

**CZECH REPUBLIC**

Items	Regulations in force on 1 January 2019
<p><b>1:</b> Notification procedures in the case of individual dismissal of a worker with a regular contract</p>	<p>Personal reasons: Notification of employee and trade union body, after previous warning.            Redundancy: Notification of employee and trade union.</p> <p>Regarding the compulsory consultations with the trade union, the Labour Code (LC hereafter, art. 61) stipulates that the employer shall consult on dismissal or immediate termination of an employment relationship with the trade union organization in advance regardless of the reason. A fixed time period for this consultation has not been set by the Labour Code but the consultation has to be concluded before the dismissal notification is handed to the employee.</p> <p>The consultation implies the communication of employer's intention to give notice of termination or immediate termination of an employment relationship and the hearing of the views of trade unions, which have a right to give their opinion on all notices given by the employer although the decision by trade union is not legally binding for the employer. In the case the employer does not consult on dismissal or immediate termination of an employment relationship with the trade unions or makes only an announcement without consultation, the legal act concerning notice cannot be made void; however, the relevant labour inspectorate can take an action against the employer according to law No. 251/2005 Coll. on labour inspection.</p> <p>In the special case where notice of termination or immediate termination of an employment relationship concerns a member of the body of trade union organization (i.e. trade union representative) 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. Consent of the trade union organisation is considered as given where the trade union organization does not refuse to give its consent in writing within 15 days of the date when the employer asked for it.</p> <p>If the employee does not meet the requirements for proper performance of work, he may be given notice of termination due to this reason. However, where the employee's failure to fulfil these requirements is reflected in his unsatisfactory work performance results, employer is obliged to call upon him in writing in the last 12 months to rectify the failure to meet the said requirements. If the employee has not done so within a reasonable period of time, the employee may be given notice of termination due to this reason.</p> <p>According to section 50 of Labour Code, where the employer gives notice of termination to an employee, the reason in the notice of termination must be factually specified so that it cannot be confused with another reason. The reason for the notice may not be subsequently changed.</p> <p>Value (for EPL indicators): 3.5 (consultation + warning)</p> <p>As of a certain number of dismissals (see Item 18): see item 19</p>
<p><b>2:</b> Delay involved before notice can start</p>	<p>Personal reasons: Letter sent by mail or handed out directly, after previous warning.            Redundancy: Advance consultation, with offer of another job or re-training if feasible; then letter sent by mail or handed directly to employee.</p> <p>The notice period shall start to run on the first day of the calendar month following delivery of the notice and come to an end upon the expiry of the last day of the relevant calendar month (Art. 51, LC)</p> <p>Calculation (for EPL indicators): <math>((1+6+15+5+15)+(1+15+5+15))/2=</math>  <math>((\text{personal reasons: 1 day for notice} + 6 \text{ days for prior warning procedure} + 15 \text{ days on average for first day of following month} + 5 \text{ days for consultation with unions} + 15 \text{ days on average for last day of relevant month}) + (\text{economic reasons: 1 day for notice} + 15 \text{ days on average for first day of following month} + 5 \text{ days for consultation with unions} + 15 \text{ days on average for last day of relevant month}))/2 = 39</math></p> <p>As of a certain number of dismissals (see Item 18): 10 days for consultation with unions +1 day for notice +15 days on average for first day of following month + 15 days on average for last day of relevant month =41 days (see item 20)</p>
<p><b>3:</b> Length of notice period at different tenure durations (a)</p>	<p>All workers: 2 months.</p>

<p><b>4: Severance pay at different tenure durations (a)</b></p>	<p>On termination of an employment relationship, an employee whose employment relationship is terminated by notice given by his employer for redundancy or by agreement for the same reasons is entitled to receive from the employer severance pay (redundancy payment) at least in the amount equal to:</p> <p>(a) once his average (monthly) earnings where an employment relationship to the employer lasted less than one year;</p> <p>(b) twice his average earnings where an employment relationship to the employer lasted at least one year and less than two years;</p> <p>(c) three times his average earnings where an employment relationship to the employer lasted at least two years;</p> <p>(d) the sum of three times his average earnings and the amounts laid down in (a) to (c) where his employment relationship is terminated in a period when he is subject to a working hours account.</p> <p>In cases of dismissal due to work-related accident or illness: 12 months. Calculation for EPL indicators for individual dismissals: average of personal reasons and redundancy.</p>
<p><b>5: Definition of unfair dismissal (b)</b></p>	<p>Fair: Dismissals for failure to meet performance requirements and for reasons of technological and organisational change, gross breaches of the obligation to dwell, during their temporary incapacity for work, at the place of employee's stay and to observe the time and scope of permitted walks pursuant to the Sickness Insurance Act, if any. Unfair: Dismissals based on discrimination (age, sex, colour, religion, union membership, etc.).</p> <p>Main general reasons:</p> <ul style="list-style-type: none"> <li>- notice of termination is not in writing (nullity)</li> <li>- notice of termination does not contain reason stated in section 52 of Labour Code (the employer may give notice of termination to an employee only for one of the reasons explicitly stated in section 52 of Labour Code)</li> <li>- the reason factually specified in the notice is non-existent (fabricated)</li> <li>- the notice of termination is based on discriminatory criterion</li> </ul> <p>Economic reasons:</p> <ul style="list-style-type: none"> <li>- missing causal link between redundancy of an employee and decision of the employer 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)</li> <li>- employee is not redundant</li> </ul> <p>Personal reasons:</p> <ul style="list-style-type: none"> <li>- requirements for proper performance of work are not justifiable</li> <li>- it is employers fault that the employee does not meet the requirements</li> <li>- employee was not notified about his unsatisfactory work and given reasonable period of time to rectify his failure to meet the said requirements</li> </ul> <p>The employer may give notice of termination to an employee, if according to a medical certificate issued by the occupational medical services provider the employee has lost, long-term, his capability to perform his current work due to his state of health. [see Section 52 d), e) of the Labour Code]</p> <p>The employer may give notice of termination to an employee, if the employee does not meet the prerequisites prescribed by statutory provisions for performance of the agreed work or if, through no fault on the employer's side, the employee does not meet the requirements for proper performance of such work. [see Section 52 f) of the Labour Code]</p> <p>The employer may give notice of termination to an employee, if the employee has unsatisfactory work performance results under the condition the employer called upon him in writing in the last 12 months to rectify the failure to meet the said requirements, and the employee has not done so within a reasonable period of time. [see Section 52 f) of the Labour Code]</p>
<p><b>6: Length of trial period (c )</b></p>	<p>Maximum 6 months for managerial employees; 3 months for other workers</p> <p>For all employees, the trial period may not be longer than one half of the agreed period of the employment relationship.</p> <p>Calculation (for EPL indicators): average of managerial and other employees</p>

<b>7: Compensation following unfair dismissal (d)</b>	<p>Unfair dismissal gives rise to a right to reinstatement. If reinstatement is not requested by the employee, compensation is made through severance pay and award of lost earnings during the court case (Art. 69(1) LC). Sums earned by the employee in the interim are set off against the award. There is no maximum amount for compensation.</p> <p>Where a total period for which the employee should be entitled to compensatory wage or salary exceeds six months, based on a motion filed by his employer, the court may adequately reduce the employer's obligation to pay compensatory wage or salary to the employee for a period in excess of six months; in considering the matter, the court shall take particularly into account whether in between the employee was employed somewhere else, the type of work he performed and the amount of his earnings or the reason for which he did not take up work.</p> <p>Calculation (for EPL indicators): Typical compensation at 20 years tenure: 6 months.</p>
<b>8: Reinstatement option for the employee following unfair dismissal (b)</b>	<p>Reinstatement is always available to the employee.</p>
<b>9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)</b>	<p>Two months after the day on which the contract was due to end (Art. 72, LC).</p>
<b>10: Valid cases for use of standard fixed term contracts</b>	<p>Two months after the day on which the contract was due to end (Art. 72, LC).</p>
<b>11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)</b>	<p>A fixed-term employment relationship between the same contracting parties may be recurrently agreed no more than twice. An extension of an employment relationship shall also be considered as a recurrently agreed employment relationship. After the expiry of a period of three years from the termination of the preceding fixed-term employment relationship between the same contracting parties, the preceding employment relationship shall not be taken into account.</p> <p>Maximum number of successive standard FTCs is 3.</p>
<b>12: Maximum cumulated duration of successive standard FTCs</b>	<p>A fixed-term employment relationship between the same contracting parties may not exceed three years and it may be recurrently agreed no more than twice. An extension of an employment relationship shall also be considered as a recurrently agreed employment relationship. After the expiry of a period of three years from the termination of the preceding fixed-term employment relationship between the same contracting parties, the preceding employment relationship shall not be taken into account.</p>
<b>13: Types of work for which temporary work agency (TWA) employment is legal</b>	<p>Section 66 of act No. 435/2004 Coll. on employment:        In case of employment by temporary assignment, TWAs are not allowed to mediate employment for persons with disabilities and foreign nationals from third countries.</p>
<b>14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)</b>	<p>No</p>
<b>15: Maximum cumulated duration of TWA assignments (f)</b>	<p>A Temporary work agency may not temporarily allocate the same employee to work at the same user for a period longer than 12 consecutive calendar months. This limitation shall not apply in those cases where this is requested by the agency employee or where it concerns replacement of a user firm's employee who is on maternity or parental leave.</p> <p>No limitation on the duration of contracts between the agency and the worker. Open-ended TWA contracts are possible and frequent.</p>
<b>16: Does the set-up of a TWA require authorisation or reporting obligations?</b>	<p>Requires authorization and periodic reporting obligations.</p>
<b>17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?</b>	<p>Equal treatment on wages and conditions.</p>
<b>18: Definition of collective dismissal (b)</b>	<p>Collective dismissal is understood to be the termination of employment relationships within a period of 30 calendar days based on notice given by the employer to no less than:</p> <ul style="list-style-type: none"> <li>a) Ten employees of an employer employing from 20 to 100 employees, or</li> <li>b) 10% of employees of an employer employing from 101 to 300 employees, or</li> <li>c) 30 employees of an employer employing more than 300 employees</li> </ul> <p>Firms with less than 20 employees are exempt from requirements for collective dismissals.</p>

<b>19:</b> Additional notification requirements in cases of collective dismissal (g)	Notification of employee representatives: Duty to inform and consult competent employment representatives. Notification of public authorities: Notification of district labour office.
<b>20:</b> Additional delays involved in cases of collective dismissal (h)	Information to trade union and PES office 30 days before implementation. Calculation: 10 days for consultation with unions +1 day for notice +15 days on average for first day of following month + 15 days on average for last day of relevant month =41 days Concurrently with the 30 days delay Calculation: 5 = 41-36 (for individual redundancy)
<b>21:</b> Other special costs to employers in case of collective dismissals (i)	Type of negotiation required: Consultation on alternatives to redundancy and measures for finding new jobs. The employer is also required to submit a written report to the labour office about the results of discussions with the relevant union body or employee council. Selection criteria: not set out by legislation. Severance pay: No special regulations for collective dismissal.
<b>22:</b> The worker alone has the burden of proof when filing a complaint for unfair dismissal	Yes, nonetheless the employer needs to prove that the reason of notice was given to the employee.
<b>23:</b> Ex-ante validation of the dismissal limiting the scope of unfair dismissal complaints	No
<b>24:</b> Pre-termination resolution mechanisms granting unemployment benefits	In case the jobseeker quits him/herself a job without serious reason or agreed on job termination with his/her employer preceding his/her Labour Office registration, the unemployment benefit amounts to 45% of average monthly net wage for the duration of the benefit period (compared with 65% for the first two months, 50% in the following 2 months and 45% in the remaining months).

Legend: d: days; w: weeks; m: months; y: years. For example "1m < 3y" means "1 month of notice (or severance) pay is required when length of service is below 3 years".

Notes:

- a) Three tenure durations (9 months, 4 years, 20 years). Case of a regular employee with tenure beyond any trial period, dismissed on personal grounds or economic redundancy, but without fault (where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment). Averages are taken where different situations apply – e.g. blue collar and white collar; dismissals for personal reasons and for redundancy.
- b) Based also on case law, if court practice tends to be more (or less) restrictive than what specified in legislation.
- c) Initial period within which regular contracts are not fully covered by employment protection provisions and unfair dismissal claims cannot usually be made.
- d) Typical compensation at 20 years of tenure, including back pay and other compensation (e.g. for future lost earnings in lieu of reinstatement or psychological injury), but excluding ordinary severance pay and pay in lieu of notice. Where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment and that a court case takes 6 months on average. Description based also on case law.
- e) Maximum time period after dismissal up to which an unfair dismissal claim can be made.
- f) Description based on both regulations on number and duration of the contract(s) between the temporary work agency and the employee and regulations on the number and duration of the assignment(s) with the same user firm.
- g) Notification requirements to works councils (or employee representatives), and to government authorities such as public employment offices. Only requirements on top of those requirements applying to individual redundancy dismissal count for the OECD EPL indicators Versions 1 to 3 (cf. Item 1).
- h) Additional delays and notice periods in the case of collective dismissal (only delays on top of those required for individual dismissals – as reported in Items 2 and 3 – count for the OECD EPL indicators).
- i) This refers to whether there are additional severance pay requirements and whether social compensation plans (detailing measures of reemployment, retraining, outplacement, etc.) are obligatory or common practice.