FROM THE IUSTORIA BLOG

“They Haven't Paid Me, So I'm Not Going In.” What to Actually Do When Your Employer Doesn't Pay Your Wages

> *Your wages haven't arrived and you want to stop going to work? That's the worst move. When you can terminate immediately, what the employer then owes you and when the Labour Office helps.*

IUSTORIA TEAM

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Your wages haven't arrived, the employer blames its customers and promises the money will come “next week for sure”. The reaction we hear most often at the firm is: “Then I'll stop going in until they pay.” It feels fair. For the employee, though, it is the worst move they can make at that point.

The Czech Labour Code gives an employee who isn't being paid a much stronger tool: they can end the employment through immediate termination (*okamžité zrušení pracovního poměru*), and the employer must then pay them not only the outstanding wages but also compensation for the entire notice period. An employee who simply stays at home instead hands the employer a reason to dismiss them with immediate effect itself. If the employer takes that opportunity, the employee loses unemployment benefit as well.

We explain why staying away from work doesn't work, exactly when you can leave with immediate effect, how to do it so that it holds up, what the employer owes you afterwards and what to do when it has nothing left to pay with.

Why staying away from work doesn't work

An employee's duty to perform work in accordance with the employer's instructions during scheduled working hours continues for as long as the employment lasts (Section 38(1)(b) of the Labour Code). Unpaid wages are not one of the obstacles to work (*překážky v práci*) that the law lists and treats as grounds for excused absence (Sections 191 to 210). Absence because of unpaid wages is therefore unexcused.

And unexcused absence is a classic ground for the employer to terminate the employment immediately for a particularly serious breach of duties (Section 55(1)(b)). The Supreme Court has repeatedly held that five days of unexcused absence from work is, as a rule, such a breach in itself, although the court always takes other circumstances into account as well. In one of its more recent cases, it upheld the immediate termination of an employee who failed to turn up for fifteen working days and did not respond to requests to return to work (judgment of 15 July 2022, file no. 21 Cdo 733/2022, paragraphs 22 and 26).

The consequences are serious:

- **No wages for the days missed.** Wages are paid for work done (Section 38(1)(a)).
- **Less holiday.** The employer may reduce your holiday entitlement for any shift missed without excuse (Section 223(1)).
- **No compensation for the notice period.** Only an employee who has terminated the employment immediately themselves, and on valid grounds, receives it.
- **No benefit.** A job seeker whose employer terminated their employment for a particularly serious breach of duties within the six months before they registered as a job seeker is not entitled to unemployment benefit (Section 39(2)(a) of Act No. 435/2004 Coll., on Employment).

An employer that isn't paying thus gains a reason to get rid of you without owing you anything extra. And it has three months from the day it learned of the ground in which to terminate the employment immediately (Section 58(1)).

It is a different matter if the employer itself sends you home because it has no work for you. That is an obstacle on the employer's side, and you are entitled to wage compensation equal to your average earnings (Section 208). If it gets you to sign an "agreement on unpaid leave", that agreement is disregarded: an employee cannot waive the right to wage compensation (Sections 346c and 346e; Supreme Court judgment of 23 August 2022, file no. 21 Cdo 496/2022, paragraphs 39 and 41).

When you can leave with immediate effect

An employee may terminate the employment immediately if the employer has not paid their wages, salary, wage or salary compensation, or any part of them, within 15 days after the end of the period in which they fell due (Section 56(1)(b)). So even an unpaid part is enough, such as a bonus you have become entitled to, or an amount the employer has "docked" as compensation for damage without an agreement on wage deductions (Section 147(3); see our article Wages Against a Debt: What the Supreme Court's Grand Chamber Said About Set-Off and Gross Wages for details).

The most common mistake is in the counting. Wages fall due no later than in the calendar month following the month for which they are payable (Section 141(1)). The payday stated in your contract or in your written pay statement (*mzdový výměr*) makes no difference to this. The Supreme Court has said expressly that "a strict distinction must be drawn between the due date of wages (salary) on the one hand and the date of payment on the other", and it always counts the fifteen days from the end of the following month (judgment of 15 August 2012, file no. 21 Cdo 2601/2011).

Example. Under your contract, wages for October 2026 are to be paid on 12 November. They don't arrive. But they fall due on 30 November 2026 at the latest, the fifteen-day period runs until 15 December 2026, and the earliest you can terminate your employment immediately is 16 December 2026. Terminating it as early as 13 November merely because the wages did not arrive on payday would be premature.

An immediate termination served even a single day before fifteen days have passed since the end of the month in which the wages fell due cannot rely on the unpaid wages. The employer may then notify you in writing that it insists on your continuing to work and, if you do not return, claim compensation for damage from you (Section 70(1) of the Labour Code). So work out the day from which you may leave from the due date, not from the payday.

On the other hand, once the fifteen days have passed without payment, paying late does not take your right away. The Supreme Court has ruled that you keep the ground for immediate termination even if the employer pays up before you terminate the employment. The later payment can be taken into account only in assessing whether this is a manifest abuse of rights, and that would be the case only if the employee acted with direct intent to harm the employer (judgment of 31 October 2019, file no. 21 Cdo 1815/2018).

You have two months to decide from the day you learned of the ground, and no more than a year from when it arose (Section 59). Once this period has passed, you can no longer leave with immediate effect; all that remains is to give notice and leave when the notice period ends.

How to write and serve an immediate termination

An immediate termination must be in writing, otherwise it is disregarded, and you must describe the ground in it by reference to the facts so that it cannot be confused with any other. It cannot be changed afterwards (Section 60). Writing "for non-payment of wages" is therefore not enough. State for which month, in what amount and by which day the wages fell due, for example: "The employer has not paid my wages for October 2026 of CZK 38,000 gross, which fell due on 30 November 2026 at the latest, and did not pay them within 15 days after the end of the period in which they fell due either." If the employer owes wages for several months, list all those that already meet the condition.

Deliver the document to the employer in person at its registered office and have receipt confirmed on a copy; you are entitled to that confirmation (Section 337(1)). If the employer refuses to accept it, it is served at the moment of refusal (Section 337(2)). Service by email is possible only to an address the employer has notified to you for this purpose, and the document must be signed (Section 337(3)). A document sent this way is served only when the employer confirms receipt to you in writing; if it does not, the document is deemed served on the last day of a 15-day period from delivery (Section 337(4)). Through a data box (*datová schránka*, the state electronic mailbox for official delivery), it is served when the employer logs in, and at the latest on the tenth day after delivery (Section 337(6)). The employment ends only on service, and until then you should keep going to work. Handing the document over in person is therefore the safest option.

Bear in mind that the employer may challenge the validity of your immediate termination in court within two months (Section 72). If it does not bring a claim within that period, it can no longer assert invalidity in court. If it does bring a claim and the court finds the immediate termination invalid, the employment is deemed to have ended by agreement, unless the employer has made clear to you that it insists on continuing to employ you (Section 70(2)). You are then not entitled to compensation for the notice period. That is why it pays to have your payslips, bank statements and employment contract to hand before you take the document in.

What the employer owes you afterwards

An employee who has terminated the employment immediately is entitled to wage compensation equal to average earnings for a period corresponding to the length of the notice period (Section 56(2)). The notice period is at least two months (Section 51(2)), so as a rule this means two months' average earnings. If your contract provides for a longer notice period, that is the one used. On top of that come:

- **outstanding wages** for all the months worked, including the last one,
- **payment for untaken holiday**, which on termination of employment is due at the rate of average earnings (Section 222(2) and (3)),
- **default interest** on the amounts owed under Section 1970 of the Czech Civil Code, which applies to employment relationships because the Labour Code has no rules of its own on the matter (Section 4 of the Labour Code). For delay that began in the second half of 2026, it is 11.75% a year: the Czech National

Bank's repo rate of 3.75% plus eight percentage points (Section 2(1) of Government Regulation No. 351/2013 Coll.). Our guide to default interest (in Czech) explains the calculation in detail.

When your employment ends, the employer must also give you a certificate of employment and, on request, a separate certificate of your average earnings for the Labour Office (Section 313). What they should contain is explained in our guide to the certificate of employment (in Czech).

Immediate termination under Section 56 will not cost you unemployment benefit. The law withholds benefit only from those whose employer ended their employment for a particularly serious breach of duties (Section 39(2)(a) of Act No. 435/2004 Coll.). You must, however, meet the other conditions, above all twelve months of insurance within the last two years (Section 39(1) and Section 41(1)). How to register and when to apply for benefit is covered in our article I've Been Given Notice at Work: What to Do Now and Within Two Months.

If the employer still does not pay, the only option left is enforcement. Send a written demand with a deadline and then bring a claim; our guides to payment demands and payment orders (in Czech) explain how. A claim for wages becomes time-barred after three years (Section 629(1) of the Civil Code). At the same time, you can report the employer to the regional labour inspectorate. Failure to pay wages on time is an administrative offence for which the inspectorate may fine the employer (Section 13(1)(c) and Section 26(1)(c) of Act No. 251/2005 Coll., on Labour Inspection). The fine goes to the state, though, not to you; the inspectorate will not recover your wages for you.

When the employer has nothing to pay with: insolvency and the Labour Office

A common belief is that the Labour Office "will pay" the outstanding wages. That is true in only one situation: the employer must be insolvent within the meaning of Act No. 118/2000 Coll., which means that insolvency proceedings must have been commenced against it or a moratorium declared (Section 3(1)(c)). As long as the company is simply not paying, the Labour Office cannot help.

Once insolvency proceedings have been commenced, the following rules apply:

- **Time limit.** You must apply at any regional branch of the Labour Office no later than 5 months and 15 days from the day on which the commencement of insolvency proceedings was announced. Once that period has passed, the claim against the Labour Office lapses. If the court decides on the insolvency petition other than by declaring the employer insolvent, for example by dismissing the petition, the period ends as soon as that decision becomes final (Section 4(1) and (5)). So apply as soon as you learn of the insolvency.
- **Scope.** The Labour Office will meet wage claims for no more than three calendar months within the reference period, which covers the month in which the proceedings were commenced, the three months before it and the three months after it (Section 5(1) and Section 3(1)(f)).
- **Cap.** For any one month, it will pay no more than 1.5 times the reference amount (*rozhodná částka*). From 1 May 2026 to 30 April 2027 that amount is CZK 49,215 (Communication of the Ministry of Labour and Social Affairs No. 46/2026 Coll.), so the cap is CZK 73,822.50 gross a month. What counts is the amount in force on the day the commencement of insolvency proceedings was announced (Section 5(2)).

- **Exception.** Members of the employer's statutory body and persons with a controlling influence over the employer are not entitled if they also held an ownership interest of at least 25% in the employer (Section 2(3)).

Whatever the Labour Office does not pay, you claim in the insolvency proceedings (Section 11(2)). Employees' employment-related claims enjoy a favourable position in insolvency: they rank equally with claims against the insolvency estate (Section 169(1)(a) of the Czech Insolvency Act). They are not lodged by an ordinary proof of claim but in writing with the person who holds the power to dispose of the estate, which in bankruptcy (*konkurs*) is the insolvency administrator (Section 203(1)). Unless you assert a different amount, the claim is deemed to have been asserted in the amount shown in the employer's accounts (Section 203(2)). Don't rely on that, though: the accounts of a company that has stopped paying tend to be incomplete. What to do generally when a debtor is in insolvency is covered in our guide on debtors in insolvency (in Czech).

An employee can also file an insolvency petition themselves as a creditor. They must document a claim that has fallen due, attach a proof of that claim (Section 105(1)) and show that the employer is insolvent, that is, that it has more than one creditor and is unable to pay debts more than 30 days overdue (Section 3(1)). Unlike other creditors, an employee whose claim consists solely of employment-related claims does not pay an advance on the costs of the proceedings (Section 108(1) and (2)). They do not need to back up their claim against the company with an acknowledgment bearing a certified signature or with a judgment, because only petitioners who keep accounts or tax records have that duty (Section 105(1)); they can document the claim with ordinary documents, typically the employment contract or written pay statement, payslips and a bank statement showing that the wages did not arrive. A petition filed on paper must bear an officially certified signature (Section 97(2)). We do not recommend doing this without a lawyer.

Don't stop going to work. Until you have terminated the employment in writing, keep turning up and keep a running record of the unpaid wages with payslips and bank statements.
Count the day from which you may leave with immediate effect from the end of the month following the month for which the wages are payable, and add fifteen days. For wages for October 2026, that day is 16 December 2026. In the immediate termination notice, state the month, amount and due date of every unpaid wage payment, and have receipt confirmed. Then demand in writing your wages, compensation for the notice period, payment for untaken holiday and default interest.

At a glance

Question	Answer	Provision
May I stay away from work because of unpaid wages?	No, that is unexcused absence and a ground for immediate termination by the employer	Section 38(1)(b) and Section 55(1)(b) of the Labour Code
When may I terminate my employment immediately?	When wages, or part of them, have not been paid within 15 days after the end of the period in which they fell due	Section 56(1)(b) of the Labour Code
When do wages fall due?	No later than in the calendar month following the month for which they are payable; the payday is irrelevant	Section 141(1) of the Labour Code; 21 Cdo 2601/2011
By when must I decide?	Within 2 months of the day you learned of the ground, and no later than 1 year after it arose	Section 59 of the Labour Code
What will the employer pay me on top?	Wage compensation equal to average earnings for the notice period, as a rule 2 months	Section 56(2) and Section 51(2) of the Labour Code
What default interest can I claim?	The Czech National Bank's repo rate on the first day of the half-year plus 8 percentage points, so 11.75% a year in the second half of 2026	Section 1970 of the Civil Code, Section 2 of Government Regulation No. 351/2013 Coll.
Will the Labour Office pay my wages?	Only in insolvency or a moratorium, for no more than 3 months and up to CZK 73,822.50 a month; apply within 5 months and 15 days	Sections 3 to 5 of Act No. 118/2000 Coll.

Does your employer owe you wages and you don't know whether and when you can leave? We will work out the day from which you may terminate your employment immediately, draft the immediate termination with a precisely described ground, and recover your wages, compensation for the notice period and interest; in insolvency, we will claim them from the administrator and from the Labour Office. We handle employment disputes as part of our employment law practice. Get in touch.

Conclusion

The law does not make an employee who isn't being paid wait indefinitely, but it does demand precision. An employee who simply stops going to work offers the employer a ground for immediate dismissal, after which they get neither compensation nor benefit. One who instead works out the due date, waits fifteen days and then serves a written immediate termination with a clearly described ground leaves with a right to the outstanding wages and, as a rule, two months' average earnings on top.

If the employer has nothing to pay with, speed is what counts. The time limit for applying to the Labour Office runs from the commencement of insolvency proceedings, not from when you find out about them.

Sources

- Act No. 262/2006 Coll., the Labour Code, Sections 4, 38, 51, 55, 56, 58 to 60, 70, 72, 141, 147, 208, 222, 223, 313, 337, 346c and 346e (as in force from 1 November 2026).
- Act No. 89/2012 Coll., the Civil Code, Sections 629 and 1970.
- Government Regulation No. 351/2013 Coll., setting the rate of default interest, Section 2.
- Act No. 118/2000 Coll., on the Protection of Employees in the Event of the Employer's Insolvency, Sections 2 to 5 and 11.
- Communication of the Ministry of Labour and Social Affairs No. 46/2026 Coll., on the reference amount.
- Act No. 182/2006 Coll., the Insolvency Act, Sections 3, 97, 105, 108, 169 and 203.
- Act No. 435/2004 Coll., on Employment, Sections 39 and 41.
- Act No. 251/2005 Coll., on Labour Inspection, Sections 13 and 26.
- Supreme Court judgment of 15 August 2012, file no. 21 Cdo 2601/2011.
- Supreme Court judgment of 31 October 2019, file no. 21 Cdo 1815/2018.
- Supreme Court judgment of 15 July 2022, file no. 21 Cdo 733/2022.
- Supreme Court judgment of 23 August 2022, file no. 21 Cdo 496/2022.

This article is for information only and does not constitute legal advice. It describes the law as at the date of publication; whether an immediate termination will stand up depends on the exact due date, the amount owed and how the ground was described and served.

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