



Directive S2023-09

1 October 2023

Rights and obligations of employees arising from their employment relationship

in accordance with the provisions of Section 37 and Section 103, paragraph 1, letters b) and d), of Act No. 262/2006 Coll., the Labour Code, as amended (hereafter: the **Labour Code**) on rights and obligations arising from an employment relationship.

1. **Unless stated otherwise, the workplace is** the Institute of Organic Chemistry and Biochemistry of the Czech Academy of Sciences (IOCB Prague), Flemingovo nám. 542/2, 160 00 Praha 6. The employee may also be dispatched on business travel in accordance with legal regulations.
2. The **leave assessment** is five (5) weeks per calendar year, whereas if the conditions set forth in Section 215 of the Labour Code are met, the employee is entitled to additional leave within the scope of their weekly working hours per calendar year according to this provision.
3. The **method of assessing leave** is stipulated in the provisions of Sections 212 to 216 of the Labour Code.
4. The **method of determining how leave is taken** is set forth in the Labour Code, namely in the provisions of Section 217 et seq., i.e. the duration of a vacation is determined by the employer with regard to the employer's operational considerations on the one hand and the legitimate interests of the employee on the other.
5. A **trial period** has been agreed for a period of **3 consecutive months** from the start date of the employment relationship. For employees in supervisor positions, the trial period is **6 consecutive months** from the start date of the employment relationship. The conditions of the trial period are set forth in Section 35 of the Labour Code.
6. **Termination of the employment relationship** may occur by agreement of the parties, dismissal by the employer or notice to quit from the employee, immediate termination by the employer or the employee, or termination by either the employer or employee during the trial period. All the aforesaid instances require written notification. The specific conditions under which employment may be terminated in any of the aforesaid instances are set forth in the provisions of Sections 49 to 61 and Section 66 of the Labour Code.

The employee may give **notice to quit** at any time for any reason, or without providing a reason. The employer may dismiss the employee only for the reasons specified in Section 52 of the Labour Code.

The employee may **immediately terminate** the employment relationship only for the reasons specified in Section 56 of the Labour Code. The employer may immediately terminate the employment relationship only for the reasons specified in Section 55 of the Labour Code.

Both the employee and the employer may **terminate the employment** relationship at any time **during the trial period** for any reason, or without providing a reason.

7. The **notice period** is two (2) months and is the same for both the employer and the employee, unless the Labour Code specifies a different notice period (provisions of Section 51a of the Labour Code). The course of the notice period is specified in Section 51, paragraph 2, of the Labour Code. The notice period is used only for dismissal by the employer or notice to quit from the employee, in which case the employment relationship ends upon expiration of the notice period.

When terminating the employment relationship **by agreement**, the employment relationship ends on the agreed date.

Upon **immediate termination** of the employment relationship, the employment relationship ends on the day notice is delivered to the other party.

When terminating the employment relationship **during the trial period**, the employment relationship ends on the day notice is delivered to the other party, or on a later day specified in the notice to terminate the employment relationship during the trial period.

8. As part of the **professional development** of the employee, the employer will ensure that the employee receives proper training and learning in order to acquire the qualifications required for the work in the given position. Graduates of secondary schools, higher vocational schools, and universities will receive practical training in order to acquire the experience and skills needed to perform their work. In addition, the employer, depending on its needs, will ensure the employee continues to develop their qualifications and acquire new ones through training, study, education, and other forms of preparation. Further details are given in the provisions of Sections 227 to 235 of the Labour Code.
9. The **weekly work period** is 40 hours per week in an evenly scheduled single-shift regimen, or 38.75 hours per week in an unevenly scheduled three-shift regimen. The length of the equalization period is 26 weeks.
10. The employer can require the employee to work **overtime** within the scope of Section 93, paragraph 2, of the Labour Code.
11. The total **amount of overtime** must not average more than 8 hours per week over a period of 26 consecutive weeks. The number of hours of maximum allowable overtime in the specified equalization period does not include overtime for which the employee was granted compensatory leave. For the period of overtime, the employee shall be entitled to the wage to which they were entitled during this period (earned wage) and additional pay equalling at least 25% of their average earnings, unless the employer and the employee have agreed on the provision of compensatory time off for overtime instead of additional pay. The employee is not

entitled to the earned wage, additional pay, or compensatory time off if the wage that has been agreed to (Section 113 of the Labour Code) already takes into account possible overtime.

12. The **scope of minimum continuous daily rest** is stipulated in the provisions of Section 90 of the Labour Code. The **scope of minimum continuous rest in the week** is stipulated in the provisions of Section 92 of the Labour Code. Entitlement to **breaks at work for meals and rest**, or **reasonable time for rest and meals**, is specified in Section 88 of the Labour Code.
13. The **employee's wage** is determined by a wage assessment scale issued on the basis of applicable legal regulations or established in a separate clause governing contractual wages. The due date of wages and the regular date of payment of wages, as well as the method of payment of wages, are set forth in the Internal Payroll Directive.
14. Employees are represented by the **Trade Union of Workers in Science and Research**, and working conditions **are stipulated in a collective agreement** concluded between the employer and the aforesaid trade union.
15. The **social security authority** to which the employer pays the employee's social security contributions is the Prague Social Security Administration (Územní pracoviště PSSZ, Trojská 1997, 182 00 Praha 8).
16. Pursuant to Section 37 of Act No. 258/2000 Coll. on the protection of public health and amendment of certain related acts, as amended, the employee's work may be **classified in the first, second, or third risk category**.
17. The **employer's occupational health services provider** is Snowmedica s.r.o., with place of business at Zelená 1570/14, 160 00 Praha 6 - Dejvice. The employee is obligated to undergo occupational medical exams and vaccination as stipulated by law.



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