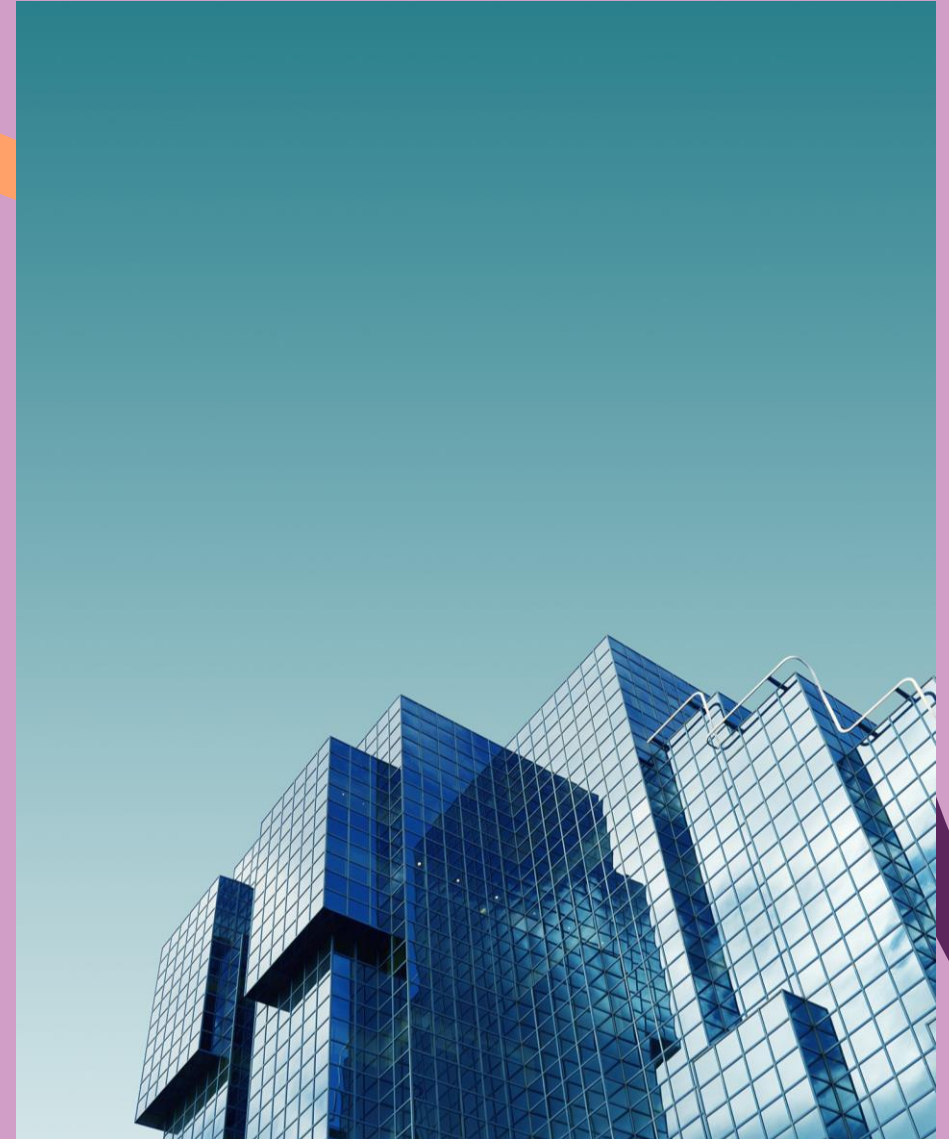


Bird & Bird

# Flexible Amendment to the Labour Code

Legal news

*June 2024*



# So-called flexiamendment to the Labour Code

*Further changes in labour law are on the horizon*

- The Ministry of Labour and Social Affairs has submitted a so-called flexible amendment to the Labour Code.
- The main objective of the draft bill is to:
  - increase employment relationship flexibility for both employees and employers,
  - relax certain rigid statutory rules, and
  - respond to the current needs of the modern labour market.
- The amendment is currently being discussed by the Government and is expected to be submitted to the Chamber of Deputies during the summer.
- The proposed effective date is **1 January 2025**.

We have focused on the key areas where changes are expected, and will take you through them:

Probationary period

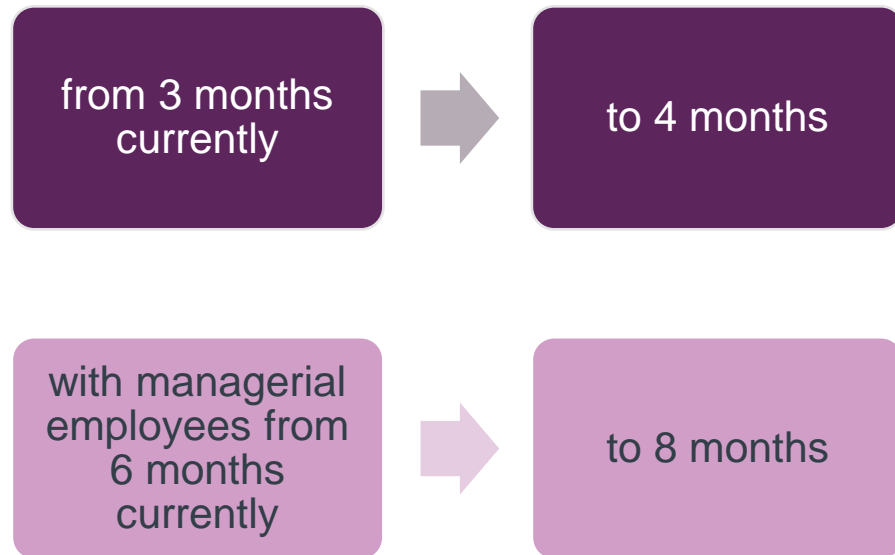
Employment termination

Working time scheduled by the employee

Flexibility for working parents

# Probationary period

The maximum permissible length of probationary periods is to be extended as follows:



However, a probationary period cannot be longer than one half of the agreed employment term.

- The employee and the employer will be allowed to subsequently extend an **agreed probationary period in writing** within the statutory limits, i.e., not exceeding 4 and 8 months.
- A subsequent probationary period extension will therefore no longer be invalid.
- However, an extension will only be possible during the probationary period.
- The probationary period should be automatically extended by the operation of law if an employee misses an entire shift on account of an **unexcused absence**.

# Planned changes to employment termination

In the case of a termination notice issued by an employer for the reasons given in Section 52(f), (g), and (h) of the Labour Code, it is proposed that the notice period should be reduced to **1 month**.

The notice period is to commence **on the day the termination notice is delivered** to the other party.

Furthermore, the termination grounds set out in Section 52(d) and (e) of the Labour Code are to be merged.

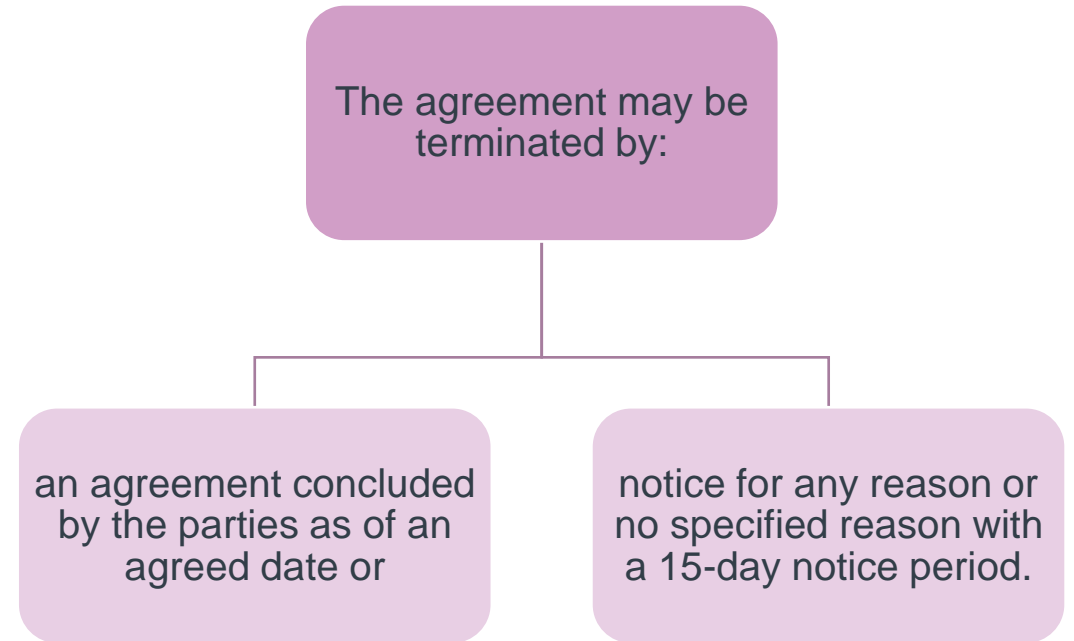
In the event of an occupational injury or illness, instead of severance pay, the employee is to be entitled to **compensation** paid out of the employer's **compulsory insurance** in the same amount.

It will be possible to immediately terminate the employment of or issue a termination notice to an employee for a breach of duties within **3 months** from the date when the employer learns about the breach, but within **15 months** at the latest.

In the case of unfair dismissal, the employee should be entitled to **annual leave** if the employee notifies the employer that they insist on continued employment.

# Working time scheduled by the employee

- Currently only allowed in connection with the performance of remote work.
- It is therefore proposed that employees be allowed to schedule their working time to shifts even when they perform work **at the employer's workplace**.
- A **written agreement** concluded between the employee and the employer will be required.
  - The agreement should include the means for notifying the employer in advance of the **written working time schedule** or a change to it.
- The employer will be entitled to conclude such agreement with an employee engaged under an **employment contract** as well as with an employee engaged under **an agreement to complete a job (DPP) or an agreement to perform work (DPČ)**.
- Specific rules will apply to employees scheduling their working time.



# Flexibility for working parents

## Concurrence of employment contract and other agreements

It is proposed that an employee engaged under an employment contract taking parental leave may perform work for the same employer under an agreement to complete a job (DPP) or an agreement to perform work (DPČ) that is **identical in type** to work performed under an employment contract.

## Returning to work from parental leave

Employees returning from parental leave before a child reaches **the age of 2** will be guaranteed reinstatement to their previous role and workplace.

## Exception to the rule "three times and enough"

If an employee replaces a temporarily absent employee on maternity or parental leave, it should now be possible to **repeat** the duration of the fixed-term employment relationship **without limitation**.

However, the total duration of fixed-term employment relationships between the same parties may not exceed **9 years** from the date of the first fixed-term employment relationship.

# Other proposed changes

- The employer will be obliged to provide the employee with a **salary assessment** before the employee starts performing work at the latest.
- The employer will be entitled to deliver the salary assessment or a written notice about its change to the employee electronically even **without the employee's specific consent**, namely, to the employee's company email address or a private email address the employer customarily uses to communicate with the employee. The delivery will become effective as soon as the employee acknowledges the means by a data message (the legal fiction of delivery will not apply).
- It will be possible for salary payments to be made **in a currency other than the Czech crown**. The employee's consent and the fulfillment of other conditions will be necessary.
- The same rights will apply to **registered partners** when transferring salary rights upon the death of an employee. Their rights will also be taken into account with respect to obstacles to work on the part of the employee.
- **Minors from the age of 14** will be allowed to perform simple jobs during the summer holidays even before the end of their primary school education with the written consent of their legal representative.

# Any questions?

Are you interested in learning more about the upcoming proposal? Do you have any questions? Or perhaps you are considering entering the Czech market and need more information about Czech labour law?

Please do not hesitate to contact us, we would be delighted to assist you.



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