergo in connection with the performance of their work, and enable them to undergo such vaccinations, checkups and examinations within the scope laid down in other statutory provisions or in a ruling (decision) of the competent public health protection agency;

(e) compensate to the employee who undergoes a medical checkup, examination or vaccination under (d) any resulting loss in his earnings, namely in the amount of his average earnings, or the difference between such employee's compensatory wage or salary under section 192 or sickness benefits and this employee's average earnings;

(f) ensure for the employees, in particular those on a fixed-term employment contract, employees of an employment agency posted for temporary work to another employer, and adolescent employees, with regard to the type of work performed by them, to be provided with sufficient and adequate information and guidelines on occupational safety and health protection in accordance with this Code and other statutory provisions (Note 32), especially by making them aware of the relevant risks, results of risk assessment and preventive measures against such risks relating to their type of work and workplace;

(g) ensure that another employer's employees performing work at his workplaces are provided with suitable and adequate information and guidelines on occupational safety and health protection and on relevant measures, in particular those concerning getting a fire under control, providing first aid and evacuating individuals (natural persons) in case of contingencies (extraordinary events);

(h) inform female employees, who during their work performance may be exposed to some risk factors with adverse effects on their fetus, of this fact. Pregnant employees, breastfeeding employees and employed mothers (until the end of the ninth month after childbirth) must be further made aware of any risks and their possible effects on pregnancy, breastfeeding or on their health and the employer must take necessary measures, including those concerning the reduction of mental and physical tiredness and other kinds of mental and physical stress related to the work done, for the entire period for which it is necessary for the sake of their safety protection or their child's health;

(i) enable his employee to inspect records kept (by the employer) in connection with safeguarding this employee's occupational safety and health protection at work;

(j) ensure the provision of first aid;

(k) not apply such a method of remuneration which would increase the risk of harm to his employees' health, i.e. the type of remuneration that would lead to an increase of output (performance) but would concurrently increase risks to employees' occupational safety and health;

(l) ensure compliance with smoking prohibition at the workplaces laid down in other statutory provisions (Note 33).

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

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

(a) on change of:

1. a working position (job),

2. the type of work,

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

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

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

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

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

Section 104
Personal Protective Equipment (Aids), Work Clothes and Footwear, Washing Agents, Detergents, Disinfectants and Protective Beverages

(1) Where occupational risks cannot be eliminated or sufficiently curbed by means of collective protection (prevention) or by measures in the field of work organization, the employer shall provide his employees with personal protective equipment (aids). "Personal protective equipment" („osobní ochranné pracovní prostředky") are protective and safety aids which must protect employees against risks, may not endanger their health, may not hinder them in performance of their work and must meet the requirements laid down in other statutory provisions (Note 34).

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

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

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

(5) Personal protective equipment (aids), washing agents, detergents, disinfectants and protective

beverages shall be supplied by the employer to his employees free-of-charge (without consideration) according to a list drawn up by the employer with regard to the assessment (evaluation) of risks and specific conditions. The employer may not substitute the supply of personal protective equipment (aids) by a financial compensation.

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

Section 105
The Employer's Duties Relating to Industrial Injuries and Occupational Diseases

(1) If an industrial (occupational) injury occurs, the employer within whose undertaking this injury has occurred shall investigate the causes and circumstances of the injury, with the participation of the employee having been injured provided that his condition of health so permits and with the participation of witnesses and the (competent) trade union organization or occupational safety and health representative; until the causes and circumstances of the injury are clarified, the state of things at the place of the injury shall not be changed without serious reasons. If another employer's employee sustains an injury, the employer according to the first sentence shall inform immediately the employer of the employee having been injured and enable him to participate in the investigation of the causes and circumstances of the industrial injury and acquaint him with the results of the investigation.

(2) The employer shall keep a book of injuries in which all injuries will be entered, including those which did not cause any temporary incapacity for work or which caused temporary incapacity for work not exceeding three days.

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

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

(b) an employee's death.

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

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

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

(6) The employer shall keep records of all employees whose disease has been recognized as an occupational disease having originated at the employer's workplace and apply such measures to

eliminate or minimize those risky factors from which the danger of occupational (industrial) diseases originates or from which a particular occupational disease arises.

(7) The Government shall set out in its Decree the manner of keeping records, reporting and sending a record of an industrial injury, and provide a specimen record of an industrial injury and the list of agencies (bodies) and institutions to which an industrial injury is to be reported and to which a record of an industrial injury must be sent.

Section 106
The Employee's Rights and Duties

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

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

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

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

(a) take part in training, ensured by his employer aimed at occupational safety and health and have his knowledge checked;

(b) undergo medical checkups (relating to his occupational health), examinations or vaccinations prescribed by other statutory provisions (Note 32);

(c) comply with the statutory provisions and other regulations and the employer's instructions concerning the safeguarding of occupational safety and health with which he has been duly acquainted and follow the principles of safe conduct at the workplace and the employer's information;

(d) observe the determined working (operating) procedures, use the prescribed means of work and transport, personal protective and safety working aids and protective equipment (devices) and not wilfully alter and put them out of use (operation);

(e) not consume alcoholic drinks or not abuse addictive substances (Note 35) at the employer's workplaces and during his working hours also outside such workplaces, not enter the employer's workplaces while under their influence, and not smoke at workplaces and other premises where non-smokers would be exposed to the effects of smoking. The prohibition of consumption of alcoholic beverages shall not apply to those employees working in unfavourable microclimatic conditions, provided that they consume beer with a reduced alcohol content, and to those employees, whose consumption of alcoholic drinks is an integral part of their performance of working tasks or is usually associated with performance of these tasks;

(f) inform his superior of any irregularities and defects at his workplace which endanger, or might endanger, immediately and substantially occupational safety or work of other employees, in particular of an imminent contingency, irregularities in organizational measures, or defects or breakdowns of technical equipment and safety systems to prevent such breakdowns;

(g) participate in removal of irregularities which have been ascertained by inspections carried out by inspectorates or other agencies (bodies) authorized thereto under other statutory provisions (Note 36); the employee's participation therein shall depend on the type of his work and his possibilities;

(h) immediately inform his superior of an industrial injury sustained by him provided that his condition of health enables him such reporting, or immediately inform his superior of an industrial injury sustained by another employee or another natural person (individual) if he witnessed the injury, collaborating in the explanation of its causes;

(i) undergo a test if ordered to do so by his superior, who is authorized in writing by the employer to give such order, for the purpose of establishing whether the employee is not under the influence of alcohol or other addictive substances (Notes 33 and 35).

CHAPTER III
JOINT PROVISIONS

Section 107

Further requirements for occupational safety and health in labour relations and requirements for safeguarding safety and health during activities and services provided outside labour relationships shall be laid down in another Act.

Section 108
Employees' Participation in the Solution of Occupational Safety and Health Issues

(1) Employees shall take part in the solution of occupational safety and health issues through their trade union organization or their representative for occupational safety and health.

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

(a) to take part in consultations on occupational safety and health or shall provide them with the information about these consultations;

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

(c) to consult

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

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

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

(b) the selection and provision of occupational health care;

(c) the determination of a qualified person to deal with risk prevention in accordance with other statutory provisions;

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

(4) The trade union organization or occupational safety and health representative or the employees shall co-operate with the employer and persons qualified to deal with risk prevention so that the employer can safeguard safe and non-hazardous working conditions (to the employees' health) and meet all duties prescribed by other statutory provisions and measures taken by authorities (agencies) concerned with the supervision (inspection) of occupational safety and health under other statutory provisions (Note 36).

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

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

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

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

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

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

PART SIX
REMUNERATION FOR WORK AND STANDBY, INCOME FROM LABOUR RELATIONSHIP AND DEDUCTIONS

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

Section 109
Wage, Salary and Remuneration pursuant to Agreements

(1) An employee is entitled to receive a wage, salary or remuneration pursuant to agreements in accordance with the conditions laid down in this Code, unless this Code or other statutory provisions (Note 39) stipulate otherwise.

(2) A "wage" („mzda") is a monetary consideration (pecuniary consideration) and in-kind consideration (i.e. consideration of a monetary value) provided to an employee for work done, unless this Code provides for otherwise.

(3) A "salary" („plat") is a monetary consideration provided to an employee by his employer where this employer is:

(a) the Government (Note 6)

(b) a self-governing local area entity (Note 40);

(c) a state fund (Note 14),

(d) an organization receiving contributions from the state budget or the relevant local budget where the organization's costs of salaries and standby remuneration are fully covered from the contributions (Note 15) for its operations (and these contributions are granted from the incorporator's budget) and/or from payments in accordance with other statutory provisions;

(e) a school which is a legal entity founded by the Ministry of Education, Youth and Physical Education, region, municipality or the relevant voluntary alliance of municipalities (communities) in accordance with the Schools Act (Note 41),

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

(4) A wage or salary is provided with regard to complexity, responsibility and strenuousness of the work done, and with regard to the difficult (arduous) working conditions, working efficiency

and attained work results.

(5) Remuneration pursuant to an agreement shall be monetary consideration provided for the work done on the basis of an agreement on work performance or an agreement on working activity (sections 74 to 77).

Section 110

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

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

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

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

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

Section 111
Minimum Wage

(1) „Minimum wage" („minimální mzda") shall be the minimum permissible amount of remuneration for work done in a labour relationship under section 3 (second sentence). A wage, salary or remuneration pursuant to an agreement may not be lower than the minimum wage. For this purpose, a wage or salary shall not include any premium payment for overtime, work on public holidays, night work, work in arduous working environment and for work on Saturdays and/or on Sundays.

(2) The basic rate of the minimum wage and further rates of the minimum wage differentiated

with a view to influences limiting a certain employee's exercise of work, and the conditions for minimum wage payment, shall be set out in a Government Decree, as a rule taking legal force as of the beginning of a calendar year, taking into account the development of wages and consumer prices. The basic rate of the minimum wage shall be CZK 7, 955 per month or CZK 48.10 per hour; further rates of the minimum wage may not be lower than 50% of the basic rate of the minimum wage.

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

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

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

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

Section 112
Guaranteed Wage

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

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

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

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

(b) in addition to the employee's salary, also a cash amount which is equal to a difference between the relevant lowest level of the guaranteed wage and the salary attained by the employee in the calendar month in question.

CHAPTER II
WAGES

Section 113
Agreement on Wage or Wage Determination

(1) A wage is agreed in the relevant collective agreement or employment contract or in another agreement (contract), or the employer determines it in the internal regulations or the relevant wage statement.

(2) Where a certain employee is the statutory body (organ) of his employer's undertaking, the wage is agreed with this employee by the person (body) having designated him to the said position (post), unless another Act provides for otherwise.

(3) The wage must be agreed or determined before the start of carrying out the work for which the employee shall be entitled to his wage.

(4) The employer shall give to his employee a written wage statement on the day when the employee takes up his job (i.e. starts working); this wage statement shall include the details of the manner of remuneration, the pay dates and the place of wage payment, unless these details are stated in the employment contract, collective agreement or internal regulations. Where there is a change in any facts included in a wage statement, the employer shall communicate this fact to the employee concerned in writing latest on the day when the change takes effect.

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

(1) In the case of overtime work, an employee is entitled to his wage for work done („attained wage" or "wage attained"; in Czech "dosažená mzda") and to a premium of at least 25% of his average earnings unless the employer and the employee have agreed that instead of the premium for overtime work the employee will take compensatory time off for (i.e. time off in lieu of) the hours when he worked overtime.

(2) Where the employer does not give his employee compensatory time off within a period of three months after the performance of overtime work, or within another agreed period, the employee is entitled, in addition to his attained wage, to a premium under subsection (1).

Section 115
Wage, Compensatory Time Off and Compensatory Wage for Work on a Public Holiday

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

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

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

Section 116
Wage and Premium for Night Work

An employee is entitled to the attained wage and a premium in the amount of at least 10% of the average earnings for his work at night, unless the relevant collective agreement provides for otherwise.

Section 117
Wage and Premium for Work in the Arduous Working Environment

An employee is entitled to be paid, in addition to his attained wage, a premium for work done in the arduous working environment. For the purposes of remuneration and a premium, the Government shall define "arduous working environment" („ztížené pracovní prostředí") in its

Decree. A premium for work carried out in the arduous working environment shall be at least 10% of the amount laid down by this Code in section 111(2) as the basic minimum wage rate.

Section 118
Wage and Premium for Work on Saturdays and Sundays

(1) An employee is entitled to the attained wage and a premium of at least 10% of his average earnings for hours of work on Saturday and/or Sunday.

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

Section 119
Wage in Kind

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

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

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

Wage on the Application of Account of Working Hours
Section 120

(1) Where an account of working hours (sections 86 and 87) is applied, an employee is entitled, within the given settlement period [sections 86(3) and 87(4)], to his fixed monthly wage (referred to as "fixed wage" or "permanent wage"; in Czech "stálá mzda"), agreed in the relevant collective agreement, or in the internal regulations. The fixed (permanent) wage of an employee may not be lower than 80% of his average earnings.

(2) A certain employee's wage account [section 87(1)] shall show the following:

(a) the employee's fixed (permanent) wage;

(b) the wage which has been attained by the employee for a calendar month and to which the

employee's right has arisen in accordance with this Code and under the agreed conditions [section 113(4)].

Section 121

(1) For a given settlement period an employee is entitled to the sum of (monthly) fixed wages paid to him. Where on the expiry of the settlement period [sections 86(3) and 87(4)] or on the termination of his employment relationship, the employee's right to the wage attained [section 120(2)(b)] for individual calendar months exceeds the sum of fixed (permanent) wages having been paid to him, the employer shall settle the difference to the employee.

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

CHAPTER III
SALARY

Section 122
Salary Determination

(1) The employer shall determine a salary to his employee in accordance with this Code, the Government Decree promulgated for the implementation of this Code's sections 111(2), 112(2) and 123(6) and, within their limits, in accordance with the relevant collective agreement or internal regulations (rules). A salary may not be determined (fixed) in a way (manner), structure and amount other than that prescribed by this Code and the statutory provisions for this Code's implementation.

(2) The salary of the head (employee) who is an employer's statutory body or the salary of the head of a government agency (Note 7) or a self-governing local area entity (Note 44) [referred to as “head of a government agency” or in short as “agency head”; in Czech “vedoucí organizační složky”] shall be fixed by the person (body) having appointed this employee to his office (post, position), unless another Act provides for otherwise. The same shall apply in the case of a deputy head if the post of the head is not temporarily filled or if the head does not temporarily exercise his office.

Section 123
Schedule of Salary Rates (Salary Brackets)

(1) An employee is entitled to a “salary rate” (or “salary scale” or “salary bracket”; in Czech

“platový tarif”) fixed for the “salary grade” (or “salary category” or “salary class”; in Czech “platová třída”) and “salary step” („platový stupeň”) into which such employee has been placed, unless this Code provides for further otherwise.

(2) The employer shall place an employee into a salary grade (category) with a view to the type of work specified in the employee's employment contract and, within its limits, with a view to the most demanding type of work required from this employee.

(3) The employer shall place a managerial employee into a salary grade with a view to the most demanding types of work which the managerial employee directs (manages) or which he performs himself.

(4) The employer shall place a managerial employee into a salary step with regard to his length of practical experience, the period of his (her) care of a child and the period of his compulsory military or substitute service or civil service (hereafter referred to as “practice recognized for the retirement pension purposes”; in Czech “započitatelná praxe”).

(5) Salary rates are laid down in 16 salary grades (salary categories) and within each salary grade there are 12 salary steps. The salary rate in the sixteenth salary grade is at least 3.4 multiple of the salary rate in the first salary grade. The salary rate in the twelfth salary step is at least 1.5 times multiple of the salary rate in the first salary step. The salary rate in a certain salary grade and step shall be increased by the same percentual increment against the immediately next lower salary rate. A salary rate shall be rounded up to the next full ten crowns.

(6) The Government shall lay down by its Decree:

(a) the manner (way, method) of regulating the funds spent by employers on employees' salaries and standby remuneration;

(b) the allocation of the types of work into salary grades (salary categories) in accordance with the characteristics of individual salary grades, differentiated with a view to work complexity, responsibility and strenuousness and given in the Annex to this Code;

(c) the qualification prerequisites (concerning the level of education/training) for the performance of the types of work included in individual salary grades (salary categories);

(d) the manner of placing employees into salary grades (salary categories);

(e) the conditions for the determination of practice recognized for the retirement pension purposes;

(f) the conditions for a special manner of placing into salary grades and determining salary rates for employees carrying out those types of work the successful performance of which largely depends on the degree of their talent or their physical fitness (ability), and for employees carrying out simple operations or routine work;

(g) the schedule (scale) of salary rates for a given calendar year under subsection (5), as a rule,

taking legal force as from the beginning of the calendar year concerned, so that the salary rates in individual salary grades (salary categories) are at least:

Salary grade	Monthly salary rate in CZK
1	5 400
2	5 850
3	6 350
4	6 850
5	7 450
6	8 100
7	8 750
8	9 500
9	10 300
10	11 200
11	12 150
12	13 150
13	14 300
14	15 500
15	16 800
16	18 350

Section 124
Management Premium (Management Bonus)

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

(2) The following employees are also entitled to a managerial premium:

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

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

conditions (terms) as those fixed for the managerial employee who is being deputized for.

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

Management stage (level):	**Management premium as % of the highest salary step rate in the salary grade into which the managerial employee is placed**
1st management stage (basic level): Managerial employee who directs the work of subordinate employees	5 to 30
2nd management stage: Managerial employee who directs managerial employees at the 1st management stage or managerial employee who is the statutory organ and directs the work of subordinate employees	15 to 40
3rd management stage: Managerial employee who directs managerial employees at the 2nd management stage, managerial employee who is the statutory body and directs managerial employees at the 1st management stage, or agency head who directs managerial employees at the 1st management stage	25 to 50
4th management stage (top level): Managerial employee - statutory body who directs managerial employees at the 2nd management stage,, agency head who directs managerial employees at the 2nd management stage, Deputy Minister, head of the Office of the Czech Republic's President, head of the Office of the Parliament's Chamber of Deputies of the Czech Republic, head of the Office of the Parliament's Senate of the Czech Republic, head of the Ombudsman's Office, head of the Personal Data Protection Office	30 to 60

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

Section 125
Premium for Night Work

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

Section 126
Premium for Work on Saturdays and Sundays

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

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

Section 127
Salary, Premium or Compensatory Time Off for Overtime Work

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

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

Section 128
Premium for Work in the Arduous Working Environment

(1) An employee is entitled to a premium for work in the arduous (difficult) working environment. The arduous working environment shall mean the working environment under section 117 (second sentence).

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

Section 129
Special Premium

(1) An employee, who performs work in the working conditions connected with extraordinary

neuropsychic strain, a risk of danger to life and health or a difficult pattern of working hours, is entitled to a special premium.

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

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

Section 130
Premium for Split Shift

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

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

Section 131
Personal Premium (Personal Bonus)

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

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

Section 132
Premium (Bonus) for Direct Pedagogical Activity in Excess of the Determined Scope

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

Section 133
Specialization Premium for a Pedagogical Employee

A specialization premium in the amount from CZK 1,000 to CZK 2,000 per month shall be granted to a pedagogical employee (Note 45) who in addition to his pedagogical activity performs specialized activities the performance of which requires further qualifications prerequisites (Note 47).

Section 134
Bonus

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

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

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

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

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

Section 136
Salary Statement

(1) On the day of an employee's taking up employment (starting to work), his employer shall give him a salary statement which must be in writing.

(2) The employer shall include in such salary statement the details of the salary grade (salary category) and the salary step in which the employee has been placed, together with the details of the salary rate and other regular components of this employee's monthly salary, and the place of salary payment and pay days. Upon occurrence of a change in the amount of any salary component included in the salary statement, the employer shall communicate this change to his

employee in writing, stating the grounds (reasons), latest on the day when the change takes effect.

(3) In the case of a managerial employee who is the statutory body or the head of a government agency, a salary statement shall be given to him by the person (body) being competent [section 122(2)] to determine (fix) this managerial employee's salary.

Section 137
Salary Information System

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

(2) The Salary Information System shall mean the collating, processing and storing the data on the funds spent on salaries and remuneration for standby, the data on average earnings and the employees' personal data (Note 49) having an effect on a salary amount.

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

CHAPTER IV
REMUNERATION PURSUANT TO AGREEMENTS

Section 138

The amount of remuneration pursuant to an agreement and the conditions (terms) for its payment shall be agreed in the relevant agreement on work performance or in the relevant agreement on working activity.

CHAPTER V
WAGE OR SALARY FOR PERFORMANCE OF ALTERNATIVE WORK

Section 139

(1) Where, due to the grounds referred to in section 41(1)(a) to (d) and (4), an employee is transferred to work other than agreed (alternative work) and is entitled to a lower wage or salary for performance of this alternative work (than for his previous work), for the period of this transfer the employee is entitled to cash payment of up to the difference between his average earnings attained before the transfer and his earnings after such transfer.

(2) An employee, transferred to alternative work due to the grounds referred to in section 41(1)(b), is entitled to cash (difference) payment even if after his termination of the employment relationship he takes up work with another employer because his hitherto employer did not have suitable alternative work (employment, job) for him.

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

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

CHAPTER VI

REMUNERATION FOR STANDBY

Section 140

Unless it has been agreed in the relevant collective agreement otherwise, an employee is entitled to the remuneration of at least 10% of his average earnings for his period of standby [section 78(1)(h) and section 95].

CHAPTER VII

JOINT PROVISIONS ON WAGES, SALARIES, REMUNERATION PURSUANT TO AGREEMENTS AND REMUNERATION FOR STANDBY

Section 141

(1) A wage or salary shall be payable after the performance of work, namely latest in the calendar month following the month when an employee's entitlement to his wage or salary, or one of its components, arose.

(2) A wage, salary or its individual components, as determined, agreed or fixed for one working

hour, shall be due to an employee also for fractions of hours for which he worked in a period in respect of which his wage or salary is provided.

(3) Unless regular pay-days for wage or salary payment has been agreed in the relevant collective agreement, the employer shall set such pay-days within the period under subsection (1) after having consulted the trade union organization concerned.

(4) The employer shall pay his employee a wage or salary before the start of the employee's annual leave if the pay-day for such wage or salary falls on a day during the employee's annual leave, unless the employer and the employee have agreed otherwise. Where this is not feasible with regard to the system used for the calculation of wages or salaries, the employer shall pay the employee an adequate advance and the rest of the wage or salary shall be paid to the employee on the next pay-day after the employee's (annual) leave.

(5) On termination of an employment relationship, the employer shall pay his employee, at the employee's request, the wage or salary (for the monthly period) to which this employee's entitlement has arisen and the wage or salary will be paid on the day when the employment relationship terminates. Where the wage or salary payment on such day is not feasible due to the system used for the calculation of wages or salaries, the wage or salary will be paid by the employer on the next pay-day after the termination of the employee's employment relationship.

Section 142

(1) A wage or salary shall be paid to an employee in legal tender (Note 50).

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

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

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

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

Section 143

(1) At an employee's request concerning his wage or salary, or other components of monetary (pecuniary) consideration in his favour, after his employer has made the relevant wage or salary deductions under this Code or another Act, the employer shall transfer the amount, as determined by the employee, to the employee's account at a bank or a savings or credit union (co-operative) latest on the regular pay-day, unless a latter payment day has been agreed with the employee in writing.

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

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

Section 144

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

CHAPTER VIII

INCOME FROM LABOUR RELATIONSHIP AND DEDUCTIONS

Division 1

Common Provisions

Section 145

(1) For the purposes of this Code, deductions from an employee's income shall mean deductions

from a wage, salary or from an employee's other income resulting from his labour relationship under section 3 (second sentence) [hereafter referred to as “wage deductions” or “deductions from wage”; in Czech “srážky ze mzdy”].

(2) An employee's “other income” („jiný příjem”) under subsection (1) shall mean in particular:

(a) remuneration pursuant to agreements;

(b) a compensatory wage or salary;

(c) remuneration for standby;

(d) severance pay (redundancy payment) or similar payments provided to an employee in connection with the termination of his employment;

(e) monetary benefits, such as a fidelity or stabilization bonus, granted to an employee in connection with his employment.

Section 146

Wage deductions may only be made:

(a) in the cases laid down in this Code or in another Act;

(b) on the basis of an agreement on wage deductions (section 327) or to satisfy (settle) the liabilities of the employee concerned;

(c) to settle trade union membership contributions of an employee who is a member of the trade union organization provided that this has been agreed in the relevant collective agreement, or on the basis of a written agreement between the employer and the trade union organization if the employee, who is its member, has given his consent thereto.

Division 2

Order of Wage Deductions

Section 147

(1) An employer is entitled to make the following deductions [section 146(a)] from an employee's income:

(a) personal income tax from income arising from dependent activity (i.e. employment);

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

(c) advance on a wage or salary which the employee concerned is obliged to refund because he did not fulfil the conditions for the payment of such wage or salary;

(d) advance on travel expenses, or some other advance, having been provided to a certain employee for the performance of his working tasks if the employee has failed to render an account for such expenses to his employer;

(e) a compensatory wage or salary paid in lieu of (annual) leave to which the employee has lost the entitlement or to which his entitlement (right) has not arisen, and a compensatory wage or salary under section 192 to which the employee's right has not arisen.

(2) An execution (an attachment) of wage deduction ordered by the court, a judicial executor (Note 51), the competent tax administrator (Note 52), the competent administrative authority or another administrative agency, or the competent self-governing local area's authority (Note 53) shall be subject to other statutory provisions (Note 54).

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

Section 148

(1) As a priority, wage deductions shall be made under section 147(1)(a) and (b).

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

Section 149

(1) The priority of making wage deductions under section 146(1)(b) shall be determined by the day when the relevant agreement on wage deductions is served on the employer concerned or by

the day when the employee and the employer has concluded the agreement on wage deductions to satisfy (settle) the employee's liabilities (debts); where wage deductions are made in favour of the employer, the priority of making wage deductions is determined by the day when the relevant agreement on wage deductions has been concluded.

(2) The priority of wage deductions under section 147(1)(d) and (e) shall be determined by the day when such wage deductions started to be made.

(3) The priority of wage deductions under section 146(1)(c) shall be determined by the day when the employee has given his consent to the making of such deductions.

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

Section 150

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

PART SEVEN

REIMBURSEMENT OF EXPENSES TO EMPOYEES IN CONNECTION WITH THEIR WORK PERFORMANCE

CHAPTER I

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

Section 151

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

Section 152

„Travel expenses" (or "travelling expenses"; in Czech "cestovní výdaje) which shall be reimbursed by an employer to his employee shall be expenses having arisen to the employee:

(a) on a business trip (section 142);

(b) on a journey outside his regular place of work;

(c) on a journey in connection with extraordinary performance of work outside the pattern (schedule) of his shifts at the place of his work performance or at his regular workplace;

(d) on transfer to another place of work (section 43);

(e) on taking up employment in an employment relationship;

(f) on performance of work abroad.

Section 153

(1) The conditions which might have impact on the reimbursement and the amount of travel

expenses, in particular the period of a business trip, the place of the start and termination of a business trip, the place of performance of working tasks, the mode of transport and accommodation, shall be determined by an employer in writing beforehand, taking thereby into consideration the legitimate interests of his employee concerned.

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

Section 154

„Business trip abroad" („zahraniční pracovní cesta") shall be a trip undertaken outside the Czech Republic. The time decisive for an employee's entitlement to travel expenses in a foreign currency is the time of crossing the state borders of the Czech Republic which the employee concerned communicates to his employer, or the time of departure and the time of arrival in the case of air transportation.

Section 155

(1) The reimbursement of travel expenses to an employee, who carries out for an employer a working task on the basis of an agreement on work performed outside an employment relationship, may only be granted in the case that this right and the regular place of such employee's work performance have been agreed.

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

CHAPTER II

REIMBURSEMENT OF TRAVEL EXPENSES TO EMPLOYEES OF EMPLOYERS OTHER THAN GOVERNMENT AGENCIES AND PUBLIC ESTABLISHMENTS*

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* The full heading of Chapter II reads "Reimbursement of Travel Expenses to Employees of an Employer Other Than: the Government, a Self-Governing Local Area Entity, a State Fund, an Organization Whose Costs for Salaries and Standby Remuneration Are Fully Covered by Funds (Contributions) from the Budget of its Incorporator or from Payments Regulated by Other Statutory Provisions, or a School Legal Entity Established under the Schools Act".

....

Division 1

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

Section 156
Types of Travel Expenses and their Reimbursement

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

(a) fares;

(b) fares to visit a family member;

(c) accommodation expenses;

(d) increased meal expenses (hereafter referred to as "meal allowance"; in Czech "stravné");

(e) necessary incidental expenses.

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

(3) An employer may reimburse to his employee also other expenses, however the term

“reimbursement of travel expenses” shall only refer to those expenses the reimbursement of which was made in accordance with section 152.

Section 157
Reimbursement of Fares

(1) Where an employee uses a determined means of long-distance mass (public) transportation and a taxi cab, his employer shall reimburse the employee (for) the travel expenses in the documented amount.

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

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

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

(a) CZK 1.00 in the case of a single-track motor vehicle or a three-wheeled motor vehicle;

(b) CZK 3.80 in the case of a passenger road motor vehicle;

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

(5) In the case of use of a lorry, bus or tractor, an employee is entitled to at least the double of the basic reimbursement rate under subsection (4)(b).

Section 158

(1) Where the basic reimbursement rate has not been agreed or determined by an employer before an employee goes on a business trip, the employee is entitled to the basic rate under section 157(4) and (5).

(2) The reimbursement for fuel consumption shall be determined by an employer by multiplying the fuel price by the quantity of the fuel consumed.

(3) An employee shall document the fuel price by a receipt on fuel purchase from which the connection with his business trip is obvious. Where an employee proves the fuel price by two or

more receipts on fuel purchase from which the connection with his business trip is obvious, for the purposes of determining the relevant reimbursement, the fuel price shall be calculated as an arithmetical average of the prices documented by the employee. Where an employee does not prove the fuel price to his employer in a reliable way, the employer shall determine the reimbursement amount by applying the average price of the relevant fuel laid down in the implementing statutory provisions, promulgated under section 189.

(4) The fuel consumption of a road motor vehicle shall be calculated by the employer on the basis of the data given in the registration technical document of the vehicle which was used by an employee; the employee is obliged to submit the said technical document to the employer. Where the technical document does not include such data, the employee is entitled to the reimbursement of fuel expenses only if he proves the fuel consumption by another technical document of the same vehicle type with the same cylinder volume (capacity). In determining the fuel consumption, the employer shall make use of the data on fuel consumption for combined traffic under the EU standards. Where the data is not stated in the technical document, the employer shall calculate the fuel consumption of the vehicle as an arithmetical average of the data given in the technical document.

Section 159

(1) Where in accordance with the conditions determined for a certain business trip, an employee uses means of local public transport, his employer shall reimburse the employee for fares in the documented amount; the said reimbursement shall be due to the employee in addition to the reimbursement of expenses (if relevant) under section 157(1) to (3).

(2) As regards the reimbursement of fares for means of local public transport used on business trips within the municipality in which an employee has his agreed place of work performance, the employer shall reimburse this employee the amount equal to fare(s) at the time when such business trip took place without the employee having to prove the local fare(s).

Section 160

If, with his employer's prior consent, an employee interrupts a business trip due to some reason on his part and no work performance follows after the trip interruption, the employer shall reimburse his employee only for fares of up to the amount to which the employee would have been entitled in the event that no interruption of the business trip had occurred. A similar procedure shall apply if a prior agreed interruption of a business trip occurs due to a reason on an employee's part before his work performance.

Section 161
Reimbursement of Fares to Visit a Family Member

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

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

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

Section 162
Reimbursement of Accommodation Expenses

(1) An employer shall reimburse an employee for accommodation (lodging) expenses spent in accordance with the conditions of the employee's business journey; the accommodation expenses shall be reimbursed in the amount documented by the employee. During the time when an employee visits his family member, the employer shall reimburse the documented amount for the employee's accommodation only in the case that, with a view to the conditions of the business trip (working away) or the accommodation services concerned, this was necessary in order to maintain such accommodation.

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

Section 163
Meal Allowances

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

(a) CZK 58, when his business trip lasts 5 to 12 hours;

(b) CZK 88, when his business trip lasts longer than 12 hours but does not exceed 18 hours;

(c) CZK 138, when his business trip lasts more than 18 hours.

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

(2) If during a business trip (while working away) an employee is provided with a meal which has the characteristics of breakfast, lunch or dinner and the employee does not financially contribute to payment for such meal, the employer is entitled to reduce the meal allowance for each meal by the amount of up to:

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

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

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

(3) Unless, prior to instructing an employee to go on a business trip, the employer agrees with the employee, or determines, a meal allowance higher than that under subsection (1), or the degree of meal allowance curtailment under subsection (2), the employee shall be entitled to the meal allowance as laid down in subsection (1).

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

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

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

(7) The parties may not extend the grounds for non-payment of meal allowances laid down in subsections (5) and (6).

Section 164
Reimbursement of Necessary Incidental Expenses

The employer shall reimburse an employee for necessary incidental expenses having arisen to the employee in connection with his business trip; these expenses shall be reimbursed in the documented amount. Where an employee cannot document the amount of incidental expenses, the employer shall provide to the employee reimbursement equal to the usual price of things and services at the place and time of the business trip.

Division 2

Reimbursement of Expenses on Transfer to Another Place (Locality)

Section 165

(1) If an employee is transferred to another place (locality) of work performance than that agreed in his employment contract and this place is concurrently different from the place where the employee has his home address, the employer shall reimburse the employee for the amounts pursuant to sections 157 to 164 under the conditions stipulated therein. If the employee returns to his home every day, the time spent there shall not be included in the decisive period for granting meal allowances.

(2) If an employee, who is granted meal allowance under subsection (1), is instructed at that time to go on a business trip outside the place (locality) to which he has been transferred, he shall be granted by the employer such meal allowance rate which is more advantageous for him. The other travel expenses shall be reimbursed as in the case of any other business trip.

Division 3

Reimbursement of Travel Expenses on Business Trips Abroad

Section 166
Types of Travel Expenses and their Reimbursement

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

(a) fares;

(b) fares to visit a family member;

(c) accommodation expenses;

(d) expenses for meals in a foreign currency (hereafter “meal allowances abroad”; in Czech “zahraniční stravné”);

(e) necessary incidental expenses.

(2) In the case of a business trip abroad, an employer may reimburse an employee also for some other travel expenses.

Section 167
Reimbursement of Fares

An employer shall reimburse an employee for fares in the amount and under the conditions laid down in sections 157 to 160; reimbursement for fuel in a foreign currency and documented amount shall be provided only for kilometres travelled outside the Czech Republic. Where due to serious reasons an employee does not have a receipt confirming his purchase of fuel outside the Czech Republic, the employer may provide him reimbursement for fuel settled in a foreign currency also on the basis of the employee's statement on the actual price paid for fuel and on the reasons why no receipt is available.

Section 168
Reimbursement of Fares to Visit a Family Member

If a business journey abroad lasts longer than one month and if a visit to a family member has been agreed with, or determined by, an employer before instructing an employee to go on a

business trip abroad, the employer shall reimburse the employee for return fares to visit a family member at the home address, or at another prior agreed place of a family member's stay under section 167, however at the utmost in the amount equal to fares to the employee's place of work performance or regular workplace or home address in the Czech Republic. The limiting amount shall be the amount which is most advantageous for the employee.

Section 169
Reimbursement of Accommodation Expenses

An employer shall reimburse an employee for accommodation expenses spent in accordance with the conditions of such business journey abroad and section 162.

Section 170
Meal Allowances Abroad

(1) An employer shall provide to an employee on a business trip abroad meal allowances in a foreign currency in the amount and under the conditions laid down below.

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

(3) An employer shall provide to an employee meal allowances abroad in the amount of the basic (standard) rate under subsection (2) if the period spent outside the Czech Republic within one calendar day lasts longer than 12 hours. If such period lasts longer than six hours, but at the utmost 12 hours, an employer shall provide to an employee meal allowance at half the said rate, and if such period lasts six hours or less (but at least one hour), an employer shall provide to an employee meal allowance at a quarter of the said rate. If an employee spends outside the Czech Republic less than one hour, no meal allowance abroad is provided.

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

(5) If during a business trip abroad, an employee is provided with a meal having the characteristics of breakfast, lunch or dinner and the employee does not financially contribute to payment for such meal, the employer is entitled to curtail the relevant basic rate of meal allowance abroad by up to 25% for each such meal, or if it concerns meal allowance abroad at half its basic rate by up to 35% of the half rate, or if it concerns meal allowance in one quarter of the basic rate by up to 70% of the quarter rate. Where an employer has not agreed the degree of curtailment of an employee's meal allowances abroad, or has not determined it prior to instructing an employee to go on a business trip abroad, an employee is entitled to meal allowances abroad in accordance with subsection (3).

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

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

(8) The parties may not extend the grounds for non-payment of meal allowances laid down in subsections (6) and (7).

Section 171
Reimbursement of Necessary Incidental Expenses

An employer shall reimburse an employee for necessary incidental expenses in accordance with section 164.

Division 4

Reimbursement of Expenses on an Employee's Posting Abroad

Section 172

Where a place of work performance or a regular workplace has been agreed outside the Czech

Republic, an employer shall provide to an employee for the days of travelling from the Czech Republic to the place of work performance or regular workplace and for his journey back reimbursement of travel expenses as in the case of a business trip abroad. If, with a prior employer's consent, an employee travels with a member of his family, the employer shall provide to this employee also reimbursement of fares, accommodation and incidental expenses having arisen to the employee's family member.

CHAPTER III

REIMBURSEMENT OF TRAVEL EXPENSES TO EMPLOYEES OF GOVERNMENT AGENCIES AND SIMILAR ESTABLISHMENTS*

....

* The full heading of Chapter III reads “Reimbursement of Travel Expenses to Employees of Government Agencies, Self-Governing Local Area Entities, State Funds, Any Organization Whose Costs for Salaries and Standby Remuneration Are Fully Paid from its Incorporator's Budget or Payments under Other Statutory Provisions, or School Legal Entities Established under the Schools Act”.

....

Division 1

Common Provisions

Section 173

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

Section 174

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

Division 2

Reimbursement of Travel Expenses (Business Trips)

Section 175
Reimbursement of Fares

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

Section 176
Meal Allowances

(1) Section 163(1) shall not apply to the provisions of meal allowances. For each calendar day of a business journey an employer shall provide to an employee meal allowance of:

(a) CZK 58 to CZK 69, if a business trip lasts 5 to 12 hours;

(b) CZK 88 to CZK 106, if a business trip lasts longer than 12 hours but does not exceed 18 hours;

(c) CZK 138 to CZK 165, if a business trip lasts longer than 18 hours.

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

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

(3) Where the meal allowance amount under subsection (1) or its curtailment under section 163(2) has not been agreed or determined by the employer, an employee is entitled to the lower rate of the relevant meal allowance range under subsection (1).

Division 3

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

Section 177

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

(2) The reimbursement of expenses under subsection (1) may be provided by an employer to an employee until the time when this employee or the employee's family member and/or a person living with him in one household obtain an adequate flat in the municipality of the employee's work performance; the employer may provide the reimbursement of such expenses at the utmost for a period of four years if the employment relationship has been agreed for an indefinite time, and for a period until the termination of the employment relationship if it has been agreed for a fixed term. "Household" shall be considered under section 115 of the Civil Code.

Section 178

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

(a) expenses for moving household furnishings;

(b) fares of the employee and the employee's family member from the previous home to the new home;

(c) necessary incidental expenses related to the moving of household furnishings;

(d) necessary expenses relating to the adaptation of the flat of up to the maximum amount of CZK 15,000.

Division 4

Reimbursement of Travel Expenses on a Business Trip Abroad

Section 179

(1) As regards providing meal allowances abroad, the provision of section 170(2)(first sentence) shall not apply. For every day of an employee's business trip abroad, an employer shall provide him with the basic (standard) rate of meal allowance abroad, as laid down in an implementing Decree promulgated under section 189.

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

Section 180

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

Division 5

Reimbursement of Expenses on an Employee's Posting Abroad

Section 181

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

CHAPTER IV

JOINT PROVISIONS ON TRAVEL EXPENSES REIMBURSEMENT

Section 182
Flat-Rate Reimbursement of Travel Expenses

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

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

Section 183
Advances on Travel Expenses Reimbursement and Final Account

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

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

(3) Unless an employee has agreed with an employee otherwise, within 10 working days of the

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

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

(5) Unless the parties have agreed otherwise, within 10 working days of an employee's submission of written (printed) receipts and other documents concerning travel expenses, the employer shall draw up a final account of travel expenses reimbursement and satisfy the employee's entitlement. An amount to be provided to the employee by the employer shall be rounded up to full crowns.

Section 184

As regards reimbursement of travel expenses on which no advance amount has been provided, the provisions of section 183 shall apply as appropriate and the foreign exchange rates promulgated by the Czech National Bank and valid on the day of an employee's starting his business trip abroad shall be applicable to the translation of the currencies.

Section 185

Where it is required to document (prove) certain travel expenses and an employee is unable to provide documentary evidence of (support for) such expenses, the employer may reimburse him expenses in the amount recognized by the employer, taking regard to the determined conditions of such trip, unless another Act provides for otherwise [section 158(3)].

Section 186

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

Section 187

For the purposes of reimbursement of travel expenses [except section 177(2)], “a family member of an employee” shall be the employee's spouse, own children, adoptive children, children entrusted in the employee's foster care or care in loco parentis, own parents, adoptive parents, guardian(s) and foster parents. Another natural person has the status of a family member only if such person lives with the employee in one household. “Household” („domácnost”) shall be considered in accordance with section 115 of the Civil Code.

Section 188
Travel Expenses Reimbursement under an International Agreement or under an Agreement on Mutual Exchange of Employees with a Foreign Employer

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

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

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

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

Section 189
Authorizing Provisions

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

(a) the amendment of the basic (standard) reimbursement rate for the use of road motor vehicles

laid down in section 157(4);

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

(c) the determination of the average fuel price;

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

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

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

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

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

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

(a) reimbursement of increased living costs;

(b) reimbursement of furnishings costs;

(c) reimbursement of return fares and accommodation expenses on certain journeys to and from the Czech Republic;

(d) reimbursement of expenses for moving personal belongings.

CHAPTER V

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

Section 190

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

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

PART EIGHT

OBSTACLES TO WORK

CHAPTER I

OBSTACLES TO WORK ON AN EMPLOYEE'S PART

Division 1

Important Personal Obstacles to Work

Section 191

An employer shall excuse the absence of an employee from work during a period when he is temporarily unfit to work under another Act (Note 58), during a period of quarantine ordered under another Act (Note 59), during a period of maternity of parental leave, during a period of taking care for a (sick) child whose age is below 10 years or taking care for another household

member (section 115 of the Civil Code) in the cases laid down in section 39 of the Sickness Insurance Act (Note 60) and for a period of taking care of a child younger than 10 years due to the reasons laid down in section 39 of the Sickness Insurance Act (Note 60) or due to a reason that a natural person who otherwise takes care of a child could not take care of this child because this person undertook a medical examination or treatment in a health care facility and this could not be arranged outside the employee's working hours.

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

(1) An employee, who has been recognized as being temporarily unfit for work or whose quarantine has been ordered, is entitled during the first 14 calendar days of his temporary incapacity for work or quarantine to a compensatory wage or salary at the level (amount) under subsection (2) if at the day of the start of his temporary incapacity for work or quarantine such employee meets the conditions of the entitlement to sickness benefits under the sickness insurance statutory provisions. Within the period laid down in the first sentence, the employee concerned is entitled to a compensatory wage or salary for the days which are working days in respect of this employee and for any public holiday for which he is otherwise entitled to a compensatory wage or for which his salary is not curtailed provided that on these individual days he meets the conditions for the entitlement to payment of sickness benefits under the sickness insurance statutory provisions and provided that his employment relationship lasts, however the said entitlement does not last longer than until the expiry of the support period fixed for payment of sickness benefits (Note 61). If incapacity for work arose on a day on which an employee has already worked his shift, for the purposes of providing a compensatory wage or salary, the period of 14 calendar days of temporary incapacity for work starts to run only on the subsequent calendar day. If in the period of the first 14 calendar days of temporary incapacity for work or quarantine an employee is entitled to sickness benefit (Note 62) or maternity benefit (Note 63), this employee shall have no right to a compensatory wage or salary. Where within the period of incapacity for work or quarantine, the entitlement to a compensatory wage or salary arises to an employee under the first to third sentence, this employee shall not be concurrently entitled to a compensatory wage or salary due to another obstacle to work.

(2) A compensatory wage or salary under subsection (1) shall be due to an employee at the level of 30% of his average earnings for the first three days of his incapacity for work or quarantine and at the level of 69% of his average earnings as of the fourth day of his temporary incapacity for work or quarantine. For the purposes of determining a compensatory wage or salary, ascertained average earnings shall be adjusted in the same way as in the case of adjusting the daily assessment base for benefits (Note 64), however with the difference that the curtailment limits prescribed for the purposes of sickness benefits shall be multiplied by the coefficient of 1.4 and then rounded up to the next full crowns; 90% of the relevant amount within the first curtailment limit shall be recognized for the purposes of the said adjustment. If an employee has also the right to his wage or salary for part of working hours for a working day on which the employee's entitlement to a compensatory wage or salary arose or terminated, the employee shall be entitled to a compensatory wage or salary only for that part of the working hours for which he has no right to a wage or salary.

(3) An agreed or determined compensatory wage or salary above the level laid down in subsection (2)(first sentence) may not exceed an employee's average monthly net earnings [section 356(3)].

(4) A compensatory wage or salary determined under subsections (2) and (3) shall be reduced by 50% in those cases where sickness benefits are reduced to half under sickness insurance statutory provisions (Note 65).

(5) If during the first 14 calendar days of an employee's incapacity for work the employee has breached his duties, as laid down in subsection (6)(first sentence), which are part of the regimen prescribed to this employee as an insured person who is temporarily unfit for work, his employer may decide to curtail the employee's compensatory wage or salary, or not to provide him with any compensatory wage or salary, depending on the gravity of the employee's breach of the duties.

(6) Within the first 14 calendar days of an employee's temporary incapacity for work, his employer is entitled to check whether this employee having been recognized as temporarily unfit for work complies with the regimen prescribed to this employee (as an insured person who is temporarily unfit for work) with regard to the duty, laid down in another Act (Note 66), to rest in the place of his stay and to observe the time and scope of his permitted walks. Where the employer has ascertained an employee's breach of the duty laid down in the first sentence, the employer shall draw up a written record, stating the facts which mean a breach of the regimen; a copy of this record shall be served on the employee who has breached the regimen, and on the district social security administration competent for the place of the employee's place of stay during his temporary incapacity for work (Note 67), and also on the general practitioner (medical doctor) attending to the employee who is temporarily unfit for work. The employer is entitled to ask the attending general practitioner (medical doctor), who has ordered the employee's regimen of the insured person being temporarily unfit for work, to advise him (the employer) of the employee's regimen with regard to the scope which the employer is authorized to check, and also of the (doctor's) assessment of the employee's breaches having been ascertained by the employer. The employee is obliged to enable the employer to check compliance with the duties laid down in the first sentence.

Section 193

On the basis of the documents prescribed for claiming the entitlement (right) to sickness benefit, a compensatory wage or salary shall be provided by the employer on the next regular pay-day after the presentation of the said documents (with regard to the first 14 calendar days of an employee's incapacity for work).

Section 194

An employee who works on the basis of an agreement on working activity is entitled to compensatory remuneration (under the conditions laid down in sections 192 and 193) during the

first 14 calendar days of his incapacity for work. For the purposes of providing such compensatory remuneration, the employer shall determine in advance the pattern (schedule) of such employee's weekly working hours into shifts so that this employee's compensatory remuneration can be calculated.

Maternity and Parental Leave
Section 195
Maternity Leave

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

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

(3) If a female employee has taken less than six weeks of maternity leave before the childbirth because the child was born earlier than the date determined by her doctor, she is entitled to her maternity leave as of the day when she started to take it until the expiry of the period laid down in subsection (1). If a female employee has had less than six weeks of maternity leave before her confinement for some other reason, she shall be granted 22 weeks of maternity leave as of the childbirth, or 31 weeks if she gives birth to two or more children at the same time.

(4) If a child is stillborn, the female employee is entitled to maternity leave of 14 weeks.

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

Section 196
Parental Leave

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

Section 197
Maternity and Parental Leave for Foster Parents

(1) The right to maternity and parental leave shall also pertain to a female or male employee if these employees have taken a child into their care substituting parental care on the basis of the

relevant ruling of the competent authority, or if they have taken into care a child whose mother died; “ruling of the competent authority” shall mean a decision to place a certain child into foster care which, for the purposes of state social support (Note 68), replaces parental care.

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

(3) Parental leave under subsection (1) is granted as of the day when the child has been taken into foster care until the day when the child reaches the age of three years; a female employee who has been on maternity leave under subsection (2) is granted parental leave on the termination of maternity leave. If a child has been taken into foster care after the attainment of three years of age but before reaching the age of seven years, there shall be the right to parental leave in the length of 22 weeks. If a child has been taken into foster care before it is three years old with parental leave in the length of 22 weeks expiring after the child reaching three years of age, parental leave shall be granted for 22 weeks as of the day of taking the child into foster care.

Section 198
Joint Provisions on Maternity Leave and Parental Leave

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

(2) If a child is taken due to health reasons to a medical facility for sucklings or to another health care establishment for medical treatment and the male employee or the female employee starts working, the employee's maternity or parental leave shall thus be interrupted; the untaken part of such leave is granted when the child is released from the health care establishment and taken care of again by its foster parents, but not longer than the time when the child reaches the age of three years.

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

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

Other Important Personal Obstacles to Work
Section 199

(1) Where an employee cannot perform his work due to important personal obstacles to work on

his part, which are other than the obstacles laid down in section 191, the employer shall grant the employee time off at least in the prescribed scope and, in the determined cases, also a compensatory wage or salary under subsection (2). A compensatory wage or salary shall be provided in the amount of the employee's average earnings.

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

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

Division 2

Obstacles to Work for Reasons of Public Interest

Section 200

An employer shall grant an employee time off, within the necessary extent, to enable him performance of a public office (function), civic duties and other acts in public interest where it is not feasible to carry out such activity outside this employee's working hours. Unless this Code provides for otherwise or unless it has been agreed otherwise, in these cases the employee shall not be entitled to compensatory wage or salary from his employer. This shall apply without prejudice to other statutory provision regulating obstacles to work for reasons of public interest.

Section 201
Exercise of Public Office

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

(a) the length of which is determined by the term of such office or by a certain period;

(b) which is filled on the basis of a direct or indirect election or to which a person is appointed in accordance with other statutory provisions.

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

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

Section 202
Exercise of Civic Duties

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

Section 203
Other Acts in Public Interest

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

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

(a) to exercise office of a member of the trade union organization body (organ) under this Code, the works council, or a representative for occupational safety and health protection, or the activity of a member of an election committee under this Code (sections 283 to 285) as well as to exercise office of a board member, elected by employees under another Code (Note 71), of the legal entity (which is the employer), and such time off shall be granted with compensatory wage or salary in the amount of average earnings;

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

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

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

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

(f) to carry out activity, within the necessary extent, of a member of an election committee in connection with the elections of Members of the Czech Parliament, Member of the European Parliament and members of local self-governing area units' councils;

(g) for an employee's lecturing or teaching activity, including that of an examinator; an employee is entitled to time off for no more than 12 shifts (12 working days) per annum unless this is prevented by serious operational reasons on the employer's part. Any shorter parts of individual shifts, when time off was granted, shall be added together;

(h) to carry out activity of a member of the Mountain Rescue Service or to assist (as an individual) the Mountain Rescue Service, when so requested, and participate personally in its rescue operation in the field; time off shall be granted within the necessary scope;

(i) for activity as a person in charge of a (holiday) camp for children and/or youth, or as a deputy to such person for economic matters or health care affairs, or as a group leader, warden, instructor, or health service worker (with vocational secondary education) in a (holiday) camp for children and/or youth; the employee is entitled to time off within the necessary extent, however not exceeding three weeks per annum, provided that this is not prevented by operational reasons on the employer's part and under the condition that before this release the employee was working systematically with children or youth for at least one year and carried out this activity without consideration (free of charge). The condition of prior systematic work with children or youth without consideration shall not apply if activity is to be exercised in a camp for disabled/handicapped children and youth;

(j) for activity as a mediator and arbitrator in collective bargaining; this employee is entitled to time off within the necessary extent;

(k) for activity as a voluntary enumerator (in taking a census) of people, houses and flats, including selective (statistical) enquiry; the employee is entitled to time off within the necessary extent, however not exceeding 10 shifts (10 working days) per annum, provided that this is not prevented by serious operational reasons on the employer's part;

(l) for activity of a voluntary health service worker of the Red Cross who provides health care services at a sporting or social event; the employee is entitled to time off within the necessary extent provided that this is not prevented by serious operational reasons on the employer's part;

(m) for activity related to the organizing of a special-interest physical educational, sporting or cultural event and its necessary preparation; the employee is entitled to time off within the necessary extent provided that this is not prevented by serious operational reasons on the employer's part.

Section 204
Time Off and Conscription

(1) An employer shall excuse an employee's absence from work within the necessary extent if the employee is obliged to report oneself to the competent military administrative authority in connection his exercise of military service (conscription).

(2) An employer shall also excuse an employee's absence from work within the necessary extent for a period which the employee needs for a journey to the place of drafting and for a period of military exercises or extraordinary military exercises.

(3) Compensatory wage or salary in the amount of an employee's average earnings for time off relating to conscription (military service ordered by law) under subsection (1) and (2) shall be paid by the competent military administrative authority.

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

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

CHAPTER II

JOINT PROVISIONS ON OBSTACLES TO WORK ON AN EMPLOYEE'S PART

Section 206

(1) Where an employee has known of an obstacle to work (on his part) in advance, he must ask his employer beforehand to be granted time off. Otherwise, an employee shall inform the employer of an obstacle to work on his part and of its expected duration without undue delay.

(2) The employee shall prove an obstacle to work on his part and its duration to the employer. The employee must be granted the necessary assistance from the legal entities or natural persons concerned to enable him discharge of the duty laid down in the first sentence.

(3) An employee is not entitled to compensatory wage or salary if he missed the major part of a shift and his absence was not authorized (absence without leave) in the calendar month in which he was granted time off or if after such time off he failed to return in time to work without a serious reason therefor. Unauthorized absence from shorter parts of individual shifts shall be added together.

(4) Where under other statutory provisions an employee is released from work due to an obstacle consisting in a reason of public interest, a legal entity, for which (or a natural person for whom) the employee exercised some activity or on the initiative of which (or on whose initiative) he was released, shall reimburse to the employer, by whom the employee was employed at the time of release, compensatory wage or salary having been paid to the employee unless the employer has agreed with the legal entity (or the natural person) that no reimbursement of compensatory wage or salary is required.

(5) Compensatory wage or salary under this Code (sections 351 to 362) having been paid by an employer to a released employee shall be reimbursed (settled) under subsection (4); compensatory wage or salary in excess of the scope laid down in this Code shall not be reimbursed.

CHAPTER II

OBSTACLES TO WORK ON AN EMPLOYER'S PART

Section 207
Dead Time and Work Interruptions Due to Adverse Climatic Conditions

Where an employee cannot do his work:

(a) due to a temporary breakdown of machinery or equipment which he has not caused or due to a problem with the supply of raw materials or power (energy) or due to some other operational causes, it is "dead time" (or "idle time"; in Czech "prostoj") and if he was not transferred to some other work, he is entitled to compensatory wage or salary in the minimum amount of 80% of his average earnings;

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

Other Obstacles to Work on an Employer's Part
Section 208

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

Section 209

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

(2) Where in situations under subsection (1), the relevant agreement between the employer and the trade union organization regulates the level of compensatory wages to be provided, an individual employee may be paid compensatory wage at the minimum level of 60% of his average earnings.

(3) In the situations under subsection (1), an employer, in whose undertaking there is no trade union organization (or where there is some trade union organization but does not exercise any activity), is entitled to submit an application to the competent labour office to decide (pass a ruling), on the basis of documents supplied by the employer, that there are reasons justifying the payment of compensatory wages at a lower level. Where the labour office passes a ruling recognizing the employer's reasons for short time working (temporary lay offs), employees of this employer shall be entitled to compensatory wages at the level of 60% of their average earnings for a period laid down in the ruling, however for no longer than one year.

Section 210

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

PART TEN

LEAVE (WITH PAY)

CHAPTER I

FUNDAMENTAL PROVISIONS

Section 211

An employee who performs work (job) under his employment contract is entitled, under the conditions laid down in this Part, to:

(a) annual leave (i.e. leave per annum) or its proportional part;

(b) leave for the number of days on which work was done;

(c) supplementary leave.

CHAPTER II

ANNUAL LEAVE AND ITS PROPORTIONAL PART, LENGTH OF LEAVE, LEAVE FOR THE NUMBER OF DAYS WHEN WORK WAS DONE

Division 1

Annual Leave and its Proportional Part

Section 212

(1) An employee who under his continuous employment with the same employer performed work for this employer for at least 60 days in one calendar year is entitled to leave per such calendar year, or to its proportional part in the case that his employment did not last continuously for the entire calendar year. Every day on which an employee worked the major (preponderant) part of his shift is regarded as the day on which work was done; parts of one shift falling on two days are not regarded as two days on which work was done.

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

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

(4) If an employee has been released long-term from his employment in order to exercise public office, he is granted annual leave or its part by a legal entity for which, or by a natural person for whom he is exercising public office, and this person (entity or individual) shall also grant him such part of annual leave which he has not taken before his release. If an employee has not taken his annual leave before the expiry of the release period, he shall be granted this leave by the employer having released this employee. The fulfilment of the conditions for the right (entitlement) to annual leave shall be considered in total for a period before and after the employee's release.

Section 213

(1) The (standard) length of annual leave (i.e. leave per annum) shall be four weeks.

(2) The length of annual leave of employees employed by employers referred to in section 109(3) shall be five weeks.

(3) Pedagogical employees (Note 47) and academic employees of universities (Note 72) shall have annual leave in the length of eight weeks.

(4) As regards taking annual leave by an employee whose working hours are unevenly scheduled over individual weeks or the entire calendar year, he is entitled to take so many days of annual leave as is the number of working days per his time of leave, based on the annual average.

(5) Where in the course of a calendar year a change in the scheduling (pattern) of an employee's working hours occurs, this employee is entitled to an annual leave in the ratio corresponding to the length of the relevant scheduling of his working hours.

(6) The Government may lay down by its Decree the conditions under which annual leave, expressed in calendar days, may be granted to railway employees with uneven scheduling (pattern) of working hours pursuant to section 100(1)(c).

Division 2

Leave for Days on which Work Was Done

Section 214

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

CHAPTER III

SUPPLEMENTARY LEAVE

Section 215

(1) An employee who for an entire calendar year works for the same employer underground, extracting minerals or driving tunnels and galleries (tunnelling), or an employee who for an entire calendar year is engaged in particularly hard (difficult) work or in work which is harmful to his health, shall be entitled to supplementary leave in the length of one week. If an employee works under the conditions laid down in the first sentence for only a certain part of a calendar year, he shall be entitled to one-twelfth of supplementary leave for every 21 days (in total) of such work done. Supplementary leave shall be granted to an employee due to the fact that he is engaged in particularly hard (difficult) work (job) or in work which is harmful to his health even when he is concurrently entitled to supplementary leave due to the fact that he works underground extracting minerals or driving tunnels and galleries.

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

(a) employees who work at least half of normal weekly working hours at health care establishments (facilities) or health care (medical) workplaces where they attend to patients suffering from a contagious form of tuberculosis;

(b) employees who during their work at workplaces containing infectious materials are exposed to a direct risk of infection provided that they carry out this work for at least half of normal weekly working hours;

(c) employees who are exposed to adverse effects of ionizing radiation at their work;

(d) employees who attend to the mentally sick or afflicted for at least half of normal weekly working hours;

(e) employees who work as carers of youth in difficult conditions or who work as health care staff of the Czech Republic's Prison Service if they carry out such work for at least half of normal weekly working hours;

(f) employees who work continuously for at least one year in tropical areas or in other areas hazardous to health. An employee who has completed one year of continuous work in tropical areas or in other areas hazardous to health is already entitled to supplementary leave for such year; an employee who has been working continuously in tropical areas or in other areas hazardous to health for over one year shall be entitled to one twelfth of supplementary leave for every further 21 days of work done in such areas;

(g) employees of the Czech Republic's Prison Service who for at least half of normal weekly working hours are in direct contact with the accused held in custody and/or with convicts sentenced to imprisonment;

(h) employees who work as scuba divers in diving gear or employees who carry out caisson work in working chambers (under compressed air).

(3) The Ministry of Labour and Social Affairs shall lay down in its Decree tropical areas and other areas hazardous to health.

(4) Only employees referred to in subsection (1), (2) and (3) shall be entitled to supplementary leave under the given conditions.

CHAPTER IV

JOINT PROVISIONS ON LEAVE

Division 1

Common Provisions

Section 216

(1) "Week" („týden") shall mean seven consecutive calendar days.

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

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

(4) In establishing whether the conditions for the entitlement to leave are met, an employee who works for normal weekly working hours is considered as if he worked for five working days even if his working hours are not scheduled over all working days in a week; this shall also apply with

regard to the purposes of leave curtailment except unauthorized absence from work.

(5) Where proportional part of leave [section 212(2) and (3)] is less than one day, it shall be rounded to one half-day; this shall also apply to the computation of twelfths of leave for the days on which work was done (section 214) and for the computation of twelfths of leave for the purposes of leave curtailment [section 223(1) and (4)].

Division 2

Leave Taking

Section 217

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

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

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

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

(5) If a female employee asks her employer to schedule her leave taking so that it immediately follows the end of her maternity leave, or if a male employee asks his employer to schedule his leave taking so that it immediately follows the end of his parental leave (provided that such

parental leave is within a period for which a female employee is entitled to take her maternity leave), the employer is obliged to comply with this request.

Section 218

(1) The employer shall schedule an employee's leave taking at least in the length of four weeks in the calendar year in which the employee's leave entitlement has arisen provided that the employee is employed by this employer for an entire calendar year and is entitled to at least four weeks of leave.

(2) Where the employer is prevented from determining (scheduling) leave taking pursuant to subsection (1) by obstacles on a certain employee's part [section 217(4)] or by urgent operational reasons, the employer shall schedule such leave so that it is taken latest by the end of the subsequent calendar year, unless it is laid down in subsection (3) otherwise.

(3) Where the employer cannot schedule leave taking under subsection (1) even until the end of the subsequent calendar year due to an employee's being on parental leave, the employer shall schedule such leave so that it is taken immediately after the termination of the employee's parental leave.

(4) Where the employer does not determine an employee's leave under subsection (1) until 31 October of the subsequent year [with the exception laid down in subsection (3)], the employee shall take such leave or its part (having not been taken earlier) as of the first working day after 31 October of the said (subsequent) year. Where an employee fails to take leave under the first sentence until the end of the subsequent year, his entitlement to this leave shall expire.

(5) Where an employee could not take part of his leave, which exceeds four weeks, due to reasons laid down in subsection (2) even until the end of the subsequent year, provided that the employee has given his written consent this part of leave may be taken by the end of the following year.

Section 219

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

(2) If, during an employee's leave, a public holiday falls on a day which would otherwise be his normal working day, this day shall not be included in this employee's leave taking. If the employer determines that an employee is to take compensatory time off in lieu of overtime work

or work on a public holiday so that this compensatory time off would fall on a day (or days) within the employee's period of leave, the employer is to change this and determine that compensatory time off should be taken on some other day (or days).

Division 3

Collective Leave Taking

Section 220

The employer, acting in agreement with the trade union organization, may determine collective leave taking where this is necessary due to operational reasons; collective leave taking may not last more than two weeks, and in the case of artistic ensembles four weeks. The determination of collective leave taking due to other than operational reasons is not permissible.

Division 4

Change of Employment

Section 221

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

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

Division 5

Compensatory Wage or Salary for Leave (Leave with Pay)

Section 222

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

(2) An employee is entitled to compensatory wage or salary for four weeks of leave which he has not taken only in the case of termination of employment. An employee is entitled to compensatory wage or salary for that part of leave in excess of four weeks which he has not taken not only in the case of termination of his employment but also in the case that he could not take it by the end of the subsequent calendar year.

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

(4) The employees who are referred to in section 213(3) are entitled to compensatory wage or salary at the utmost for four weeks of leave which they have not taken.

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

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

Division 6

Curtailment of Leave

Section 223

(1) Where in a calendar year for which leave is to be granted to an employee who fulfilled the condition laid down in section 212(1) but who did not work due to obstacles to work which for the purposes of leave are not regarded as performance of work, the employer shall curtail this

employee's leave for the first 100 shifts (working days), which the employee missed, by one twelfth and for every further 21 shifts (working days), which the employee missed, also by one twelfth. Leave having been taken under section 217(5) before the start of parental leave may not, however, be curtailed due to the reason that parental leave is subsequently taken.

(2) In the case of an employee's unauthorized absence from one shift (one working day), his employer may curtail this employee (annual) leave by one to three days; unauthorized absence from shorter parts of shifts may be added together.

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

(4) Annual leave of an employee having been absent from work due to imprisonment under a relevant judgment shall be curtailed by one twelfth for every 21 days of his absence from work. Annual leave shall be curtailed in the same way if an employee was held in custody (remand prison) and was subsequently convicted under a relevant final judgment, or released from charges, or his criminal prosecution was discontinued either because he did not bear criminal liability for a criminal act having been committed or because he was granted a pardon or amnesty.

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

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

PART TEN

CARE OF EMPLOYEES

CHAPTER I

WORKING CONDITIONS OF EMPLOYEES

Section 224

(1) Employers shall create working conditions which enable safe performance of work by employees; employers shall ensure for this purpose in particular:

(a) the establishment, maintenance and improvement of facilities for employees;

(b) the improvement of the fitting-out and design of workplaces;

(c) the creation of the conditions for the satisfaction of employees' cultural, recreational and physical educational needs and interests;

(d) occupational health care.

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

(a) on the employee's attainment of 50 years of age or on the employee's first termination of employment when this employee is granted disability pension (benefit) or at the time when the employee's entitlement to old-age pension (retirement benefit) arises;

(b) for assistance in connection with fire prevention or natural disasters, or for assistance in dealing with their aftermath, or for assistance in connection with other contingencies which may be hazardous to life, health and property.

Section 225

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

Section 226

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

CHAPTER II

VOCATIONAL DEVELOPMENT OF EMPLOYEES

Section 227

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

(a) induction training and on-the-job training;

(c) improvement of qualification;

(b) vocational practice of graduates;

(d) qualification upgrading.

Section 228
Induction Training and On-the-Job Training

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

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

Section 229
Vocational Practice of Graduates

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

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

Section 230
Improvement of Qualification

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

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

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

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

(5) Other statutory provisions (Note 74) regulating improvement of qualification shall apply without prejudice to this Code.

Qualification Upgrading and Qualification Agreement
Section 231

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

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

(3) Other statutory provisions (Note 74) regulating qualification upgrading shall apply without prejudice to this Code.

Section 232

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

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

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

(c) five working days to learn (read) and sit for a closing examination, school-leaving examination, certificate of (study) completion or state examination within a certain study (course) curriculum of the university concerned;

(d) ten working days to write and defend his closing paper, bachelor's paper, thesis or dissertation;

(e) 40 working days to read and sit for orals for the lower doctorate or doctorate.

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

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

Section 233

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

(a) the employee has become long-term unfit to perform the type of work for which he is upgrading his qualification;

(b) the employee, through no fault on the employer's part, has not been fulfilling substantial duties relating to qualification upgrading without any serious reasons for a prolonged period.

Section 234

(1) Where the employer and the employee concerned conclude a qualification agreement in connection with the employee's upgrading of his qualification, the agreement shall include the employer's undertaking (commitment) to enable this employee qualification upgrading and the employee's undertaking to remain in employment with this employer for an agreed period, however for no longer than five years, or to reimburse the employer for the costs which were connected to this employee's qualification upgrading and which were settled by the employer, and this shall apply even in the case that the employee's employment is terminated before he completes his qualification upgrading. As regards the employee's undertaking to remain with his employer for an agreed period, the said period shall start to run as of the employee's completion of his qualification upgrading.

(2) A qualification agreement may also be concluded in connection with improvement of

qualification (section 230) if expected costs attain at least CZK 75,000; in this case the relevant employee may not be ordered to take part in such improvement of his qualification.

(3) The qualification agreement must contain:

(a) the type of qualification and the form of its upgrading or improvement;

(b) the period for which the employee undertakes to remain in employment with the employer after the acquisition, upgrading or improvement of the qualification;

(c) the type of costs (expenses) and the maximum amount of costs which the employee is obliged to settle to the employer if he does not meet his undertaking (commitment) to remain in employment with the employer.

(4) The qualification agreement must be concluded in writing, otherwise it shall be null and void.

(5) The Government may increase the amount under subsection (2) by its Decree.

Section 235

(1) The period for which a certain employee is to remain in employment with his employer on the basis of their qualification agreement shall not include a period of parental leave within the scope of parental leave of a child's mother (section 196) and absence from work due to imprisonment or custody if the relevant final judgment on the employee's conviction has been passed.

(2) Where an employee only partly fulfils his undertaking (commitment) to remain in employment with his employer (under the qualification agreement), the employee's duty to reimburse (settle) the costs or upgrading or improving his qualification shall be proportionally reduced.

(3) The employee's duty to settle the costs under the qualification agreement shall not arise if:

(a) in the course of upgrading his qualification, the employer stopped to provide him with the funding agreed in the qualification agreement because the employee, through no fault of his own, became long-term unfit for performance of the type of work for which he was upgrading his qualification;

(b) the employee's employment with his employer terminated by notice (of termination) given by the employer, unless it was notice of termination given due to a breach of the employee's duty ensuing from statutory provisions and relating to the type of work carried out in fulfilling working tasks or in direct connection therewith or if the employment was terminated by an agreement due to some reason laid down in section 52(a) to (e);

(c) under the relevant medical certificate (doctor's opinion) issued by the occupational health care establishment or under the ruling of the competent administrative authority (agency)

having reviewed the medical certificate, the employee is unable to carry out the type of work for which he was upgrading his qualification, or if he lost long-term capability to perform his hitherto type of work due to an industrial injury, an occupational disease or due to the threat of an occupational disease or if, under the ruling of the competent public health authority, the exposure at the (employee's) workplace has attained the highest permissible level;

(d) for at least six months in the preceding 12 months the employer did not make use of the qualification which the employee attained on the basis of the qualification agreement.

CHAPTER III

MEALS TAKEN BY EMPLOYEES

Section 236

(1) The employer shall enable employees on all shifts to take meals (food); the employer does not have this duty towards those employees who are on business trips.

(2) Where it has been agreed in the relevant collective agreement or laid down in the internal regulations, the employer will provide meals to employees; the collective agreement or internal regulations may also include the conditions for the right (entitlement) to such meals and the amount of the employer's contribution to cover the costs of those meals, the detailed outline of a circle of employees entitled to take the said meals, the organization of providing and taking meals, including the method of its financing by the employer, provided that these aspects are not regulated for a certain category (circle) of employers by statutory provisions (Note 75). This shall apply without prejudice to statutory provisions on taxation.

(3) Where it has been agreed in the collective agreement or laid down in the internal regulations, meals at advantageous prices may be provided to:

(a) the employer's former employees who worked with the employer until their retirement (due to old-age or disability);

(b) the employees taking their leave;

(c) the employees who are temporarily unfit to work due to ill-health.

CHAPTER IV

SPECIAL WORKING CONDITIONS FOR SOME EMPLOYEES

Division 1

Employment of Persons with Disabilities (Disabled Persons)

Section 237

The duties of employers to employ disabled persons and to create the necessary working conditions for disabled persons are laid down in other statutory provisions (Note 76).

Division 2

Working Conditions for Women (Female Employees)

Section 238

(1) Women (female employees) may not be employed underground on the extraction of minerals or on the driving of tunnels and galleries, with the exception of women who:

(a) work in managerial positions not involving manual work;

(b) work in health care and social services;

(c) are gaining operational practical experience as part of their studies;

(d) perform other than manual work and their work must be occasionally done underground, in particular if they are concerned with supervision or inspection, or if such work is connected with their study activity.

(2) Female employees may not be employed by carrying out those types of work which endanger their motherhood (maternity). The Ministry of Health shall lay down in its Decree the types of work and workplaces prohibited to female employees who are pregnant, breastfeeding or who are mothers until the end of the ninth month after childbirth.

(3) A pregnant female employee, a female employee who is breastfeeding and a female

employee-mother until the end of the ninth month after childbirth may not be employed to carry out those types of work for which they are not fit under the relevant medical certificate.

Division 3

Working Conditions for Female Employees, Employees-Mothers, Employees Taking Care of a Child or Another Person

Section 239

(1) If a pregnant female employee carries out the type of work which pregnant women are prohibited from doing or which, under the medical certificate, puts at hazard her pregnancy, the employer shall transfer her temporarily to alternative suitable work where she can attain the same earnings as in her hitherto type of work. If a pregnant female employee who works at night requests to be transferred to day work, the employer must comply with her request.

(2) The provision of subsection (1) shall similarly apply to a female employee-mother until the end of the ninth month after childbirth and to a female employee who is breastfeeding.

(3) If, through no fault of her own, a female employee earns less doing the type of work to which she has been transferred than in doing her previous work, she shall be provided with a balancing (differential) benefit under other statutory provisions (Note 77).

Section 240

(1) Pregnant employees, female employees and male employees taking care of children of up to the age of eight years may only be instructed to go on a business trip outside the municipality (locality) of their workplace or home address with their consent; the employer may only transfer them to another location (municipality) at their own request.

(2) The provision of subsection (1) shall similarly apply to a single female employee or a single male employee taking care of a child until the child reaches the age of 15 years, and further to an employee who proves that he or she, mostly on his or her own, systematically takes care for a largely or fully bedridden person.

Section 241

(1) In assigning employees to shifts, the employer shall also take into consideration the needs of female employees and male employees taking care of children.

(2) Where a female employee taking care of a child who is under 15 years of age or a pregnant female employee, or an employee who proves that he or she, mostly on his or her own, systematically takes care for a largely or fully bedridden person, requests to work only part-time or requests some other suitable adjustment to her or his weekly working hours, the employer is obliged to comply with such request, unless this is prevented by serious operational reasons.

(3) The employer may not employ pregnant female employees, or female or male employees taking care of a child, who is younger than one year, on overtime work.

Division 4

Breaks for Breastfeeding

Section 242

(1) In addition to usual work breaks, the employer shall grant a female employee who is breastfeeding her child special breaks for breastfeeding.

(2) A female employee who works normal weekly working hours is entitled to two half-hour break per shift for each child until the child reaches the age of one year, and to one half-hour break per shift in the subsequent three months. If a female employee works part-time (but at least half of normal weekly working hours), she is entitled to one half-hour break for each child until the child reaches the age of one year.

(3) Breaks for breastfeeding are included into working hours and compensatory wage or salary in the amount of average earnings is paid for such breaks.

Division 5

Working Conditions for Adolescent Employees

Section 243

Employers shall create favourable conditions for the general development of adolescent (i.e. juvenile) employees' physical and mental (intellectual) abilities also by a special adjustment of their working conditions.

Section 244

Employers may only employ adolescent employees on those types of work which are adequate to their physical and intellectual development and shall devote special attention to their needs at work.

(1) The employer may not require adolescent employees to work overtime or at night. Adolescent employees who are over 16 years of age may exceptionally carry out night work not exceeding one hour where this is necessary for their vocational training and such night work shall be done under the supervision of an employee who is over 18 years of age if this supervision is necessary for the sake of the adolescent employee concerned. Night work of an adolescent employee must immediately follow his daytime work according to the schedule of working shifts.

(2) Where the employer may not assign an adolescent employee to the type of work for which the employee has vocational education due to the fact that performance of such work by adolescent employees is prohibited or due to the fact that under the relevant medical certificate having been issued by the occupational health care establishment such work is hazardous to the adolescent employee concerned, the employer shall assign this employee to alternative suitable work, if possible corresponding to his qualification, until the time when the employee can perform the type of work for which he has vocational education.

Section 246

(1) Adolescent employees may not be employed underground on the extraction of minerals or drilling tunnels or galleries.

(2) Adolescent employees may not be employed on those types of work which are inadequate, hazardous or harmful to their health with a view to their anatomical, physiological and psychic attributes of persons of this age. The Ministry of Health, acting in agreement with the Ministry of Industry and Trade and the Ministry of Education, Youth and Physical Education, shall lay down in a Decree those types of work and workplaces which are prohibited for adolescent employees and the conditions under which adolescent employees may exceptionally perform such types of work for the purposes of their vocational training.

(3) Employers may not employ adolescent employees on those types of work which expose them to an increased risk of injury or on the performance of which they could seriously put at risk the safety and health of fellow employees or other natural persons.

(4) The prohibition of carrying out certain types of work may also be extended by a Decree pursuant to subsection (2) to employees whose age is below 21 years.

(5) The employer shall keep a list of adolescent employees employed by him; the list shall include the full name, date of birth and the type of work performed by each adolescent employee.

Section 247

(1) The employer shall ensure that, at his costs, adolescent employees are examined by a medical doctor of the occupational health care establishment (facility):

(a) before the start of their employment and before their transfer to another type of work;

(b) regularly, as needed, but at least once a year.

(2) Adolescent employees are obliged to undergo the prescribed medical examinations (check-ups).

(3) In assigning working tasks to adolescent employees, the employer shall observe the medical certificate having been issued by the occupational health care establishment.

PART ELEVEN

COMPENSATION FOR DAMAGE (DAMAGES)

CHAPTER I

PREVENTION OF DAMAGE

Section 248

(1) The employer shall create such working conditions for employees so that they can duly perform their working tasks without hazards to health and property; where the employer ascertains defects, he shall take remedial measures for their removal.

(2) For the purpose of property protection, the employer is authorized to carry out checks, within the necessary scope, on things which employees bring to and take away from the premises, or body search of employees. In carrying out a check or body search pursuant to the first sentence, the statutory provisions on the protection of personal rights under section 11 of the Civil Code must be observed. A body search may only be carried out by a natural person of the same sex.

Section 249

(1) An employee shall act in such a way as to prevent harm to health and (damage to) property and unjust enrichment. Where there is a risk of damage, he shall bring it to the attention of a superior employee.

(2) If there is some impendent damage to the employer's property that requires taking immediate steps, the employee is obliged to take them; the employee is not obliged to take such steps if he is prevented from so doing by an important circumstance or if this could expose him or other employees, or his close persons (under section 116 of the Civil Code) to some serious danger

(hazard).

(3) Where an employee ascertains that the working conditions are not as needed for his work performance, he shall communicate this fact to his superior.

CHAPTER II

LIABILITY OF AN EMPLOYEE FOR DAMAGE

Division 1

General Liability

Section 250

(1) An employee is liable to his employer for damage which he causes through his own fault by breaching duties when carrying out his working tasks or in direct connection therewith.

(2) Where damage is also caused by a breach of the employer's duties, the employee's liability shall be proportionally reduced.

(3) The employer shall have to prove that an employee is at fault, with the exception of cases laid down in sections 252 and 255.

Division 2

Liability for Nonperformance of the Duty to Avert Damage

Section 251

(1) The employer may require from an employee, who knowingly did not warn his superior of some imminent damage to the employer's property of did not take steps against some imminent damage although this would have prevented the immediate occurrence of such damage, to settle part of the damage having been caused to the employer, taking thereby regard to the circumstances of the case and provided that such damage cannot be compensated otherwise.

(2) The employee shall not be liable for damage caused by him when he averted either damage impending the employer's property or some hazard (danger) directly impending life or health

provided that he did not bring this situation intentionally about and provided that he proceeded in a way adequate to the circumstances.

Division 3

Liability for a Shortfall in Things of Value Entrusted to an Employee and Liability for Lost Things

Subdivision 1
Liability for a Shortfall in Things of Value Entrusted to an Employee

Section 252

(1) Where an "agreement on liability" („dohoda o odpovědnosti") has been concluded with a certain employee and, under this agreement, the employee is liable for the protection of things of value which have been entrusted to him and are subject to accounting (where these things of value include cash, stamps, goods, materials in stock and other items being the object of turnover or circulation) and which the employee may dispose of for the entire period while he is accountable for them, he shall be liable for any shortfall in such things if the shortfall occurs.

(2) An agreement on liability (material responsibility) may be first concluded with a natural person (an individual) when he or she is 18 years old.

(3) An agreement on liability must be concluded in writing, otherwise it is null and void.

(4) The employee shall be relieved of his liability, fully or partly, if he proves that a certain shortfall has arisen wholly or partly, without his fault, and that in particular due to the employer's negligence he was not able to dispose of the things of value having been entrusted to him.

Section 253

(1) An employee who has concluded an agreement on liability may withdraw from it if he performs some other work or if he is transferred to alternative work or to another workplace or to another place (locality) or if his employer within 15 calendar days of receipt of the employee's written warning fails to remedy defects in the working conditions which prevent the employee from proper management of things entrusted to him. In the case of joint liability, an employee may also withdraw from his agreement on liability if another employee is assigned to the workplace or another managerial employee, or his deputy, is appointed. The employer must be notified of the withdrawal in writing.

(2) An agreement on liability shall expire on the day when the employee's employment (with the employer) terminates or on the day when the employee's withdrawal from the agreement is

served on the employer, unless the notification of withdrawal states a later day.

Section 254

(1) Stocktaking (inventory-taking) shall be carried out on conclusion of an agreement on liability, on its termination, on performance of some other work (by the employee concerned), on transfer of the employee concerned to some alternative work or to another workplace, or on transfer of the employee to another locality or on termination of employment.

(2) Stocktaking shall be carried out at workplaces where joint liability is to be applied on conclusion of agreements on joint liability with all the employees concerned, on termination (expiration) of all such agreements, on performance of some other (alternative) work, on transfer to some alternative work or to another workplace or on transfer of all the jointly liable employees to another locality (municipality) or on a change in the person of the manager or deputy manager in charge or at the request of any of the employees (being jointly liable) due to a change in their team, or on one employee's withdrawal from the agreement on liability.

(3) An employee who bears joint liability and whose employment terminates, or who is starting to perform some other work or is transferred to some alternative work or to another workplace or to another locality, and who does not concurrently ask for stocktaking to be made, shall be jointly liable for any shortfall that is ascertained by the next stocktaking at this workplace. An employee who is starting to work at a workplace where employees bear joint liability and who does not ask for stocktaking to be made at the start of his work at such workplace shall be jointly liable for any shortfall ascertained by the next stocktaking provided that he does not withdraw from the agreement on liability.

Subdivision 2
Liability for Loss of Things Entrusted to an Employee

Section 255

(1) An employee shall be liable for a loss of tools, personal protective aids (equipment) and other similar things which the employer has entrusted to this employee against a written confirmation (receipt).

(2) The things under subsection (1) the value of which exceeds CZK 50,000 may be entrusted to an employee only on the basis of an agreement on liability for the things entrusted to the employee.

(3) An agreement on liability for a loss of things entrusted to a certain employee may be concluded earliest on the day when the individual (natural person) attains the age of 18 years.

(4) An agreement on liability must be concluded in writing, otherwise it shall be null and void.

(5) An employee shall be relieved of his liability, wholly or partly, for things having been entrusted to him if he proves that such a loss has arisen, wholly or partly, without his fault.

(6) The Government may increase by its Decree the amount under subsection (2).

Section 256

(1) An employee who has concluded an agreement on liability for a loss of things having been entrusted to him may withdraw from this agreement if the employer has not created the conditions for the safeguarding of the said things against their loss. The withdrawal from the agreement must be communicated to the employer in writing.

(2) An agreement on liability for a loss of things having been entrusted to a certain employee shall expire on the day when this employee's employment with his employer terminates or on the day when the employee's withdrawal from the agreement has been served on the employer unless the withdrawal indicates a later day.

Division 4

Amount of Damages

Section 257

(1) An employee who is liable for damage under section 250 shall compensate the employer for the actual damage in money unless he compensates the damage by the restoration of the thing (or things) concerned to its (their) original condition (reinstatement).

(2) The amount of damages (i.e. compensation for damage) to be paid by an individual employee, if such damage is a result of his negligence, may not exceed an amount equal to four-and-half times his average monthly earnings before the breach of his duty having resulted in the damage. This limit shall not apply if the damage was caused intentionally, or when the employee was drunk or after the misuse of other addictive substances.

(3) In the case of intentional damage, the employer may require from the employee (having caused it), in addition to the amount pursuant to subsection (2), also compensation for a loss of profit.

(4) Where damage has also been caused by the employer, the employee shall pay a proportional part of damages with regard to the degree of his fault.

(5) Where two or more employees are liable for some damage, each of them shall pay a proportional share of the damages with regard to the degree of their fault.

Section 258

In determining the amount of damages under section 251, the circumstances which hindered performance of the duty and the significance of such damage for the employer shall be taken into account. The amount of damages may not exceed the amount equal to a triple of monthly average earnings of the employee concerned.

Section 259

An employee who is liable for a shortfall in things entrusted to him or for a loss of things entrusted to him shall compensate the shortfall or loss in full amount.

Section 260

(1) In the case of joint liability for a shortfall, individual employees' share of the damages (compensation) shall be determined in the ratio of their gross earnings, with the earnings of their manager and deputy manager being counted in double their amount.

(2) A share of damages (compensation) determined under subsection (1) on the part of individual employees, with the exception of their manager and deputy manager, may not exceed the average monthly earnings before the occurrence of the damage concerned. If the full damage is not covered by thus determined proportional shares, the remainder shall be settled by the competent manager and deputy manager in proportion to their gross earnings.

(3) Where it is ascertained that a shortfall or its part has been caused by one of the employees bearing joint liability, this employee shall settle the shortfall with regard to the degree of his fault. The remaining portion of the shortfall shall be settled by all jointly liable employees and their shares shall be determined in accordance with subsections (1) and (2).

(4) In determining a share of damages (compensation) payable by individual employees jointly liable for a certain shortfall, their gross earnings accounted for since the previous stocktaking until the day of ascertaining such shortfall shall be taken into consideration. For the purposes of this calculation, earnings for the entire calendar month in which the last stocktaking was made shall be taken into account, disregarding the earnings for the calendar months when a certain shortfall was established. If, however, an employee started to work in the workplace where a shortfall was ascertained, his gross earnings shall be calculated only as of the day when he started to work at the said workplace until the day of ascertaining the shortfall. Such gross earnings shall not include compensatory wage or salary.

Joint Provisions on an Employee's Liability for a Shortfall

Section 261

(1) An employee who suffers from mental disorder shall only be liable for damage having been caused by him if he is able to control his conduct and consider the consequences of his conduct.

(2) An employee who through his own fault brings himself to such a condition that he is not able to control his conduct or to consider its consequences shall be liable for the damage having been caused by him in such condition.

(3) An employee who intentionally causes damage by his conduct contra bonos mores (against good morals) shall also be liable for such damage.

Section 262

The amount of damages which are required shall be determined by the employer; where damage was caused by a managerial employee who is the employer's statutory body (i.e. who acts on behalf and in the name of the employer) or by his deputy (either alone or together with a subordinate employee), the amount of damages shall be determined by the person having appointed this managerial employee, or his deputy, to his post (position, office).

Section 263

(1) The employer shall discuss the amount of damages required with the employee concerned and, as a rule, notify him of the amount in writing within one month of the day when it was ascertained that some damage occurred and that the employee was liable for it.

(2) If an employee recognizes his commitment to settle the damages required from him by the employer and concludes an agreement on the method of settlement of such damages with the employer, the agreement shall state the amount of damages required from the employee. The agreement must be concluded in writing, otherwise it shall be null and void.

(3) The amount of damages required by the employer (from a certain employee) and the content of the agreement on their settlement (compensation) shall be consulted by the employer with the trade union organization, unless it concerns damages not exceeding CZK 1,000.

Section 264

The court may proportionally reduce certain damages due to specific causes.

CHAPTER III

LIABILITY OF EMPLOYERS FOR DAMAGE

Division 1

General Liability

Section 265

(1) The employer shall be liable to his employee for damage (harm) having arisen to the employee in performance of working tasks or in direct connection therewith by the employer's breach of statutory duties or intentional conduct against good morals (contra bonos mores).

(2) The employer shall also be liable to an employee for damage (harm) having been caused to this employee by other employees, having breached their statutory duties in performance of working tasks in the name and on behalf of the employer.

(3) The employer shall not be liable to his employee for damage to the employee's means of transport which the employee used in performance of working tasks or in direct connection therewith without the employer's consent. The employer shall similarly not be liable for damage to an employee's tools, equipment and other things needed for work performance if the employee used them without the employer's consent.

Division 2

Liability in Connection with Averting Damage

Section 266

(1) The employer shall be liable for material damage suffered by an employee in averting damage imminent to the employer's property or danger (peril) impending to life or health provided that the employee did not wilfully bring about the danger himself and provided that he acted in a reasonable way with regard to the circumstances. The provision of the first sentence shall also apply to purposefully incurred expenses.

(2) The right to compensation for damage (damages) pursuant to subsection (1) shall also pertain to an employee who averted some danger to life or health where the employer would have been liable for the harm (damage) caused.

Division 3

Liability for Damage to Employees' Things

Section 267

(1) The employer shall be liable to his employee for damage to things which the employee commonly wears or brings to work and which the employee has left within the employer's premises in a place designated for this purpose or in a place where such things or usually left during the time of performance of working tasks or during the time in direct connection therewith.

(2) The entitlement to compensation for damage (damages) shall expire if the employee concerned does not communicate the damage to his employer without undue delay, at the latest within 15 days of the day he learns of the damage.

Division 4

Amount of Damages

Section 268

(1) The employer shall compensate an employee for actual damage. Where it concerns damage having been caused wilfully, the employee may also demand compensation for some other damage (harm).

(2) As regards things which are not commonly taken to work and which have not been passed over to the employer for safekeeping, the employer shall only bear liability for such things of up to CZK 10,000. However, if it is ascertained that the damage to the said things was caused by another employee or if damage occurred to a thing having been taken over by the employer for safekeeping (special custody), the employer shall compensate the said damage in full amount.

(3) The Government may increase by its Decree the amount laid down in subsection (2).

Division 5

Joint Provisions on an Employer's Liability for Damage

Section 269

The employer shall compensate an employee for damage in money (cash) if the damage cannot be made good by restoring the thing to its previous condition.

Section 270

Where the employer proves that damage was also caused by the employee who suffered damage, the employer's liability shall be proportionally reduced.

Section 271

The employer who compensates an aggrieved party (person) for damage suffered by the latter shall be entitled to claim damages from the person who, under the Civil Code, is liable for such damage; the damages shall be claimed within the scope of the liability towards the aggrieved party (person), unless otherwise agreed in advance.

CHAPTER IV

JOINT PROVISIONS ON LIABILITY FOR DAMAGE

Section 272

In determining the amount of damage (harm) to a certain thing, the price of the thing at the time of its damage or loss shall be decisive.

Section 273

(1) “Performance of working tasks” means performance of working duties arising from employment („employment relationship”) and from agreements on work performed outside an

employment relationship, other activity carried out under the employer's order and activity which is the subject-matter (object) of a certain business trip.

(2) Performance of working tasks is also activity carried out for the employer at the initiative of the trade union organization, works council or the representative responsible for industrial safety and health protection at work or at the initiative of other employees or at an employee's own initiative, provided that the employee does need any authorization for carrying out such work and provided that he does not carry out it contrary to the employer's explicit prohibition, and further voluntary assistance organized by the employer.

Section 274

(1) The following acts (activity) shall be considered to be in direct connection with performance of working tasks: acts required for work performance, acts customary in the course of work, acts necessary before the start of work or after its termination, acts which are common during breaks for meals and rest and take place at the employer's site, and further medical check-ups (examinations) at a health care establishment (facility) if these check-ups are carried out on the employer's order or in connection with night work, first aid medical treatment and a journey to and from the relevant health care establishment (facility). However, a journey to and from work, taking meals, other check-ups and medical treatment at a health care establishment (facility) and journeys there and back (unless these are within the employer's site) shall not be regarded as acts which are in direct connection with performance of working tasks.

(2) Training of employees organized by their employer or trade union organization, or by their employer's superior body, aimed at improving the employees' vocational skills (qualifications), shall also be considered as activity being in direct connection with performance of working tasks.

CHAPTER V

FINANCIAL SECURITY IN THE CASE OF INDUSTRIAL INJURIES OR OCCUPATIONAL DISEASES

Section 275

Financial security of an employee in the event of harm to his health by an industrial injury or occupational (industrial) disease is regulated by other statutory provisions.

PART TWELVE

AN EMPLOYEE INFORMATION AND CONSULTATION PROCEDURE, COMPETENCE OF A TRADE UNON ORGANIZATION, A WORKS COUNCIL AND A REPRESENTATIVE CONCERNED WITH OCCUPATIONAL SAFETY AND HEALTH PROTECTION

CHAPTER I

FUNDAMENTAL PROVISIONS

Section 276

(1) Employees employed under section 3 (second sentence) by an undertaking (the term "undertaking" being used in Part Twelve instead of "employer") have the right to information and consultation. The undertaking shall inform employees and consult with them directly, unless at the undertaking there is a trade union organization, a works council (i.e. employees' council) or unless there are one or more representatives concerned with occupational safety and health protection at work (referred to collectively as "employees' representatives"; in Czech "zástupci zaměstnanců").

(2) Employees' representatives, when carrying out their functions, may not be placed at a disadvantage or an advantage with regard to their rights, or discriminated against.

(3) "Confidential information" („důvěrná informace") means such information the provision of which (to an unauthorized person) may put at risk or harm the undertaking's activity. Confidential information is not the information which the undertaking is obliged to provide, consult or publicize under this Code or under other statutory provisions. The undertaking is not obliged to provide or consult the information concerning facts protected under other statutory provisions (Note 78). Members of the competent trade union organization, the works council or the representative(s) concerned with occupational safety and health protection are obliged to withhold any information and facts having been provided to them in confidence in connection with performance of their function (office) if a breach of their obligation (duty) of confidentiality might result in disclosure of confidential facts or infringement of legitimate interests of the undertaking or employees. This obligation of maintaining confidentiality shall also last for a period of one year after expiry of their terms of office (function), unless another Act provides for otherwise.

(4) The provisions of subsection (3) shall further apply to experts invited by the employees' representatives to assist them.

(5) The employees' representatives shall communicate to employees at all workplaces in an appropriate manner the results of their activities and the content and conclusions of both the information from, and consultation with, the undertaking (i.e. the employer).

(6) The undertaking (i.e. the employer) shall enable employees to hold an election of employees' representatives. Such election shall take place within the working hours. Where the operational reasons at the undertaking do not enable the holding of an election at the undertaking's site, it may take outside the undertaking's premises.

Section 277

The undertaking shall create, at own costs, the conditions which will enable the employees' representatives the proper exercise of their function (office), in particular by providing them, within the operational possibilities and within an appropriate scope, with rooms having necessary furnishings and equipment and by covering both the costs relating to their maintenance and technical operation and by covering the expenses for the required documentation.

CHAPTER II

INFORMATION AND CONSULATION

Section 278

(1) In order to ensure the right to information and consultation, employees who are employed by an undertaking where there is no trade union organization may elect a works council or a representative (or representatives) concerned with occupational safety and health protection under section 281.

(2) "Information" („informování") means transmission of necessary data from which the state (condition) of the communicated fact can be explicitly ascertained and, if relevant, an opinion (view) on such fact can be formed. The undertaking (i.e. the employer) shall provide this information sufficiently in advance and in a suitable manner so that employees could consider it and prepare themselves to consult it and express their position (opinion, standpoint) before a certain measure is implemented.

(3) "Consultation" („projednání") means the negotiation between the undertaking (the employer) and the employees, the exchange of views and explanations with an objective of reaching an agreement. The undertaking shall arrange for a consultation to take place sufficiently in advance and in an appropriate manner so that the employees could express their views on the basis of the

information supplied and these views could be taken into account before a certain measure is implemented by the undertaking. In consultation, the employees have the right to be provided with a reasoned answer (reply) to their views.

(4) Before implementation of a certain measure, the employees are entitled to demand sufficient information and explanation(s). The employees have also the right to demand personal negotiations at an appropriate management level, depending on the nature of the matter. The undertaking (i.e. the employer), the employees and the employees' representatives are obliged to co-operate and to proceed in line with their justified interests.

Section 279
Information

(1) The undertaking (i.e. the employer) shall inform employees of:

(a) the undertaking's economic and financial situation and probable development;

(b) the undertaking's activities, their probable development and their impact on the environment, and ecological measures related thereto;

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

(d) fundamental issues of working conditions and their changes;

(e) matters within the scope laid down in section 280;

(f) measures by which the undertaking safeguards equal treatment of male and female employees and prevention of discrimination;

(g) an offer of vacancies for an indefinite period (open-end employment) which would be suitable for employee currently employed (by the undertaking) for a fixed term;

(h) occupational safety and health protection at work in the scope laid down in sections 101 to 106(1) and 108 and in another Act (Note 37);

(i) the issues in the scope laid down either by an agreement on the establishment of a European Works Council or on the basis of some other agreed procedure for transnational information and consultation of employees or in the scope pursuant to section 294.

(2) The duties under subsection (1)(a) and (b) shall not apply to undertakings employing less than 10 employees.

(3) The user [section 2(5)] shall also inform temporarily assigned employees (of an employment agency) of the offer of vacancies.

Section 280
Consultation

(1) The undertaking shall consult employees on:

(a) probable economic development of the undertaking;

(b) envisaged structural changes within the undertaking, rationalization or organizational measures, any measures having impact on employment, in particular measures in connection with collective redundancies under section 62;

(c) the latest number and structure of employees, envisaged employment development in the undertaking, fundamental issues of working conditions and their changes;

(d) transfer(s) under sections 338 to 342;

(e) occupational safety and health protection within the scope laid down in sections 101 to 106(1) and 108 and in another Act (Note 37);

(f) the issues in the scope determined either by an agreement on the establishment of a European Works Council or on the basis of some other transnational information and consultation procedure or in the scope pursuant to section 294.

(2) The duties under subsection (1)(a) to (c) shall not apply to an undertaking employing less than 10 employees.

CHAPTER III

WORKS COUNCIL AND REPRESENTATIVES CONCERNED WITH OCCUPATIONAL SAFETY AND HEALTH PROTECTION

Section 281

(1) A work council and a representative concerned with occupational safety and health protection can be elected at an undertaking if there is no trade union organization in operation. Such works council shall have a minimum of three members and a maximum of 15 members. The number of members must always be odd. A total number of representatives concerned with occupational safety and health protection at work shall depend on the number of employees at the undertaking and a risk factor of the types of work performed; one representative may be appointed per no more than 10 employees. The number of a certain works council and representatives concerned with occupational safety and health protection shall be determined by the undertaking after consulting the election committee, established under section 283 (2).

(2) A term of office of a works council and a representative concerned with occupational safety and health protection shall be three years.

(3) For the purposes of electing a works council or representatives concerned with occupational safety and health protection, the number of employees employed by the undertaking (in employment relationship) at the day of making a written proposal to hold the election shall be decisive.

(4) The works council shall elect a chairman from among its members at the first meeting and shall inform both the undertaking (i.e. employer) and employees of his name.

(5) Where rights and duties (obligations) derived from labour relations are transferred from the transferor (one undertaking) to the transferee (another undertaking) and employees' representatives carry out their activities in both the transferor's undertaking and the transferee's undertaking, the duties under sections 279 and 280 towards all employees' representatives shall be fulfilled by the transferee unless agreed otherwise. The employees' representatives shall exercise their functions until the day when their terms of office terminate (expire). Where before the expiry of the terms of office, the number of members in one of the works councils drops below three, its function shall be taken over by the other works council.

Section 282

(1) A works council and office (function) of a representative concerned with occupational safety and health protection at work shall terminate on the day:

(a) of expiry of their term of office unless this Code further provides for otherwise;

(b) when the number of members of the works council has dropped below three;

(c) on conclusion of the relevant plant (collective) agreement.

(2) If a trade union organization has been set up and started its activity at an undertaking where there is a works council or a representative concerned with occupational safety and health protection at work, the undertaking shall fulfil the duties towards all the employees' representatives until the time of conclusion of a plant (collective) agreement, unless the parties agree between themselves and with the undertaking (employer) on another manner of co-operation.

(3) In the cases referred to in subsection (1), the works council or the representative concerned with occupational safety and health protection at work shall pass all documents relating to the exercise of their office (function) to the undertaking (employer) to keep these documents for a period of five years after termination of the works council or the office of the representative concerned with occupational safety and health protection.

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

(a) of resignation (i.e. on the day of giving up one's office);

(b) of termination of employment with the undertaking (employer);

(c) of suspension from such office.

Section 283

(1) The election shall be announced by the undertaking (employer) on the basis of a written proposal signed by at least one-third of the employees, who are in an employment relationship with the undertaking, within three months of delivery (service) of the proposal.

(2) The election shall be organized by an election committee, composed of no less than three and no more than nine of the undertaking's employees. The number of members of the election committee shall be determined by the undertaking, taking into account the number of employees and the internal organizational structure. The members of the election committee shall be employees in the order in which they signed the written proposal for the election of a works council. The undertaking shall inform the employees of the composition of the election committee. The undertaking shall provide the election committee with the necessary information and documents for the purpose of holding the election, in particular a list of all employees in an employment relationship.

(3) The election committee:

(a) acting in agreement with the undertaking (employer), shall determine and announce the election date at least one month before the election and the final date by which nominations can

be made (i.e. by which candidates can be proposed);

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

(c) shall compile a list of candidates (nominees) based on the nominations made by the employees who are in an employment relationship with the undertaking;

(d) shall make known the list of candidates well in advance of holding the election;

(e) shall organize and oversee the election;

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

(g) shall count the votes and draw up a written report on the election results in two copies; one copy shall be handed to the elected works council, or the elected representative concerned with occupational safety and health protection, one copy shall be given to the undertaking (employer);

(h) shall inform the undertaking (employer) and all the employees of the election results.

(4) The election shall be by equal and direct secret ballot. Voting may only be done in person. The election shall be valid if at least one half of the employees, out of those who could participate in the voting, take part in the election (disregarding those employees who could not participate in the voting due to some obstacle at work or due to a business trip). Each voter may vote at the utmost for so many candidates as is the number of seats on the works council; each voter may cast only one vote for one candidate. If a voter does not comply with these rules, his voting shall be null and void.

(5) All the employees employed by the undertaking (i.e. in an employment relationship) shall be eligible to vote and be elected.

Section 284

(1) Every employee employed by the undertaking (in an employment relationship with the undertaking) may nominate candidates. Such nominations must be presented to the election committee in writing, accompanied by the nominee's written consent to the nomination, latest by the date determined by the election committee.

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

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

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

(3) Those candidates who obtain the highest number of valid votes are elected as members of the

works council or as representatives concerned with occupational safety and health protection, the number of such members of the said representatives having been determined beforehand. The candidates placed lower (i.e. with fewer votes) shall become substitutes for these functions; they shall become members of the works council or representatives concerned with occupational safety and health protection when there is a vacancy succeeding to such function (office) in the order of the number of votes obtained in the election. If there are two or more candidates having obtained an equal number of votes, the election committee shall determine the successful substitute by drawing lots.

(4) A written report on the election results shall be kept by the undertaking for a period of five years after such election.

(5) The provisions of subsections (1) to (4) and section 283 shall apply as appropriate to the suspension of a member of the works council or the representative concerned with occupational safety or health protection.

Section 285

(1) Every employee employed by the undertaking (i.e. every employee in an employment relationship) and the undertaking (employer) may submit to the election committee a written complaint concerning errors and irregularities in the list of candidates (nominees) and propose a correction, however latest three days before the scheduled election day. The election committee shall decide on the complaint and notify the complainant in writing of its decision latest on the day which precedes the election day. The decision of the election committee is final and is exempt from judicial review.

(2) Every employee employed by the undertaking (i.e. every employee in an employment relationship) and the undertaking may file a petition with the court for the nullification of the election results, seeking thus the court's protection pursuant to another Act (Note 79) if there is a reason to believe that the law was breached and such breach might have substantially affected the election results. This written petition must be filed within eight days of the announcement of the election results.

(3) Where the court rules that the election results are null and void, there shall be a repeat election within three months of the day when the court's ruling takes legal force. Members of the election committee for such repeat election shall be employees under section 283(2), excluding those employees having been members of the (previous) election committee or candidates.

CHAPTER IV

ACTIVITY OF TRADE UNION ORGANIZATIONS IN LABOUR RELATIONS (NEGOTIATIONS, INFORMATION, CONSULATION)

Section 286

(1) Where two or more trade union organizations exercise their activities within one undertaking in those cases which concern all the employees or a large number of employees and in which this Code or other statutory provisions require information, consultation, the expression of consent by, or agreement with, the (competent) trade union organization, the undertaking (employer) shall fulfil the duties in relation to all the trade union organizations (exercising their activities within the undertaking) unless the parties determine some other information and consultation procedure or another manner of expression of consent.

(2) Where two or more trade union organizations exercise their activities within one undertaking, such trade union organization, of which a certain employee is a member, shall act on his behalf in labour (industrial) relations. As regards an employee who is not a member of any trade union organization, the trade union organization with the largest number of members who are employed by (i.e. are in an employment relationship with) the undertaking shall act on behalf of this employee in labour relations, unless the employee decides otherwise.

Section 287

(1) The undertaking (employer) shall inform the trade union organization of:

(a) development in wages or salaries, the average wage or salary and its individual constituents (elements), including breakdown according to individual occupational categories unless it is agreed otherwise;

(b) the matters laid down in section 279.

(2) The undertaking shall consult the trade union organization on:

(a) the undertaking's economic situation;

(b) workload and work pace (section 300);

(c) changes in work organization;

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

(e) the system of employee training and vocational training (education);

(f) the measures to create conditions for the employment of persons, in particular adolescents (i.e. juveniles), persons taking care of a child under 15 years of age, and disabled persons, and including substantial issues relating to the care of employees, measures aimed at improving occupational hygiene and the working environment, and measures concerning social, cultural and physical training needs of employees;

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

(h) matters laid down in section 280.

CHAPTER V

ACCESS TO TRANSNATIONAL INFORMATION

Section 288

(1) The right of employees of European Union-scale (hereafter "EU-scale") undertakings (i.e. employers) to transnational information and consultation shall be implemented by an agreed transnational information and consultation procedure or through their European Works Councils. A European Works Council will be set up on the basis of an agreement between a special negotiating body representing employees (of an EU-scale undertaking or an EU-scale group of undertakings) and the relevant central management (of such EU-scale undertaking or EU-scale group of undertakings) or under section 296. An EU-scale undertaking shall create, at own costs, the conditions for the establishment and proper activity of a special negotiating body, a European Works Council or for some other agreed transnational information and consultation procedure and cover the costs of organizing meetings, interpreting, travel and accommodation of members (of such special negotiating body or the European Works Council) relating to their proper activity and expenses per one expert, unless the settlement of other costs (expenses) is agreed with the central management.

(2) The duty to provide transnational (i.e. supranational) information and consultation under this Code shall apply to:

(a) an EU-scale undertaking or an EU-scale group of undertakings with its seat in the Czech Republic;

(b) establishments (Note 80) of an EU-scale undertaking located in the Czech Republic;

(c) representation of an EU-scale undertaking or an EU-scale group of undertakings under section 289(2) if such representatives have their seat in the Czech Republic, unless this Code provides for further otherwise.

(3) For the purposes of this Code, “Member State” means a Member State of the European Union.

(4) For the purposes of this Code, “EU-scale undertaking” („zaměstnavatel s působností na území členských států Evropské unie”) means any undertaking with at least 1,000 employees within the Member States and at least 150 employees in each of at least two Member States.

(5) For the purposes of this Code, “EU-scale group of undertakings” („skupina zaměstnavatelů s působnosti na území členských států Evropské unie”) means two or more undertakings subject to one controlling undertaking with the following characteristics:

(a) at least 1,000 employees within the Member States,

(b) at least two group undertakings in different Member States, and

(c) at least one group undertaking with at least 150 employees in one Member State and at least one other undertaking with at least 150 employees in another Member State.

Section 289

(1) For the purposes of this Code, “controlling undertaking” („řídící zaměstnavatel”) means an undertaking which can exercise a dominant influence (control) over another undertaking or other undertakings within one group („controlled undertaking”; in Czech “řízený zaměstnavatel”). The determination whether an undertaking is a controlling undertaking shall be made in accordance with such Member State's statutory provisions (governing law) under which the relevant EU-scale undertaking has been established. Where an EU-scale undertaking has not been established under the statutory provisions (law) of any Member State, the statutory provisions of the Member State within which the undertaking has its seat or within which a representative of such undertaking is located shall be decisive for determining whether it is a controlling undertaking; in the event that such representative has not been appointed, the determination whether an undertaking is a controlling undertaking shall be made under the statutory provisions (law) of the Member State within which there is the seat or central management of the undertaking employing most employees. A controlling undertaking shall also be an undertaking which in relation to another undertaking directly or indirectly:

(a) can appoint more than half of the members of that undertaking's administrative, management or supervisory body (board),

(b) controls a majority of the shareholders' votes concerning that undertaking,

(c) hold a majority of that undertaking's registered capital (i.e. share capital),

unless it is proved that another undertaking, within such group of undertakings, has a more dominant influence. Where within a group of undertakings there are two (or more) undertakings meeting the said characteristics, a controlling undertaking shall be determined in accordance with the criteria in the order given in the second sentence. For this purpose, a controlling undertaking's

rights as regards voting and appointment shall include the rights of any other controlled undertaking and those of any person or body acting in his or its own name but on behalf of the controlling undertaking or any undertaking controlled by the former. However, an undertaking shall not be deemed to be a "controlling undertaking" with respect to another undertaking in which it has holdings under Article 3(5)(a) to (c) of Council Regulation (EC) No. 139/2004 of 20 January 2004 on the control of concentrations between undertakings („EC Regulation on the control of concentrations"). This provision shall not apply to legal relations having arisen in the event of bankruptcy and composition proceedings (Note 81).

(2) For the purposes of this Code, "central management" („ústředí") means an EU-scale undertaking or the controlling undertaking within an EU-scale group of undertakings. Where such central management is not in a Member State, a representative appointed by the relevant central management shall be regarded as "central management " for the purposes of this Code. If this representative has not been appointed, the EU-scale undertaking employing the highest number of employees in one Member State (in comparison with the number of employees in other Member States) shall be regarded as "central management".

(3) The provisions on information and consultation shall only apply to undertakings with their seat or location of their establishment in a Member State, unless a wider scope is agreed.

(4) For these purposes, the size of the workforce shall be based on the average number of employees employed during the two years preceding submission of a request (proposal) or preceding the start of negotiations by the central management under section 290(2). The central management shall provide employees or their representatives with the information on a total number of employees and their (occupational) structure (composition) for the purpose of ascertaining whether a European Works Council may be set up or whether some other procedure for transnational information and consultation should be selected. Employees or their representatives can ask their undertaking (employer) for such information, and the undertaking is obliged to obtain this information from the central management.

(5) The provisions of section 276(2), (3) and (4) shall apply to members of a special negotiating body, a European Works Council or employees' representatives (in conformity with another agreed procedure) as well as to the undertakings concerned, unless an agreement on a certain European Works Council or an agreement on some other transnational information and consultation procedure or the statutory regulation which applies in the Member State where the central management is seated lays down more advantageous terms (conditions).

Section 290

(1) "Special negotiating body" („vyjednávací výbor") means the body which is set up to negotiate with the central management regarding the establishment of a European Works Council or another transnational information and consultation procedure.

(2) Negotiations concerning the setting-up of a special negotiating body shall be started by the central management, either on its own initiative or at the written request of at least 100 employees, or their representatives, from at least two undertakings located in at least two different Member States.

(3) A special negotiating body shall have a minimum of three and a maximum of 18 members; the number of 18 members may only be exceeded for the purpose so that every Member State in which a certain EU-scale undertaking is located or in which it has its establishment is represented by one member. Members of such special negotiating body shall be employees of an EU-scale undertaking or an EU-scale group of undertakings from EU Member States. Employees of an EU-scale undertaking or an EU-scale group of undertakings from every Member State where such undertaking or group is seated (located) or where it has an establishment shall be represented by one member. A further (i.e. supplementary) member shall represent employees of the said undertaking or group from every Member state where they constitute at least 25% of such undertaking's or group's total workforce, and two supplementary members shall represent employees from every Member State where employees constitute at least 50% of the undertaking's or group's total workforce, whereas three supplementary members shall represent employees from a Member State where employees constitute at least 75% of the undertaking's or group's total workforce. Where the central management is seated in another Member State, the statutory provisions of such Member State shall apply to representation by supplementary members.

(4) Members of a special negotiating body to act on behalf of employees employed in the Czech Republic shall be appointed by employees' representatives at their joint meeting. Where no employees' representatives have been appointed or where they fail to carry out their functions, the employees will elect their representative to take part, on their behalf, in the said joint meeting. The number of votes which each representative at such joint meeting will hold shall be allocated in proportion to the number of employees represented by an individual representative. Where two or more trade union organizations operate within an undertaking, the provision of section 286(2) shall apply as appropriate. Where, for a temporary period, one trade union organization and the works council perform their activities within one undertaking, members of the special negotiating body shall be appointed by the trade union organization. Where it is not necessary to hold a joint meeting, a similar procedure shall apply to the appointment or election of a member of the special negotiating body.

(5) The provisions of subsection (4) shall also apply if only an establishment of an EU-scale undertaking is located in the Czech Republic.

Section 291

(1) A special negotiating body shall arrange for the information on its members (appointed or elected) to be served on the undertaking and central management concerned. The central management shall convene a constituent meeting of the special negotiating body forthwith after it receives the said information. The special negotiating body shall elect its chairman at the constituent meeting. The special negotiating body shall have the right to meet separately before negotiations with the central management. Where necessary, the special negotiating body may invite experts to its negotiations.

(2) Unless it is further provided for otherwise, the special negotiating body takes decisions (i.e. adopts resolutions) by a majority of votes of all its members.

(3) Negotiations between the central management and the relevant special negotiating body,

European Works Council or another body concerned with some other transnational information and consultation procedure must be conducted in a spirit of co-operation with a view to reaching an agreement.

(4) The venue and dates of joint negotiations shall be agreed between the special negotiating body and the central management. The central management shall advise the undertaking concerned of the venue and date of joint negotiations. The costs of the special negotiating body's activity shall be borne by the undertaking (i.e. employer).

Section 292

The special negotiating body may decide, by at least two-thirds of the votes of its members, not to open negotiations or to terminate the negotiations already opened. The minutes thereof (i.e. official record thereof) shall be drawn up and signed by all members of the special negotiating body. A copy of this record shall be sent to the central management, and the latter shall inform both the undertakings concerned and their employees, or their representatives, of the decision. A new request under section 290(2) may be made at the earliest two years after the abovementioned decision unless the central management and the special negotiating body lay down a shorter period.

Section 293

(1) The central management and the special negotiating body may agree to establish a European Works Council or may decide to set up some other transnational information and consultation procedure. They shall not be thereby bound by the provisions of sections 296 to 298.

(2) A European Works Council may be enlarged by including employees' representatives from countries which are not the EU Member States if this is agreed by the central management and the special negotiating body.

Section 294
European Works Council Established by Agreement

An agreement to establish a European Works Council must be in writing and determine in particular the following:

(a) the undertakings (and establishments) covered by the agreement;

(b) the manner of establishing the European Works Council and its composition, the number of members and their substitutes (alternate members) and the term of office;

(c) the venue, frequency and duration of meetings of the European Works Council;

(d) the tasks, powers and obligations (duties) of the European Works Council, the central management and the undertakings with regard to the exercise of the employees' right to information and consultation;

(e) the method of convening meetings;

(f) the method of financing the costs for the activity of the European Works Council;

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

(h) the duration of the agreement of the European Works Council and the procedure for amending it, including its transitory provisions.

Section 295
Agreement on Another Transnational Information and Consultation Procedure

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

(a) the subject-matter of information and consultation, especially of transnational nature which concern significant interests of employees;

(b) the method of ensuring the right of the employees' representatives to meet and jointly discuss the information conveyed to them by the central management and thereto relating arrangements;

(c) the method of holding consultations with the central management or with the management at an appropriate level and thereto relating arrangements.

European Works Council Established under this Code
Section 296

(1) A European Works Council shall be established under this Code where:

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

(b) the central management refuses to commence negotiations within six months of submitting the employees' request under section 290(2) to establish a European Works Council or some other transnational information and consultation procedure; or

(c) within three years of submitting the request under section 290(2) the central management and the special negotiating body have not reached an agreement on any relevant procedure and the special negotiating body has not taken the decision to terminate the negotiations under section 292.

(2) Members of the European Works Council shall be appointed from among employees by employees' representatives at their joint meeting. If employees' representatives have not been

appointed, or if they fail to carry out their activities, at some undertaking, the employees of such undertaking shall elect a representative to take part, on their behalf, in the joint meeting. Where there are two or more employees' representatives within one undertaking, the employees shall elect a joint representative to take part, on their behalf, in the joint meeting. The allocation of votes at the joint meeting shall be made in proportion to the number of employees represented.

(3) A European Works Council shall have a minimum of three members and a maximum of 30 members. Employees of an undertaking from each Member State shall be represented by one member. Should an EU-scale undertaking or an EU-group of undertakings have less than 10,000 employees in the Member States (in total), then employees of such undertaking or group from each Member State where they form at least 20% of the undertaking's or group's workforce in the EU shall be represented by a supplementary member. Employees of an EU-scale undertaking or an EU-scale group from each Member State where they form at least 30% of the undertaking's or group's workforce in the EU, shall be represented by two supplementary members, and employees from each Member State where they constitute at least 40% of such workforce shall be represented by three supplementary members, whereas employees from a Member State where they form at least 50% of the said workforce shall be represented by four supplementary members. Employees from a Member State where they constitute at least 60% of their undertaking's or group's workforce in the EU shall be represented by five supplementary members, whereas employees from a Member State where they form at least 70% of their undertaking's or group's workforce in the EU shall be represented by six supplementary members, and employees from a Member State where they form at least 80% of their undertaking's or group's workforce in the EU shall be represented by seven supplementary members. Where the central management is seated in another Member State, the statutory provisions of such Member State shall govern the representation by supplementary members.

(4) Should an EU-scale undertaking or an EU-scale group of undertakings have at least 10,000 employees (workforce) in the EU, then employees of such undertaking or group from each Member State where they form at least 20% of the undertaking's or group's workforce in the EU shall be represented by one supplementary member. An EU-scale undertaking's or group's employees from each Member State where they form at least 30% of the undertaking's or group's workforce in the EU shall be represented by three supplementary members and employees from a Member state where they form at least 40% of the undertaking's or group's workforce in the EU shall be represented by five supplementary members, whereas employees from a Member State where they form at least 50% of the said workforce shall be represented by seven supplementary members. An EU-scale undertaking's or and EU-scale group's employees from a Member State where they form at least 60% of the undertaking's or group's workforce in the EU shall be represented by nine supplementary members, and employees from a Member State where they constitute at least 70% of the undertaking's or group's workforce in the EU shall be represented by 11 supplementary members, and employees from a Member State where they form at least 80% of the undertaking's or group's workforce in the EU shall be represented by 13 supplementary members. If the central management is seated in another Member State, the statutory provisions (law) of such Member State shall govern the representation by supplementary members.

Section 297

(1) Members of a European Works Council shall be appointed from the undertaking's or group's employees in the Czech Republic at a joint meeting of the employees' representatives. Where no employees' representatives have been appointed or fail to carry out their functions at some undertaking, the employees shall elect their representative to take part, on their behalf, in a joint meeting. The allocation of votes at a joint meeting is made in proportion to the number of employees represented. Where two or more trade union organizations operate within one undertaking, section 286(2) shall apply as appropriate. Where, for a temporary period, there are both the trade union organization and the works council operating within one undertaking, members of the special negotiating body shall be appointed by the trade union organization. Where it is not necessary to hold a joint meeting, it shall proceeded as in the case of appointing or electing a member of a European Works Council.

(2) The provisions of subsection (1) shall also apply in the case where only an EU-scale undertaking's establishment is located in the Czech Republic.

(3) A European Works Council shall communicate the names of its members and their addresses forthwith to the central management which shall pass on this information to the undertakings and the employees' representatives, or to the employees.

(4) The term of office of a European Works Council shall be four years. After the expiry of four years from the constituent meeting, the European Works Council shall vote whether to negotiate with the central management under sections 290 and 291 or whether to establish another (successor) European Works Council pursuant to this section. The decision shall be adopted by a two-thirds majority of all members. Sections 290 and 291 shall apply to negotiations with the central management.

(5) At least once every calendar year the central management shall consult, on the basis of a report which it has prepared, the European Works Council on:

(a) the organizational structure of the undertaking 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) the closure (winding-up) or dissolution of the undertaking, any transfer of the undertaking or part of its business, the reasons (grounds), substantial implications for, and measures relating to, employees;

(e) collective redundancies, the reasons, the number and categories of employees to be made redundant, the criteria for selecting employees with whom an employment relationship is to be terminated, and payments which will pertain to employees made redundant, in addition to those payment arising form the statutory provisions.

The central management shall send the said report to the undertaking(s) and/or establishment(s) concerned.

(6) Where extraordinary circumstances arise and these circumstances have a substantial influence on the employees' interests, the central management shall forthwith inform the European Works Council and, at its request, to consult it on necessary measures. Where a select committee under section 298(2) has been appointed, the central management may consult this committee on such necessary measures. However, those members of the European Works Council having been elected or appointed by employees from the undertaking to be affected by the said measures must be given an opportunity to take part in the consultation (negotiation). "Extraordinary circumstances" („výjimečné okolnosti") shall mean in particular:

(a) closure (winding-up), dissolution or transfer of an undertaking or its part;

(b) collective redundancies (section 62).

(7) The central management shall inform, in writing, the European Works Council of the matters under subsections (4) and (5) and consult it on the said matters if they affect at least two undertakings or establishments located in two different Member States; the competence of any European Works Council is restricted to matters only within Member States.

Final Provisions on European Works Councils
Section 298

(1) The competent central management shall fortwith convene a meeting of a European Works Council. The members of the European Works Council shall elect at their meeting a chairman and a deputy chairman.

(2) The chairman, and in his absence his deputy, shall represent the European Works Council concerned in its outside conduct and manage its ordinary activities. Where it is considered necessary, a European Works Council will appoint a three-member select committee, comprising the chairman and two other members. The members of the select committee must be at least from two different Member States. The select committee shall then manage ordinary activities of the European Works Council concerned.

(3) A European Works Council has the right to meet without the presence of the competent managerial staff to discuss the information conveyed to it by the central management. The venue and the date of such meeting shall be agreed with the central management. The deliberations of a European Works Council shall not be open to the public. Any European Works Council may invite experts to its meeting if it is necessary for performance of its tasks. It can also invite managerial employees to provide supplementary information and explanations.

(4) Unless further provided for otherwise, a European Works Council may take decisions if more than one half of its members are present; decisions are adopted by a simple majority of those members attending the meeting.

(5) A European Works Council may lay down its procedural rules which must be in writing and approved by a majority of all members (of the European Works Council concerned).

Section 299

The provisions of sections 288 to 298 shall not apply to a Societas Europaea, unless another Act (Note 82) provides for otherwise.

PART THIRTEEN

JOINT PROVISIONS

CHAPTER I

WORKLOAD AND PACE OF WORK

Section 300

(1) In setting a certain quantity of work to be done (workload) and pace of work, the employer (undertaking) shall take into account an employee's physiological and neuropsychic capabilities, the statutory provisions and regulations on occupational safety and health as well as time for natural needs, meals (food) and rest. The workload (work load) and pace of work may also be determined by a work consumption norm.

(2) The employer shall ensure that the conditions under subsection (1) are created or a work consumption norm is set before the start of work (job).

(3) The workload (i.e. the quantity of work to be done) and pace of work, or the introduction of, or a change in, a certain work consumption norm, shall be set by the employer after consultation with the trade union organization, unless covered by the collective agreement.

CHAPTER II

FUNDAMENTAL DUTIES OF EMPLOYEES AND MANAGERIAL EMPLOYEES ARISING FROM AN EMPLOYMENT RELATIONSHIP OR AGREEMENTS ON WORK PERFORMED OUTSIDE AN EMPLOYMENT RELATIONSHIP, SPECIAL DUTIES OF SOME EMPLOYEES AND PERFORMANCE OF OTHER GAINFUL ACTIVITY

Section 301

Employees are obliged:

(a) to work properly in accordance with their strength, knowledge and capabilities, fulfil their superior's instructions (orders) given in compliance with the statutory provisions and co-operate with other employees;

(b) to make full use of their working hours (working time) and capital equipment (means of production) for performance of the work assigned to them, to fulfil their working tasks properly and timely;

(c) to observe the statutory provisions relating to the type of work carried out by them; to observe other regulations relating to the type of work performed by them provided that they have been duly acquainted therewith;

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

Section 302

Managerial employees are further obliged:

(a) to manage and supervise the work of their subordinate employees and assess their work efficiency and work results;

(b) to organize the work as well as possible;

(c) to create favourable working conditions and safeguard occupational safety and health;

(d) to ensure the remuneration of employees in accordance with this Code;

(e) to create the conditions for upgrading the employees' vocational level;

(f) to make arrangements for the adoption of measures aimed at protecting the employer's property.

Section 303

(1) The duties laid down in subsection (2) shall apply to:

(a) employees of administrative authorities (government agencies);

(b) employees of:

1. the Police of the Czech Republic,
2. the Armed Forces of the Czech Republic (Note 83),
3. the Security Intelligence Agency,
4. the Office (Agency) for International Contacts and Information;
5. the Prison Service of the Czech Republic,
6. the Probation and Mediation Service
7. the Office of the President of the Czech Republic,
8. the Office of the Chamber of Deputies (the Office of the Czech Parliament's lower house),
9. the Office of the Senate (the Office of the Czech Parliament's upper house),
10. the Office of the Ombudsman,
11. the Office for the Czech Republic's Representation in Property Matters,
12. the Czech Administration of Social Security and district administrations of social security,
13. the Supreme Auditing (Inspection) Office,
14. the Personal Data Protection Office,
15. the protected landscape areas and national nature reserves;

(c) employees of courts and offices of public prosecutors (prosecuting attorneys);

(d) employees of:

1. the Czech National Bank,
2. state funds;

(e) employees of self-governing local area entities (units) working in:

1. a local (community, village) authority,
2. a municipal authority,
3. the metropolitan authority of a chartered town or a chartered city (subdivided into administrative districts or boroughs), the authority of a municipal district or borough (into which a chartered city is subdivided),
4. a regional area authority,
5. the Metropolitan Authority of the Capital of Prague and the authority of a municipal administrative district (borough) within Prague,

with the exception of officials (public servants) of self-governing local area entities under another Act (Note 84);

(f) employees of self-governing local area entities if they work in the municipal (local) police;

(g) employees of schools established by the Ministry of the Interior (Note 85) and employees of the Police Academy of the Czech Republic (Note 86).

(2) Employees referred to in subsection (1) are further obliged:

(a) to act and make decisions impartially and in performance of their wort to refrain from conduct which might put at risk confidence (trust) in the impartiality of their decision-making;

(b) to maintain confidentiality concerning facts of which they learn in performance of their job and which, in the employer's interest, may not be disclosed to other persons (parties); this shall not apply if the statutory organ (body) or a managerial employee authorized by the former has released the employees concerned from the said duty, unless another Act provides for otherwise;

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

(d) to refrain from any activity which might give rise to a conflict of public interests and their personal interests, in particular not to misuse the information acquired in connection with their work performance for their own or another person's (party's) benefit.

(3) The employees referred to in subsection (1) may not be members of the management or supervisory organs (bodies) of legal entities engaged in business (entrepreneurial) activity; this

shall not apply if such employees are appointed to such organs (bodies) by the employer by whom they are employed and if in connection with their membership (in any such body) they do not receive any remuneration from the legal entity engaged in business activity.

(4) The employees referred to in section (1) may engage in business activity (Note 87) only with a prior written consent of their employer.

(5) The restriction laid down in subsection (4) shall not apply to scientific, pedagogical (teaching), publicist, literary or artistic activity and/or the management of own property.

(6) The provisions of subsections (1) to (5) shall apply, unless another Act (Note 88) provides for otherwise.

Section 304

(1) In addition to one's job (work) performed under an employment relationship, an employee may engage in other gainful activity in the same field as that of his employer only with the employer's prior written consent.

(2) Where the employer withdraws his consent under subsection (1), such withdrawal must be in writing; the employer shall sate the reasons (causes) for a change of his original decision. The employee shall terminate his gainful activity without undue delay in a manner ensuing (for the termination of his gainful activity) from the relevant statutory provisions.

(3) The restriction pursuant to subsection (1) shall not apply to the exercise of scientific, pedagogical, publicist, literary and artistic activity.

(4) The provisions of subsections (2) and (3) shall apply, unless another Act (Note 88) provides for otherwise.

CHAPTER III

INTERNAL RULES (INTERNAL REGULATIONS)

Section 305

(1) Where no trade union organization exercises activity at an employer's undertaking, the employer may set out wage or salary rights arising from labour relations in "internal rules" (or "internal regulations; in Czech "vnitřní předpis") from which the entitlements ensue to the employees of the undertaking. The internal rules (internal regulations) may lay down the entitlements in accordance with the first sentence only in the event that the employer's right to do so is included in the relevant collective agreement. The internal rules (regulations) may not impose duties on individual employees.

(2) Internal rules (internal regulations) must be issued in writing, and may neither be contrary to statutory provisions nor apply retrospectively (retroactively), otherwise such internal rules shall be null and void, either in full or in the relevant part. Unless the work rules (work regulations) are concerned, internal rules are mostly issued for a certain period (fixed term), however at least for one year; the internal rules concerning remuneration may be issued even for a shorter period of time.

(3) The internal rules shall be binding on the employer and all the employees (of the employer). The internal rules shall take effect on the day laid down therein, however earliest on the day when the internal rules are promulgated at the employer's undertaking.

(4) The employer shall acquaint the employees with the issue, change (amendment) or cancellation of the internal rules latest within 15 days. The internal rules must be accessible to all the employees of the employer. The employer shall keep a copy of the internal rules for a period of 10 years after the day or termination of their validity.

(5) If an employee's right from his labour relationship [under section 3 (second sentence)] arises on the basis of the relevant internal rules, in particular the right to his wage or salary or some other right in labour relations, the revocation (termination) of the internal rules shall have no influence on the duration and satisfaction of the employee's right in question.

Section 306
Work Rules (Work Regulations)

(1) "Work rules" (or "work regulations"; in Czech "pracovní řád") shall be a special type of internal rules (internal regulations); work rules shall detail the provisions of this Code or other statutory provisions, taking regard to specific conditions at a certain employer's undertaking,

concerning the employer's and his employees' duties arising from labour relations. The work rules (work regulations) may not impose new duties on employees.

(2) The work rules (work regulations) may not regulate the issues under section 305(1).

(3) The work rules (work regulations) must be issued by the employers referred to in section 303(1).

(4) Where a trade union organization exercises activity within an employer's undertaking, the employer may issue or modify the work rules (work regulations) only with a prior written consent of the trade union organization, or else the issue or modification or such work rules shall be null and void.

(5) The Ministry of Education, Youth and Physical Education, acting in agreement with the Ministry of Labour and Social Affairs, shall issue a Decree in which it shall lay down the work rules (work regulations) for employees of schools and school facilities established by the Ministry of Education, Youth and Physical Education, or by a region, a municipality or village, or by a voluntary alliance of municipalities and/or villages (communities).

CHAPTER IV

REMUNERATION AND OTHER RIGHTS IN LABOUR RELATIONSHIPS

Section 307

(1) Where a wage or salary statement [sections 113(4) and 136] grants to an employee the right in a lesser scope than it ensues from his contract, or than laid down in the internal rules (internal regulations), such statement shall be null and void in the relevant part.

(2) Where a contract or internal rules include the regulation of remuneration (wage or salary) rights and other rights in labour relations and under the said contract or internal rules two (or more) same rights are to pertain to one and the same employee, this employee shall be entitled only to one such right, namely the one which he decides for.

CHAPTER V

EMPLOYEES OF EMPLOYMENT AGENCIES

Section 308

(1) An agreement (a contract) concluded between an employment agency and a user undertaking or establishment on temporary assignment (posting) of such employment agency's employee [section 2(5)] must cover:

(a) the name (or names), surname, if relevant also maiden surname, citizenship, the date and place of birth and the home address of a certain employee who is assigned to work for the user for a temporary period;

(b) the type of work to be carried out by such employee, including any specific occupational (vocational) qualifications (skills) required, or particular health condition necessary for the type of work;

(c) the determination of a period for which the employee will be assigned (posted, placed) to work at the user undertaking or establishment;

(d) the place of work performance;

(e) the date when the assigned employee will start to work at the user undertaking or establishment;

(f) the information on the working conditions and remuneration (wage or salary) conditions of the user's employee who carries out or would carry out the same work („comparable employee"; in Czech "srovnatelný zaměstnanec") as the employee assigned by the employment agency for temporary work performance, taking regard to the qualifications and the length of vocational practical experience;

(g) the conditions under which the assigned employee or the user undertaking or establishment may terminate the temporary assignment before expiry of the period for which such temporary assignment has been agreed; however, the conditions for termination of the temporary assignment may not be agreed before the expiry of a specific period for which this right has only been laid down in favour of the user undertaking or establishment;

(h) the number and date of the ruling by which the employment agency has been granted a licence to act as an employment intermediary.

(2) An agreement on temporary assignment (posting) of a certain employee of a given employment agency with a user must be concluded in writing, or else it shall be null and void.

Section 309

(1) For a period of temporary assignment (posting) of a certain employee of a certain employment agency (which is the employee's employer) to perform work for a particular undertaking or establishment making use of his services („user”), this employee shall be assigned working tasks and his work shall be organized, controlled and supervised by such user; the user shall create favourable working conditions for the said employee, including occupational safety and health. However, the user may not make any legal acts in relation to this employee in the name and on behalf of the employment agency.

(2) An employment agency shall post (assign) its employee to carry out temporary work for a certain user (a certain undertaking or establishment) on the basis of a written order (instruction) that must cover in particular:

(a) the user's designation and seat;

(b) the place of work performance (the user undertaking or establishment);

(c) the duration of temporary posting (assignment);

(d) the determination of the user's managerial employee authorized to assign work to the employee and supervise it;

(e) the conditions for unilateral termination of work performance before the expiry of the period of temporary placement (posting, assignment) if such conditions have been included in the agreement (contract) on the temporary posting of the employment agency's employee [section 308(1)(g)];

(f) the information on the working conditions and wage or salary conditions of the user's comparable employee.

(3) The temporary posting (placement, assignment) shall terminate on the expiry of the period for which it has been agreed; before the expiry of this period it will terminate when so agreed between the employment agency and the temporarily assigned employee, or on the unilateral statement by the user or the temporarily assigned employee under the conditions included in the agreement on temporary assignment (posting) of the employment agency's employee.

(4) Where the employment agency has settled to its employee some damage that has arisen to this employee in performance of working tasks for the user or in direct connection therewith, the employment agency shall be entitled to compensation of this damage (damages) from the user, unless the agency and the user agree otherwise.

(5) The employment agency and the user undertaking or establishment shall ensure that the working and wage conditions of a certain temporarily assigned (posted) employee are not worse than the conditions of the user's comparable employee. Where the wage conditions applying to a certain employee having been posted by the agency to perform temporary work for the user

undertaking or establishment are worse than the conditions applying to the user's comparable employee, the agency must ensure equal treatment for its employee, acting either at the employee's request or on its own initiative when it learns of such fact in another way; the agency's employee having been temporarily assigned to perform work for the user undertaking or establishment or entitled to demand the satisfaction of his rights, having thus arisen to him, from the employment agency.

(6) The employment agency may not assign the same employee for temporary work performance in the same user undertaking or establishment for a period longer than 12 consecutive calendar months. This restriction shall not apply if the employee concerned requests the employment agency that he will (wishes to) continue temporary work performance in such user undertaking or establishment of if it concerns work performance by the agency's employee instead of the user's employee being on maternity or parental leave.

(7) Where the measures concerning an increased protection of the property of the user undertaking or establishment are to be taken between this user and the agency's employee, these measures, with regard to the agency's employee, may not be less advantageous than those under sections 252 to 256.

(8) The scope of making use of any employment agency's employees by a certain user undertaking or establishment may only be restricted by the relevant collective agreement concluded by the user undertaking or establishment.

CHAPTER VI

NON-COMPETITION AGREEMENT (CLAUSE)

Section 310

(1) In the case of the conclusion of an agreement (a clause) under which an employee undertakes (promises), after the termination of his employment for a certain period but for no longer than one year, to refrain from performance of gainful activity which would be identical with his employer's business activity or which would be of a competitive nature to the employer's business activity, the employer must concurrently undertake in the agreement (clause) to provide adequate monetary compensation to the employee, and this monetary compensation must be at least in the amount of the employee's average monthly earnings for each month when the said obligation (undertaking, promise) is fulfilled. The monetary compensation shall be payable backward on a monthly basis unless the parties have agreed otherwise.

(2) The employer may conclude with his employee an agreement (clause) under subsection (1) only if this can be justly required from the employee with regard to the nature or information, knowledge, operational and technological know-how which the employee has acquired during his employment at the employer's undertaking and the utilization of which in the activity under subsection (1) could significantly encumber the employer's activity; where a trial (probationary)

period (section 35) has been agreed with a certain employee, the said agreement (clause) may only be concluded after the termination of the trial period, otherwise the agreement (clause) shall be null and void.

(3) Where a non-competition agreement (clause) under subsection (1) lays down a contractual penalty which the employee must pay if he breaches his obligation, the employee's obligation shall be discharged on his payment of the penalty. The amount of this penalty must be adequate to the nature and significance of the conditions set out in subsection (1).

(4) The employer may withdraw from (i.e. repudiate) the agreement (clause) pursuant to subsection (1) only while the employee concerned is employed by this employer.

(5) The employee may terminate the agreement (clause) under subsection (1) if the employer has not paid him the monetary settlement (compensation) or its part within 15 days of the maturity day; the agreement shall expire on the first calendar day of the month following the day when a notice (letter) of termination is served on the employer.

(6) The agreement under subsection (1) must be concluded in writing, otherwise it shall be null and void; the same shall apply to the withdrawal from such agreement or its termination under subsections (4) and (5).

Section 311

The provisions of section 310 may not be applied to pedagogical employees of schools and school facilities established by the Ministry of Education, Youth and Physical Education, by a region, municipality (or village) or by a voluntary alliance of municipalities and/or villages (communities), if the object of such employees are tasks in the field of education, and to pedagogical employees in social care facilities (Note 89).

CHAPTER VII

PERSONAL FILE, EMPLOYMENT VERIFICATION AND EMPLOYMENT REFERENCE

Section 312

(1) The employer is entitled to keep a personal file on every employee. The personal file may only contain documents which are necessary for work performance in labour (employment) relationship referred to in section 3 (second sentence).

(2) A personal file concerning a certain employee may only be inspected by managerial employees superior to such employee. A personal file may also be inspected by a labour

inspectorate body, a labour office, a court, a public prosecutor (i.e. prosecuting attorney), the competent body of the Police of the Czech Republic, the National Security Authority (Agency) and intelligence agencies.

(3) Every employee is entitled to inspect the personal file (concerning this employee), make abstracts therefrom and copies of the documents kept there at the employer's cost.

Section 313

(1) On the termination of an employment relationship or an agreement on working activity the employer shall provide an employee with verification of such employee's employment which shall include:

(a) the details of employment (specifying whether it was an employment relationship or an agreement on working activity and the relevant duration);

(b) the type of work done;

(c) the employee's qualification (skills);

(d) the length of employment and other facts decisive for the attainment of the highest permissible exposure period;

(e) the information on any deductions being made from the employee's wage, in favour of which person (identification), the amount of claim with regard to which deductions are to be further made, the amount of deductions already made and the order of the claim;

(f) the details of employment in the first and second work category for a period before 1 January 1993 recognized for the retirement pension purposes.

(2) The information on the amount of the employee's average earnings and other facts decisive for the assessment of the employee's unemployment benefit entitlement (Note 90) shall be provided by the employer at the employee's request in a separate document.

Section 314

(1) Where an employee requests the employer to provide him with a reference concerning his work performance („employment reference” or “work reference”; in Czech “pracovní posudek”), the employer shall provide such reference within 15 days; however, the employer is not obliged to provide the employment reference (work reference) earlier than two months before the end of the employee's employment. All documents concerning the appraisal of a certain employee's work, his qualifications (skills), capabilities and other facts relating to work performance are regarded as an employment reference (work reference).

(2) The information other than that which can form the content of an employment reference

[subsection (1)(second sentence)] may only be provided by the employer with the employee's consent, unless another Act provides for otherwise.

Section 315

Where an employee has objections against the content of his employment verification or employment reference (work reference), as provided by the employer, within three months of the day of learning of its content, he may file a petition with the competent court to rule that the employer should adequately modify the employment verification or the employment reference (work reference).

CHAPTER VIII

PROTECTION OF AN EMPLOYER'S PROPERTY INTERESTS AND PROTECTION OF AN EMPLOYEE'S PERSONAL RIGHTS

Section 316

(1) Without their employer's consent, employees may not use, for their personal needs, the employer's production equipment and other means necessary for work performance, including computers and telecommunication equipment. The employer is authorized to check, in an appropriate way, the compliance with the prohibition laid down in the first sentence.

(2) Without a serious cause consisting in the employer's nature of activity, the employer may not encroach upon employees' privacy at workplaces and in the employer's common premises by open or concealed surveillance (monitoring) of employees, interception (including recording) of their telephone calls, checking their electronic mail or postal consignments addressed to a certain employee.

(3) Where there is a serious cause on the employer's part consisting in the nature of his activity which justifies the introduction of surveillance (monitoring) under subsection (2), the employer shall directly inform the employees of the scope and methods of its implementation.

(4) The employer may not require from an employee such information which does not directly relate to work performance and to employment (labour) relationship under section 3 (second sentence). The employer may not require the information in particular of:

(a) pregnancy,

(b) family and property situation,

(c) sexual orientation,

(d) origin,

(e) trade union organization membership,

(f) membership of political parties or movements,

(g) religion or confession,

(h) unimpeachability (clean criminal record),

but the above shall not apply [thereby still excluding the information under (c), (d), (e), (f) and (g)] where there is a cause for it consisting in the nature of work to be performed provided that the requirement is adequate, or in the cases where it is laid down in this Code or in another Act. The said information may not be obtained by the employer even through third parties.

CHAPTER IX

SPECIAL NATURE OF SOME EMPLOYEES' WORK, EXCLUSION OF A LABOUR RELATIONSHIP AND POSTING OF AN EMPLOYEE WITHIN THE EUROPEAN UNION

Section 317

This Code shall apply to labour (employment) relations of an employee, who does not work at the employer's workplace (site) but who performs agreed type of work under the laid down conditions within working time (working hours) which he organizes himself, with the following exceptions:

(a) the regulation concerning the schedule of working hours, dead time or work interruptions due to unfavourable climatic conditions shall not be applicable to this employee;

(b) where there are important personal obstacles to work, this employee is not entitled to compensatory wage or salary (compensatory pay) unless an implementing Decree [section 199(2)] provides for otherwise or unless it concerns compensatory wage or salary under section 192; for the purposes of providing compensatory wage or salary, the employer shall determine the scheduling of this employee's hours of work into shifts;

(c) the employee shall neither be entitled to compensatory wage/salary or compensatory time off in lieu of overtime work, nor to compensatory wage/salary or overtime premium for work on statutory holidays.

Section 318

A labour relationship under section 3 (second sentence) may not arise between spouses (husband and wife).

Section 319

(1) Where an employee of an employer from another Member State is posted to perform work within the framework of transnational provision of services (Note 91) in the Czech Republic, the regulation of the Czech Republic shall apply to his work performance as regards:

(a) the maximum length of working hours and the minimum length of rest periods;

(b) the minimum length of annual leave or its proportionate part;

(c) the minimum wage, minimum wage rates and overtime premiums;

(d) occupational safety and health;

(e) the working conditions for pregnant employees, employees who are breastfeeding, and female employees until the end of the ninth month after childbirth and for adolescent employees;

(f) equal treatment for male and female employees and prohibition of discrimination;

(g) the conditions of work in the case of employment by an employment agency.

The first sentence shall not apply if the rights ensuing from the statutory provisions of the Member State from which the employee concerned is posted to perform work within the framework of transnational provision of services are more advantageous for such employee. The advantageousness of each right arising from an employment relationship (employment) shall be considered separately.

(2) The provisions of subsection (1)(b) and (c) shall not apply if the period of expatriation of an employee to perform work within the framework of transnational (supranational) provision of services in the Czech Republic shall not exceed 30 days (in total) per one calendar year. This shall not be applicable if such employee is posted by an employment agency to perform work within the framework of transnational provision of services.

CHAPTER X

COMPETENCE OF TRADE UNION ORGANIZATIONS, EMPLOYERS' ORGANIZATIONS AND INSPECTION RELATING TO LABOUR RELATIONS

Section 320

(1) Bills (draft legislation) and other proposed regulations concerning employees' important interests, in particular economic, production, working, remuneration, cultural and social conditions, shall be consulted with the competent trade union organizations (bodies) and the competent employers' organizations.

(2) The central administrative authorities which issue implementing labour (employment) regulations shall do so after consulting the competent trade union organization and the competent employers' organization.

(3) The competent government authorities shall consult the trade union organizations on the issues concerning employees' working and living conditions and shall supply the trade union organizations with the necessary information.

(4) Those trade union organizations which represent in labour (employment) relations employees (civil servants) employed by the Government (Note 6), or by organizations receiving contributions (Notes 15 and 92), state funds (Note 14) and self-governing local area entities (Note 40) shall in particular be entitled:

(a) to discuss and express opinions on the draft documents concerning the employment conditions of the said employees and their numbers;

(b) to submit proposals, discuss (negotiate) and express opinions on the draft documents regarding the improvement of the conditions for work performance and remuneration.

Section 321

(1) Trade union organizations (bodies) shall ensure compliance with this Code, the Employment Act, statutory provisions on occupational safety and health and other statutory labour provisions.

(2) The competent trade union organizations are entitled to inspect employers' compliance with the statutory provisions set out in subsection (1), internal rules (regulations) and obligations arising from collective agreements. The employer shall enable the trade union organization to carry out an inspection and shall arrange for this purpose:

(a) access to the employer's workplaces,

(b) the provision of relevant necessary information and documentation by competent managerial employees and their co-operation during the inspection;

(c) reporting as regards measures having been taken to eliminate irregularities having been ascertained or proposed by the trade union organizations during their inspection activity.

(3) Where inspection activity involves the inspection of an employee's personal data and the data are subject to the protection under another Act (Note 49), the data may only be provided with a prior consent of the employee concerned.

(4) In the case of national defence facilities, only those trade union organizations, permitted to enter the said facilities under other statutory provisions, may carry out inspection activity there.

Section 322

(1) Trade union organization are entitled to exercise inspection of occupational safety and health at individual employers' undertakings. The employer shall enable the trade union organization to carry out inspection and, for this purpose:

(a) shall arrange for the trade union organization to have the possibility of checking whether the employer fulfils the duties as regards occupational safety and health (safety and health protection at work) and whether the employer systematically creates the conditions for safe work not involving risks (hazards) to health;

(b) shall arrange for the trade union organization to have the possibility of regularly inspecting the workplaces and facilities (at the employer's undertaking) and checking the management of personal protective aids (equipment);

(c) shall arrange for the trade union organization to have the possibility of checking whether the employer duly investigates industrial injuries;

(d) shall enable the trade union organization to be involved in the ascertainment of industrial injuries and, if relevant, in their clarification;

(e) shall enable the trade union organization to take part in consultations (negotiations) on the issues concerning occupational safety and health.

(2) The trade union organizations are authorized:

(a) to demand, by their binding instruction given to the employer, the elimination (removal) of defects in machinery and equipment, irregularities in work processes, and in the event of an immediate threat to the employees' life or health, to prohibit further work;

(b) to prohibit overtime work and/or night work which would put at risk the employees' safety and health at work.

(3) The trade union organizations shall forthwith inform the inspection authority (inspectorate) being competent under other statutory provisions (Note 36) of the measures taken pursuant to subsection (2). At the employer's request, the competent labour inspectorate shall review the measure taken by the trade union organization; until the labour inspectorate rules on the matter, the measures taken by the trade union organization will be in operation.

(4) The costs arisen by the exercise of supervision over occupational safety and health shall be covered by the Government (the State).

Section 323

The exercise of inspection concerning labour (employment) relations shall be governed by other statutory provisions (Note 36).

CHAPTER XI

UNJUST ENRICHMENT

Section 324

Unjust enrichment shall be subject to sections 451, 454, 455(1), 456 to 459 of the Civil Code.

CHAPTER XII

OBLIGATIONS IN LABOUR RELATIONS AND AN EMPLOYEE'S DEATH

Section 325

(1) Obligations arise in particular from contracts or agreements regulated by this Code and the Civil Code; they may also arise from other contracts or agreements not regulated by the law or from mixed contracts, including elements of different types of contract.

(2) As regards obligations arising from contracts or agreement not regulated by the law, the statutory provisions regulating obligations closed to those concerned shall be applicable.

Section 326

Obligations in labour (employment) relations shall be governed by sections 488, 489, 491(2), 492, 494 and 497 of the Civil Code, however "odstupné" („compensation for repudiation" or "cancellation fee") under the Civil Code shall not mean "odstupné" („redundancy payment", also referred to as "severance payment") under this Code, sections 498, 516 to 518 of the Civil Code, however, section 518 of the Civil Code shall not be applicable to an employment contract, agreements on work performed outside an employment relationship or to a collective (bargaining) agreement, sections 519 to 523, 531, 533, 534, 544(1) and (2), 545, 559 to 573, 574(1), 575 to 578, 580, 581, 584 to 587 of the Civil Code.

Section 327
Agreement on Wage Deductions

The satisfaction of an obligee's (beneficiary's) claim where this obligee (beneficiary) is an employer and a relevant obligor (debtor) is his employee may be secured by the employer's agreement on wage deductions with this employee; the wage deductions may not exceed the amount which would be deducted from the employee's wage in the case of an execution (Note 93). An agreement pursuant to the first sentence must be concluded in writing, otherwise it shall be null and void.

Section 328
Death of an Employee

(1) An employee's monetary (pecuniary) rights shall not expire on his death. Wage or salary rights which arise from the employee's employment (labour) relationship [section 3 (second sentence)] of up to triple his average monthly earnings shall pass, in sequence, directly to his spouse, children and parents if they lived with the employee in common household at the time of his death; if there are no such persons, the amount shall become part of his estate.

(2) The employer's monetary rights shall expire (extinguish) upon the death of his employee, with the exemption of those rights on which an enforceable judgment (ruling) was passed before the employee's death or which were recognized by the employee in respect of the causes and the amount, and the right to compensation for damage having been wilfully caused by the employee (damages).

CHAPTER XIII

PERIOD OF LIMITATION AND EXPIRY OF A RIGHT

Section 329

(1) The limitation of actions shall be governed by sections 100(1) and (2) and 101 of the Civil Code.

(2) Where a party claims its right at the court and duly continues in the initiated judicial proceedings, the period of limitation shall not run during the proceedings. The same shall apply to a right which was upheld under an enforceable (final) ruling and for which a motion for the execution order of such ruling was made.

Section 330

A right shall expire because it was not claimed within the fixed time-limit only in the instances laid down in sections 39(5), 58, 59, 72, 218(4)(second sentence), 267(2) and 315. Where the right is claimed after expiry of the fixed time-limit, the court shall take the expiry of the right into consideration even if such objection is not raised by the other party.

Section 331

A period of limitation (limitation period) shall be governed by sections 103, 106 and 107 of the Civil Code, however a refund of amounts having been unjustly paid out may be demanded within three years of their payment by the employer from the employee concerned only if this employee was aware or due to the circumstances ought to have presumed that the amounts had been incorrectly determined or paid out by mistake, and further by sections 109, 110, 111 and 112 of the Civil Code.

Section 332

In the case of a right of an employee who is required to have a guardian or in the case of a claim against this employee, the time for which such guardian is not appointed shall not be included in the running of the limitation period.

Section 333

(1) Calculation (computation) of time shall be governed by section 122 of the Civil Code.

(2) A written manifestation of will to the other party and the court's proposal must be served within the period laid down by the law.

CHAPTER XIV

DELIVERY OF DOCUMENTS (SERVICE OF DOCUMENTS)

Section 334
Common Provisions on Delivery of Documents by an Employer

(1) Documents concerning the creation, modification (alteration, change) and termination of an

employment relationship or agreements on work performed outside an employment relationship, discharge from a managerial position, important documents concerning remuneration, such as a wage statement [section 113(4)] and a salary statement (section 136) from one's employer, a report on temporary incapable insured person's breach of his medical regimen must be delivered to the employee concerned (i.e. any such document to be taken delivery of in person).

(2) The employer shall deliver an important document to the employee concerned at the workplace, or at the employee's flat, or wherever the employee can be reached, or by means of the Internet, intranet or electronic mail, where this is not feasible the employer may arrange for the document to be delivered to the employee by a postal services licence holder.

(3) Unless the employer delivers a certain document by means of the Internet, intranet or electronic mail or by means of a postal services licence holder, a document is also deemed to be delivered (served) if the employee concerned refuses to take delivery of it.

(4) Where a document is delivered by means of a postal services licence holder, the employer shall select such postal services licence holder where from the postal contract (Note 94) that is concluded ensues the duty to deliver a postal consignment containing the document under the conditions laid down in this Code.

(5) The conditions of delivery of a document to an attorney-at-law (advocate) shall be subject to section 48 or the Civil Procedure Code.

Section 335
Delivery of a Document by an Employer by means of the Internet, Intranet or Electronic Mail

(1) The employer may deliver a document by means of the Internet, intranet or electronic mail (electronic communication) only if the employee concerned has given his written consent thereto and supplied the employer with the electronic address (e-mail address) for the delivery purposes.

(2) A document delivered by means of the Internet, intranet or electronic mail must be provided with an electronic signature based on a qualified certificate (Note 93).

(3) A document delivered by means of the Internet, intranet or electronic mail is delivered on the day when the employee confirms its receipt by a data message signed by his electronic signature based on a qualified certificate (Note 95).

(4) The delivery of a document by the Internet, intranet or electronic mail is ineffective if the document having been sent to the employee's electronic address has been returned to the employer as undeliverable or if the employee has not confirmed its receipt within three days of dispatch by a data message provided with his electronic signature based on a qualified certificate (Note 95).

Section 336
Delivery of an Employer's Document by a Postal Services Licence Holder

(1) An employer's document, if delivered by means of a postal services licence holder, is sent to the last known address of the employee concerned. The document may also be delivered to (served on) the person whom the employee determined for the receipt of such document on the basis of a written power of attorney with his officially certified signature (Note 96).

(2) The delivery of a document from the employer by a postal services licence holder must be supported by a delivery slip.

(3) If an employee to whom a document is to be delivered by means of a postal services licence holder is not reached at the given address, the document shall be deposited at the postal services licence holder's local establishment (post office) or at the local authority's office. The employee (addressee) shall be suitably informed in writing of the failure to deliver a document and invited to collect it within ten working days; he shall be concurrently notified of the fact where and when the document can be collected. A notice (notification) pursuant to the second sentence must also include the advice of the consequences of the employee's refusal to take delivery of the document (consignment) or his failure to co-operate so that it can be delivered to him (served on him).

(4) The employer's duty to deliver a certain document is fulfilled as soon as the employee takes delivery of the document (consignment). Should the employee not collect the document [subsection (3)] within ten working days, it shall be regarded as delivered on the last day of this time-limit; the undelivered document (consignment) shall be returned to the employer. Should the employee make it impossible for a postal services licence holder to serve the document (consignment) on the employee because he refuses to take it over or does not co-operate so that the document (consignment) could be delivered to him, the document shall be deemed as delivered on the day when the employee frustrates its delivery. The employee must be advised by a postman of the consequences of his refusal to take over the document (consignment) and a written record thereof must be made.

Section 337
Delivery of an Employee's Document to the Employer

(1) The employee shall deliver a document determined for his employer, as a rule, by passing it over at the employer's seat. At the employee's request, the employer (undertaking) shall confirm delivery of the document pursuant to the first sentence.

(2) Where the employer has given consent thereto, a certain document can be delivered to the employer (undertaking) by means of the Internet, intranet or electronic mail to the electronic address given to the employee for this purpose; the document determined for the employer must be provided with the employee's electronic signature based on a qualified certificate (Note 95).

(3) The delivery of a document of the employer is effective as soon as the employer (undertaking) has taken over (taken delivery of) the document.

(4) The delivery of a certain document determined for the employer and sent by means of the Internet, intranet or electronic mail is regarded effected on the day when the employer confirms its receipt to the employee by a data message provided with the relevant electronic signature based on a qualified certificate (Note 95) or an electronic sign based on a qualified system certificate (Note 95).

(5) The delivery of a document by the Internet, intranet or electronic mail is ineffective if the document having been sent to the employer's electronic address has been returned as undeliverable or if the employer has not confirmed its receipt within three days of dispatch by a data message provided with the relevant electronic signature based on a qualified certificate (Note 95) or an electronic sign based on a qualified system certificate (Note 95).

CHAPTER XV

TRANSFERENCE OR TERMINATION OF RIGHTS AND DUTIES FROM LABOUR RELATIONS IN THE CASE OF EMPLOYMENT BY A NATURAL PERSON, AND TRANSFERENCE OF THE EXERCISE OF RIGHTS AND DUTIES FROM LABOUR RELATIONS

Division 1

Transference or Termination of Rights and Duties from Labour Relations in the Case of Employment by a Natural Person

Section 338

(1) Transference of rights and duties arising from labour relations may only occur in the cases laid down in this Code or in other statutory provisions.

(2) In the event of transfer of an employer's business activity or its part, or in the event of transfer of an employer's tasks, or some of them, to another employer, the rights and duties from labour relations shall pass in full scope to the employer (transferee) to whom such transfer is effected. For these purposes, an "employer's tasks or activities" shall in particular mean tasks related to production (output) or the provision of services or similar activities undertaken under other statutory provisions by a legal entity or a natural person (an individual) in its/his own name and at its/his own liability in facilities or premises determined for their performance. Irrespective of the legal cause for such transfer and irrespective of the fact whether ownership rights are transferred, the transferee shall also be deemed to be a legal entity or a natural person competent to continue as an employer (sections 7 to 10) in performance of the tasks or activities of the hitherto employer or in similar type of tasks or activities.

(3) The hitherto employer's (transferor's) rights and duties towards his employees whose labour relations were terminated until the day of the said transfer shall remain unaffected, unless other statutory provisions lay down otherwise (Note 81).

Section 339

(1) Before transference of rights and duties (arising from labour relations) from the hitherto employer (transferor) to the employer being the transferee, both the transferor and the transferee shall inform the trade union organization or the works council of this fact and consult them, with

a view to reaching an agreement, on:

(a) the determined or proposed date of transfer;

(b) the causes for such transfer;

(c) legal, economic and social implications for the employees;

(d) envisaged measures relating to the employees.

(2) Where there is neither a trade union organization nor a works council at the employer's undertaking, both the hitherto employer and future employer shall inform employees who will be affected by the said transfer and consult them on the facts laid down in subsection (1).

Section 340

The provisions of sections 338 and 339 shall also apply to those cases where it is the competent superior body [section 347(2)] which decides on transfer of an employer's (undertaking's) activities or tasks (or some of them) to another employer (undertaking).

Section 341

(1) Where an employer's undertaking is wound up due to a demerger, the body having decided on this demerger shall determine which of the newly-established undertakings (employers) shall take over the hitherto employer's rights and duties arising from labour relations.

(2) Where an undertaking (an employer) is wound up, the body having decided on its winding-up shall determine which employer (undertaking) shall satisfy the employees' rights of the wound-up undertaking or, as the case may be, which undertaking shall claim the rights (entitlements) on behalf of the wound-up undertaking. Where the winding-up of an undertaking is connected with its liquidation, the procedure under other statutory provisions (Note 97) shall be followed.

(3) Where a transfer of an undertaking (an employer) under section 338 occurs on expiry of the period for which it was established or on performance (fulfilment) of the task for which it was established and where this undertaking's performance of tasks is controlled by a superior body [section 347(2)], this superior body shall determine another employer (undertaking) to which the rights and duties arising from labour relations shall be transferred.

Section 342

(1) With the exemption of continuous running of a trade („živnost") under section 13(1) of the Trades Licensing Act, upon the death of an employer who is a natural person (an individual), the labour relations under section 3 (second sentence) shall terminate [section 48(4)].

(2) The labour office which is competent for the employer, referred to in subsection (1), in accordance with his (former) place or activity, shall issue to every employee, whose employment relationship or agreement on work performed outside an employment relationship terminated and who so requests, a verification of employment on the basis of the documents submitted by the employee concerned.

Division 2

Transference of the Exercise of Rights and Duties from Labour Relations

Section 343

(1) Where another Act lays down that a government agency (a state-owned establishment; Note 7) shall be dissolved on its merger when it is acquired by another agency (state-owned establishment) or on its merger with another agency (state-owned establishment) by the formation of a new agency (establishment), the exercise of rights and duties from labour relations shall be fully transferred to the (successor) agency (state-owned establishment) having merged with the said one.

(2) Where another Act lays down that a government agency (a state-owned establishment) shall be dissolved on its demerger, the exercise of rights and duties from labour relations shall be transferred to the newly-formed agencies (establishments). Another Act stipulates which of the newly-formed agencies (state-owned establishments) shall assume (from the hitherto existing establishment) the exercise of rights and duties from labour relations having been terminated until the day of the said demerger.

(3) Where another Act lays down that a government agency (a state-owned establishment) is to be formed for a definite period of time, the same Act shall also determine which government agency (state-owned establishment) shall assume the exercise of rights and duties from labour relations on the dissolution of the said agency (establishment) on the expiry of the fixed period. In the case of dissolution of a certain agency (state-owned establishment) having been formed by its founder for a definite period of time, the exercise of rights and duties from labour relations shall pass to the founder, unless the founder (incorporator) has determined that these rights and duties are to be exercised by another agency (establishment) having been formed by this founder.

Section 344

(1) Where another Act provides that some part of a state-owned establishment (or a government agency; Note 7) is to be transferred to another state-owned establishment (another government agency), the exercise of rights and duties from labour relations concerning the said part shall pass to the latter establishment (the latter government agency). Where, in connection with an amendment of a state-owned establishment's (government agency's) founding deed by its

incorporator some part of such establishment (agency) is to be transferred to another state-owned establishment (government agency), the exercise of rights and duties from labour relations concerning the said transferred part of the establishment (agency) shall pass to the latter establishment (agency).

(2) The rights and duties from those labour relations which concern the employees of that part of a state-owned establishment (government agency) being transferred under subsection (1) and which were terminated by the day of the said transfer shall be exercised by the establishment (agency) from which such part was transferred.

Section 345

(1) Where statutory provisions lay down that a certain state-owned establishment (a government agency; Note 7) shall be wound up, the said statutory provisions shall also determine another state-owned establishment (another government agency) to which the exercise of the rights and duties arising from labour relations of the employees of the wound-up establishment (agency) shall pass and which state-owned establishment (government agency; Note 7) shall satisfy the rights (entitlements) of the wound-up establishment (agency) or, as the case may be, claim rights against its employees.

(2) Where a state-owned establishment (a government agency; Note 7) is wound up by its founder's (incorporator's) decision, the rights and duties arising from labour relations of the wound-up establishment (agency) shall pass to the founder (incorporator), unless the founders (incorporator) decides that such rights and duties will pass to another state-owned establishment (government agency) founded by the same incorporator (founder).

CHAPTER XVI

SPECIAL REGULATION OF EMPLOYMENT RELATIONSHIPS OF EMPLOYEES WITH REGULAR WORKPLACE ABROAD

Section 346

The Government may lay down by its Decree a different regulation of employment relationships for employees with a regular workplace abroad, including the rights of their employers and the duties of such employees as regards:

(a) the possibility of repeated extension of their fixed-term employment relationship abroad, including the possibility of conclusion of an employment relationship for a fixed term corresponding to the length of the posting abroad;

(b) the conditions

1. for a different scheduling of working hours abroad, with regard to public holidays (section 91);
2. for restricting the movement of an employee within the employer's seat abroad due to security reasons.

CHAPTER XVII

DEFINITIONS OF SOME TERMS

Section 347

(1) “Threat (danger) of an occupational disease” („ohrožení nemocí z povolání”) shall mean such changes in an employee's state of health which were caused during his work performance due to the exposure to adverse conditions from which occupational diseases (Note 98) arise and which, however, do not attain such degree of harm to his health to be deemed an occupational disease, however further (continued) performance of work under the same conditions would result in the employee's contracting an occupational disease. A medical certificate on the threat of an occupational disease is issued by the competent occupational health care facility (Note 91). The Government may lay down in its Decree the description of changes in the state of health to be regarded as a threat of an occupational disease and the conditions under which such changes are to be recognized.

(2) For the purposes of this Code, “superior body” („nadřízený orgán”) shall be such body which under other statutory provisions is authorized to exercise a controlling competence in relation to a certain employer (undertaking, establishment) with regard to performance of working tasks.

Section 348

(1) The following shall also be regarded as performance of work:

(a) the time when an employee does not work due to obstacles to work, except time off granted at the employee's request if it has been agreed beforehand that the employee will work off such time, and the time for which work was interrupted due to adverse (unfavourable) climatic conditions;

(b) leave (annual or supplementary or similar leave)

(c) the time when an employee takes compensatory time off in lieu of overtime work or work on a public holiday;

(d) the time when an employee does not work because it is a public holiday for which he is

entitled to compensatory wage, or for which his monthly wage or salary is not curtailed.

(2) The provisions of subsection (1) and 216(3) and (4) shall not apply with regard to the purposes of the right (entitlement) to a wage or salary and remuneration arising from agreements and with regard to ascertainment of average earnings.

(3) The fact whether an employee's absence from work is unauthorized absence shall be determined by the employer (undertaking), acting in agreement with the competent trade union organization.

Section 349

(1) "Statutory provisions and other regulations on occupational safety and health (at work)" shall mean the provisions and regulations concerning the protection of life and health, hygiene, epidemic diseases, technical regulations, technical documents and technical norms (standards), construction (building) regulations, transport regulations, fire-prevention regulations and regulations on the handling of flammables, explosives, weapons, radioactive materials, chemical substances and chemical preparations, and other materials (compounds) harmful to health, in the scope in which they regulate the issues concerning the protection of life and health.

(3) For the purposes of sections 113(2) and 122(2), "appointment to an occupational position (job)" in relation to the relevant employer shall mean either the conclusion of an employment contract or the relevant appointment.

Section 350

(1) "Single persons" shall mean unmarried, widowed or divorced women, single, widowed or divorced men, and also women and men who are single for other serious reasons, provided that they do not live with a common-law husband or wife.

(2) "Adolescent employees" (or "juvenile employees") shall mean employees under 18 years of age.

CHAPTER XVIII

AVERAGE EARNINGS

Division 1

Common Provisions

Section 351

Where in labour (employment, industrial) relations referred to in section 3 (second sentence) average earnings are to be applied, the ascertainment (calculation) of such earnings shall be governed by the provisions of this Chapter.

Section 352

Unless some other labour provisions determine otherwise, "an employee's average earnings" („průměrný výdělek zaměstnance") shall mean his average gross earnings.

Section 353

(1) Average earnings shall be ascertained by the employer (undertaking) from an employee's gross wage or salary that is accounted for a decisive period with regard to the time of work performance by the employee in such decisive period.

(2) The time of work performance shall also include the time for which an employee is entitled to his wage or salary.

(3) Where a wage or salary for overtime work [sections 114(2) and 127(2)] is accounted for in a decisive period other than that in which such overtime work was done, the time of work performance under subsection (2) shall also include the hours of overtime work for which a wage or salary is provided.

Division 2

Decisive Period

Section 354

(1) Unless this Code provides for further otherwise, the decisive period shall be a preceding calendar quarter.

(2) Average earnings shall be ascertained at the first day of the calendar month following the decisive period.

(3) Where an employee's employment started in the course of a preceding calendar quarter, the decisive period shall be the time from the start of his employment (work performance) until the end of the calendar quarter.

(4) In determining a fixed wage [section 120(1)] for the purposes of the application of an account of working hours (sections 86 and 87), the decisive period shall be a period of preceding 12 consecutive calendar months.

Division 3

Probable Earnings

Section 355

(1) Where an employee did not work at least 21 days within the decisive period, the probable earnings shall be applied.

(2) The employer shall ascertain a certain employee's probable earnings from the gross wage or salary which the employee has attained from the beginning of the decisive period, or from the gross wage or salary which he would have probably attained; the employer (undertaking) shall thereby take into account the current amount of individual wage or salary components of such employee or the wage or salary of employees performing the same work or work of equal value.

Division 4

Forms of Average Earnings

Section 356

(1) Average earnings shall be ascertained (calculated) as average earnings per hour (average hourly earnings).

(2) Where average gross monthly earnings are to be applied, the average hourly earnings shall be used for the computation of average earnings per month in accordance with the average number of working hours in one month in an average year; for this purpose, "average year" has 365.25 days. Average hourly earnings of an employee shall be multiplied by the employee's weekly working hours and by a coefficient 4.348 which represents average number of weeks per month in an average calendar year.

(3) In the case that net average monthly earnings are to be applied, such earnings shall be ascertained from the relevant monthly gross earnings by deducting statutory social security and state employment policy contributions (Note 100), general health insurance contributions (Note 101) and personal income tax advance payments (in respect of income from dependent activity; Note 102), calculated under the conditions and rates which apply to the employee concerned in the month for which his net monthly earnings are ascertained.

Division 5

Joint Provisions on Average Earnings

Section 357

(1) Where an employee's average earnings are lower than the minimum wage (section 111) to which the employee's right has arisen in the month in which there is a need to apply average earnings, the employee's average earnings shall be increased to the amount equal to this minimum wage; the same shall apply to the application of probable earnings (section 355).

(2) In the case of an employee whose employment contract has been modified on the ground of threat of occupational disease or due to the attainment of the highest permissible exposure level or whose occupational disease is only ascertained after the said modification (change) of his employment contract, the assessment base (basis) under statutory provisions on accident (injury) insurance shall be calculated from his average earnings ascertained before the modification of his employment contract if this is more advantageous for the employee.

Section 358

Where an employee's payable wage or salary, or its part, is accounted for a period longer than the calendar quarter, for the purposes of ascertainment of average earnings per such calendar quarter, its proportional part per this calendar quarter shall be calculated; the remaining part (parts) of the said wage(s) or salary shall be included in the employee's gross wage(s) or salary for the purposes of ascertainment (calculation) of average earnings in the following period (or periods). The number of further periods shall be determined in accordance with the total time for which the wage or salary is provided. For the purposes of ascertainment of average earnings, an employee's gross wage (wages) or salary for the decisive period shall also include the wage or salary proportional part pursuant to the first sentence corresponding to the time of work performance (the time for which work was done).

Section 359

Where under the statutory provisions concerning compensation for damage (damages), it is necessary to apply the average earnings of pupils or students or disabled persons (Note 103) who are not employed and whose training for their occupation is subject to specific statutory provisions (regulations), the amount of average earnings under section 357 shall apply.

Section 360

Where it is more advantageous for the employee concerned, for the purposes of determining the assessment base in accordance with the statutory regulation of accident insurance, the decisive period shall be the preceding calendar year.

Section 361

The ascertainment of average earnings of an employee who performs work on the basis of agreements on work performed outside an employment relationship shall be governed by this Code. Where it has been agreed that remuneration under any such agreement shall be paid in the form of a lump sum only after the completion of the entire working task, the decisive period [section 354(1)] shall be the entire time for carrying out the agreed working task.

Section 362

(1) For the purposes of ascertainment of average earnings, remuneration pursuant to an agreement of work performed outside an employment relationship, some other remuneration or

income provided to an employee for work in his employment carried out under a relationship other than the labour relationships referred to in section 3 (second sentence) shall also be regarded as a wage (wages) or salary, unless another Act provides for otherwise.

(2) Where one employee carries out work for the same employer (undertaking) in two or more labour relationships referred to in section 3 (second sentence) or in two or more employment relationships, his wage(s), salary or remuneration in each such relationship shall be considered separately.

CHAPTER XIX

PROVISIONS BY WHICH TRANSPOSITION OF EC LAW IS IMPLEMENTED, AND THE MANDATORY PROVISIONS OF THE LABOUR CODE

Section 363

(1) The provisions by which the transposition of the EC (EU) law is implemented are: sections 2(6), 14(2), 16(2) and (3), 30(2), 37(1) to (4), 39(2) to (6), the introductory wording in section 41 and its (c), (d), (f) and (g), and 47 consisting in the wording "where on termination of maternity leave (in the case of a female employee) or on termination of parental leave (in the case of a male employee) in the scope for which a female is entitled to take maternity leave, such employee returns to work, the employer shall place this employee to his/her original work (job) and workplace", and section 53(1) consisting in the wording "the employer may not give notice to his employee" and (d), sections 62 to 64, 78(1)(a) to (f), (k) and (l), 79(1) and 2(d), 82, 83, 85(3) and (5), 86(3), 88(1) and (2), 90, 92(1), (3) and (4), 93(2)(second sentence) and (4), 94, 96(2), 101, 102, 103(1)(a) to (h), (j) and (k) to the end of (1), (2) to (5), 104, 105(1) consisting in the wording "if an industrial injury occurs, the employer within whose undertaking this injury has occurred shall investigate the causes and circumstances of the injury", (3)(a), (4) and (7), 106(1) to (4)(a), (c), (d), (f) and (g), 108(2), (3), (6) and (7), 110(1), 113(4), 136(2), 191 consisting in the wording "an employer shall excuse the absence of an employee from work during a period of taking care for a (sick) child whose age is below 10 years or taking care for another household member (section 115 of the Civil Code) in the cases laid down in section 39 of the Sickness Insurance Act and for a period of taking care of a child younger than 10 years due to the reasons laid down in section 39 of the Sickness Insurance Act or due to a reason that a natural person who otherwise takes care of a child could not take care of this child because this person underwent a medical examination or treatment in a health care facility and this could not be arranged outside the employee's working hours", section 195, 196, 197(3) consisting in the wording "parental leave under subsection (1) is granted as of the day when the child has been taken into foster care until the day when the child reaches the age of three years. If a child has been taken into foster care after the attainment of three years of age but before reaching the age of seven years, there

shall be the right to parental leave in the length of 22 weeks. If a child has been taken into foster care before it is three years old and parental leave in the length of 22 weeks would expire after the child reaches three years of age, parental leave shall be granted for 22 weeks as of the day of taking the child into foster care", sections 198(1) to (3) as regards parental leave, sections 199(1), 203(2)(a), 213(1), 217(4) as regards parental leave, section 218(1), 222(2)(first sentence) and (4), 229(1) consisting in the wording "vocational practice shall be considered as work performance for which an employee is entitled to a wage or salary", sections 238(2) and (3), 239, 240(1), 241, 245, 246(2)(first sentence), 276(1)(first sentence) and (2) to (5), 277 consisting in the wording "the undertaking (employer) shall create, at own costs, the conditions which will enable the employees' representatives the proper exercise of their function (office)", sections 278(1) to (3), (4)(second and third sentence), 279(1)(a), (b), (e) to (h) and (3), 280(1), 281(5), 288 to 299, 308(1) as regards its introductory wording and (b), sections 309(4) and (5), 316(4) consisting in the wording "the employer may not require from an employee the information in particular of" and (a), (c), (d), (e), (g) and (h) and further in the wording "the above shall not apply where there is a cause for it consisting in the nature of work to be performed provided that the requirement is adequate", sections 319, 321(3), 338(2), 339, 340 and 350(2) [with reference to section 2(1)(fourth sentence].

(2) The parties to labour relations (relationships) may not depart from sections 13(3), 15, 19 to 21, 24(2), 26(1), 27(1), 41(2) to (4), 61(4), 69, 70, 71, 87(4), 108(1), 113(1) to (3), 138, 141(3), 147(1), 148(1), 192(1) to (4), 193, 197(1), 210, 213(2) and (3), 216(3) and (5), 218(4), 220, 223(1) and (4), 225, 234(1) and (2), 281(1) to (4), 282 to 285, 286(1), 305, 307, 310, 320(4), 333(2), 348, 351 to 362(2) [with reference to section 2(1)(fifth sentence)].

PART FOURTEEN

TRANSITORY AND FINAL PROVISIONS

CHAPTER I

TRANSITORY PROVISIONS

Division 1

An Employer's Liability for Damage (Industrial Injuries and Occupational Diseases)

Section 364

(1) Labour (industrial) relations having arisen before 1 January 2007 shall also be governed by this Code, unless further provided for otherwise.

(2) Legal acts concerning the creation, modification and termination of an employment relationship, an agreement on work performance or an agreement on working activity as well as other legal acts made before 1 January 2007, even if their legal effects occur only after this day, shall be governed by the hitherto statutory provisions.

(3) Employment relationships based on an election or appointment under the hitherto statutory provisions shall be considered as employment relationships based on an employment contract; however this shall not apply to an employment relationship of the following:

(a) the head of a government agency (Note 7);

(b) the head official or the head of a certain authority or office (Note 104);

(c) the head of a government agency's branch (Note 7);

(d) the director of a state enterprise (Note 13);

(e) the head (manager) of a state enterprise's branch (Note 13);

(f) the head of a state fund if it is headed by an individual (Note 14);

(g) the head of an organization receiving contributions from the state (public) budget (Note 15);

(h) the head (manager) of a branch (an establishment) of an organization receiving contributions from the state budget (Note 15);

(i) the director (schoolmaster) of a school which is a legal entity (Note 16); and

(j) where appointment to office is governed by another Act.

(4) The rights (entitlements) from an industrial injury which occurred before the legal force of the statutory regulation of employees' accident insurance and the rights from an occupational disease having been ascertained before the legal force of the statutory regulation of employees' accident insurance, the rights to compensation of damage (damages, indemnity) on which a final ruling was passed or on which an agreement was concluded or in respect of which compensation was being provided before the legal force of the statutory regulation of employees' accident insurance, shall be governed by the hitherto statutory provisions.

(5) Compensation for damage from an industrial injury having occurred before the legal force of the statutory regulation of employees' accident insurance or compensation for damage from an occupational disease having been ascertained before the legal force of the statutory regulation of employees' accident insurance, and which was not being provided, shall be governed by the hitherto statutory provisions. In these cases, compensation for damage shall be provided by the body being competent to do so under the statutory regulation of employees' accident insurance.

(6) The rights (entitlements) from an industrial injury having occurred before 1 January 1993 or the rights from an occupational disease having been ascertained before 1 January 1993 to compensation for damage on which a final ruling was passed or on which an agreement was concluded or in respect of which compensation was being provided, and the satisfaction of which is not covered by the statutory employer's liability insurance (for damage in the case of an industrial injury or an occupational disease under the Labour Code, No. 65/1965 Coll., as amended) or by the mandatory contractual insurance (under other statutory provisions), shall be governed by the hitherto statutory provisions, unless this Code provides for further otherwise.

(7) Compensation for a loss of earnings after the termination of incapacity for work and compensation for the cost of survivors' maintenance that is relevant (appropriate) at the day preceding the day when the statutory regulation of employees' accident insurance comes into legal force shall be regarded as an accident annuity and a survivor's accident annuity under the regulation of employees' accident insurance as of the day when the statutory regulation of employees' accident insurance takes legal effect; the amount of an accident annuity or a survivor's accident annuity may not be less than compensation for a loss of earnings after the termination of incapacity for work or compensation for the cost of survivors' maintenance to which the injured person or the survivor concerned was entitled at the day preceding the day of the legal force of the statutory regulation of employees' accident insurance.

(8) Rights to compensation for damage arisen from an industrial injury which occurred before 1 January 1993, or rights to compensation for damage arisen from an occupational disease which was diagnosed before 1 January 1993 if a final ruling on the said rights was passed or an agreement on them was concluded or compensation for damage arisen therefrom was being provided and where the duty to satisfy such claim passed to the State (Government) before the day of legal force of the statutory regulation concerning employees' accident insurance shall be

governed by the hitherto statutory provisions; compensation for a loss of earnings after the termination of incapacity for work and compensation for the cost of maintenance of survivors at the day preceding the day of legal force of the statutory regulation concerning employees' accident insurance shall be regarded as accident annuity and a survivor's accident annuity under the statutory regulation of employees' accident insurance. The amount of accident annuity and a survivor's accident annuity may not be lower than the amount of compensation for a loss of earnings after the termination of incapacity for work or compensation for the cost of maintenance of survivors as such compensation was due to the injured or the survivor concerned at the day preceding day of the legal force of the statutory regulation of employees' accident insurance.

(9) Rights to compensation for damage arisen from an industrial injury which occurred before 1 January 1993 or rights to compensation for damage arisen from an occupational disease which was diagnosed before 1 January 1993 if a final ruling on the said rights was passed or an agreement on them was concluded or compensation for damage was provided, where their satisfaction is not covered by the statutory employers' liability insurance under the Labour Code, No. 65/1965 Coll., in the wording of Act No. 231/1992 Coll., or by statutory contractual insurance under other statutory provisions, and if the employer's undertaking is wound up, shall be satisfied by such employer (undertaking) determined thereto by the body having decided on the winding-up of the original employer's undertaking. In the case of winding-up which is connected with liquidation, the duty pursuant to the first sentence shall be passed to the liquidator, or to the State (Government). Where the duty to satisfy the rights pursuant to the first sentence arose after the legal force of the statutory regulation of employees' accident insurance, the satisfaction of the said rights shall be governed by the statutory regulation of employees' accident insurance. Compensation for a loss of earnings after the termination of incapacity for work and compensation for survivors' cost of maintenance at the day preceding the day of the legal force of employees' accident insurance shall be regarded as accident annuity and survivor's accident annuity as of the day of the legal force of the statutory regulation of employees' accident insurance; its amount may not be lower than the amount of compensation for a loss of earnings after the termination of incapacity for work or compensation for the maintenance cost of survivors as it was due to the injured or the survivor at the day preceding the day of legal force of the statutory regulation of employees' accident insurance.

Subdivision 1
Common Provisions

Section 365

As of the legal force of this Code until the legal force of the statutory regulation of employees' accident insurance, the employers' liability for damage caused by industrial injuries and occupational diseases shall be governed by the provisions of this Chapter, and by sections 272 to 274, 193(2) and 205d of the Labour Code, No. 65/1965 Coll. (as amended by Acts No. 231/1992 Coll., No. 74/1994 Coll., No. 220/2000 Coll.) and by Decree No. 125/1993 Coll., as amended.

Subdivision 2
Scope of Liability

Section 366

(1) The employer shall be liable to his employee for damage arisen from an industrial injury if such damage arose in performance of working tasks or in direct connection therewith.

(2) The employer shall be liable to his employee for damage arisen from an occupational disease if before its ascertainment the employee was working at the employer's undertaking under the conditions from which the employee's occupational disease arose.

(3) A disease which arose before its inclusion in the list of occupational diseases shall be compensated as an occupational disease from the time of its inclusion in the said list and retroactively for a maximum period of three years before the inclusion of such disease in the said list.

(4) The employer shall be liable to compensate damage even if he fulfilled the duties ensuing from the statutory provisions and regulations for safeguarding occupational safety and health at work unless the employer relieves himself, fully or partially, from his liability.

Section 367

(1) The employer shall be fully relieved from his liability if the employer proves that:

(a) the afflicted employee, through own fault, violated statutory provisions and other regulations or instructions concerning occupational safety and health although he was properly acquainted with them and their knowledge and observation were systematically required and checked, or

(b) due to drunkenness of the afflicted employee or due to the employee's misuse of addictive substances, the employer could not prevent such damage,

and that such fact was the only cause of damage.

(2) The employer shall be partly relieved from his liability for damage if the employer proves that:

(a) damage arose due to the facts under subsection (1)(a) and/or (b) and these facts were one of the causes of such damage;

(b) damage arose because the employee acted contrary to normal conduct and although he did not violate the relevant statutory provisions and other regulations of instructions for safeguarding occupational safety and health at work, he acted recklessly, and considering his qualification and experience, he must have been aware that he could cause damage (harm) to

his health. However, common carelessness and conduct arising from risks of such employee's work may not be considered as recklessness.

(3) Where the employer is partially relieved of his liability, the employer shall determine such part of damage for which the employee concerned is liable with regard to the degree of his fault; however in the case under subsection (2)(b), the employer shall settle at least one third of the damage.

(4) In considering whether an employee violated statutory provisions and other regulations on safeguarding occupational safety and health, the employer may not plead (as a defence) general provisions under which everyone should act in such a manner so as not to put one's health and health of others at risk.

Section 368

The employer may not be relieved of his liability, fully or partly, in the case that the employee sustained an industrial injury when he was averting some imminent danger to the employer's property or direct threat to life or health, provided that the employee did not wilfully cause such situation.

Subdivision 3
Types of Compensation

Section 369

(1) Where an employee has sustained an industrial injury or has been diagnosed as having an occupational disease, he shall be compensated by his employer, within the scope for which the employer is liable, for:

(a) a loss of earnings;

(b) pain and lesser (aggravated) employability;

(c) the purposefully incurred costs related to medical treatment;

(d) material damage; the provision of section 265(3) shall apply thereto.

(2) Without undue delay, the employer shall consult the manner and the amount of compensation with the trade union organization and the employee.

Section 370
Compensation for a Loss of Earnings During Incapacity for Work

(1) An employee shall be entitled to compensation for a loss of earnings for a period of incapacity for work in an amount equal to the difference between his average earnings before the occurrence of damage caused by an industrial injury or an occupational disease and the full amount of his compensatory wage(s) or salary under section 192 and full sickness benefit.

(2) Compensation for a loss of earnings under subsection (1) shall be due to the employee even in the case of his further (another) incapacity for work due to the same industrial injury or occupational disease. Average earnings before the occurrence of damage pursuant to the first sentence shall be the employee's average earnings before the occurrence of this further damage. Where before the occurrence of this further damage the employee was entitled to compensation for a loss of earnings after the termination of his incapacity for work, compensation for a loss of earnings under subsection (1) shall be provided to the employee up to the amount to which he would have been entitled after the termination of incapacity for work had he not been unfit for work again. Earnings after an industrial injury or after ascertainment of an occupational disease shall mean compensatory wage(s) or salary under section 192 and sickness benefit.

Section 371
Compensation for a Loss of Earnings after the Termination of Incapacity for Work

(1) After the termination of incapacity for work or on recognition of full or partial disability the employee shall be entitled to compensation for a loss of earnings in an amount of the difference between his average earnings before the occurrence of damage and the earnings attained after the industrial injury or after the ascertainment (diagnosis) of an occupational disease, including, if appropriate, full or partial disability pension paid to him due to the same cause. An increase in the disability pension because he is bedridden, or a decrease in this pension under the social security statutory provisions, or the employee's earnings resulting from his increased work efficiency (efforts) shall not be taken into consideration.

(2) The employee shall also be entitled to compensation for a loss of earnings in the case of incapacity for work due to a reason (cause) other than his original industrial injury or occupational disease; earnings after an industrial injury or the ascertainment of an occupational disease shall mean to be those earnings on which the amount of sickness benefit is calculated.

(3) After the termination of incapacity for work or on the recognition of full or partial disability, the employee, who is entered in the registry of job seekers, shall also be entitled to compensation for a loss of earnings; earnings after an industrial injury or after the ascertainment of an occupational disease shall mean earnings in the amount of the minimum wage (section 111). Where after the termination of incapacity for work the employee had been receiving compensation for a loss of earnings before he became a job seeker, he is entitled to such compensation in the amount to which his right arose during his employment relationship.

(4) Where the employee, without his fault, attains earnings lower than the other employees carrying out the same work or work of the same type for the same employer (undertaking), average earnings attained by the other employees shall be considered as the earnings of this employee who is after an industrial injury or whose occupational disease has been diagnosed.

(5) The employee, who without serious reasons refuses to take up work which the employer has arranged for him, shall be entitled to compensation for a loss of earnings under subsection (1) only in an amount of the difference between his average earnings before the occurrence of the damage and the average earnings which he could have attained by performing work having been arranged for him. The employer shall not compensate to the employee damage of up to the amount which the employee failed to earn without any good reason.

(6) The employee shall be entitled to compensation for a loss of earnings after the termination of incapacity for work, however at the utmost until the end of the calendar month when he attains the age of 65 years or until the day of award of his old-age retirement pension (paid from statutory pension insurance).

Section 372
Compensation for Pain and Lesser Employability

(1) Compensation for pain and lesser (aggravated) employability shall be paid as a lump sum.

(2) The Ministry of Health in agreement with the Ministry of Labour and Social Affairs shall lay down in a Decree the amount of up to which such compensation may be provided and the manner of its determination in individual cases.

Section 373
Purposefully Incurred Costs Related to Medical Treatment

Purposefully incurred costs related to medical treatment shall be compensated to the person having incurred such costs.

Section 374

Damage under this Code shall not be any possible loss of pension.

Subdivision 4
Types of Compensation on an Employee's Death

Section 375

(1) Where an employee dies as a consequence of an industrial injury or an occupational disease, the employer shall, within the extent of his liability:

(a) compensate purposefully incurred costs connected with the employee's medical treatment;

(b) compensate adequate costs connected with the employee's funeral;

(c) compensate the costs of the survivors' maintenance;

(d) lump-sum indemnification to the survivors;

(e) material damage; the provision of section 265(3) shall apply thereto.

(2) The rights under subsection (1) shall not depend on the fact whether the employee before his death claimed his rights to compensation for damage (damages) within the fixed time-limit.

Section 376
Compensation for Purposefully Incurred Costs Connected with Medical Treatment and Funeral

(1) Compensation for purposefully incurred costs connected with medical treatment and compensation for adequate costs connected with the funeral shall be provided to the person who incurred the said costs. The adequate costs connected with the funeral shall be reduced by the funeral grant (funeral allowance) provided under other statutory provisions.

(2) Compensation for adequate costs connected with the funeral shall be expense charged by the undertaker concerned, cemetery charges, the cost of a tombstone of up to CZK 20,000, or the cost of a modification of a tombstone, travel (travelling) expenses and one-third of the cost of common mourning clothes to close persons (section 116 of the Civil Code).

(3) The Government may increase the limit for compensation of the tombstone cost under subsection (2) in accordance with the changes in the price level.

Section 377
Compensation of the Cost of Survivors' Maintenance

(1) Compensation for the cost of survivors' maintenance shall be due to those survivors whom the deceased maintained, or was under the duty to maintain, until the day until which he would have been under such duty, however not longer than the time when the deceased would have reached the age of 65 years.

(2) Compensation for the cost under subsection (1) shall be due to the survivors in the amount of 50% of the deceased employee's average earnings, as ascertained before his death, if he maintained, or was under the duty to maintain, one person, or 80% of his average earnings if he maintained, or was under the duty to maintain, two or more persons. The amounts pursuant to the first sentence shall be reduced by the pension benefit awarded to the survivors. The earnings of the survivors shall not be taken into consideration.

(3) The compensation for the cost of the survivors' maintenance shall be based on the deceased employee's average earnings; the compensation for the cost of all the survivors' maintenance may not, in total, exceed the amount which the deceased employee would have been granted as compensation for a loss of earnings under section 371, and may not be provided longer than the compensation would have been paid to the deceased employee under section 371(6).

Section 378
Lump-Sum Indemnification to Survivors

(1) Indemnification in the form of a lump sum shall be due to the deceased employee's spouse or maintained child where each of them will be paid CZK 240,000; if the deceased employee's parents lived with the deceased in one household, they shall be paid in total CZK 240,000.

(2) The Government may increase the amount of the lump-sum indemnification in accordance with the changes in wages and living costs.

Section 379
Compensation for Material Damage

Compensation for material damage shall be due to the deceased employee's heirs.

Subdivision 5
Joint and Specific Provisions on Liability for Damage

Section 380

(1) For the purposes of this Code, “industrial injury” („pracovní úraz”) shall mean damage (harm) to an employee's health, which occurred independently of his will, and which was caused by a short-term, sudden and violent impact of extraneous forces (influences).

(2) An injury which an employee sustained in connection with performance of his working tasks shall also be regarded as an industrial injury.

(3) An injury which occurred to an employee during his journey to work and back home shall not be considered as an industrial injury.

(4) Occupational diseases shall be diseases which are laid down in other statutory provisions.

Section 381

Compensation for a loss of earnings during an employee's incapacity for work and compensation for a loss of earnings after the termination of an employee's incapacity for work for the same cause are separate rights (i.e. they are not concurrent entitlements).

Section 382

Compensation for a loss of earnings and compensation for the cost of survivors' maintenance shall be paid out regularly once per month, unless the parties have agreed otherwise.

Section 383

Where the employer's liability for damage in the case of industrial injuries and/or occupational diseases is limited, section 367 shall apply.

Section 384

(1) The employer who compensated damage to the injured person is entitled to claim

compensation for such damage (i.e. damages) from the person who, under the Civil Code, is liable for the said damage, and the scope of claim shall correspond to the degree of that person's liability towards the injured person, unless otherwise agreed in advance.

(2) Where compensation for damage in the case of an occupational disease is concerned, the employer who compensated such damage, is entitled to compensation from all employers for whom the afflicted employee was working under the conditions which caused the employee's occupational disease, and this compensation must be in proportion to the length of time for which the employee was working for them under the said conditions.

(3) Where damage to health other than an industrial injury or an occupational disease is involved, the manner and scope of compensation for it shall be subject to the provisions on industrial injuries.

Section 385

If the employee who at the time when he sustained an industrial injury or when his occupational disease was diagnosed was employed in two or more employment relationships or worked on the basis of an agreement on work performed outside an employment relationship, the amount of compensation for a loss of earnings shall be calculated on the basis of his average earnings attained in all such labour relationships with regard to the time for which these labour relationships could last.

Section 386

(1) An employee, who sustained an industrial injury or whose occupational disease was ascertained while he was employed in a fixed-term employment relationship or while he carried out work on the basis of an agreement on working activity concluded for a fixed term, shall be entitled to compensation for a loss of earnings only until the time when his labour relationship was due to terminate.

(2) Where a recipient of old-age (retirement) pension benefit or disability pension benefit sustains an industrial injury or his occupational disease is diagnosed, he is entitled to compensation for a loss of earnings while his employment continued provided that he did not stop being employed due to a reason unrelated to his industrial injury or occupational disease; where he does not work due to reasons (causes) relating to his industrial injury or occupational disease, he is entitled to compensation for a loss of earnings for the period for which, with regard to his state of health prior to the industrial injury or occupational disease, he could be expected to work. The provision of section 371(6) shall apply thereto.

Section 387

(1) "A journey to and from work" shall mean a journey from an employee's home (accommodation) to the point of entry into the employer's (undertaking's) premises or to another place determined for performance of working tasks and a return journey; in the case of employees in forestry, agriculture and construction (civil engineering), it shall further include a journey to the determined place of assembly and a return journey to such place (point).

(2) A journey from the municipality (village), where an employee has his home address, to the place of work or to his (temporary) accommodation in another municipality (village) (unless it is concurrently the municipality of his regular workplace) and a return journey shall be regarded as an act that is necessary prior to the beginning of work and after its conclusion.

Section 388

In exceptional cases, the court may adequately increase the amount of compensation (indemnification) laid down in the implementing Decree [section 372(2)].

Section 389

An employee's rights to compensation for a loss of earnings due to an industrial injury or an occupational disease or some damage (harm) to health other than an industrial injury or occupational disease and the rights to the compensation of the cost of survivors' maintenance shall not become statute-barred. However, the rights to individual payments arising therefrom shall become statute-barred.

Section 390

(1) In the case that the facts, which were decisive for the determination of compensation for damage to the injured person significantly change, the injured person and the employer may demand that their rights and duties be modified (altered) as appropriate.

(2) The Government may amend the conditions, the amount (level) and manner of providing compensation for a loss of earnings to employees after termination of their incapacity for work arisen from an industrial injury or an occupational disease with regard to changes in wages; this shall also apply to compensation of the cost of survivors' maintenance.

Section 391

(1) Pupils (students) of a secondary school, a vocational secondary school, an apprentice centre,

a higher vocational school or students of a university are liable to the school or legal entity or the natural person for damage which they caused during their theoretical lessons or practical training or in direct connection therewith. Where damage occurred at some school establishment during activities outside lessons, the pupils (students) are liable for such damage to the school establishment (facility).

(2) The relevant school shall be liable for damage having arisen to pupils of elementary schools, artistic elementary schools and special educational treatment schools during lessons or in direct connection therewith; the school establishment shall be liable for damage having arisen during (training) activities outside lessons. Where the school or school establishment does not act in legal relations in its own name and if it does not bear the liability arising from legal relations, the incorporator of the school or school establishment shall be liable.

(3) The relevant school shall be liable to pupils (students) of secondary schools (grammar schools, vocational secondary schools and vocational training establishments), higher vocational schools, conservatories and language schools (where state-recognized closing language examinations are passed) for damage arisen to them due to a breach or statutory duties or by an injury during theoretical lessons or practical training or in direct connection therewith (within the school building). Where damage occurred during practical training at the premises of a legal entity or natural person, or in direct connection with such practical training, the legal entity or natural person in whose premises the training took place, shall be liable for the said damage. Where damage occurred at some school establishment (facility) outside lessons, the school establishment (facility) shall be liable. Where a school or school establishment (facility) does not act in legal relations in its own name and does not bear liability itself, its incorporator shall be liable.

(4) The relevant university shall be liable to students for damage having arisen to them due to a breach of statutory duties (on the part of such university) or by an injury during theoretical lectures or practical training, or in direct connection therewith, within the university premises, Where damage occurred during practical training or theoretical lectures, or in direct connection therewith, within the premises of another legal entity or a natural person, this entity or natural person shall be liable.

(5) The relevant educational establishment (facility) shall be liable to natural persons in institutional care (adjudicated treatment) for damage caused to them by a breach of statutory duties or by an injury.

Section 392

(1) Where individuals (natural persons) exercise public office or officials of trade union organizations exercise their (trade union) activities and damage occurs while they exercise their office or in direct connection therewith, the liability shall be borne by the entity on behalf of which they exercise their office; the said individuals and officials are then liable towards the entity (person) on behalf of which they exercise their office.

(2) The person (entity or natural person) in whose premises disabled persons are trained for their

occupation under other statutory provisions (without being in an employment relationship) shall be liable to these disabled persons for damage caused to them by an industrial injury during the said training.

Section 393

(1) Members of voluntary fire-fighting corps and mine rescue corps if they sustain an injury during their activity in the said corps shall be entitled to compensation for damage. The liability shall be borne by the entity in respect of which these corps have been established.

(2) Individuals (natural persons) who help during a natural disaster or during the removal of its consequences in response to an appeal by central administrative authorities (agencies) or local authorities or the chief of an emergency squad, and in accordance with the instructions, or with the knowledge of the relevant authority or the chief of such emergency squad, and who sustain an injury, shall be entitled to compensation. The liability shall be borne by the relevant central administrative authority (agency) or local authority, unless another Act provides for otherwise.

(3) Individuals, who carry out voluntary tasks within the framework of activities organized by local authorities (e.g. in improving surroundings) and who sustain an injury, shall be entitled to compensation. The liability shall be borne by the person (entity) for which they were working when the injury occurred.

(4) Where an injury occurs, during performance of relevant tasks, to co-operative members (working for their co-operative), the Red Cross health care personnel, blood donors during blood taking, and to members of the Mountain Rescue Service as well as to individuals who at the request of the Mountain Rescue Service and under its instructions assist during some rescue operation in the field, and to individuals who perform voluntary social security care service or to individuals who are authorized by their employer to exercise some office or to carry out some activity, these individuals are entitled to compensation. The liability for damage shall be borne by the entity for which the individuals exercised their activity.

Division 2

Application of Implementing Statutory Provisions (Regulations)

Section 394

(1) Until the promulgation (legal force) of implementing statutory provisions (regulations) with regard to sections 104(6), 105(7), 123(6)(a), 137(3), 189(6), 238(2) and 246(2) and (4), the following Decrees shall apply:

(a) Government Decree No. 495/2001 Coll. (concerning personal protective aids, washing

agents, detergents and disinfectants);

(b) Government Decree No. 447/2000 Coll. (concerning the regulation of funds for salaries and standby remuneration);

(c) Government Decree No. 494/2001 Coll., as amended (concerning keeping records of industrial injuries and relevant reporting);

(d) Government Decree No. 469/2002 Coll., as amended (concerning occupational qualifications and remuneration conditions in public administration and services);

(e) Government Decree No. 289/2002 Coll., as amended (regarding the supply of information to the Salary Information System);

(f) Government Decree No. 62/1994 Coll., as amended (concerning reimbursement of certain expenses to employees posted abroad if such employees are employed by budgetary and similar organizations);

(g) Decree No. 288/2003 Coll. (laying down those types of work and workplaces prohibited to pregnant employees, breastfeeding employees and mothers until the end of the ninth month after childbirth and to adolescents, and laying down the conditions under which adolescents may carry out those types of work for the purpose of their occupational training).

(2) Until the legal force of the regulation of accident insurance, procedure under Decree No 440/2001 Coll., as amended, on compensation for pain and aggravation of employability shall apply.

CHAPTER II

FINAL PROVISIONS

Section 395

The following are hereby repealed:

1. Labour Code, No. 65/1965 Coll.;
2. Act No. 153/1969 Coll.;
3. Act No. 72/1982 Coll.;
4. Act No. 111/1984 Coll.;
5. Act No. 22/1985 Coll.;
6. Act No. 52/1987 Coll.;
7. Act No. 231/1992 Coll.;
8. Act No. 74/1994 Coll.;
9. Act No. 220/1995 Coll.;
10. Act No. 1/1992 Coll.;
11. Act No. 119/1992 Coll.;
12. Act No. 44/1994 Coll.;
13. Act No. 125/1998 Coll.;
14. Act No. 36/2000 Coll.;
15. Act No. 475/2001 Coll.;
16. Government Decree No. 108/1994 Coll.;
17. Government Decree No. 461/2000 Coll.;
18. Government Decree No. 342/2004 Coll.;
19. Government Decree No. 516/2004 Coll.;

20. Government Decree No. 252/1992 Coll.;
21. Government Decree No. 77/1994 Coll.;
22. Government Decree No. 333/1993 Coll.;
23. Government Decree No. 308/1995 Coll.;
24. Government Decree No. 356/1997 Coll.;
25. Government Decree No. 318/1998 Coll.;
26. Government Decree No. 132/1999 Coll.;
27. Government Decree No. 312/1999 Coll.;
28. Government Decree No. 163/2000 Coll.;
29. Government Decree No. 430/2000 Coll.;
30. Government Decree No. 437/2001 Coll.;
31. Government Decree No. 560/2002 Coll.;
32. Government Decree No. 464/2003 Coll.;
33. Government Decree No. 700/2004 Coll.;
34. Government Decree No. 303/1995 Coll.;
35. Government Decree No. 320/1997 Coll.;
36. Government Decree No. 317/1998 Coll.;
37. Government Decree No. 131/1999 Coll.;
38. Government Decree No. 313/1999 Coll.;
39. Government Decree No. 162/2000 Coll.;
40. Government Decree No. 429/2000 Coll.;
41. Government Decree No. 436/2001 Coll.;
42. Government Decree No. 559/2002 Coll.;
43. Government Decree No. 463/2003 Coll.;
44. Government Decree No. 699/2004 Coll.;

45. Government Decree No. 330/2003 Coll.;

46. Government Decree No. 637/2004 Coll.;

47. Article I of Government Decree No. 213/2005 Coll.;

48. Government Decree No. 307/2005 Coll.;

49. Government Decree No. 537/2005 Coll.;

50. Decree (Regulation) No. 140/1968 Coll.;

51. Decree (Regulation) No. 197/1994 Coll.;

52. Decree (Regulation) No. 172/1973 Coll.;

53. Decree (Regulation) No. 75/1967 Coll.;

54. Decree (Regulation) No. 45/1987 Coll.;

55. Decree (Regulation) No. 95/1987 Coll.;

56. Decree (Regulation) No. 96/1987 Coll.;

57. Decree (Regulation) No. 108/1989 Coll.;

58. Decree (Regulation) No. 104/1993 Coll.;

59. Decree (Regulation) No. 275/1993 Coll.;

60. Decree (Regulation) No. 18/1991 Coll.;

61. Decree (Regulation) No. 367/1999 Coll.

Section 396
Legal Force

(1) This Code shall take legal force on 1 January 2007.

(2) The provision of section 238(1) shall cease to apply on the day when the renouncement of the International Labour Organization's Underground Work (Women) Convention No. 45 of 1935 (No. 441/1990 Coll.) shall come into force.

Notes:

Note 1: Council Directive 91/533/EEC of 14 October 1991 on an employer's obligation to inform employees of the conditions applicable to the contract or employment relationship;

Council Directive 98/59/EC of 20 July 1998 on the approximation of the laws of the Member States relating to collective redundancies;

Council Directive 99/70/EC of 28 June 1999 concerning the framework agreement on fixed-term work concluded by ETUC, UNICE and CEEP;

Council Directive 97/81/EC of 15 December 1997 concerning Framework Agreement on part-time work concluded by UNICE, CEEP and the ETUC;

Council Directive 94/45/EC of 22 September 1994 on the establishment of a European Works Council or a procedure in Community-scale undertakings and Community-scale groups of undertakings for the purposes of informing and consulting employees (as amended by Directive 97/74/EC);

Directive 2002/14/EC of the European Parliament and of the Council of 11 March 2002 establishing a general framework for informing and consulting employees in the European Community;

Article 13 of the Council Directive 2001/86/EC of 8 October 2001 supplementing the Statute for a European company with regard to the involvement of employees;

Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses;

Directive 96/71/EC of the European Parliament and of the Council of 16 December 1996 concerning the posting of workers in the framework of the provision of services;

Council Directive 96/34/EC of 3 June 1996 on the framework agreement on parental leave concluded by UNICE, CEEP and the ETUC;

Directive 2003/88/EC of the European Parliament and of the Council of 4 November 2003 concerning certain aspects of the organisation of working time;

Council Directive 94/33/EC of 22 June 1994 on the protection of young people at work;

Council Directive 91/383/EEC of 25 June 1991 supplementing the measures to encourage improvements in the safety and health at work of workers with a fixed-duration employment relationship or a temporary employment relationship;

Council Directive 89/391/EEC of 12 June 1989 on the introduction of measures to encourage improvements in the safety and health of workers at work;

Council Directive 89/656/EEC of 30 November 1989 on the minimum health and safety requirements for the use by workers of personal protective equipment at the workplace [third individual directive within the meaning of Article 16(1) of Directive 89/391/EEC];

Council Directive 92/85/EEC of 19 October 1992 on the introduction of measures to encourage improvements in the safety and health at work of pregnant workers and workers who have recently given birth or are breastfeeding [tenth individual Directive within the meaning of Article 16(1) of Directive 89/391/EEC];

Council Directive 75/117/EEC of 10 February 1975 on the approximation of the laws on the Member States relating to the application of the principle of equal pay for men and women;

Council Directive 76/207/EEC of 9 February 1976 on the implementation of the principle of equal treatment for men and women as regards access to employment, vocational training and promotion, and working conditions;

Council Directive 2000/43/EC of 29 June 2000 implementing the principle of equal treatment between persons irrespective of racial or ethnic origin;

Council Directive 2000/78/EC of 27 November 2000 establishing a general framework for equal treatment in employment and occupation

Note 2: e.g. Public Servants Act (Public Service Act), No. 218/2002 Coll., as amended;

Act No. 361/2003 Coll.

Note 3: section 226 of the Commercial Code

Note 4: Act on Courts and Judges, No. 6/2002 Coll., as amended;

Public Prosecutor Act (Prosecuting Attorney Act), No. 283/1993 Coll., as amended;

Public Servants Act

Note 5: Public Servants Act;

Act on Officials of Self-Governing Local Area Units (Entities), No. 312/2002 Coll., as amended;

Universities Act, No. 111/1998 Coll., as amended;

Ombudsman Act, No. 349/1999 Coll., as amended;

Probation and Mediation Service Act, No, 257/2000 Coll.

Note 6: e.g. Act on Property of the Czech Republic and its Representation in Legal Relations, No. 219/2000 Coll., as amended

Note 7: sections 3 and 51 of Act No. 219/2000 Coll.

Note 8: section 6(2)(d) of the Citizens' Association Act, No. 83/1990 Coll.

Note 9: omitted

Note 10: section 16(2) of the Citizens' Association Act

Note 11: Collective Bargaining Act, No. 2/1991 Coll., as amended

Note 12: e.g. Act No. 451/1991 Coll., as amended

Note 13: State Enterprise Act, No. 77/1997 Coll.

Note 14: e.g. Act No. 256/2000 Coll., as amended;

Act No. 211/2000 Coll., as amended

Note 15: section 54 of Act No. 219/2000 Coll., as amended

Note 16: section 131 of the Schools Act, No. 561/2004 Coll.

Note 17: e.g. section 37(1) of the Pension Insurance Act, No. 155/1995 Coll., as amended

Note 18: section 66 of the Employment Act

Note 19: section 4(1) of Act No. 98/1987 Coll., as amended

Note 20: sections 89 to 101 of the Employment Act

Note 21: section 56(2)(b) of the Sickness Insurance Act

Note 22: omitted

Note 23: Public Holidays Act, No. 245/2000 Coll., as amended

Note 24: Act No. 56/2001 Coll.

Note 25: Act No. 13/1997 Coll., as amended

Note 26: section 3(1)(a) to (c) of the Railways Act, No. 266/1994 Coll., as amended

Note 27: section 2(c) of Decree 175/2000 Coll.

Note 28: Civil Aviation Act, No. 49/1997 Coll., as amended

Note 29: Act No. 114/1995 Coll., as amended

Note 30: section 18(1) of Act No. 49/1997 Coll., as amended

Note 31: section 67 of Act No. 133/1985 Coll., as amended

Note 32: section 37 of Act No. 258/2000 Coll., as amended

Note 33: Act No. 379/2005 Coll.

Note 34: Government Decree No. 21/2003 Coll.

Note 35: Act No. 167/1998 Coll., as amended

Note 36: e.g. Act No. 251/2005 Coll.;

Act No. 61/1988 Coll., as amended;

Act No. 18/1997 Coll., as amended

Note 37: omitted

Note 38: section 39 of Act No. 258/2000 Coll.

Note 39: e.g. Act No. 201/1997 Coll., as amended

Note 40: Act No. 128/2000 Coll., as amended;

Act No. 129/2000 Coll., as amended;

Act No. 131/2000 Coll., as amended

Note 41: section 124 of the Schools Act

Note 42: Price Act, No. 526/1990 Coll., as amended

Note 43: Act No. 151/1997 Coll., as amended

Note 44: sections 24 to 26 of Act No. 250/2000 Coll.

Note 45: section 2 of Act No. 563/2004 Coll.

Note 46: Schools Act

Note 47: Act No. 563/2004 Coll.

Note 48: Public Administration Information Systems Act, No. 365/2000 Coll., as amended

Note 49: Personal Data Protection Act, No. 101/2000 Coll., as amended

Note 50: section 16(1) of the Czech National Bank Act, No. 6/1993 Coll., as amended

Note 51: Execution Code, No. 121/2001 Coll., as amended

Note 52: Administration of Taxes Act, No. 337/1992 Coll., as amended

Note 53: Administration Procedure Code, No. 500/2004 Coll., as amended

Note 54: sections 276 to 302 of the Civil Procedure Code;

Act No. 119/2001 Coll.

Note 55: section 277 of the Civil Procedure Code

Note 56: Act No. 499/2004 Coll., as amended

Note 57: e.g. Act No. 236/1995 Coll., as amended

Note 58: section 57 of the Act No. 187/2006 Coll.

Note 59: Act No. 258/2000 Coll., as amended

Note 60: Act No. 187/2006 Coll.

Note 61: section 26 of Act No. 187/2006 Coll.

Note 62: section 48(2) of Act No. 187/2006 Coll.

Note 63: section 33 of Act No. 187/2006 Coll.

Note 64: sections 21 and 22 of Act No. 187/2006 Coll.

Note 65: section 31 of Act No. 187/2006 Coll.

Note 66: section 56(2)(b) of Act No. 187/2006 Coll.

Note 67: section 83(2)(b) of Act No. 187/2006 Coll.

Note 68: section 7(12) of the State Social Support Act, No. 117/1995 Coll., as amended

Note 69: e.g. Council Decision 2003/479/EC of 16 June 2003 concerning the rules applicable to national experts and military staff on secondment to the General Secretariat of the Council

Note 70: e.g. section 7(5) of Act No. 104/2000 Coll., as amended;

sections 15(9) and 83(11) of the Universities Act;

section 184 of the Schools Act;

section 38 of Act No. 95/2004 Coll.;

section 90(1) of Act No. 96/2004 Coll.

Note 71: e.g. section 200 of the Commercial Code

Note 72: Universities Act

Note 73: Decree on Cultural and Social Needs Fund, No. 114/2002 Coll., as amended

Note 74: e.g. section 24(2) of Act No. 563/2004 Coll.;

section 22(5) of Act No. 95/2004 Coll.;

sections 51(9) and 54(4) of Act No. 96/2004 Coll.

Note 75: Decree No. 430/2001 Coll.

Note 76: sections 76 to 84 of the Employment Act

Note 77: sections 42 to 44 of Act No. 187/2006 Coll.

Note 78: e.g. section 17 of the Commercial Code;

Act No. 412/2005 Coll.

Note 79: section 200x of the Civil Procedure Code

Note 80: section 21 of the Commercial Code

Note 81: Bankruptcy and Composition Act, No. 328/1991 Coll., as amended

Note 82: Act No. 627/2004 Coll.

Note 83: Act No. 219/1999 Coll., as amended

Note 84: Act No. 312/2002 Coll., as amended

Note 85: section 172(2) of the Schools Act

Note 86: section 94(2) of the Universities Act

Note 87: section 2(1) of the Commercial Code

Note 88: Act No. 159/2006 Coll.

Note 89: section 66(1) of Decree 182/1991 Coll.

Note 90: sections 39 to 57 of the Employment Act

Note 91: Article 49 of the Treaty establishing the European Community

Note 92: section 53 of Act No. 218/2000 Coll., as amended

Note 93: section 278 of the Civil Procedure Code

Note 94: Postal Services Act, No. 26/2000 Coll., as amended

Note 95: Electronic Signature Act, No. 227/2000 Coll., as amended

Note 96: e.g. Act No. 21/2006 Coll.

Note 97: e.g. the Commercial Code;

Act No. 328/1991 Coll., as amended

Note 98: Decree No. 342/1997 Coll., as amended

Note 99: Decree No. 290/1995 Coll.

Note 100: Act No. 589/1992 Coll., as amended

Note 101: Act No. 592/1992 Coll., as amended;

Act No. 48/1997 Coll., as amended

Note 102: section 38h of the Income Taxes Act, No. 586/1992 Coll., as amended

Note 103: section 67 of the Employment Act

Note 104: section 2(5) of Act No 312/2002 Coll., as amended

ANNEX TO ACT No. 262/2006 Coll.
SALARY GRADE CHARACTERISTICS

1st Salary Grade

Work consisting of plain repetitive work operations. Work with individual objects, simple aids and hand tools, without links to other processes and activities. Performance of individual handling operations with individual low-weight pieces and objects (of up to 5 kg). Common demands on sensory functions. Work in favourable external conditions.

2nd Salary Grade

Work of the same type performed in accordance with a precisely specified assignment and precisely defined outputs, with a possible minor variance, with framework links to other processes. Work with several elements forming a set, e.g. handling objects requiring a special treatment (e.g. fragile, heavy, flammable and infection-risk objects). Performance of individual operations within the framework of wider processes.

Long-term and one-sided strain affecting minor muscle groups (fingers, wrist) under a given work pace in slightly aggravated (e.g. climatic) external conditions. Types of work involving a possible risk of an industrial injury.

3rd Salary Grade

Types of work with precisely defined inputs and outputs and a generally specified procedure, with framework links to other processes. Work with sets and assemblies, having logical (purposeful) configuration, without links to other sets or assemblies. Possible liability (responsibility) for a threat to health and safety of co-workers within one team.

4th Salary Grade

Homogenous types of work (i.e. similar or identical types of work) within a framework assignment and with precisely specified outputs, with a reasonable option of selecting another procedure and with framework links to other processes (hereafter „simple skilled work”). Work with sets and assemblies of several individual elements with logical (purposeful) configuration and with partial links to other sets and/or assemblies. Types of work reckoning with simple work interrelationships.

Long-term and one-sided strain affecting larger muscle groups. Slightly increased psychic strain connected with independent resolving of a group of time-stable work operations in accordance with given procedures.

5th Salary Grade

Performance of simple skilled work, involving a number of interrelated elements forming a subsystem which is part of some whole system. Regulation of simple routine and handling

operations and processes within variable groups, teams and other unstable organizational units, without subordination of a group of employees, connected with liability for damage that cannot be removed by own efforts and within a short period of time.

Increased psychic strain arising from independent solution of tasks, mainly involving specific phenomena and certain diversified processes with demands on long-term memory, some imagination and foresight ability, comparison capability, attention and flexibility (the ability to find efficient solutions promptly). Precise sensory differentiation capability with regard to minor details. Long-term, one-sided and excessive strain on muscle groups due to handling objects of different weight, exceeding 25 kg.

6th Salary Grade

Performance of miscellaneous working tasks, within a certain framework, in accordance with common (standard) procedures, with predetermined (specified) outputs, and with links to other processes (hereafter „skilled work"). Work with integrated systems comprising a number of elements, with partial links to a small group (number) of other systems. Work co-ordination within variable groups.

Increased psychic strain resulting from independent solution of tasks, involving diversified specific phenomena and processes, with demands on foresight ability, comparison capability, attention ability and flexibility (the ability to find efficient solutions promptly). Increased sensory differentiation capability. Significant strain affecting large muscle groups; work in very difficult (arduous) working conditions.

7th Salary Grade

Types of skilled work with integrated separate systems, possibly broken down to partial subsystems, with links to other systems. Regulation and co-ordination. Liability (responsibility) for other persons' health and for damage that can only be removed by a group of other employees or for damage caused by persons acting on the basis of erroneous orders (instructions) or measures, where rectification of such damage requires a longer period.

Psychic strain (stress) arising from independent solution of tasks involving both specific and abstract phenomena and processes of a diversified nature. Demands on application capability, adjustability to various conditions, logical thinking and some imagination. High demand on identification ability with regard to very small details, signs or other visual important information and increased demands on vestibular apparatus. Excessive strain affecting large muscle groups in extreme working conditions.

8th Salary Grade

Arrangements for, and performance of, a wider set of skilled work, with inputs and procedure specified within a certain framework, and predetermined outputs constituting an integral element of wider processes (hereafter „specialized skilled work"). Work within a framework of complex systems, consisting of coherent subsystems, with close links to other systems, and with internal structure reaching even outside the framework of the given organization.

9th Salary Grade

Types of specialized skilled work where their object (subject-matter) is a comprehensive separate system comprising several homogenous subsystems or most complex independent sets. Co-ordination and regulation of skilled work.

Increased psychic stress arising from independent solution of a set of tasks, involving mainly abstract phenomena and processes, demands on intellectual capacity, comprehension and interpretation of phenomena and processes. High demands on memory capacity, flexibility, analysis and demands on vestibular apparatus. Extraordinary strain affecting the nervous system.

10th Salary Grade

Arrangements for a complex of activities with generally specified inputs, and outputs determined within a certain framework, with a considerable degree of variant solutions and procedures, with specific links to a broad range of processes (hereafter „system activities"). The activities concern a complex (comprehensive) system, comprising separate subsystems of a different nature, with fundamental internal and external links. Co-ordination and regulation of specialized skilled work.

11th Salary Grade

System activities, involving wide range of lines of activities (branches) with significant impact on other branches.

The exercise of these activities is connected with considerable psychic strain (stress) which arises from a great complexity of cognitive processes and higher degree of abstract thinking, imagination and generalization capabilities and the necessity to take decisions with regard to various criteria.

12th Salary Grade

A complex of system activities with variant general inputs, and outputs determined within a certain framework, with methods and procedures not specified in advance, and with broad links to other processes (hereafter „specialized system activities"), concerning lines (branches) of activities comprising systems with extensive external and internal links.

13th Salary Grade

Specialized system activities concerning a set of branches, or a branch having extensive internal structure and external links. Complex co-ordination and regulation of system activities.

High psychic stress arising from high demands on creative thinking capability. Searches for new procedures and methods and searches for new solutions by innovative methods. Transfer and application of methods and processes from other sectors and fields of activity. Decision-making within a framework of highly combinable, fairly abstractive and heterogenous phenomena and processes from different sectors and branches.

14th Salary Grade

Activities concerning unspecified inputs and solution procedures, and outputs generally determined within a certain framework, with broad links to other processes; creative and conceptual activities and systems co-ordination (hereafter „creative system activities"). The object (subject-matter) is a set of branches or a branch with extensive internal composition and numerous links to other branches and with impact on wide groups of inhabitants, or a complex of otherwise sophisticated branches. Co-ordination and regulation of specialized system activities.

15th Salary Grade

Creative system activities the object of which is one sector comprising mutually interrelated branches (lines of activity) or most sophisticated (demanding) branches of fundamental importance.

Very high psychic strain (stress), arising from high demands on creative thinking capability at a very high abstract level, with considerable variability and a high number of possible combinations of processes and phenomena, and demands on the capability of nonconventional system consideration in broadest context.

16th Salary Grade

Activities with unspecified inputs, solution methods (procedures) and outputs, with possible links to an entire spectrum of other activities, involving individual scientific branches and disciplines and other widest and most demanding (sophisticated) systems.