



AMENDMENT OF THE LABOUR CODE and other changes of law as of June 1, 2025

AMENDMENT OF THE LABOUR CODE (the so-called „Flexi novela“)

Effective June 1, 2025, two major changes in the HR area were introduced by the Amendment of the Labour Code, and by the amendment of the Government Decree providing for Other Important Personal Obstacles on the Part of Employees. In addition, as of May 1, 2025, the amounts of radio and TV broadcasting fees and their calculation methods have changed, impacting many employers.

Are you aware of all the changes, and are you prepared?

TRIAL PERIOD

- Extension of the maximum length of the trial period up to **4 months** for non-managerial employees, and up to **8 months** for managerial employees.
- The trial period **may be extended additionally** (but not exceed the statutory maximum of 4 or 8 months).
- The trial period will be extended by any unexcused absence from work.

GROUND FOR A NOTICE OF TERMINATION UNDER SS. 52 (D) AND (E) OF THE LABOUR CODE + SEVERANCE PAY AND ONE-OFF COMPENSATIONS

- If employment is terminated on the grounds of health issues, it is no longer necessary to determine whether the **loss of medical fitness** is due to an occupational injury, an occupational disease, or an illness unrelated to work – all are treated under one ground for termination of employment under **Sec. 52 (d)** of the Labour Code.
- If the ground for termination of employment is an occupational injury, an occupational disease, or a suspected occupational disease, employees are entitled to a **one-off compensation** equal to 12 times their average earnings (covered by the employer's statutory liability insurance).
- New definition **under Sec. 52 (e)** of the Labour Code – exceeding the maximum exposure limits in the workplace: employees are entitled to **severance payments** of 12 times their average earnings (paid by the employer).

NOTICE PERIOD

- For notices of termination of employment delivered after June 1, 2025, **the notice period starts to run on the day the notice is delivered**, and the notice period ends on the day having the same calendar date as the date of delivery of the notice. If such a day does not exist, the notice period ends on the last day of the month.
- The minimum notice period remains **2 months**. However, in the case of terminations of employment under Sec. 52(f)-(h) of the Labour Code (“breach of duties, poor performance, loss of qualifications”), the notice period is at least **1 month**.
- You can agree different (longer) notice periods for various grounds for termination of employment, and different methods of calculating such periods.
- Employment contracts take precedence – the agreed terms regarding the

EXTENSION OF SUBJECTIVE AND OBJECTIVE DEADLINES FOR TERMINATION OF EMPLOYMENT DUE TO BREACH OF DUTIES

- **3 months** after the date the employer **became aware** of the reason (subjective deadline)
- **15 months** after the date the **reason occurred** (objective deadline)

INVALID TERMINATION OF EMPLOYMENT

- In the case of invalid terminations of employment, employees are now entitled both to wage compensation and to **vacation**.

PARENTAL LEAVE + FIXED-TERM EMPLOYMENT CONTRACTS

- Employers have **duty to reinstate** an employee returning from parental leave **before the child reaches the age of 2** to their original position and workplace ("the same chair").
- If the employee **replaces** someone temporarily absent due to maternity, paternity, or parental leave (or directly following the leave), the "twice only" rule for fixed-term contracts does not apply – however, the total duration still must not exceed 3 years per contract or 9 years in total.
- During parental leave, it is allowed to conclude a DPP or DPČ agreement (temporary work contracts) for the same type of work as in the original employment contract.

EMPLOYMENT OF MINORS

- Youth aged **14**, or over 15 who have not yet completed their compulsory schooling, may perform light work during summer holidays, provided the work does not endanger their health, education, and moral development.
- Employment of minors only in the first risk category is allowed.
- Written consent of a statutory representative is required.
- Their shifts must not exceed 7 hours per day, and their weekly working hours must not exceed 35 hours.
- Daily uninterrupted rest period must be at least 14 hours within 24 consecutive hours.

ENTRY MEDICAL EXAMINATIONS

Entry medical examinations for Category I jobs are no longer required.

SALARY PAYMENTS, CURRENCY

- With an employee's consent, salary can be paid in a foreign currency not only to employees working abroad, but also to foreign nationals specified by law.
- Bank transfers to the employees' bank accounts are the preferred salary payment method.
- Cash payment of salary is only allowed if an employee does not agree (with bank transfer) in writing, fails to provide necessary cooperation, or does not have a bank account.
- The pay sheet must be provided before the start of work.

PROHIBITION TO RESTRICT EMPLOYEE FROM DISCLOSING SALARY INFORMATION

- Employers must **not restrict employees** from disclosing the amount and/or the structure of their salary, wage, or remuneration from agreements.
- We recommend that you review the non-disclosure clauses in employment contracts or other agreements.

SCOPE OF OTHER SIGNIFICANT OBSTACLES TO WORK

- All obstacles to work previously related to a "spouse" or "marriage" now also apply to (registered) partners and (registered) partnerships.
- For an employee's **wedding**, 2 days of leave remain, but wage is compensated only for the ceremony day.
- In the case of the **death** of a spouse / partner, or a child, the employee is entitled to 2 paid days off + 1 day off for the funeral, plus up to 5 additional unpaid days off in the case of the death of a spouse/partner, a child, a grandchild, a parent, a grandparent, or a sibling.
- **Accompanying a family member** to a medical facility or a child to an educational counselling centre now includes the **return trip**.
- For **job search**, new rules provide:
 - Paid time off for up to 4 days (if employment comes to an end under Sec. 52(a)-(e) of the Labour Code or by agreement for the same reasons)
 - Unpaid time off up to 2 days (if employment comes to an end under Sec. 52(f)-(h) of the Labour Code or by agreement for same reasons)
 - Unpaid time off up to 4 days (if employment comes to an end for other reasons)

Once the above-specified days off have been used, the employee is entitled to additional unpaid leave to use the services of the Czech Labour Office – up to 2 days under the first and the last bullet specified above, and 1 day under the second bullet above. Even partial shift absence counts as a full day.

RADIO AND TV BROADCASTING FEES

- A **receiver** is now defined as any device capable of individually reproducing radio/TV broadcasts, regardless of the method of receiving broadcasting (e.g., computers, tablets, phones, and other internet-enabled devices); a new exception applies to devices used exclusively in production procedures for displaying procedure-related information.
- Employers with more than 50% disabled employees are **exempt** from the radio and TV broadcasting fees.
- Radio fee is **CZK 55 per month**, TV fee is **CZK 150 per month** (subject to 6% annual inflation adjustment as of each July 1 by the decree of Ministry of Culture).
- **Employers** pay radio and TV broadcasting fees **based on the number of their employees** in employment contracts only (not DPP, DPČ), as follows:
 - 25–49 employees = 5x radio fee + 5x TV fee
 - 50–99 employees = 10x radio fee + 10x TV fee
 - 100–199 employees = 20x radio fee + 20x TV fee
 - 200–249 employees = 30x radio fee + 30x TV fee
 - 250–499 employees = 70x radio fee + 70x TV fee
 - 500+ employees = 100x radio fee + 100x TV fee
- Employers having **24 employees or less do not pay** the radio and TV fees.
- The number of employees is determined based on the full-time equivalent (FTE) average per calendar month.
- Between May 1 and **June 30, 2025**, employers must report employee numbers to Czech Radio (“Český rozhlas”) and from July 1, 2025, start paying the new fee (typically paid on quarterly basis).

If you have any questions, please feel free to contact:



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