FLEXI AMENDMENT OF THE LABOUR CODE

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Abstract: *The paper focuses on the Amendment of the Labour Code implemented through Act N. 120/2025 Sb., which became effective on 1 June 2025. The main objective of the Amendment is to increase the level of flexibility within employment relations and modernisation of the labour market as well as to create a more favourable environment for balancing work and personal life of parents of young children. That is why the Amendment has often been designated as the Flexi Amendment. More extensive flexibility has not only been a requirement to be followed within modern European employment regulation, but also serves as a key component of the global trends in labour law. The Amendment is based on experience acquired in the course of application of the Labour Code and relating legislation, and also on the relevant case law of the Supreme Court of the Czech Republic and of the European Court of Justice. The drafting of the Amendment was carefully observed by both professional and lay public.*

Keywords: *labour law, employees, employers, labour relationship, employment*

INTRODUCTION

The main purpose of labour law is to define detailed rules for all parties to employment relations from which those parties often cannot deviate. Labour law often protects an employee against their will as the Labour Code stipulates that any act whereby an employee would waive the rights guaranteed by the law is to be disregarded.

However, it would be incorrect to consider labour law only as a tool for the protection of an employee. The development in the recent years has been directed not only towards strengthening the rights of employees but also, in certain respect, to liberalisation of certain institutions of labour law and strengthening some atypical employment relations. The digital revolution and development of modern forms of work can even deepen such needs. Nevertheless, such tendencies should never result in significant depreciation of statutory protection of an employee. The main role of labour law is now, more than ever, to seek the balance between controversial interests of parties to employment relations.[1] This is the main idea having inspired the Amendment to which this paper is devoted.

The long-awaited amendment of the Labour Code came into effect on 1 June 2025 in the form of Act N. 120/2025 Sb., to change Act N. 262/2006 Sb., the Labour Code, as amended, and some other laws. There is a significant change to the concept of unemployment benefit in Act N. 435/2004 Sb. to regulate employment; partial changes were

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[1] TOMŠEJ, J. *Zákoník práce v praxi – komplexní průvodce s řešením problémů [The Labour Code in Practice – A Comprehensive Guide with Problem Solution. 6th ed.]*. Praha: GRADA Publishing, 2025, p. 13.

introduced to the occupational health checks in Act N. 373/2011 Sb. to regulate specific medical services.

The main objective of this rather extensive Amendment widely debated in both theory and practice is to increase the level of flexibility within employment relations and modernisation of the labour market as well as to create a more favourable environment for balancing work and personal life of parents of young children. As a result, the Amendment is often referred to as flexibilising, or the *Flexi* Amendment.

Higher flexibility is a basic requirement not only for modern European employment regulation but also for global trends in labour law.[2]

This paper is to focus on the main changes introduced by the Amendment of the Labour Code.

I. CHANGES TO THE LABOUR CODE

I.1 Concurrence of basic employment relations with one employer

From 1 June 2025, an employee on parental leave can be provided with an *agreement to perform a particular job* or an *agreement to perform work* (both types of contract are considered as regular types of employment in the Czech Republic) with a subject-matter corresponding to that of their full-time employment. This means that no prohibition to perform the same work applies in such situation. However, the prohibition to be engaged in more than one type of employment with one employer continues to exist in other cases.

An advantage of this new regulation should primarily be preserving the possibility of keeping an employee in contact with their profession during parental leave as well as an opportunity to earn some money in addition to the parental benefit payment. Parental leave may last until the child reaches the age of 3; a mother commences her parental leave after her maternity leave has terminated, and a father can start his parental leave after the birth of the child. However, material welfare during parental leave, namely the parental benefit payment as a benefit belonging to the state social support scheme, can be received by only one parent.

I.2 Return from parental leave

Where an employee returns to their employment before the day when the child to whom the parental leave applied reaches 2 years of age, the employer is obliged to assign the employee to the same work and workplace before the parental leave unless the work has ceased to exist or the workplace has been cancelled. It is expected that the regulation can motivate parents, who can be on parental leave until the child reaches 3 years of age, to return earlier to their original employment.

I.3 An exception from the ban on the chaining of fixed-term employment contracts

The Amendment introduces an exception to the rule "three times and enough", i.e. three times a fixed term contract and then its indefinite extension. The exception applies to

[2] PICHRT, J. et al. *Pracovní právo. [Labour Law. 1st ed.]*. Praha: C. H. Beck, 2021, p. 10.

cases where an employee substitutes for another employee who is on maternity leave, paternity leave, or parental leave, or also other leave in the year immediately following any of them. Employment of such employee can be repeated unlimitedly under the Amendment. However, the basic rule still applies that the total duration of all fixed-term employment contracts between the same parties must not exceed 9 years from the date of commencement of the first fixed-term contract, and the length of one fixed term contract must not exceed three years.

I.4 Maternity leave and parental leave in a foreign country

An employee whose place of work is in a foreign country and is expected to be on maternity or parental leave abroad will be provided, by their employer and upon fulfilling all statutory conditions, the reimbursement of accommodation costs for a period of 14 days in the same amount as before the beginning of the maternity or parental leave. The employee has the right to have other expenditures stipulated by the law reimbursed; the basic requirement for exercising such right is that the employee notifies their employer at least 10 weeks before the expected date of birth of their child that the employee intends to be on maternity or parental leave in that foreign country.

According to the explanatory report of the Amendment, this is considered as a unification of regulations regarding reimbursement of certain expenses[3] to employees working for employers in the non-business sphere with the regulation applicable to the performance of service abroad under Act 150/2017 Sb., to govern foreign service, and to provide regular employees with the same position and advantages as those provided to civil servants posted to serve abroad, and particularly to improve the position of employees caring for children.[4]

I.5 Sending employees caring for children on a business trip

Employees caring for children up to 9 years of age (it was 8 under the former regulation) can be sent on a business trip outside the district of their place of work or residence only upon their prior consent; they can be relocated to a different place of work only upon their request.

I.6 Probationary period

An employment contract usually contains a probationary period clause representing a possibility when both the employer and the employee may withdraw from the contract at their discretion within that period. From 1 June 2025 the maximum permissible length of a probationary period is extended as follows:

- 8 months for an employee in a managing position (previously the maximum was 6 months);
- 4 months for other employees (previously the maximum was 3 months).

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[3] See VYSOKAJOVÁ, M. Změny zákoníku práce a souvisících předpisů (tzv. Flexibilní novela ZP). [Changes to the Labour Code and relating laws (the so-called *Flexi* Amendment of the Labour Code)]. *Rodinné listy.* 2025, Vol. 14, No. 5.

[4] Explanatory Report regarding the Government Bill to amend Act N. 262/2006 Sb., the Labour Code, as amended, and some other laws (Parliamentary Print N. 775/0, p. 45).

One rule continues to be applicable, namely that a probationary period cannot be longer than one half of the fixed-term contract duration. If the maximum duration of a probationary period is not stipulated in a contract or agreement, it can be extended upon agreement by the parties and in the course of the period, up to the maximum duration permitted by the law.

I.7 Notice of termination of employment – notice period, reasons and severance pay

The rule for computation of notice period and even the length of that period in some cases has essentially changed from 1 June 2025. The notice period commences on the day of delivery of notice to the other party; it ceases on the day identical in its number with that day. If there is no such day in the last month the last day of the notice period is the last day in that month. For example, if a notice is delivered on 2 June, the last day of the notice period is 2 August. Under the previous regulation, the last day would be 31 August because the two-month notice period started to run on the first day of the calendar month following the delivery of the notice to the other party; as a result, the time between the delivery of the notice and the termination of employment could have been actually 3 months. That practice proved to be rather problematic particularly in cases where delivery of the notice was unsuccessful by the end of a month and the employment was unintentionally extended, frequently in a situation when trust between the parties had been disrupted.

The Amendment makes the originally two-month notice period shorter by one month if an employee is given notice for reasons provided in section 52 f) to h) of the Labour Code. This is in a situation where the employee fails to satisfy requirements stipulated by law for the regular performance of the work assigned, or the employee shows unsatisfactory work results. This is based on the presumption that it would be unjust to require the employer to provide financial payment to the employee without corresponding counter-value on the part of the latter, even in cases where the situation was not the employee´s fault. Another example is the termination of employment due to violation of work duties on the part of an employee. Here again an employer cannot be justly required to continue the employment of a problematic employee without trust.

The notice period has been shortened to one month also in cases where an employee gives notice under section 51a of the Labour Code. This applies to situations relating to the passage of rights and duties resulting from employment, or the passage of the performance of rights and duties in employment.

The notice period lasts two months in all other cases.

Before the Amendment it was also possible to prolong the minimum length of a notice period. However, the new regulation expands the freedom of contract to cover also different courses of running of a notice period.

Both the prolongation of a notice period and change of its running can be done upon written agreement of the parties to an employment contract under the condition that the deviating contractual provision would apply equally to the employer and the employee. There is an exception to that requirement, namely section 52 f) to h) of the Labour Code allowing that the same contractual rule need not apply to the employee.

The concept of “protective period” should be mentioned in this context. This is a period recognised by the law during which the termination of employment would be par-

ticularly harsh for an employee. It applies, for example, to sick leave, pregnancy, and maternity, paternity or parental leave. The employer must not give notice of termination of employment to an employee during a protective period in situations listed in section 53 (1) a) to e) of the Labour Code. In case the employer gives notice before the beginning of a protective period and the notice period would finish during the protective period, the protective period is not counted within the notice period. In such a case, employment would terminate upon expiry of the remaining part of the notice period after the termination of the protective period. There is an exception to this rule: if the employee notifies the employer that they do not insist on the prolongation of employment accordingly.

I.8Reasons for the notice of termination

Reasons for the notice of termination of employment under section 52 d) and e) of the Labour Code have been modified in consequence of the changed conception of providing severance pay on the occasion of termination of employment due to incapacity to work as a result of occupational accident or occupational disease.

The employer may terminate the employment of the employee under the following provisions:

- Section 52 d) of the Labour Code: if due to their health condition, the employee has lost the ability to perform their current work on a long-term basis according to a medical opinion issued by an occupational health service provider or under a decision of the competent administrative authority reviewing the medical opinion;
- Section 52 e) of the Labour Code: if the employee has reached the maximum permissible exposure at a workplace determined by a decision of the competent public health authority.

Previous legal regulation consistently distinguished between two situations: (a) the notice of termination by the employer was given due to the incapacity to perform the contracted work as a result of an occupational accident, occupational disease or being at risk of an occupational disease, and (b) the notice of termination by the employer was given due to the incapacity to work due to reasons unrelated to the performance of contracted work. The primary reason for such distinction was the rather stable case law of the Supreme Court, having adjudicated that confusion of these grounds of termination by the employer or the occupational health provider constituted grounds for invalidity of the notice of termination.

From 1 June 2025, in this context the reason for the notice of termination of employment to be given by the employer is that the employee has lost, on a long-term basis, their ability to perform the work contracted. Impossibility or loss of ability to perform the contracted work must be clearly indicated in the medical report issued by the occupational health service provider or upon the decision of a competent administrative authority reviewing the medical report. There is no need for the employer to justify the notice above the scope of the wording of section 52 d) of the Labour Code; the distinction between reasons for incapacity to work is relevant for the purposes of subsequent application of section 271ca of the Labour Code, namely the provision of one-off compensation of non-economic harm. Should the employee believe that the medical report or the decision of an administrative body are incorrect the employee may apply for review

under special regulations. The report as well as the decision must exist at the time of notice. It is insufficient where the medical report contains a certain recommendation, such as the change of the type of work. The report must clearly state that the employee´s incapacity to person contracted work is long-lasting and not temporary.

The loss of capacity to work on a long-term basis is defined as a stable health condition restricting physical, sensory or mental abilities of an employee that are relevant to the performance of their recent work if such condition lasts longer that 180 days, or it may be reasonably presumed that the condition will last more than 180 calendar days, and the performance of contracted work would seriously endanger the employee's health.[5]

There is a new autonomous reason for termination introduced, namely when the employee must not perform the contracted work because the maximum permissible exposure was reached in their case (section 52 e) of the Labour Code). Such workplaces are determined by the decision of a competent public health body (a regional public health agency). Reaching the maximum permissible exposure[6] is not a disease. Its legal regulation serves to prevent occupational diseases.

When the Amendment of the Labour Code was debated in the Parliament, a group of Deputies presented as an amendment a possibility that the employer may give a notice of termination without stating any reason to the employee. The group of Deputies restricted their amendment to exclude employees in the public sector, pregnant women, and employees on maternity, paternity or parental leave. This amendment was extensively discussed also outside the Parliament. Concerns prevailed that such possibility could be misused by employers, if enacted. As a result, a majority of Deputies were against the amendment, and so it was eventually rejected.

A reason for the notice of termination must be defined as to the facts in such a way that it cannot be confused with another reason.

I.8.1 One-off compensation for termination of employment and severance pay

An employee whose employment is to be terminated by notice given by the employer under section 52 d) of the Labour Code as the employee, due to their health condition confirmed by a medical report issued by an occupational services provider or by a decision of the competent administrative body having reviewed the medical report, lost their ability, on a long-term basis, to perform the contracted work due to an occupational accident, occupational disease or being endangered by such disease, becomes eligible for a one-off compensation upon the termination of employment (section 271 of the Labour Code). The same applies if the employment is terminated for the same reasons by agreement between the employee and the employer.

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[5] VYSOKAJOVÁ, M. *Změny zákoníku práce a souvisících předpisů (tzv. Flexibilní novela ZP). [Changes to the Labour Code and relating laws (the so-called Flexi Amendment of the Labour Code)].*

[6] The maximum permissible exposure is set for employees who are exposed to adverse effects of the working environment in the course of their work and consists – in order to prevent occupational diseases – in determining the number of shifts after which the employee may no longer perform the work and must be transferred to another job. If the transfer does not take place, e.g. because the employer does not have any other suitable work for the employee, reaching the maximum permissible exposure is grounds for termination of the employment by notice given by the employer.

The employer is obliged to pay the one-off compensation upon termination of employment to the employee at the earliest payment date specified by the employer. The employer may agree in writing with the employee to pay compensation on the date of termination or later.

The one-off compensation is exempt from income tax, is not subject to social security contributions, nor is it included in the employee's assessment base for the purposes of public health insurance fees.

The payment will be reimbursed to the employer by their insurance company on the grounds of statutory insurance of obligation to compensate damage or non-economic harm in the case of an occupational accident or occupational disease (by the Generali Česká pojišťovna or by the Kooperativa a.s. Vienna Insurance Group). This does not apply to employers in the position of an organisational unit of the State.

The employer may compensate the employee with an amount of more than 12 times their average monthly earnings – e.g. on the basis of a collective agreement. The insurance company is only obliged to compensate the employer for damages and non-economic harm to the extent that the employer is liable for them under the Labour Code. Any compensation in excess of 12 times the average monthly earnings would have to be paid by the employer from its own resources and will not be reimbursed.

If employment is terminated by notice or by agreement because the employee has reached the maximum permissible exposure at a workplace determined by a decision of the competent public health authority (Section 52 e) of the Labour Code), a severance pay of at least 12 times their average earnings is due.

I.8.2 Extension of prescriptive periods

In connection with the requirements and concerns in practice, the periods have been extended within which an employer may give notice to an employee for their breach of duty, or for a reason for which the employment may be terminated immediately. The previous length of such periods seemed insufficient for obtaining all relevant information (section 58 of the Labour Code). The first time-limit is an individual (subjective) period running for 3 months (instead of the previous two months) from the moment the employer became aware of the reason for a notice of termination; if the breach of obligations happened in a foreign country, the time-limit would be 3 months after the employee has returned to the Czech Republic. The objective time-limit is 15 months (instead of the previous 12 months) and it starts to run on the day when the reason for the notice happened. If, during those 3 months of the subjective time-limit, the conduct of an employee that constitutes the violation of work obligations becomes the subject of investigation by another authority, the employer may give notice of termination or instant dismissal within three months of the date on which the employer becomes aware of the result of such investigation.

I.8.3 Rights of an employee if the termination of employment is invalid

Where an employer gave an invalid notice to an employee, or an invalid instant termination of employment, or it was done during the probationary period, the rights of the employee depend on whether the employee wishes to continue the work with that employer. Notification that the employee insists that their employment with the employer

should continue must be submitted in writing (section 69 (1) of the Labour Code); the employer is obliged to provide compensation of wages or salary in the amount of an average monthly income. From 1 June 2025, the employer is also obliged to provide holiday leave for the calendar year from the date of notification until the employer makes it possible that the employee can continue in the employment, or until a valid termination of employment is executed. The Amendment thereby reacts to the case law of the Court of Justice of the EU, under which an employee is entitled to holiday even during litigation regarding (in)validity of termination of employment when no work has been assigned to them.

The Amendment complements the scope of earning activities with self-employment, which the court can take into consideration when determining the amount of compensation of wages or salary if the termination of employment by the employer has been invalid.

I.9 Work performed by juveniles younger than 15 years of age and juveniles who have not yet completed compulsory schooling

Act N. 150/2025 Sb. has amended also the Civil Code in its sections 34 and 35, thus creating an opportunity for juveniles from the age of 14 to be employed during their main vacation time upon written consent by their statutory representative and under the completion of conditions stipulated by another law (which is the Labour Code). Where a parent is the statutory representative the making of an employment contract, agreement to perform a particular job or an agreement to perform work, must be based upon written consent by both parents because they both should execute their parental responsibility in mutual agreement (section 876 of the Civil Code).

An employee younger than 15 or an employee not yet having completed compulsory schooling are allowed to do only light work during the main holidays which is not detrimental to their health, education and moral development (section 244a of the Labour Code), i.e. types of work listed within the first degree of risk under Act N. 258/2000 Sb. regulating the protection of public health, such as distribution of printed materials or administrative activities, etc.).

The Amendment stipulates for those employees limits regarding the length of working hours per week and shifts. The maximum number of hours per week with all employers must not exceed 35. The maximum length of a shift is 7 hours. The minimum daily rest period must be 14 hours within 24 consecutive hours. Overtime work and work between 8pm and 10pm is prohibited.

The commencement of employment either upon a contract or an agreement must be preceded by a medical examination of the juvenile executed by a provider of occupational health services, which is arranged by the employer and at their expense. (section 247 of the Labour Code).

The Amendment has no impact upon the legal regulation under section 121 and following of Act N. 435/2004 Sb., to govern employment, which regulates artistic, cultural, sports or advertising activities of children below 15 years of age and before their completion of compulsory schooling.

I.9.1 Pay sheet

Unlike the previous legal regulation requiring that a pay sheet be provided on the date of commencement of employment, the Amendment allows for the issuance of a pay sheet before the performance of work.

The pay sheet can be delivered to an employee in person or to an electronic address which is at the employer's disposal. However, there are different rules than those applicable to the delivery to an electronic address not within the disposal of the employer.

If the document is delivered to an address that is not at the employer's disposal, it will be delivered when the employee acknowledges receipt in writing to the employer. If the acknowledgement of receipt is not received within 15 days of the date of dispatch of the document, the statutory fiction of service does not apply in comparison with service to an electronic mail address which is not at the employer´s disposal. On the contrary, service will be ineffective.

The pay sheet within such type of delivery must be accessible by the employee in such a way that they can save it and print it out.

The obligation that a pay sheet must be appended with a certified recognised electronic signature when delivered to an electronic address is preserved and applies also for this new mode of delivery to the electronic address.

I.9.2 Wages, salary and remuneration from the agreement

Employees receiving salary have newly included in their countable practice (experience) the care for a close person in third degree (severe dependence) or fourth degree (complete dependence) according to Act No.108/2006 Sb., governing social services. The period of duly completed doctoral studies at a university will also be taken into account.

The default rule for the method of payment for work is changed, where the primary method of payment of wages, salary and remuneration from the agreement is to be payment to the employee's bank account. It is now stipulated that it must be an account in Czech crowns arranged with a bank, savings or credit cooperative with its registered office in the Czech Republic or a branch of a foreign bank with its registered office in the Czech Republic. It is also possible to arrange for another method of payment.

The duty to pay to the bank account does not apply if:

- An employee submits a written disagreement with such method of payment;
- An employee fails to provide necessary cooperation (fails to provide the bank account number, etc.); or
- An employee has no bank account set up.

In those cases the rule for payment in cash at the workplace applies.

I.9.3 Impediments to work – long-term care

Section 191a of the Labour Code governing the impediment to work in the form of providing long-term care in the meaning of sections 41a to 41c of Act N. 187/2006 Sb., governing sickness insurance, is now free from the condition that the employer must provide work leave due to "serious operational reasons". As a result, work leave is to be tied only to conditions specified in the Sickness Insurance Act.

I.9.4 Holiday

In connection with the granting of the right to holiday leave to employees who perform work under either type of *agreement* to work outside the employment contract, the provisions of section 216 (1) of the Labour Code relating to the chaining of employment relations with one employer are regulated.

It is now stipulated that the termination of the existing employment contract and the immediate subsequent creation of a new employment contract with the same employer is considered as a continuous duration of the basic employment relationship.

I.10 Non-disclosure clauses regarding wages, salary or remuneration

Many Czech employers used to prohibit, via various clauses, their employees to talk about the amount of their wages. The Amendment newly prohibits any non-disclosure clauses regarding pay. Section 346a of the Labour Code stipulates that an employer may not restrict their employees in how they handle information on the amount and structure of their wage, salary or remuneration. The change is primarily intended to serve transparency in pay, and thereby reduction of pay differences between men and women. Non-disclosure clauses or agreements non-compliant with section 346a of the Labour Code will be disregarded. Should employers enforce non-disclosure clauses they may be liable to a fine.

I.11 Activities of a trade union organisation with the employer

Under section 286 (3) of the Labour Code, a trade union organisation may exist at an employer's business only if it is authorised by its by-laws to do so and at least three of their members are in a basic employment relationship with the employer.

An employer may not require information about an employee's membership in a trade union, so some trade unions prove that they meet the conditions for their activities in the employer's business by notarial deed if they wish to conceal which members of the trade union are employed by the employer. The amendment adds the following clauses to Section 286 (4) of the Labour Code: *"If the employer so requests, the trade union is obliged to prove that the condition of a minimum number of members employed by the employer pursuant to Section 3 has been met; the employer is obliged to provide the necessary cooperation. If the trade union fails to prove compliance with this condition in any other way, it must provide the necessary assistance to a notary appointed and paid for by the employer for the purpose of certifying compliance with this condition and drawing up a notarial record of such certification."*

I.12 Average earnings

The Amendment in section 360 of the Labour Code modifies the use of average earnings for the period after the termination of employment when the employment relationship terminates along with the end of a calendar quarter, which is relevant, for example, for the calculation of the amount of severance pay, compensation of pay due to outstanding holiday leave or compensation due to a non-competition clause.

Section 360 of the Labour Code stipulates that *"where average earnings are to be used after the termination of the employment relationship the amount of the last average earning ascertained in the course of employment relationship applies."*

I.13 The concept of lone employee

Section 350 (1) of the Labour Code providing for the concept of "lone employee" has been modified. Under this section a lone person is such who does not live in marriage, partnership or registered partnership, or a person who is alone due to another serious reason under the condition that such person does not live with a partner.

A lone person can be a person having contracted a marriage, partnership or registered partnership but does not live with the spouse, partner or registered partner because, for example, the other person is missing or serving a long term of imprisonment.

On the contrary, a person not having contracted a marriage, partnership or registered partnership, but living together with a partner is not considered as a lone person.

II. CHANGES TO ACT N. 373/2011 SB., GOVERNING SPECIFIC HEATLH SERVICES

The Amendment to the Act brings a fundamental change to the regulation of initial medical examinations. If a person is applying for a job in which they are to perform work classified in the first category according to the Act governing the Protection of Public Health and it does not include an activity for the performance of which the conditions of medical fitness are laid down by special legislation, the initial medical examination is no longer compulsory in this case.

However, even under these circumstances, the employer may continue to insist on an initial medical examination, and the employee may likewise require it.

III. CHANGES TO ACT 435/2004 SB., GOVERNING EMPLOYMENT

The changes to the area of employment (i.e. unemployment benefit and re-training support) will not come into force until 1 January 2026. The changes respond to new legislation regulating termination of employment by the employer and are intended to provide better protection for people who lose their jobs as a result. There are also parametric changes to both benefits.

III.1 Unemployment benefit

There are changes to the age limits of job seekers and the period of the provision of the benefit:

- 5 months for job seekers up to 52 years of age;
- 8 months for job seekers between 52 and 57 years of age;
- 11 months for job seekers older than 57 years of age.

III.1.1 The payment of an unemployment benefit for job seekers above 52

- First three months – 80% of previous average net monthly pay;
- Following three months – 50 % of previous average net monthly pay;
- Remaining months – 40% of previous average net monthly pay.

The new legislation abolishes the previous reduction of unemployment benefit for job seekers who terminated their employment by giving notice or upon an agreement to

terminate employment concluded without serious reasons and therefore received unemployment benefit only in the amount of 45% of their previous pay for the entire period of support. From 1 June 2025, the amount of the benefit in these cases is also the same as for other job seekers.

III.1.1 Support in the case of re-training

This benefit is now paid at 80% of the previous average monthly net earnings or the assessment base (for persons who have ceased their self-employment) for the entire period of re-training, including the days of participation in courses for so-called "chosen re-training", which consists of the possibility to individually select the course and the training establishment. The maximum amount of unemployment benefit and re-training support is increased to 0.8 times the average wage in the national economy for the first to third quarter of the calendar year preceding the calendar year in which the application for unemployment benefit was submitted or in which the job seeker started re-training.

CONCLUSION

The aim of this paper was to highlight the main changes brought by the *Flexi* Amendment of the Labour Code, which came into force on 1 June 2025. The Amendment is based mainly on previous practical experience in application of the Labour Code and related legislation, but also on the relevant case law of the Supreme Court of the Czech Republic and the law of the European Union – in particular the relevant directives and the case law of the European Court of Justice. The major changes occur mainly in the area of termination of employment, which is one of the most important areas of labour law. The aim of the Amendment is, in particular, to introduce more extensive flexibility in employment relations, modernisation of the labour market and more favourable conditions for balancing the personal and working lives of parents of young children. Even the initial period in which the Amendment is to be applied will show how effective all changes can be.