

**When the company tells me that there is no more work for me, they tell me not to come anymore...**

**The termination of my contract means signing some kind of a document and off I go.**

**I can only work in the Czech Republic as an employee of the agency, there is no other way to get a job here.**

**It is more advantageous for me to work freelance with trade licence – “živnostenský list”, I will get more money).**

The company should give you notice /výpověď/ with a two-month notice period. If the company ends or your workplace or position is cancelled, you are also entitled to severance pay (1-3 × monthly salary, depending on how long you work in a company). Be careful to terminate your contract by mutual agreement – you may and may not agree (in such case you are not entitled to get any redundancy money, you will get lower unemployment benefits and there some other risks involved).

Your job contract can only terminate by formal ways such as: termination of the contracted period, termination of your contract during trial period, termination upon the mutual agreement, and termination by giving a notice. You shall always walk away with a copy certifying the termination of your job contract, also you will receive certification of the employment and certificate about the insurance /evidencing list pojištění/.

Working through job agency is possible and legal in case you do not need a work permit (agencies are not allowed to send foreigners with work permit to other companies). You could also have a job contract signed directly with an employer, which is more advantageous for you as an employee.

The money your employer deducts from taxes and pays to insurance companies will then be your obligation as self-employed person. Trade licence is designed for running business, it means to conclude contracts with various companies; and then you issue invoices. In case you work with a trade licence for a single employer only you are conducting an illegal activity (so called “švarcsystém”).

**GET INVOLVED! /ZAPOJ SE!/ Programmes for Participation of Migrants and the Czech Majority.**  
The aim of the project is to support equal opportunities of migrants in the Czech Republic via support of direct assistance to migrants with employment-related issues, [www.cicpraha.org](http://www.cicpraha.org)

#### Useful links:

<http://www.cicpraha.org/>  
<http://www.pracovniporadna.cz/>  
<http://www.suip.cz/>



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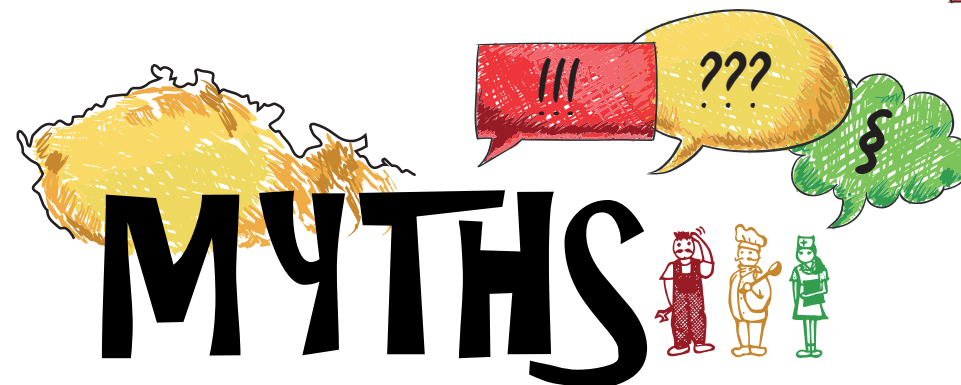
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[www.fondnno.cz](http://www.fondnno.cz) and [www.eegrants.cz](http://www.eegrants.cz).



## and Facts on the Employment in the Czech Republic

**The employer would not sign a contract with me for the first couple of days because they would like to try me first.**

**My contract states a minimum wage which includes 150 hours of overtime work per year. I will only get paid the minimum wage, not the overtime.**

**It is common that foreigners can only get paid a minimum wage.**

**In case I want my employer to pay health insurance and social security for me, it is taken away from my net income in cash.**

Trial period - a part of your contract - serves for the purposes of being “tested” whether you are good for the job. If you work for even a short period without a contract, there is no guarantee of your rights and salary.

The minimum wage corresponds to 40 hours per week. In case your contract states a wage including the overtime the wage should automatically be raised each month: for example 12, 5 hour overtime per week multiplied by minimum hourly wage of CZK55 is CZK687,50. This comes to the minimum wage of CZK9,200 + CZK687.50 = CZK9,887.50 gross monthly salary (2015). Should you not have contracted the wage including the possible overtime or you work even more hours (more than 8 hours overtime per week), you work nightshifts, weekends or public holidays you are entitled to get paid extra – at minimum +25% (i.e. hourly wage + 25%).

The minimum wage is granted by labour code and is only paid for unskilled work or ancillary jobs. The minimum wage does not apply to all work positions. For example: auxiliary worker in the kitchen may get the minimum wage, but a cook is entitled to higher wages (so called guaranteed wage).

Your employer has certain costs connected to your salary (wage). With work contract your employer has to pay the insurance required by law for you – 2/3 of the insurance are paid by the employer and 1/3 is deducted from your gross income. To pay taxes and insurance for employees is an obligation.

**The employer simply hands over the wages to me "cash on hand"; there is no need to sign anything.**

**The employer pays me wages in cash (pay out on hand) in form of several advance payments.**

**My contract states a minimum wage and the rest of the monthly salary is paid "on the side" in cash without payslip – it is a common practice, everybody does it this way.**

**I need to take unpaid leave every time I would like to go see my family for holidays. My work begins again upon my return.**

**My employer deducts accommodation costs from my salary. This is not stated in the contract.**

**I have to buy my own personal protective equipment needed for my job (boots, helmet, gloves).**

**My contract states that I will pay back for the costs of expensive trainings in case I decide to give a notice on an earlier date.**



Employee must receive a payslip with every pay check. The payslip shows your gross and net salary, how many hours of overtime have been included in your salary, whether the employer paid insurance for you, how many days of holiday you have and other important information.

Usual practice is that the employer sends your wages to your bank account. Employer is required to keep a record of the wages paid to their employees in their accounting. The wages shall be paid monthly and on a given date. If the employer paid you in advance you should get the rest of your monthly wages with a payslip.

This is the way your employer avoids paying higher taxes or insurance payments for the employees. This is not advantageous for employees, since sick-leave benefit, pension and unemployment benefits are calculated from the official salary. If you do not get extra money you agreed on you cannot claim this money – this part of your salary does not officially exist.

Every employee with work contract is entitled to vacation, at minimum 4 weeks per year. Your days of vacation are stated on your payslip. (Beware - the onset of vacation is determined by the employer from the operation point of view). During your vacation you are entitled by law to get a refund of wages in average!



The costs for accommodation should not be deducted by your employer unless you agreed on it in the contract.

If the character of your work require the use of personal protective equipment, the employer should get these at their cost, you will not pay for these. Every workplace has to follow the work safety rules.

In case your employer needs to train you for the given job, the training is supposed to take place during the working hours at the employer costs. Do not pay for the trainings and do not pay any money back, not even when leaving during trial period. If your employer includes such article in the work contract this part of the contract is considered invalid.

**The employer can punish me for bad work by lowering my wages.**

**I shall remind my employer to pay me my salary every month.**

**My employer does not pay me on time. I have to be patient.**

**I only know the first name of my boss and I have his phone number. If there are problems, I have to find this person and deal with him/her.**



Employer is only allowed to lower or refuse to pay bonuses, perks or extra pay, and not to lower your basic salary. In case you do not perform well, your employer could give you an official warning (in writing) and later a notice.

The wages are officially stated in your contract or wages assessment. The employer is obliged to pay net salary without being reminded and despite worse financial situation of the company in the given month.

The latest possible day for pay check is the last day of the following month. Should the employer not pay you neither till this time nor 15 days later, you are entitled to cancel the contract immediately in writing /Okamžité zrušení pracovního poměru/ and sue the employer at court for the failure to pay wages.

Your contract is signed between you and your employer, a company, an enterprise not with Anita or Michal. The title and address of your company is stated in your contract. Every company is listed in certain registry (i.e. Commercial – obchodní rejstřík, Trade Register – živnostenský rejstřík...). The registers contain an address and company registration number ("IČO") where official mail could be sent.

This address is decisive in case when you would like to file official complaints at the relevant institutions (correspondent authorities, labour inspectorate).

**Should the employer fail to pay me my wages or in case they treat me in an inappropriate way, I will do the same – I will not come to work, for example.**

**When my boss tells me that there is no work for me on the given day, that I should not come to work, I have to stay at home and the company will not pay me for this time.**

All of the problems should be solved in accord with Czech law. The wrong behaviour of your employer should not be returned in a way that violates the law. If you break law, your employer has a good reason to make you redundant; in this case you are the one who is responsible for this situation. In case when you fail to come to work and your no-show is not supported by the sick note, such day counts as an unexcused absence.

This is so called "obstacle to work" on the side of the employer which must be compensated by the refund of wages. If the employer proposes you to take a holiday on this day you do not have to agree.