



# Legal Update

## from the field of labour law

April 2026

## Weinhold Legal

Please see below our labour law update. If you have any questions about the update, please do not hesitate to contact us.

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#### Case law

- ▶ [The Supreme Administrative Court has ruled on illegal work performed in the IT sector by individuals operating under self-employment licenses.](#)

### Legislative changes

#### Proposal for the Implementation of the Pay Transparency Directive into Czech Law

The Ministry of Labour and Social Affairs has submitted for comments a draft amendment to the Labour Code and related legislation, which is intended to transpose Directive (EU) 2023/970 of the European Parliament and of the Council on pay transparency into Czech law. The objective of the proposal is to strengthen the enforceability of the principle of equal pay for women and men for equal work or work of equal value. Czech legislation already formally enshrines equal pay in Section 110 of the Labour Code; however, according to the explanatory memorandum, there is insufficient transparency in practice and employees often lack the information necessary to prove discrimination.

The proposed legislation therefore introduces several new obligations for employers, both before the establishment of an employment relationship and during its term.

#### Transparency in Recruitment

Employers will no longer be permitted to ask job applicants to provide information about their previous salary or other remuneration received from a former employer. At the same time, before commencing negotiations on an employment contract, employers will be required to inform applicants of the minimum amount of salary, wage or other benefits to which they would be entitled after starting work.

This obligation is intended to apply not only to employment relationships, but also to agreements on work performed outside an employment relationship.

#### Mandatory Remuneration System

A key element of the proposal is the introduction of an obligation for every employer to establish a formal remuneration system. Employers will be required to classify all work performed into groups according to its value, in particular based on the complexity, responsibility and strenuousness of the work. The method for determining salary, wage or remuneration under an agreement will then be linked to this system.

The remuneration system will have to be regulated in an internal regulation or a collective agreement. Employers will also be required to similarly regulate the rules for providing benefits, premiums, bonuses and other monetary or non-monetary benefits. The Directive also considers these benefits to form part of remuneration.

#### Employee's Right to Information

The amendment further establishes a new right for employees to request information on remuneration from their employer. Upon written request, the employer will be required to provide the employee, within two months, with information on:

- ▶ the amount of the employee's own remuneration,



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- ▶ the average level of remuneration in the category of work to which the employee belongs,
- ▶ a breakdown of these data by gender.

If the information provided is incomplete or inaccurate, the employee will have the right to request that it be supplemented. The request may also be submitted through a trade union, an employee council or the Public Defender of Rights.

However, the employer will not be entitled to disclose the specific salary or wage of another employee. If the provision of the data would lead to the identification of a specific individual, the information will be provided to the Public Defender of Rights.

### Reporting Pay Gaps

From 2028, larger employers will be required to regularly publish reports on gender pay gaps. The proposal provides for the gradual introduction of this obligation depending on the size of the employer:

- ▶ employers with 250 or more employees will submit their first report by 30 April 2028 for the 2027 calendar year,
- ▶ employers with 150 to 249 employees will submit their first report by 30 April 2028 for the 2027 calendar year,
- ▶ employers with 100 to 149 employees will submit their first report by 30 April 2031 for the 2030 calendar year.

After the first submission, employers with 250 or more employees will report annually, while employers with 100 to 249 employees will report once every three years.

The report will include data on pay gaps in individual categories of work.

### Pay Assessment / Joint Pay Assessment (Section 287a et seq. of the Labour Code)

If a pay gap of at least 5% is identified in any category of work and the employer is unable to objectively justify it or remedy it within six months, the employer will be required to carry out a so-called pay assessment. The pay assessment will constitute a detailed analysis of the causes of pay gaps between women

and men. The employer will have to identify specific measures to eliminate unjustified pay gaps and set a deadline for their implementation. This document will have to be discussed with the trade union or employee council and subsequently made available to employees.

### Discussion of the Pay Assessment (Section 287c of the Labour Code – from 1 January 2028)

Before publishing the pay assessment, the employer will be required to discuss it with the trade union and the employee council.

If no employee representatives operate at the employer, the employer must inform employees that this obligation has arisen and allow them to elect a representative. Only if no trade union is established and no election of an employee council is initiated within 30 days may the employer carry out the assessment on its own.

The content of the assessment must include, in particular, the following (Section 287b of the Labour Code):

- ▶ an analysis of the proportions of women and men in individual categories of work,
- ▶ the average level of remuneration in these categories, including wages and other benefits,
- ▶ identification of specific pay gaps,
- ▶ an analysis of their causes,
- ▶ an assessment of whether employees returning from maternity, paternity or parental leave had their remuneration increased in a similar manner to other employees,
- ▶ a proposal of specific measures to eliminate the identified inequalities.

The outcome of the assessment must be a binding corrective action plan setting out relevant deadlines. The employer will subsequently be required to implement these measures and again discuss their fulfilment with employee representatives. The assessment will also be published to employees and provided to the Ministry of Labour and Social Affairs.



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### Changes to the Labour Inspection Act

The range of offences relating to pay transparency will be expanded. The following will newly be considered offences in particular:

- ▶ asking a job applicant about their previous wage or salary,
- ▶ failing to establish a remuneration system,
- ▶ failing to provide information to an employee,
- ▶ failing to prepare a report on pay gaps,
- ▶ failing to carry out a pay assessment.

For the most serious breaches, a fine of up to CZK 1,000,000 may be imposed. For less serious breaches, the proposal provides for fines of up to CZK 200,000 or CZK 400,000.

In addition to the supervisory activities of the labour inspection authorities, the Ministry of Labour and Social Affairs will newly also act as a monitoring body. It will collect and publish data on pay gaps by sector, region and employer size.

### Changes to the Civil Procedure Code and Anti-Discrimination Law

The Civil Procedure Code will strengthen the rules on shared burden of proof. Employees will no longer have to prove the full extent of discriminatory conduct; it will be sufficient to present facts indicating that they were treated less favorably. It will then be up to the employer to prove that the pay difference was based on objective reasons.

The Anti-Discrimination Law will explicitly allow broader compensation for harm in cases of pay discrimination. Employees will be able to claim not only the payment of the pay difference but also appropriate compensation for non-material harm. Furthermore, in such cases, the objective statute of limitations will not apply.

At the same time, the role of the Public Defender of Rights will be strengthened. They will be authorized to represent employees in discrimination disputes and will have broader access to information about remuneration if providing such information could affect the privacy of other employees.

### Conclusion

For employers, it will be crucial to prepare internal regulations, possibly renegotiate collective agreements, reassess the system of wages and benefits, and establish processes for handling employee requests in 2026. Employees, on the other hand, will gain broader access to information and stronger procedural standing when exercising their right to equal pay.

### Extension of the Scope of Collective Agreements of a Higher Level

The Ministry of Labour and Social Affairs has extended, by Announcement No. 43/2026 Sb., the binding nature of the Collective Agreement of a Higher Level for the years 2025–2026, concluded between the Glass, Ceramics, and Porcelain Trade Union and the Association of Glass and Ceramic Industry of the Czech Republic, including Addendum No. 1 dated 14 November 2025.

From 1 April 2026, this collective agreement will apply to additional employers whose predominant activities fall within the CZ-NACE industries:

- ▶ 23.1 – glass and glass products manufacturing,
- ▶ 23.41 – manufacturing of ceramic products for household use and decorative items,
- ▶ 23.42 – manufacturing of sanitary ceramics.

Affected employers must comply with the conditions set out in this higher-level collective agreement from the specified date, even if they are not members of the relevant employers' organization.

### Announcement of Average Wage for Blue Card Issuance

Announcement No. 44/2026 Sb. sets the average gross monthly wage in the Czech Republic for 2025 at CZK 49,215 and the average gross annual wage at CZK 590,580. These figures are decisive for assessing whether the salary requirement for the issuance or extension of the blue card is met in the period from 1 May 2026 to 30 April 2027.



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To obtain or extend a blue card in 2026, the following conditions must be met:

- ▶ Salary conditions: The employment contract must guarantee a gross salary of at least 1.5 times the average gross annual salary, i.e., at least CZK 885,870 per year, which corresponds to CZK 73,823 per month.
- ▶ Qualification: The applicant must demonstrate high qualifications.

In addition to higher education, the applicant can now also demonstrate qualifications through relevant professional experience.

## Court decision

### Illegal Work of Freelance Programmers

The judgment of the Supreme Administrative Court of the Czech Republic (hereinafter "NSS") dated 16 March 2026, case no. 7 Ads 52/2025, dealt with when cooperation with programmers—formally conducted as self-employed individuals—actually constitutes dependent work outside the employment relationship, i.e., illegal work.

#### Summary of the Facts

The company collaborated with three programmers as freelancers (OSVČ). The programmers worked as programmers for an extended period, invoicing based on an hourly rate and working in the same teams as the company's employees. The regional labor inspectorate concluded that this represented dependent work outside an employment relationship and imposed a fine on the company. After an appeal, the fine was reduced from CZK 135,000 to CZK 80,000.

#### The Programmers:

- ▶ worked long-term and approximately 8 hours a day,
- ▶ worked under the instructions of the company's project manager,

- ▶ attended meetings and were integrated into the company's teams,
- ▶ could not refuse individual assignments unless the company failed to pay,
- ▶ tracked their work in the JIRA system and were paid according to the hours worked,
- ▶ did not represent themselves to clients but acted on behalf of the company.

#### Legal Questions Addressed by the NSS:

- ▶ Whether the "regularity" of illegal work can be inferred even if only one day of work is mentioned in the administrative decision,
- ▶ What circumstances indicate that the formal OSVČ relationship in reality represents dependent work according to § 2 of the Labour Code,
- ▶ The significance of the economic dependence of workers and their inclusion in the company's organizational structure.

#### Regarding the Regularity of Work, the NSS confirmed that:

- ▶ The regularity does not need to be explicitly stated in the administrative decision,
- ▶ It is sufficient if the reasoning makes it clear that the work was performed long-term or had a permanent nature,
- ▶ Regularity can be inferred from an inspection conducted on a single day if other circumstances indicate long-term cooperation.

The NSS concluded that the characteristics of dependent work were fulfilled in this case because the programmers:

- ▶ Performed the work exclusively personally,
- ▶ Were effectively integrated into the company's organizational structure,
- ▶ Worked under the same conditions as the company's employees,
- ▶ Were subject to the project manager's instructions,
- ▶ Could not freely organize their own business.



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Regarding Economic Dependence, the NSS emphasized that a significant feature of dependent work was the programmers' economic dependence:

- ▶ They worked for the company on a full-time basis,
- ▶ They exclusively collaborated with this company,
- ▶ Their income from the company represented their main source of livelihood,
- ▶ Due to the volume of work and inability to refuse assignments, they had no real opportunity to obtain other clients.

The NSS explicitly stated that neither the common use of the OSVČ model in the IT sector nor its economic advantage could obscure the fact of dependent work.

The NSS admitted that:

- ▶ Payment by hourly rates or tracking "person-hours" is not in itself a sign of dependent work,
- ▶ However, in combination with other circumstances, it can confirm the personal performance of work and the worker's integration into the employer's organization.

The company further argued that the transfer of copyright to the created software complied with § 58(7) of the Copyright Act and could not be a sign of dependent work. Although the NSS acknowledged that the existence of a license or employee work regime alone is not proof of dependent work, it noted that in this case, it was merely a supporting circumstance confirming that the programmers did not act in their own name but on behalf of the company.

Decision:

- ▶ Confirms that when assessing the so-called "sham contracting" (švarcsystém), the actual content of the relationship is decisive, not its formal contractual designation,
- ▶ Highlights the importance of economic dependence and the inclusion of the worker in the employer's organizational structure,

- ▶ Confirms that long-term work as a freelancer under the same conditions as employees can be considered illegal work,
- ▶ Limits the ability of employers to argue voluntariness or the commonality of the OSVČ model in the IT sector,
- ▶ Shows that individual circumstances must be assessed cumulatively, not in isolation.

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