FROM THE IUSTORIA BLOG

I've Been Given Notice at Work: What to Do Now and Within Two Months

> *Notice from your employer: how to check the reason and service, when employment ends, who is owed severance pay, the deadline for suing and how to claim unemployment benefit in time.*

IUSTORIA TEAM

5 November 2026 · 10 min read

Notice usually arrives at the worst possible moment: on a Friday afternoon, in a meeting room with someone from HR, with a sheet of paper you only need to "sign to confirm you've received it". At that point most people are thinking about where to find a new job. From a legal point of view, though, quite different things matter, and some of them come with a time limit measured in days.

We see two typical mistakes at the firm. The first is signing a termination agreement (*dohoda o rozvázání pracovního poměru*) that the employer offers instead of notice and that says nothing about the reason, which means no severance pay. The second is waiting: the employee feels the notice is unfair, spends a while "sorting it out" with the company, and by the time they come to a lawyer, the time limit for bringing a claim has already passed.

We will go through what to check on paper, when the employment ends, what you are entitled to, how to challenge the notice and when to go to the Labour Office.

What to check on paper first

Form and service. Notice must be in writing, otherwise it is disregarded (Section 50(1) of the Czech Labour Code). The employer must serve it on you personally, either by handing it to you at the workplace or wherever it finds you, through your data box (*datová schránka*, the state electronic mailbox for official delivery) or by post (Section 334a(1)). It may use the post only if service at the workplace is not possible. It may use email only if you have given your prior consent in a separate written statement and the notice bears a recognised electronic signature (Section 335).

Feel free to confirm that you have received it; doing so does not mean you agree with the notice. There is no point in refusing to accept it: the notice is then served at the moment you refuse (Section 334a(2)). The same goes for the post. A consignment you do not collect within 15 days is deemed by law to have been served on the last day of that period (Section 336(4)). A notice sent to your data box is served when you log in, and at the latest on the tenth day after delivery (Section 335a). A notice sent by email is deemed served at the latest on the fifteenth day after delivery, even if you do not confirm receipt (Section 335(2)). We write about deemed service in more detail in our article "I Never Collected the Letter, So It Never Reached Me." When It Still Counts. Make a note of the day of service. Everything else is counted from it.

The reason. An employee may give notice without stating a reason; an employer may not. It may give notice only on the grounds listed in Section 52, and it must describe the reason in the notice in such a way that it cannot be confused with any other. It may not change it afterwards (Section 50(2) and (4)). A bare "due to redundancy" or "for breach of duties" is usually not enough. For breach of duties, the notice should describe what you breached and when.

What the employer had to do beforehand also depends on the reason:

- **organisational reasons** (closure or relocation of the employer or part of it, redundancy, Section 52(a) to (c)) require a genuine decision on an organisational change;

- **unsatisfactory work performance** (Section 52(f)) requires that within the last 12 months you were asked in writing to remedy it and had a reasonable time to do so;
- **persistent less serious breaches of duties** (Section 52(g)) require a written warning, within the last 6 months, that you could be given notice;
- notice for breach of duties must be given within 3 months of the day the employer learned of the reason, and no later than 15 months after it arose (Section 58(1)); for a particularly serious breach of the rules for employees on sick leave, within 1 month, and no later than 1 year (Section 57(1)).

Protected period. The employer may not give notice to, among others, an employee who is temporarily unfit for work, a pregnant employee or a parent on maternity, paternity or parental leave (Section 53(1)). The ban has exceptions, typically when the employer or part of it is closed down and for notice for breach of duties. Notice for a breach of duties that would not justify immediate termination of employment (*okamžité zrušení pracovního poměru*), however, cannot be given to a pregnant employee or to a parent on any of these types of leave. Notice on a ground that would justify immediate termination can be given to a pregnant employee; it cannot be given to a parent on maternity or paternity leave, or on parental leave during the period in which the mother could be on maternity leave (Section 54(c) and (d)). What counts is the situation on the day of service. If you fall ill only after the notice has been served and the notice period would end while you are unfit for work, the time off sick does not count towards it, and the employment ends only once the remaining part of the notice period has run after your incapacity ends. This does not apply if you tell the employer that you do not insist on the extension (Section 53(2)). Our employment law guide (in Czech) sums up the same points from the employer's perspective.

When the employment ends

The notice period starts on the day the notice was served on you and ends on the same date in the last month; if that month has no such date, it ends on the last day of the month (Section 51(1)). It lasts at least 2 months. For notice under Section 52(f) to (h), meaning failure to meet the prerequisites or requirements for the job, including unsatisfactory performance, breach of duties and a particularly serious breach of the rules for employees on sick leave, 1 month is enough (Section 51(2)).

Notice for redundancy served on Tuesday 10 November 2026 therefore expires on 10 January 2027. Notice for persistent breaches of duties served the same day expires on 10 December 2026. A longer notice period can be agreed, but only in writing (Section 51(3)).

Until the notice period ends, the employment continues with all its rights and duties. Simply not turning up for work because you are “leaving anyway” is unexcused absence, and you risk immediate termination for breach of duties. If you want to leave earlier, for example because of a new job, you need an agreement with the employer.

Immediate termination and termination during the probationary period have no notice period. Termination during the probationary period needs no reason, and the employment ends on the day of service unless the termination states a later date (Section 66). The employer may not use it, however, during the first 14 days of the

employee's incapacity for work. These ways of ending employment, too, can be challenged in court within the same time limit as a notice.

What you are entitled to when you leave

Severance pay (*odstupné*) is due on notice for organisational reasons under Section 52(a) to (c), or on an agreement for the same reasons. It amounts to at least one month's average earnings if the employment lasted less than a year, two months' if it lasted from one to two years and three months' if it lasted at least two years (Section 67(1)). A previous employment with the same employer also counts towards the length, provided no more than 6 months passed between the two (Section 67(2)). An employee who worked for a company for three years with average earnings of CZK 42,000 is entitled to at least CZK 126,000. The law sets only a minimum; a collective agreement, an internal regulation or the employment contract may grant more.

For reaching the maximum permissible exposure (Section 52(e)), severance pay is twelve times average monthly earnings (Section 67(3)). On notice for health reasons (Section 52(d)), no severance pay is due. If the cause is a workplace injury or an occupational disease, however, the employee is owed one-off compensation of twelve times average monthly earnings (Section 271ca). On notice for poor performance or breach of duties, no severance pay is due at all.

Severance pay is paid after the employment ends, on the next regular payday, unless you agree in writing on a different date (Section 67(5)).

On top of that, you are entitled:

- to your wages for the last month on the day the employment ends, if you ask for this and the payroll system allows it (Section 141(5));
- to payment for untaken holiday (Section 222(2));
- to a certificate of employment and, on request, a separate certificate of your average earnings for the Labour Office (Section 313). Our guide to the certificate of employment (in Czech) explains what it should contain.

If you believe the notice is invalid

No one will set aside an invalid notice for you. You need to do two things: notify the employer in writing that you insist on continuing to be employed, and bring a claim in time.

Written notification that you insist on continuing to be employed. The employment then continues, and the employer owes you wage compensation equal to your average earnings, but only **from the day you notified it**, until it allows you to work or the employment validly ends (Section 69(1)). You can send the notification as soon as the notice has been served. The law sets no time limit for it, but wage compensation is due only from the day the notification reaches the employer. Send it, therefore, so that the employer has it by the last day of the notice period at the latest. A short letter is enough: refer to the notice and state that you consider it invalid and insist that the employer continue to employ you. Deliver it in a way that gives you proof of the date.

If the period for which compensation is due exceeds 6 months, the court may, at the employer's request, reasonably reduce the compensation for the time beyond that. It will take into account whether and how much you earned elsewhere in the meantime, but also why you did not take up work (Section 69(2)). A new job will therefore not cost you the entitlement, and doing nothing will not help you.

A claim within two months. The invalidity of a notice, a immediate termination, a termination during the probationary period or a termination agreement can be asserted in court within 2 months of the day on which the employment was to end (Section 72). The time limit is preclusive: once it expires, the right is extinguished and the notice stands, however flawed it may be. The court takes this into account of its own motion, even if the employer does not raise it.

The time limit for bringing a claim is substantive, so the claim must reach the court by the last day of the period at the latest. Posting it on that day is not enough. The Supreme Court has said so repeatedly, most recently in its judgment of 10 December 2024, file no. 21 Cdo 565/2024 (paragraph 16). For a notice period that ended on 10 January 2027, the last day is 10 March 2027. If the last day of the time limit falls on a Saturday, Sunday or public holiday, the time limit ends on the next working day (Section 607 of the Czech Civil Code); this does not, however, move the end of the notice period. File through a data box or in person at the court's filing office, and leave a margin of several days.
The fact that you are “still negotiating” does not extend the time limit. What does stop it running, among other things, is an agreement with the employer to try to resolve the dispute out of court; such an agreement can be informal, but it must clearly show the intention of both parties. The time limit then resumes as soon as one party expressly refuses to continue negotiating; if fewer than 5 days remain at that point, it ends no earlier than 10 days later (Section 332 of the Labour Code). That is how the Supreme Court interpreted it in its judgment of 10 December 2024, file no. 21 Cdo 565/2024 (paragraphs 21 and 22). Proving such an agreement after the event is uncertain, though. If the negotiations are leading nowhere and the end of the time limit is approaching, file the claim; you can keep negotiating during the proceedings.

And what if you don't want to go back to the company? If you do not notify the employer that you insist on continuing to be employed, the employment is deemed to have ended by agreement when the notice period expires. In the case of an invalid immediate termination or termination during the probationary period, you are then entitled to wage compensation for the length of the notice period (Section 69(3)). Even then, however, the invalidity must be established by a court on a claim filed in time.

A termination agreement instead of notice: when to sign and when not to

Employers often propose a termination agreement. The employment then ends on the date you agree, with no notice period (Section 49). For the employee this can be a good solution, for example if they already have a new job. But there are three catches.

First, severance pay is due under an agreement only if it was concluded for organisational reasons under Section 52(a) to (c), or because of reaching the maximum permissible exposure (Section 67(1) and (3)). If no reason is stated, the entitlement is hard to prove. If the reason really is redundancy, insist that the agreement says so.

Second, the ban on giving notice during a protected period does not apply to an agreement, so an employee on sick leave or a pregnant employee who signs loses the protection they would have against notice. Third, the agreement cannot be withdrawn unilaterally. It can only be challenged as invalid, and within the same two-month time limit (Section 72).

You don't have to sign anything on the spot; take the proposal home and have it checked. Better terms, such as higher severance pay, can be negotiated right now, while the employer wants a quick and quiet departure. We cover termination agreements in more detail in our guide to agreements ending employment (in Czech).

The Labour Office and unemployment benefit

If you do not have a new job from the first day after your employment ends, register with the Labour Office as a job seeker and apply for benefit straight away. Anyone who applies within 3 working days after their employment ends at the latest receives it from the day after it ended (Section 42(4) of the Czech Employment Act). Anyone who applies later receives it only from the day of the application (Section 42(1)).

You are entitled to benefit if, within the last 2 years, you have built up at least 12 months of pension insurance through employment or other gainful activity (Section 39(1) and Section 41(1)). Benefit is paid for 5 months, for 8 months if you are over 52 and for 11 months if you are over 57 (Section 43(1)). Up to the age of 52, it amounts to 80% of average monthly net earnings for the first 2 months, 50% for the next 2 months and 40% for the rest of the period; over 52, it is 80% for the first 3 months and 50% for the next 3 months. Benefit is capped at 0.8 times the average wage in the national economy (Section 50(3) and (6)).

The amount of benefit does not depend on whether your employment ended by notice or by agreement. The only people with no entitlement are those whose employer terminated their employment within the last 6 months for a particularly serious breach of duties (Section 39(2)). If a court later rules that such a termination was invalid, the Labour Office will grant the benefit retroactively and pay the arrears (Section 54(1)). Severance pay affects neither the entitlement to benefit nor when it starts. You can draw benefit even while a dispute over the validity of the notice is pending. If the court rules that the notice is invalid and the employment continues, you must repay it; the employer will pay you wage compensation for that period (Section 56(1)(a) of the Employment Act).

That same day, write down when the notice was served on you and work out two dates: the end of the notice period and, two months after that, the last day for bringing a claim.
Want to challenge the notice? Tell the employer in writing straight away that you insist on continuing to be employed. Wage compensation is due only from that notification.
Don't sign a termination agreement on the spot. If the reason is redundancy or the closure of part of the company, insist that the agreement says so; without it, severance pay is hard to enforce.

At a glance

Question	Answer	Provision
On what grounds the employer may give notice	Only on grounds listed in the law, described in the notice by reference to the facts	Section 50(2) and (4) and Section 52 of the Labour Code
When the notice period starts and how long it lasts	On the day of service; at least 2 months, or at least 1 month for grounds under Section 52(f) to (h)	Section 51 of the Labour Code
Notice during sick leave or pregnancy	Prohibited, with exceptions (closure of the employer, breach of duties; narrower for pregnant employees and parents on leave)	Sections 53 and 54 of the Labour Code
Severance pay	For organisational reasons, one to three times average monthly earnings, depending on the length of employment	Section 67 of the Labour Code
Wage compensation if the notice is invalid	From the written notification that you insist on continuing to be employed	Section 69(1) of the Labour Code
Time limit for a claim of invalidity	2 months from the planned end of employment; the claim must reach the court by the last day	Section 72 of the Labour Code; 21 Cdo 565/2024
When unemployment benefit starts	From the day after the employment ends if you apply within 3 working days; otherwise from the day of the application	Section 42 of the Employment Act

Have you been given notice or offered a termination agreement and don't know whether it will stand up? Send us the notice, your employment contract and the date of service. We will tell you whether the notice can be challenged, what you are entitled to and by when you need to act. We represent employees and employers alike as part of our employment law practice. Get in touch.

Conclusion

The law protects employees quite well, but only those who speak up in writing and in time. If you have doubts about a notice, come to us in the first few days, not in the last week of the two-month time limit.

Sources

- Act No. 262/2006 Coll., the Labour Code, Sections 49 to 54, 57, 58, 66, 67, 69, 72, 141, 222, 271ca, 313, 332 and 334a to 336 (as in force from 1 November 2026).
- Act No. 435/2004 Coll., on Employment, Sections 39, 41 to 43, 50, 54 and 56 (as in force from 1 July 2026).

- Act No. 89/2012 Coll., the Civil Code, Sections 605, 607 and 647.
- Supreme Court judgment of 12 June 2018, file no. 21 Cdo 343/2018.
- Supreme Court judgment of 10 December 2024, file no. 21 Cdo 565/2024.

This article is for information only and does not constitute legal advice. It describes the law as at the date of publication; whether a particular notice is valid depends on its exact wording, the reason given and how it was served.

I've Been Given Notice at Work: What to Do Now and Within Two Months

IUSTORIA team · Published 5 November 2026

https://www.iustoria.cz/en/blog/received-notice-of-dismissal-what-to-do-now/

This text is protected by copyright. Sharing the document whole and unaltered is welcome; reuse of parts in other texts requires attribution. © IUSTORIA, advokátní kancelář, s.r.o.