



PETERKA & PARTNERS

Advokátní kancelář, Law Offices, Cabinet d'avocats

Rules Applicable to Recruitment in the Czech Republic

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Advertising and Hiring

- ❖ Protection of personal data (an employer is entitled to require only the information directly related to an employment offer and the establishment of the employment relationship)
- ❖ any discrimination is prohibited
- ❖ Duty to inform (an employer is obliged to inform candidates before their hiring of their rights and duties concerning the job as well as the working and payment conditions of the offered employment contract)
- ❖ Preliminary health examinations (in cases specified by state health authorities)

Types of employment based on the number of employment contracts and on the length of working hours

- ❖ Full-time employment
- ❖ Part-time employment

Part-time employment may not be arranged for hours exceeding the prescribed weekly working hours. Both the employer and the employee may terminate part-time employment by giving a notice of termination for any reason whatsoever or without giving a reason at all. The notice period is 15 days and begins on the day the notice is delivered.

Types of employment based on the number of employment contracts and on the length of working hours

❖ Simultaneous jobs

If an employee arranges for several jobs at one time, he/she carries out work under simultaneous jobs. The rights and obligations arising from each employment are assessed independently.

❖ Part-time work

The employee may carry out part-time work for the employer with whom he/she has arranged full-time employment. Part-time work is work that differs in nature from the work carried out under the employment contract. Part-time work may be carried out within other employment or under an agreement on work carried out beyond the framework of employment

Types of employment based on the duration of an employment contract

❖ Employment contracts for indefinite period of time

employment is agreed for an indefinite period of time unless the employment contract expressly provides for the period of its duration

❖ Fixed-term employment

a fixed term employment contract may be concluded or prolonged a total of two years from the beginning of the employment relationship. However, if the period of six months from the termination of the previous employment relationship has elapsed, the previous employment relationship is not taken into account.

Types of employment

An employment relationship may also be distinguished according to the reason of its establishment:

- ❖ employment established by employment contract
- ❖ Employment established by appointment (concerns management positions)

An employee who is appointed to a function may be recalled from it by the employer or the employee may resign from such a function. The employment relationship does not end as a result of the expiration of an employee's term of function. The employer should agree with the employee on a further placement within the employer's establishment in another position. If the employer does not have another suitable position for the recalled employee, the employer may terminate the employment relationship; however, an employee will not be entitled to severance pay.

Types of employment

According to the place where the work is carried out we may distinguish:

- ❖ Employment where the work is carried out at the employer's premises
- ❖ Work carried out at home

The employment contract may allow the employee to carry out work for the employer at home under his/her own schedule and under conditions stipulated in the contract.

If the employee cannot carry out his/her work due to some obstacles, he/she is not entitled to wage compensation or overtime bonuses, bonuses for work on holiday or other compensations set out by wage regulation.

Employment contract

- ❖ An employment contract must be concluded in writing. The employer is obliged to give one copy of the written employment contract to the employee.
- ❖ if employment is arranged for a period not exceeding one month, the employer is required to conclude the employment contract in writing only if requested by the employee . Nevertheless, even if written form is not observed an employment contract is not to be automatically deemed invalid.

Employment contract – essentials

The employment contract between an employer and the employee must specify the following:

- ❖ the type of work to be carried out by the employee,
- ❖ the place of employment (municipality and establishment, or otherwise designated place),
- ❖ the commencement of the employment.

Employment contract – other particulars

The employment contract should contain information on the rights and obligations of the employee arising from the labour relations, i.e.:

- ❖ leave entitlement or, as the case may be, information on how leave entitlement is calculated,
- ❖ information on notice periods,
- ❖ wage-related information and information on the method of remuneration, wage maturity, wage payment terms and the place and method of wage payment,
- ❖ information on working hours and working hours schedule.

Employment contract – other particulars

- ❖ If the employment contract does not contain the above mentioned particulars, the employer is obliged to inform the employee of such details in writing no later than one month after the employment's commencement.
- ❖ This duty also applies to changes in such details.

Employment contract – Probation period

- ❖ An employment contract can stipulate a probation period, running for three (3) months at most. The agreed probation period cannot be extended.
- ❖ The probation period must be concluded in writing; failing that, an agreement on the probation period in the employment contract is deemed to be null and void.
- ❖ Within the term of the probation period the employer or the employee can terminate the employment contract in writing, for any reason or without stating a reason. The written notice on the termination of the employment must be delivered to the other party at least three (3) days before the employment terminates.

Recognition of Diplomas

Education acquired in the European Union is recognised in the Czech Republic:

- ❖ automatically (i. e. only with submitting a diploma) - for example, medical doctors or architects,
- ❖ semi-automatically (i. e. with comparison of the length and contents of study at a comparable educational institution),
- ❖ in terms of experience (especially people with lesser qualifications, craftsmen and other professions listed in the Trade Licensing Act) or
- ❖ for the purpose of providing services

Recognition of Diplomas and Professional Qualifications

- ❖ The Czech Republic has concluded international treaties on the recognition of education certificates with Afghanistan, Slovenia, Bosnia and Herzegovina, Hungary, Poland and Slovakia.
- ❖ In order to have his or her school report validated in the Czech Republic, an applicant, having finished his/her studies at a basic, secondary or vocational school in the above-mentioned countries, must file an application with the department of education by the regional authority.



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