

Dear Clients and Business Partners,

The amendment to the Labour Code will come into force this year, on October 1st. The most significant changes brought about by this amendment concern mainly remote working, agreement to complete a job, and agreement to perform work ("Agreements"). Below we summarise some specific changes that will affect almost all employers.

Remote working

Written agreement: Remote working must be newly agreed in writing. Therefore, if an employee currently operates a home office on the basis of a "gentlemen's agreement", a change is necessary.

Costs: The law newly specifies the employer's obligation to cover the costs of an employee's home office or to arrange that employees bear the costs themselves.

Work schedule: It will also be appropriate to adjust the home office work schedule in the agreement. The employee will be able to schedule work, upon agreement, on his/her own, whereby we recommend taking into account the employee's availability requirements, the implications of working nights or weekends, etc.

Changes to the Agreements

Work schedule: Employers are now obliged to schedule working hours at least three days in advance, even in the case of "agreement workers". However, this period can be, to a limited extent, shortened by agreement.

Obstacles to work: The provisions on obstacles to work will be fully applicable to Agreements and the employer will therefore also be obliged to release the "agreement

worker" from work in the event of obstacles.

Request to conclude an employment contract: If the employee has been working for the employer on the basis of an Agreement for at least 180 days in the last year, he or she can request the employer to conclude an employment contract. The employer will only be able to refuse on the basis of a legitimate reason.

Other important changes

Withdrawal from the contract: If the employment contract/Agreement is concluded electronically, the employee is entitled to withdraw from the contract/Agreement within 7 days if the work has not yet started.

Reversal of the burden of proof in termination: In some cases, following an employee's complaint, the

employer may have the obligation to prove, in a dispute over the invalidity of the termination, that termination was not given on the grounds that the employee has asserted in his claims.

Leave: From January 1, 2024, "agreement workers" will also be entitled to leave.

The above is a list of only some of the essential changes, focusing on those that need to be reflected as soon as possible (conclude HO agreements, adjust the Agreements).

We would be happy to help you with the implementation of any necessary changes and provide advice. If you would like our assistance in connection with the above, or just a more detailed overview of all the changes that the amendment will bring, please do not hesitate to contact us. In the next month, our firm will also organise a client academy on the amendment to the Labour Code and its practical implications, which will be open for registration.

Matěj Tkadlec, Senior Associate

Matej.Tkadlec@glatzova.com

Erika Novotná, Senior Associate

Erika.Novotna@glatzova.com