



**Global Employment
Compass**
Czech Republic

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1. Summary of applicable rights for different categories of workers

	Employees (part-time or full-time)	Independent contractors/ service providers	Volunteers
Employment laws and regulations	Yes	No*	No**
Employees' compensation /remuneration requirements.	Yes	No*	No**
Minimum wage requirements	Yes	No*	No**
Mandatory provident fund/retirement benefit fund contributions	Yes	No*	No**
Immigration requirements including the right to work in your country	Yes	Yes	Yes
Personal Data (Privacy) laws and regulations	Yes	Yes	Yes
Anti-discrimination laws and regulations	Yes	Yes	Yes

*assumes a genuine self-employed independent contractor/service provider arrangement and the individual not being deemed to be an employee or worker

**assumes a genuinely voluntary arrangement and the individual not being deemed to be an employee or worker, or under a contractual obligation to carry out any work.



2. Legal requirements/rights/ practices for different categories of workers

a. Employees

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Definition of an employee

An employee is an individual who has undertaken to perform dependent work within a basic employment law relationship.

Dependent work is work performed within a relationship in which the employer is superior and the employee is subordinate, in the employer's name, according to the employer's instructions, and personally by the employee for the employer.

Basic employment law relationships include employment relationships established by an employment contract and legal relationships established by the agreements on work performed outside an employment law relationship (so called "zero hours contracts", i.e. an agreement on working activity and work performance).

1 Contracts of Employment

What types of employment contracts are available? E.g. fixed term, part time, zero hour contracts, other? Are there any specific employment contracts available for non-profit organizations?

Fixed-term, part-time and zero hours contracts are available. Additionally, a range of atypical contracts/arrangements exist. These include work from home and agency workers.

What are the key terms of employment contracts?

The following terms must be included in all contracts:

- type of work;
- place of work; and





- start date of employment.

Employees must also be notified in writing (in the employment contract or separately within one month from the formation of the employment relationship) of the key terms of their employment, which are as follows:

- employer's full name & registered address
- further description of type and place of work;
- annual leave entitlement;
- notice periods;
- wage or salary details;
- working hours; and
- applicable collective agreements.

According to the currently prepared draft of amendment to the Labour Code implementing the EU directive transparent working conditions and work-life balance directive, the above-mentioned obligations should be changed:

- It will also be possible to conclude an employment contract remotely, where a simple electronic signature and delivery to the employee's email address will be sufficient.
- The employer's time limit for providing key terms of employment should be reduced from 1 month to 1 week.

The employer should also inform the employee about:

- probation period and its term if agreed;
- the termination procedure;
- professional development if provided by the employer;
- scheduling of working hours including compensatory period and overtime work extent;
- amount of minimum rest between shifts and in the week and provision of breaks;
- competent social security authority

The draft of the amendment is currently discussed in the Parliament and should be partially effective as of 1 September 2023 and partially as of 1 January 2024. The effective dates can change, but we will use them in the document on various places.

There is no mandatory language requirement, however the contract and any subsequent amendments must be communicated in a language understood by the employee. The Czech authorities will require a Czech translation in case of any inspection or disputes and therefore, bilingual wording is common.

Medical checks for all job seekers are required prior to commencement of their work and some employees depending on the type on the risky assessment of their work (in general only blue collar employees) must undergo periodic medical checks, the frequency of which depends on the risk involved in the work performed.





Is it acceptable to have a probation period for employees? If yes, for how long?

Yes, they are commonly used. Probationary periods may be agreed between the employer and employee for a maximum period of three months (six months for management positions) starting at the commencement of the employment relationship. However, in case of fixed-term employment contracts it may never be longer than 1/2 of the fixed term.

Within the probation period, employment can be terminated immediately without specific reasons except in the first 14 days of sick leave.

Are fixed term employment contracts permissible? Are there any limitations on fixed term contracts? Are there any requirements to have a fixed term contract?

Fixed-term contracts are permissible. The fixed-term contract must be for a specified purpose or duration. The maximum duration is 3 years. The duration of the fixed term contract cannot exceed 3 years. This can be extended/repeated only twice; i.e. an overall limit of 9 years. However, if a period of at least 3 years lapses following the termination or expiry of any prior fixed term contract, then the previous employment relationship between the same parties will not be taken into account.

The fixed-term contract must be in writing and contain an express clause on its specified purpose or limited duration.

If the fixed-term employment has not been validly agreed, then the employee may insist on indefinite employment. The same will apply if the employee is allowed to work after the end of the fixed term contract. Fixed-term employees have a right not to be less favorably treated. Employers must inform fixed-term employees of any vacancies that become available.

Do employment contracts have to be in writing? Are there any signatory requirements for employment contracts? For example, could they be signed in-person or electronically, etc.)?

Please see [above](#).

All employees must be given a written contract of employment. A verbal contract is invalid, although its invalidity can only be challenged until the point the employee starts to work. However, an employer may be subject to an administrative fine for non-compliance (up to CZK 10,000,000/approx. €408,000).

Signing employment contracts electronically is possible with a qualified electronic signature. Simple electronic signature should be sufficient from 1 September 2023/1 January 2024.

Do employees have to be issued with a written employment contract before they start work?

Yes, this is necessary. Electronic contracts are also permissible, please see [above](#).

Can you provide a simple template of the contracts mentioned above?

There is no universal template in the Czech Republic. The contract should be prepared based on the particular circumstances of the employment. The template must always include type of workplace, place of work and start date (essential terms).

Is there an obligation for an employer to run a criminal record check to the extent that any individual they hire will be working with children or vulnerable people?





Such general obligation does not exist, but it is recommended to carry out such checks. In certain professions including teachers, a criminal background check is required by law.

Can employers request references from former employers for new hires?

Yes, but without employee consent only within the limited statutory scope.

Is an employer required to set up any form of employee representative body? If so, what is the trigger for this?

No employer, regardless of its size, is under a duty to form any type of a collective representative body. Such a body may be elected voluntarily by the employees on their own initiative.

Generally, there are 2 basic forms of employee representative bodies - trade unions and work councils (there may also be one or more representatives concerned with occupational safety and health protection at work).

The collective representatives (trade unions or works councils) should be informed and consulted about measures affecting a large number of employees and in several other instances which are specified in the Czech Labour Code. If no such collective representative exists, the employer must inform and consult with employees directly. What constitutes a large number of employees will vary depending on the circumstances and the nature of the measure being implemented.

Typical consultation situations are redundancies, work and safety regulations, proposals for measures affecting remuneration or other working conditions and the employer's economic situation. There are no general information or consultation duties for employers with less than 10 employees.

Special information and consultation obligations apply in transfers of an undertaking and collective dismissals.

Trade union consent is required for specific measures adopted by employers, for example, issuing and amending work rules, scheduling leave and determining collective leave.

Is it common to have collective agreements in your jurisdiction that apply to all employers in a particular region or sector?

Yes, collective agreements are common in the public sector and in other traditional industries (such as manufacturing, car factories and steel mills). In addition, higher-level collective agreements can be concluded between a group of employers and the major trade unions.

There is no general duty imposed by law on trade unions and employers to start a bargaining process in relation to the conclusion of a collective agreement. However, if the parties do decide to conclude a collective agreement, the bargaining process is regulated by the Czech Collective Bargaining Act. Where two or more trade union organizations operate within one employer's undertaking, the employer must negotiate the collective agreement with all of the trade union organizations.

2 Conditions of employment

What is the minimum age requirement for employment?

15 years and completed primary school education.





What type of work may a child undertake? For example, are there any specific restrictions?

Overtime and night work and some risky categories of work are generally prohibited for minor employees between 15 and 18 years.

A child up to 15 years may only engage in artistic, cultural, sporting and advertising activities subject to a prior approval of the Labour Authority.

Wages

What is the minimum wage requirement for employees? Are there any exceptions in minimum wages for young persons or people with disabilities?

The basic monthly minimum wage is CZK 17,300 (approx. €692) and the basic hourly minimum wage rate CZK 103.80 (approx. €4.2).

Higher levels of minimum wage are stipulated for different categories of employees depending on the skills and qualifications required.

Are there any conditions which warrant a pay raise or extra pay? If yes, what are they?

No, only if agreed as part of the employment contract.

When are wages due? For example, is there any obligation to pay wages weekly, or monthly?

Wages have to be paid by the last day of the following calendar month. It is required to pay wages monthly on a pay-day which is determined by the employer.

Are employers obliged to provide employees with paid leave on public holidays?

Yes.

In exceptional cases (or if agreed), employees may be required to work on public holidays with entitlement to compensatory paid time-off (or 100% premium if agreed with an employee).

Are employers obliged to provide employees with annual leave?

Statutory minimum 4 weeks, i.e. 160 hours as per the entitlement calculation for employees working 40 hours per week; bank holidays in addition. However, it is becoming rather common to provide one additional week of holiday as one of employee benefits.

State employees are entitled to 5 weeks of holiday and some (e.g. teachers) even to 8 weeks.

Are employees entitled to receive their usual salary during their annual leave?

Yes, they must receive 100% salary compensation for annual leave.

Is there a requirement to pay overtime? How is overtime compensated?

In payment for overtime work, an employee is entitled to normal wages plus at least 25% of their average earnings. The provision of compensatory time off can be agreed in lieu of overtime pay.

It can be agreed with the employee that 150 hours per year (416 hours for managerial employees) of overtime do not have to be compensated in any way which is standard market practice especially for managerial employees. Nevertheless, such arrangement can be agreed only if the





salary is agreed within the employment contract (i.e. if the salary is not determined unilaterally by the employer within a salary assessment or an internal regulation).

Are there any extraordinary circumstances that could be relied on to temporarily cease paying employees for the hours worked?

Employees are generally entitled to payment for hours worked. Employers may however exceptionally deal with an unexpected downturn in its business or unforeseen circumstances by laying off employees (i.e. the employer provides employees with no work for a period while retaining them as employees) or putting them on short-time working (i.e. providing employees with less work for a period while retaining them as employees). Employees who are laid-off or put on short-time working should get 100% salary compensation unless special circumstances apply where lower salary compensation (60 – 80%) can be paid.

Are employees entitled to an end-of-year payment?

No, unless contractually agreed or stipulated by the employer in an employment policy.

Are employees entitled to payments when their employment contract is terminated, such as notice or notice pay, accrued or untaken holiday and/or statutory severance?

Please see [below](#).

The statutory minimum notice period is 2 months, regardless of the length of employment, and it starts to run on the first day of the calendar month following its delivery.

However, if an employee gives notice to terminate employment by reason of a transfer under the Czech TUPE regulations at least 15 days before the transfer employment will terminate on the day before the effective date of transfer. In cases where the employee was not duly informed about the transfer, they may terminate the employment relationship by notice. In such cases the employment will terminate on the day prior to the effective date of transfer if the notice is given before this day or 15 days from the day of notice, if the notice is given after this day.

Parties can agree to extend the statutory minimum notice period in writing, but the notice period must be the same for both parties.

Accrued but untaken holiday at the end of the employment must be compensated (100% salary compensation).

Working hours

What is considered a full time working week? If the employee is contractually required to work less than this amount are they considered a part time employee?

Full time working week is 40 hours. In specific working environments such as underground work, or shift patterns, the working hours are reduced (38.75 hours per week) or multi shifts pattern or in a continuous work pattern 37.5 hours per week).

If the employee is contractually required to work less than this amount, they are considered a part time employee. This has consequences in terms scheduling overtime (which is possible only with the employee's consent).

Are there fixed public/statutory holidays each year? Can employees be required to work on public/statutory holidays? Are employees entitled to any other type of leave besides public/statutory holidays?





- a. There are fixed public holidays each year. On a public holiday, the employer may order an employee to perform only for the same work which can be performed during weekly rest, i.e. only such necessary work that cannot be postponed until a working day. When the employee works on a public holiday, they are primarily entitled (in addition to their contractual remuneration) to be paid compensatory time off for work on a public holiday. The employer and the employee may agree to a wage surcharge of 100% of the employee's average earnings in lieu of compensatory time off.
- b. Each employee is entitled to annual leave of at least 4 weeks (5 weeks for public sector employees and 8 weeks for teachers).
- c. Maternity leave: Women are entitled to 28 weeks or 37 weeks for multiple births of maternity leave (usually starting 6 weeks before the expected date of birth, or 8 weeks before the expected date of birth at the earliest).

During maternity leave the maternity allowance is paid by the Social Security Authority at 70% of adjusted average salary.

Paternity leave: Fathers are entitled to take time off while provided with a paternity allowance paid by the Social Security Authority at 70% of adjusted average salary (for a maximum period of 2 weeks within the 6-week period after the birth of the child.

Fathers can also claim Parental Leave from child's birth.

- d. Parental leave: Up to 3 years (with payment of parental allowance through the Social Security Authority) to be taken by the mother following the maternity leave or by the father following the birth.
- e. Adoption leave: Maternity leave with maternity allowance: 22 weeks from adoption or 31 weeks if 2 or more children were adopted, but max. up to 1 year of child's age.

Parental leave with parental allowance: from adoption until the child reaches 3 years of age, or 22 weeks for adopted children ages 3-7.

Paternity leave with paternity allowance: 2 weeks within the 6-week period after adoption.

Do part time employees receive any particular protection on the basis of their part-time status?

Yes. Part-time employees have the right not to be less favorably treated.

Do part-time employees receive the same pro-rated terms to full time employees, e.g. in relation to pay and benefits?

Yes. Part-time workers must receive the same basic rate of pay as comparable full-time workers. They must not be given a lower hourly rate, unless justified by objective grounds.

Part-time workers should also not be treated less favorably than full-time workers. Employers must not discriminate between full and part-time workers.

Social security

What social security contributions are employers obliged to pay? Presumably, pro-rated contributions are required for part time employees?





The amount of the contribution paid by the employer is 24.8% from the employee's gross salary and the employee pays 6.5% from their gross salary via the employer. The same rates apply to part-time employees.

Are employers obliged to provide health insurance to their employees?

This is provided automatically by the state operated system. Employers have to contribute 9% of the employee's gross salary and employee's contribute 4.5% of their gross salary.

Are employees entitled to unemployment insurance/benefits following the end of employment?

Yes, if they meet certain criteria (e.g. previous social security contributions paid for a specific period of time).

Are employers obliged to provide sick leave? If yes, for how long? How many days have to be paid by employers? Is it possible to have unpaid sick leave?

An employee who has been recognized as being temporarily unfit for work because of health reasons is entitled to receive a payment for working days and public holidays at a rate of 60% of the employee's adjusted average salary from the employer in the first 14 days of the employee's sick leave period.

From the 15th day of illness, the employee will receive a sickness allowance from the Social Security Authority.

The sick leave term is not limited in time, but the sickness allowance usually cannot last more than 1 year.

It is not possible to have unpaid sick leave, but an employee can choose to use their annual leave instead of sickness leave.

It is a common to provide 1 – 5 extra 100% compensated sick days/year.

Are employers obliged to provide maternity leave for employees? If yes, for how long? How many days/months have to be paid by employers? Is it possible to have unpaid maternity leave?

Please see [above](#).

Is paternity leave available to employees? If yes, for how long? How many days/months have to be paid by employers? Is it possible to have unpaid paternity leave?

Please see [above](#).

Are employers liable for absence due to work-place injuries?

Yes, if the absence is caused by a work-place injury, the employee is entitled to compensation. This would usually be covered from the state operated mandatory employer liability insurance.

Are employees entitled to retirement benefits from the employer? If yes, what benefits?

No, the basic retirement pension is operated by the state and financed from social insurance contributions.

The Czech pension system is currently divided into two pillars:





- the state pension, based on the “pay as you go” principle, and
- supplementary funded pensions with state contributions (not mandatory but often provided as benefit because of tax savings).

A third pillar (requiring mandatory funded pensions and introduced in 2013 as a key part of pension reforms) was cancelled in 2015.

There is currently a special statutory regulation for supplementary funded pensions.

Are employers obliged to introduce reporting channels and legal safeguards for whistleblowers?

Yes, there is a new obligation for employers with 50+ employees to implement a reporting system for whistleblowers, to designate a person to deal with complaints, to publish specific information online and to comply with other obligations.

3 Safe and supportive work environment

Broadly what measures have to be in place to ensure employers uphold health and safety? (such as fire or earthquake drills)

The employer must arrange that all the (future) employees undergo a pre-employment medical check before the date of their commencement of work regardless of their role.

The employer must, in particular:

- not allow the employee to perform some prohibited type of work or such demanding work which is beyond the employee's capabilities and/or health condition;
- inform the employee of the category (classification 1-4) into which their work is included;
- inform the employees of the occupational medical services provider who will provide them occupational medical services;
- provide the employees with sufficient and adequate information and guidelines on occupational safety and health protection;
- ensure employee training on occupational safety and health protection.

Fire drills are also required.

Is there a requirement for an employer to issue any form of non-discrimination policies? (such as gender equality policies, equal employment opportunities, diversity, and inclusion policies, etc.)

There is no such obligation.

Is there a requirement to provide employees with training designed to combat discrimination and harassment?

There is no such obligation.

Is there a requirement to have a data protection policy?

Yes, this is required.





Is it mandatory for employers to have a Child Protection Policy (CPP)? Are employees obliged to provide training on CPP to its employees?

There is no such obligation.

4 Tax

Which taxes are mandatory for employers to pay and deduct on behalf of their employees?

Income tax (15% from gross salary).

Social security and health insurance contributions.

Are all employee taxes deducted from the salary that the employer pays or is there a requirement for employees to pay certain taxes directly?

Yes, the income tax is deducted from the salary paid to the employee by the employer.

5 Remote work

Are employers required to have a registered legal entity in the jurisdiction in order to employ employees in the jurisdiction?

No, it is also sufficient to have a registered branch which is not a legal entity.

Are employers required to provide any form of physical working space for employees working in your country?

There is no such obligation.

Please provide general instructions for employers on what to check if the employer has remote employees, including concerning employee tax liabilities.

Under the new prepared Czech legislation (very likely effective from 1 September 2023 or 1 January 2024), any remote working will be subject to a written agreement with the employee and compensation of related costs (either actual or lump-sum) if not explicitly agreed otherwise.

In the event that employees are working remotely from another jurisdiction, an employer will need to assess the tax obligations that will arise in the country in which the employee is working. Whilst each jurisdiction will have different obligations in terms of the payment and deduction of taxes, the following factors are likely to be relevant:

- where is the employee living and working
- does the employee split their time working in different jurisdictions
- what nationality is the employee
- where do they have tax residence
- where is the company for which they are working based.

The Czech Republic is a party to the EU Framework agreement on cross-border telework for the social security purposes.





6 What to do when things go wrong

Dispute resolution

Do employees (including volunteers) need to go through any form of dispute resolution before bringing a claim to a court or tribunal?

No. They go directly to court.

Resignation

What grounds do employees have for resignation?

They can terminate by notice or in probation period without a reason or for any reason. Immediate termination by employee is also possible for specific reasons.

Termination

What grounds do employers have for the termination of employment contracts?

The employer can only dismiss an employee for reasons set out in the Czech Labour Code. Those reasons are generally:

Redundancy:

- Closing down or relocation of the employer's undertaking or part thereof;
- Other organizational changes (reduction of staff or change of business activities etc.).

Breach of Duties / Working discipline:

- There are three types of breach of employees' duties depending on materiality: (i) less serious (e.g. late arrival at work by a few minutes), (ii) serious (e.g. unexcused absence from work for a few days) and (iii) gross breach (e.g. unexcused absence from work – usually 5 or more).

Non-performance or loss of statutory preconditions or not meeting employer requirements:

- Unsatisfactory work performance (provided the employer has called upon the employee to improve, in writing, in the last 12 months and the employee failed to do so in a reasonably stipulated period of time);
- Failure to fulfil the preconditions set by statutory regulations for the performance of the agreed work;

Health reasons:

The employee has lost the long-term health capability to perform the position because of:

- Work injury, occupational disease or the threat of occupational disease, evidenced by a medical certificate;
- Other health reasons evidenced by a medical certificate.

Such reasons must be specified in the notice of termination to avoid confusion over the reason for termination. Once specified, the reason cannot then be changed.





An exception to this general rule is the termination of the employment during the probationary period - both the employer and the employee may terminate the employment relationship for any reason and without giving notice during this period.

How do employers have to document the termination of an employment contract?

Notice must be in writing, specifying the reason for termination, and must be signed on behalf of the employer and the original document must be delivered to the employee.

In the case of organizational changes (dissolution or relocation of the employer, redundancy of the employee), the affected employee is entitled to receive severance pay, the amount of which will depend on the length of employment. The statutory minimum levels of severance payments are:

- 1 month's average earnings / less than 1 year of service;
- 2 months' average earnings / at least 1 year, but less than 2 years of service;
- 3 average monthly earnings / at least 2 years of service.

Generally, the trade union (if recognized by the employer) must be consulted before any notice is given. However, non-approval or non-compliance does not affect the validity of the notice. A special notification and consultation procedure applies in the case of collective dismissals.

What is the responsibility of employers for damages incurred by an employee's actions within his/her work?

The employer is liable to an employee for damage 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 immoral conduct.

The employer is also liable to an employee for damage caused by other employees, having breached their statutory duties in performance of working tasks in the name and on behalf of the employer.

The employer is liable for material damage suffered by an employee in averting damage imminent to the employer's property or danger impending to life or health provided that the employee did not willfully bring about the danger themselves and provided that they acted in a reasonable way with regard to the circumstances.

The employer is liable to an employee for damage to items 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 are usually left during the time of performance of working tasks or during the time in direct connection therewith.

The employer is liable for damage caused by an accident at work or caused by an accident at work if the damage or non-material damage occurred during the performance of work tasks or in direct connection with it. In such case the employer must compensate the employee for damage or non-material damage caused by an accident at work or occupational disease.

Where the employer proves that damage was also caused by the employee who suffered damage, the employer's liability shall be proportionally reduced.

Every employer with at least one employee is obliged to have a liability insurance for damage caused by work injuries and occupational diseases (so-called statutory insurance of the employers' liability for damage operated by the state). The amount of premiums is calculated based on the





type of employer's business activity. The liability insurance covers damages in full extent except for damage caused due to failure of the employer (i.e. breach of OHS rules).





b. Independent contractors/consultants*

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Definition of an independent contractor/consultant

There is no definition of independent contractor/consultant in Czech law. However, Czech law defines "entrepreneur" as a person who, on their own account and responsibility, independently carries out a gainful activity in the form of a trade or in a similar manner with the intention to do so consistently for profit.

** The term consultant will be used to also refer to independent contractors, or any other term that would mean a person that provides goods or services under a written contract or a verbal agreement but does not work to meet the definition of employee.*

1 Contracts

What types of independent contractor/consultant agreements are available? Are there any specific agreements available to NGOs?

There is no legal requirement for any particular form of agreement when engaging independent contractors/consultants, and no legally required agreement format for NGOs. When engaging contractors/consultants on an ad hoc basis, a "framework" agreement with the contractor/consultant is often used, with separate letters of instruction (or similar) then provided in advance of each new instruction.

What are the main elements of consultant agreements?

Consultancy agreements will typically include provisions around the terms of the engagement, duties and obligations, fees, expenses, confirmation information, data protection, intellectual property, insurance and liability, termination, status, notices, third party rights, governing law and jurisdiction.

Is it possible to have probation periods for independent contractors/consultants? If yes, for how long?

It is legally possible to have probation periods for independent contractors/consultants. However, this is not recommended as it could be considered to be inconsistent with the nature of an independent contractor/consultant relationship, particularly since such provision would indicate a level of control/mutuality of obligation.





Is it possible to have a fixed term consultation/independent contractor agreement? Are there any restrictions around fixed term consultant/independent contractor agreements?

Yes, is it possible to have a fixed term consultation/independent contractor agreement. Although there are no restrictions around the length of the term, normally this would be for the term of a particular project, as the nature of a consultant/independent contractor arrangement is often that the arrangement ends when the work is completed.

Do independent contractor/consultant agreements have to be in writing? Are there any signatory requirements? For example, could they be signed in-person or electronically, etc.)?

There is generally no legal requirement for the consultant/independent contractor agreement to be in writing, although this is often considered best practice. The agreement can be signed with wet ink or electronically.

Do all types of independent contractors/consultants have to be under contract in order to be able to work?

The contract will set out the terms on which the work will be carried out, but there is no legal obligation for this to be in any particular format, and it can be a verbal or written agreement.

Can you provide a simple template of the agreements mentioned above?

There is no universal template in the Czech Republic. The agreement should be prepared based on the particular circumstances of the appointment.

Is there an obligation to run a criminal record check to the extent that any independent contractor will be working with children or vulnerable people?

Such an obligation does not exist, but it would be recommended to carry out such checks.

2 Conditions of work for consultants

Are there any minimum age requirements for an individual to work under a consultant/independent contractor agreement?

In general, the individual must be at least 18 years old to work under a consultant/independent contractor agreement. On an exceptional basis, individuals may work under a consultant/independent contractor agreement when at least 16 years old if approved by a court.

Does a consultant/independent contractor need to obtain a license or any other permission in order to work?

Yes, a license must be obtained by the consultant/independent contractor. Depending on the type of activity, it would usually be a free trade license which can be obtained rather easily for a small fee (approx. €40). Non-EEA / Switzerland citizens will also need to obtain a work / residency permit.

If the consultant/independent contractor works remotely from another jurisdiction but for a Czech organization, a Czech license is not required. However, a local license may need to be obtained in the country where the consultant/independent contractor is in fact located.

Payment





Are there any minimum pay requirements for consultants/independent contractors?

No, assuming that the consultant/independent contractor is not deemed to be an employee, they will not be entitled to receive the minimum wage.

Are there any exceptions in minimum wages for young persons or people with disabilities?

Not with respect to consultant/independent contractors (the respective minimum wage regulation does not apply to them).

Is there any requirement to provide statutory/paid leave to consultants for statutory holidays?

No, assuming that the consultant/independent contractor is not deemed to be an employee or worker, they will not be entitled to receive statutory/paid leave.

Is there any requirement to pay annual leave to consultant/independent contractors? If so, how is this compensated, if at all?

No, assuming that the consultant/independent contractor is not deemed to be an employee or worker, they will not be entitled to receive paid annual leave.

Is there an obligation to provide consultant/independent contractors with overtime? How is this compensated if required?

There is no legal right to overtime, unless provided for under the terms of the contract (which is not recommended to mention/agree on).

Are consultants entitled to an end-of-year payment?

There is no legal right to an end-of-year payment, unless provided for under the terms of the contract.

Are consultants entitled to a final payment when the contract is terminated?

There is no legal right to a final payment on termination, unless provided for under the terms of the contract.

Working hours

Are consultants entitled to any type of leave, whether paid or unpaid?

There is no legal right to any type of leave, unless provided for under the terms of the contract (which is not recommended to mention/agree on).

Social security

Does the end user engager need to make any social security contributions on behalf of a consultant/independent contractor? Are independent contractors entitled to health insurance from the end user engager?

The end user engager does not need to make any social security contributions on behalf of a consultant/independent contractor. The independent contractor does not have a legal right to health insurance from the end user engager - consultant/independent would typically participate in the state operated health insurance system.





Are independent contractors/consultants entitled to unemployment insurance/benefits after termination of their independent contractor/consultancy agreement from the end user engager?

There is no legal right to provide any unemployment benefits or similar payments from the end user engager. Contractors/consultants may be entitled to unemployment benefits after termination of their independent contractor/consultancy agreement from the state under specific conditions.

Are independent contractors/consultants entitled to sick leave from the end user engager? If yes, for how long? How many days have to be paid?

There is no legal right to sick leave from the end user engager, unless provided for under the terms of the contract (which is not recommended to mention/agree on). Contractors/consultants could be entitled to sick leave from the state under specific conditions.

Are independent contractors/consultants entitled to maternity leave from the end user engager? If yes, for how long? How many days/months have to be paid?

There is no legal right to maternity leave from the end user engager, unless provided for under the terms of the contract (which is not recommended to mention/agree on).

Are independent contractors/consultants entitled to paternity leave from the end user engager? If yes, for how long? How many days/months should be paid?

There is no legal right to paternity leave from the end user engager, unless provided for under the terms of the contract (which is not recommended to mention/agree on).

Are employers obliged to cover work-place injuries for independent contractors/consultants?

No, assuming that the consultant/independent contractor is not deemed to be an employee or worker performing dependent work for the end user engager.

Are independent contractors/consultants entitled to retirement benefits from the end user? If yes, what benefits?

There is no legal right to retirement benefits from the end user engager, unless provided for under the terms of the contract (which is not recommended to mention/agree on). Contractors/consultants are entitled to retirement benefits from the state under specific conditions.

3 Safe and supportive work environment

Are there any differences in terms of the regime that applies to employees?

Employers are responsible for ensuring the health and safety of their employees and those natural persons who are present at the employer's workplaces with its knowledge. To this extent, the obligation is the same as that which applies in relation to employees. However, the range of legal obligations placed on employers with respect to health and safety of their employees is more extensive than to contractors/consultants, with the particular obligations which apply in any given case depending on the activities carried out by the company, and the extent of the risks posed by these activities.





4 Remote work

Are end user engagers required to have a registered legal entity in the jurisdiction in order to hire independent contractors/consultants there?

No, assuming that the consultant/independent contractor is not deemed to be an employee or worker.

5 What to do when things go wrong

Resignation

Do consultants/independent contractors need a reason to terminate the contract or can they terminate it for any reason in accordance with the terms of the contract?

Consultants/independent contractors do not need a reason to terminate the contract if this is stipulated in the contract or the contract is for an indefinite term, unless specific reasons are required by the contract. Otherwise, they need a reason to terminate the contract which can be either statutory (e.g. gross breach by the other party) or contractual in accordance with the terms of the contract.

Termination of agreement

What grounds do end user engagers have for the termination of consultant agreements?

Termination grounds will depend on the terms of the contract. Otherwise only the statutory termination reasons will apply such as gross breach by the other party.

What is the responsibility of the end user engagers for damages incurred by a consultant's actions within his/her work?

End user engagers can, in some circumstances, be held responsible for the acts of independent contractors/ consultants in the execution of the work for which they are engaged.





c. Volunteers

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Please provide a definition of volunteer from the law, to the extent there is a definition.

1 Contracts

Are organizations required to sign any form of agreement with volunteers?

Yes, a special volunteer contract needs to be entered into – it has to be in writing if the activity will be longer than 3 months or the activity is carried out in a foreign country. The information in the remainder of this section assumes a genuinely voluntary arrangement, with the volunteer not being an employee or worker and the organization being a licensed public benefit legal entity which selects, registers and prepares volunteers for volunteer service and concludes contracts with them for volunteer service.

2 Conditions of employment

Is there a minimum age requirement for volunteers?

15 years if the activity will be carried out in the Czech Republic and 18 years if the activity will be carried out in a foreign country.

What type of volunteering work may a child undertake? Are there any restrictions around this?

A volunteer under the age of 18 may not be contracted to perform voluntary service which would be disproportionate to the anatomical, physiological and psychological peculiarities of their age or which would expose them to an increased risk of injury or other damage to health; a volunteer of that age may not be sent abroad to perform voluntary service.

Payments and reimbursement

Are organizations allowed to pay stipends to volunteers?

Yes, there is no legal restriction on the payment of stipends to volunteers. It should be noted however that any payments that go beyond out-of-pocket expenses could risk the arrangement being deemed to be a worker or employee relationship, with consequent entitlement to certain employment rights, including the payment of the minimum wage for all hours worked.

Are organizations allowed to reimburse volunteers? If yes, for what expenses (such as transportation, food, etc.).





Yes, there is no legal restriction on the payment of reimbursement of reasonable expenses arising from the volunteering activities or benefits in kind in the form of subsistence to volunteers. This would include, for example, volunteers being placed by a charity or similar body with another charity or similar body and the volunteer receiving reasonable expenses for subsistence or living expenses.

It should be noted however that any payments that go beyond reasonable expenses actually incurred arising from the volunteering activities could risk the arrangement being deemed to be a worker or employee relationship, with consequent entitlement to certain employment rights, including the payment of the minimum wage for all hours worked.

Working hours

Are there any obligations around how many hours volunteers can work?

The restrictions on working time of employees needs to be followed by the organization including maximum weekly and daily hours, minimum rest and breaks.

Are volunteers entitled to any type of leave?

No, unless specifically agreed.

Social security

Are organizations obliged to pay any social security contributions on behalf of their volunteers?

Payment that is more than out-of-pocket expenses will be treated as taxable income, so income tax, social security and health insurance may apply. Organizations may agree with the volunteer to pay for their pension insurance (which is a part of social security) if the activity lasts at least 3 months and takes at least 20 hours per calendar week.

Are organizations obliged to provide health insurance to volunteers?

No.

Under certain conditions, the Czech Republic will cover the health insurance of the volunteers.

Are organizations liable for absences of volunteers due to work-place injuries?

Yes, the organizations will be generally liable for work-place injuries during performance of volunteer activity.

The organization must conclude a suitable insurance contract covering liability for damage to property or personal injury caused by or to the volunteer while performing work as a volunteer.

3 Safe and supportive work environment

Are there any differences in terms of the regime that applies to employees?

Employers are responsible for ensuring the health and safety of their employees and those natural persons who are present at the employer's workplaces with its knowledge. To this extent, the obligation of the organization is the same as that which applies in relation to employees.

However, the range of legal obligations placed on employers with respect to health and safety of their employees is more extensive than to volunteers, with the particular obligations which apply in





any given case depending on the activities carried out by the company, and the extent of the risks posed by these activities.

4 Tax

Are organizations obliged to pay taxes if they pay their volunteers stipends? If yes, what types of taxes are mandatory to pay?

Yes, any payment that is more than out-of-pocket expenses will be treated as taxable income, so income tax and national insurance regulations will apply.

5 What to do when things go wrong

What grounds do organizations have for the termination of volunteer agreements/arrangements?

Termination grounds will depend on the terms of the contract. Otherwise only the general statutory termination reasons will apply such as gross breach by the other party.

What is the responsibility of organizations for damages incurred by a volunteer's actions within his/her work?

Yes, organizations will be held responsible for the acts of volunteers during of the execution of the work for which they are engaged except in exceptional cases.





d. Non-citizen employees and consultants, including refugees and others forcibly displaced

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1 Status and the right to work

Are employers obliged to secure legal status for their employees or consultants if they are non-citizens? (such as refugee status, humanitarian visas, visas for trafficking survivors, other recognized protection statuses, etc.)

No, although employers are obliged to ensure that their employees have the right to work in the Czech Republic, but any visa or permit must be arranged by the employee themselves.

A penalty can be imposed on employers employing someone who they knew or had reasonable cause to believe did not have the right to work in the Czech Republic. It is the employer's responsibility to check that the employee has a valid visa and work permit. Usually, the job vacancy must be notified by the employer with a special register of vacancies available for non-EU foreigners.

Are employers obliged to secure work permits for their employees or consultants?

No, although employers are obliged to ensure that their employees have the right to work in the Czech Republic, but any visa or permit must be arranged by the employee themselves.

Is it always necessary to obtain a work permit?

No, it usually depends on whether the employee is from another EU country (including countries with specific exemption such as Iceland, Liechtenstein and Norway and Switzerland) or from the third country (outside the EU).

Citizens from EU or countries with exemptions (including their family members) do not need any special permit or visa.

Non-EU foreigners need a suitable type of visa and work permit (e.g. employee card, blue card, intra-corporate transfer card) to enter the Czech labor market.

Can asylum-seekers and other persons forcibly displaced access the right to work if they do not have refugee status or other recognized protection statuses?





Those who claim asylum in the Czech Republic are not normally allowed to work whilst their claim is being considered. If it takes too long to process the asylum application, after the 6 months after the submission of an application, the applicant may be granted a special employment permit to carry out work.

2 Contracts

Are employment contracts or consultant agreements for non-citizens different to those for citizens?

No.

3 Conditions of employment

Does national law regulate the quotas for the number of non-citizens within one organization?

No.

Are employers obliged to report about employed non-citizens?

Yes, the employer must notify the Czech Labour Authority about the start of the employment, certain changes and termination.

Are there any other differences in conditions of employment for non-citizens and citizens?

Yes, the expiry of the visa/work permit will usually result into the automatic termination of employment relationship.

Are there any specific employment terms that apply to citizens but not apply to non-citizens?

No.

4 Safe and supportive work environment

Are there any differences in a safe and supportive work environment approach for non-citizens? If yes, please elaborate here.

No.

Does the employer have additional obligations for non-citizens?

No.

5 What to do when things go wrong?

Is the process of termination of an employment contract for non-citizens different than for citizens? If yes, please explain here.

Generally, the same termination procedure must be followed.

However, the expiry of visa/work permit will usually result into automatic termination of their employment relationship.





Is the process of resignation for non-citizens different than for citizens? If yes, please explain here.

No.

Are non-citizens entitled to the equal protection of employment laws in the event of employment-related disputes?

Yes, provided that Czech law will apply on the employment relationship.





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