

PETERKA PARTNERS

YOUR CEE LAW FIRM

AMENDMENT TO CZECH
LABOUR CODE -
OVERVIEW OF THE MAJOR
CHANGES

Czech Republic

Slovakia

Ukraine

Bulgaria

Poland

Romania

Hungary

Croatia

1) Changes to teleworking

The Amendment sets general provisions related to the work performed by an employee in a place different from the employer's place of work.

Teleworking will need to be set in a **written agreement** between the employee and the employer.

The **content** of the agreement **remains up to the parties**.

The employer shall **reimburse** the employee for the **costs** associated with the performance of teleworking; such compensation will not be considered income for tax purposes.

The Amendment offers **three options** for the compensation:

- **Compensation of expenses incurred by the employee and proven to the employer;**
- **A lump fee per one hour of telework started** (such as gas, electricity, heating, etc.) in the amount stipulated by a ministerial decree, if it has been **agreed in writing or established by an internal regulation;**
- **No compensation if expressly agreed with the employee.**

Several categories of employees (e.g. pregnant employees, carers) may request the employer in writing for telework. If the employer does not grant the request, it must give **reasons**, in writing, **for its refusal**.

To be done:

- ***Prepare agreements on teleworking with the employees***
- ***Update internal regulations***
- ***Reconsider reimbursement of costs***

2) Changes to agreements outside an employment relationship

The currently-used Agreement on work performance (**AWP**) and the Agreement on working activity (**AWA**) remain in place with the following modifications.

The employer shall have the **obligation to provide an employee working based on an AWP or AWA with information to a similar extent as in the case of a standard employee with an employment contract** (see point 4 below).

The employer will newly be obliged to **schedule working time** also in the case of an AWP or AWA.

The employer will be obliged to inform employees working based on these Agreements of the **written working time schedule** at least **three (3) days before** the commencement of the shift or corresponding period, unless another term is agreed upon with the employee.

Employees will newly have the right to **paid leave** upon fulfilling legal conditions, **time-off** in case of obstacles to work and compensation for working on public holidays, weekends, night work and work in difficult working environments.

For the purpose of determination of the leave's term, the weekly working time shall be set as **20 hours per week**. This will result in higher costs for the employer.

Employees working under Agreements will have a **right to request in written form an employment contract**, if they have worked for the employer for at least 180 days in a 12-month period. The employer will be obliged to answer such request within one month and justify its standpoint (refusal).

The employer will also be obliged to **justify the termination** of an AWP or AWA upon the employee's request, if the employee supposes that the termination was given due to exercising some of his/her rights under the Labour Code.

To be done:

- **Modify the templates**
- **Update procedures regarding registration of working hours and payroll systems accordingly**

3) E-signing and E-delivery

3.1) Mutual agreements

The Amendment shall allow to a certain extent e-signing and easier e-delivery in labour matters.

It will be newly allowed to conclude, **electronically**

- Employment contracts,
- APWs and APAs,
- Their amendments,
- Mutual termination agreements

by means of a network or electronic communication service.

For this purpose, the employer will be obliged to obtain, **in writing, the employee's private email address** specifically for this purpose.

An employee will be entitled to **withdraw** in writing from an electronically-executed employment contract, AWA or APW and any amendments to them within **seven (7) days** of delivery of the document to his/her private email address, unless the employee has already commenced the work.

3.2) Delivery of certain employment related documents

The following documents:

- **Unilateral terminations**
- **Immediate termination**
- **Termination within trial period**
- **Other documents related to the termination of employment or AWP/AWA**, except for a mutual termination agreement,

shall be delivered in compliance with the following rules:

(i) **Delivery of documents by employer to employee**

The employer will still be obliged to deliver such documents to an employee **into his/her own hands**:

- **by handover at the employer's place of work**
- **by handover wherever the employee can be reached**
- **via data mailbox**, unless the employee blocked the delivery of documents from e-boxes of private persons
- **by means of an electronic communications network or service**, or
- **by means of a postal service operator.**

The employer may only deliver a termination via an electronic communications network or service if the employee granted the employer **consent in the form of a separate written declaration** and has provided the employer with his/her **own private electronic address** for delivery.

The employee must be **informed** prior to granting his/her consent **of the conditions of delivery** via electronic communications network or service **and legal deadline when the document is considered delivered.**

The employee can recall his/her consent at any time.

The document must be **signed by the employer with a recognized electronic signature.**

The document is considered as delivered as of the day when the employee acknowledges its receipt by electronic message. A simple message with no recognized electronic signature is sufficient.

If the employee does not acknowledge receipt of the document within 15 days of its delivery, it shall be deemed delivered on the last day of that period.

If the document sent to an employee's electronic address is returned to the employer as undeliverable, the delivery is ineffective.

(ii) Delivery of documents by employee to employer

Delivery to the employer remains mostly unaffected by the new Amendment.

The employee will now be entitled to deliver a document to the employer by means of an electronic communications network or service to the address notified to the employee for this purpose, regardless of whether the employer agrees with such way of delivery. The same applies for delivering documents to the data box of an employer.

To be done:

- ***Check the electronic communications network or service used by the employer or choose such service***
- ***Check the e-signatures used by the authorised persons***
- ***Obtain written information on employees' private emails***
- ***Obtain informed consent with delivery of documents to employees' private email addresses***
- ***Update or set up internal procedures regarding signing, communicating, delivery and storage of such documents***

4) Predictable working conditions – extended information duties

In addition to information which must be already provided to employees, the Amendment sets **new information** which the **employer is also obliged to notify the employee of**, in writing, **if not included in the employment contract**:

- Information on the amount of **paid leave** and determination of the length of leave;
- Information on the duration and conditions of the **trial period**;
- Information on the **procedure** to be respected by the employer and employee **for terminating employment**, including information on **notice periods**;
- Information on **professional development** if provided by the employer;
- Information on the **fixed weekly working time**, the method of scheduling working time, including the length of the compensation period if unequal scheduling applies, and the extent of **overtime**;
- Information on the extent of the **minimum continuous daily and continuous weekly rest periods** and meal and rest **breaks** or adequate rest and meal periods;
- Details of the **social security body** to which the employer pays the employee's social security contributions.

The Amendment shall shorten the deadline for the employer for providing employees with such information, from one month to **seven (7) days from the start of employment**.

Any **change** must be notified **without delay**, but **on the effective day at the very latest**.

In the case of electronic notification, the information must be accessible to employees who must be able to save or print it.

If an employer posts an employee to perform work in another country or to another EU Member State to perform work in the context of the transnational provision of services, and if not mentioned in an employment contract, the employer must inform the employee in writing, in advance, of various details stipulated by the Amendment.

To be done:

- ***Check current wording of contracts***
- ***Decide what shall be added or excluded from the contracts/agreements***
- ***Prepare appropriate information***
- ***Review and update electronic notification systems and proof/storage mechanisms***

5) Continuous rest

It is expressly stipulated that, as a general rule, the employer will be obliged to provide an employee over the age of 18 with at least **24 hours of uninterrupted rest during a week together** with **11 hours of uninterrupted daily rest** during 24 consecutive hours, which must immediately follow.

For a juvenile employee, the uninterrupted rest during a week remains 48 hours and shall follow the uninterrupted daily rest in the amount of 12 hours.

To be done:

- ***Review current procedures***

6) Changes and precisions regarding some protected employees

The request for taking parental leave must be filed, in writing, **at least 30 days before the entry into such leave**, unless serious reasons on the employee's side prevent it. The request must contain the **duration** of the parental leave.

Some protected employees, namely

- Employees caring for children under 15 years of age,
- pregnant employees, and
- employees having proven to take care, predominantly alone, of a dependant person specified by law

are still entitled to request to be assigned shorter working hours or other modification of their working hours, unless serious operational reasons prevent it.

An employee whose request to be assigned shorter working hours was granted, can request, in writing, the renewal or partial renewal of the original extent of working hours.

The **refusal** to grant any of above-mentioned requests **must be justified in writing**.

To be done:

- *Update internal procedures*
- *Duly proceed with the evaluation of requests*

7) Effectiveness

Once signed by the President, the Amendment shall be effective starting the first day of the month following the publication of the Amendment. **Most likely that day would be October 1, 2023.**

The new regulation of paid leave for employees working based on the agreements outside an employment relationship will be effective as of January 1, 2024.

PETERKA PARTNERS

YOUR CEE LAW FIRM

8) What we offer

- Drafting new labour documentation
- Reviewing and updating existing templates
- Assistance with setting up new internal procedures
- Detailed assessment of changes within particular businesses
- Incorporation of labour law changes within the larger framework of compliance programmes, whistleblowing, data protection/privacy, and ESG
- Ad hoc advisory
- Tailor-made training

9) Main contact



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This memorandum is for information purposes only and reflects the law on September 13, 2023. Under no account can it be considered as either a legal opinion or advice on how to proceed in particular cases or on how to assess them.

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