# What is Work Contract

* Under labour law, an employment contract establishes an employment relationship between an employer and an employee.
* It is legally regulated in the Labour Code.
* It must always be concluded in writing and is usually drawn up in three copies: for the employer, the employee and the district social security administration.
* However, the employee must always receive one copy.
* 2 The employment contract is signed by the employee and the employer (or by a person authorised to act for the employer in employment relations on the basis of a power of attorney).

# Types of Work contract

## 1. Fixed-term and indefinite employment contract

* Every employment contract must contain 3 essential elements:
* the type of work
* the place of work
* the date of commencement of employment.
* Otherwise it is invalid. The amount of earnings can be agreed either directly in the contract or separately in the pay slip.
* A fixed-term employment contract may be concluded for a maximum of 3 years.
* The employer may then extend it a maximum of two times. Therefore, you can be employed by one company for a maximum of 9 years on a fixed-term contract (this will be 3 x 3 years).
* An open-ended contract is the most advantageous for the applicant.
* It normally includes a two-month notice period, which can be used by both the employee and the employer.
* Both fixed-term and open-ended employment contracts usually also agree on the length of leave or probationary period.

## 2. Agreement for the performance of work (DPP)

* The scope of work may not exceed 300 hours per calendar year for a single employer.
* If the monthly remuneration does not exceed CZK 10,000 per month, the employee only pays tax on the earnings, but health and social insurance is not deducted.
* Those who work on a FTE are not usually entitled to holiday pay.

### 3. Employment agreement (FTE)

* The agreed scope of work may not exceed 20 hours per week, which corresponds to half-time work.
* Health and social insurance is already payable on earnings above CZK 2,500 per month.

# Findings of the Work contract

## 2. Employment relationship, start date

* 2.1 The Parties agree that the Employee's date of commencement of employment shall be the date of (add). On that date, the employment relationship between the Employer and the Employee shall commence.
* 2.2 The employment relationship is agreed for a fixed period of time until (add).

## 3. Type of work and place of work

* 3.1 The Employee is recruited for the position of (add).
* 3.2 The place of work is (add).

## 4. Probationary period

* 4.1 A probationary period of three months is agreed.
* Both the employer and the employee may terminate the employment relationship during the probationary period for any reason or no reason.
* The probationary period shall be extended by the number of days' absence from work for which the employee does not work during the probationary period and by the number of days' leave.

## 5. Pay

* 5.1 Employees shall be paid for work performed. The amount of the wage shall be determined in the wage statement.
* 5.2 Wages shall be payable monthly in arrears, no later than the following calendar month on the normal pay date determined by the employer. Wages shall be paid, as agreed by the parties, by wire transfer to the employee's bank account.
* 5.3 The employer shall make deductions from the wages in accordance with the generally binding regulations in force in the Czech Republic.

## 6. Obligations of the employee

* 6.1 In particular, the employee shall:
  1. perform the work personally as instructed by the employer in accordance with the employment contract within the weekly working hours and comply with the obligations arising from the employment relationship,
  2. work properly to the best of his/her ability, knowledge and skills, carry out the instructions of his/her superiors in accordance with the law and cooperate with other employees,
  3. to use working hours and means of production to carry out the work assigned to him/her, and to perform work tasks in a good and timely manner,
  4. follow the employer's instructions, this contract and the employer's internal organisational regulations with which he/she has been familiarised,
  5. to comply with the legal provisions applicable to the work he/she performs; to comply with other provisions applicable to the work he/she performs, provided that he/she has been duly acquainted with them,
  6. to manage properly the funds entrusted to him by the employer and to guard and protect the employer's property against damage, loss, destruction and misuse and not to act contrary to the legitimate interests of the employer,
  7. to maintain confidentiality of facts of which he or she has become aware in the course of employment and which, in the interests of the employer, may not be disclosed to other persons; this shall not apply if the employee has been released from this obligation by the statutory body or the employee's authorised manager,
  8. not to accept gifts or other benefits in connection with the performance of his employment, except gifts or benefits provided by the employer,
  9. not to engage in any gainful activity in addition to his employment with the employer, identical to the employer's business, without the prior written consent of the employer.

## 7. Obligations of the employer

* 7.1 In particular, the employer shall:

1. assign the employee to work under this Agreement and pay the employee a wage for that work in the amount and under the conditions set by the employer in the employee's wage statement,
2. create conditions for the performance of the employee's work tasks.

## 8. Working hours

* 8.1 The weekly working hours and their distribution are governed by the provisions of Section 78 et seq. of the Labour Code and amount to 40 hours per week.
* 8.2 The working time is evenly distributed over a five-day working week.

## 9. Holidays

* 9.1 Employees shall be entitled to leave to the extent and under the conditions set out in Section 211 et seq. of the Labour Code, the duration of which shall be negotiated between the employee and the employer in advance.
* 9.2 In case of disagreement, the employer shall decide on the date of taking the leave.

## 10. Termination of the employment relationship

* 10.1 Termination of employment shall be governed by Section 48 et seq. of the Labour Code.
* 10.2 The notice period is the same for both employer and employee and is two months.
* 10.3 The period of notice shall commence on the first day of the calendar month following the month in which the notice is given and shall end on the last day of the relevant calendar month, subject to exceptions under the Labour Code.

## 11. Final provisions

* 11.1 This Agreement is drawn up in two copies, one of which shall be given to each party. It shall take effect upon signature.
* 11.2 This contract may be amended and supplemented only by written amendments approved by both parties.
* 11.3 The Parties, having read this Agreement, declare that they agree with its contents and that this Agreement has been made in a serious, definite and intelligible manner and on the basis of their true and free will, in witness whereof they affix their signatures below.