

# COLLECTIVE AGREEMENT

Concluded between  
Institute of Thermomechanics of the CAS,  
Represented by doc. Ing. Miroslav Chomát, CSc.,  
Director of the Institute  
(Hereinafter referred to as the “employer”),

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The Trade Union of the Institute of Thermomechanics of the CAS, Represented by Ing. Jan  
Kozánek, CSc.,  
Chairman  
(Hereinafter referred to as the “trade union”).

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## I. GENERAL PROVISIONS

### 1. Subject matter of the collective agreement

The collective agreement shall govern the individual and collective relations between the employer and the employees, as well as the rights or obligations of the parties to this agreement which are expressly provided for in this agreement.

### 2. Relations between the employer and the trade union

The employer recognises as its partners in the performance of this agreement the duly elected or authorised trade union officials. The trade union shall ensure compliance with Act No. 262/2006 Coll., the Labour Code (hereinafter referred to as the Labour Code), as amended, the Employment Act, occupational safety and health legislation and other labour legislation at the employer's workplace.

The employer shall be informed in writing of the names of the members of the employer's trade union body and of any changes in the composition of that body.

### 3. Material and organisational security of the trade union's activities

The employer shall provide the trade union with access to copying, computer and communication equipment, including electronic mail, to the extent possible and necessary.

The employer undertakes to pay, by deduction from wages, the subscriptions of the employees - members of the trade union - on the basis of their agreements with the relevant trade union body and to provide the authorised representatives of the trade union within the meaning of these agreements with the information necessary to verify the correctness of the amount of these subscriptions, provided that these measures are agreed to by the employees.

### 4. Mutual Information

The Contracting Parties undertake to allow the other Contracting Party to attend, on request, the meetings of their respective bodies or consultations in order to present their views on the issues under discussion in so far as they concern the interests of the other Contracting Party. To this end, the Parties shall inform each other in advance of any meetings at which such participation may be appropriate in view of their respective focus.

The Parties undertake to inform each other promptly in writing of their decisions affecting the interests of the other Party.

## **II. EMPLOYMENT AND WORKING CONDITIONS**

### **5. Ensuring employment**

The employer undertakes to ensure the performance of the normal tasks arising from the scope of its activities primarily by its employees, whom it employs for this purpose preferably in an employment relationship under the Labour Code.

### **6. Definition of the grounds for entering into fixed-term employment relationships**

The Parties acknowledge that the activities of scientific and university-educated professionals are of a special creative and scientific nature. In a situation where the research projects and projects in which the employer is engaged are generally fixed-term contracts of between one and seven years, the parties expressly agree in this contract that the employer is entitled to conclude fixed-term contracts of between one and seven years with the said employees.

The parties further note that there are serious operational reasons consisting in a reduction in the financial resources provided to finance the employer's activities and that it is therefore foreseeable that this will have an adverse impact on the employer's development concept and, consequently, jeopardise the fundamental direction of its development. In view of this situation constituting serious operational reasons, it is necessary, in accordance with Article 39(4) of the Labour Code, to conclude an employment relationship, as a rule, for a fixed period.

### **7. Overtime and on-call work**

In a calendar year, an employee may be ordered to work overtime only up to 150 hours and further agreed upon up to 200 hours.

The period during which total overtime work may not exceed an average of eight hours per week shall be set at 52 consecutive weeks.

The amount of on-call time outside the workplace shall be set at a maximum of 300 hours per calendar year.

### **8. Holidays**

The amount of leave shall be 5 weeks per calendar year.

### **9. Obstacles to work on the part of the employee**

The employer undertakes to provide the employee with leave with pay in excess of the limits set out in the Annex to Government Decree No 590/2006 Coll. as follows:

(a) On the birth of a child to the employee's wife (spouse), leave with pay in excess of the limits set out in the Annex to the Government Implementing Regulation shall be granted for 1 working day.

(b) An employee caring for a family member while the person who otherwise cares for the family member is undergoing examination or treatment in a health care facility, or when that

person accompanies the family member to a health care facility for examination and the employee has to provide care for another family member, shall be granted leave with pay for the period necessary, but not more than 1 day.

(c) For the wedding of a child, leave with pay shall be granted in excess of that provided for in the Annex to the Government implementing regulation for a period of 1 working day.

(d) When an employee who has his/her own accommodation moves, leave with pay shall be granted in excess of that laid down in the Annex to the Government Implementing Regulation for a period of 1 working day.

(e) For short-term illness not requiring medical treatment, leave with pay shall be granted for a maximum of 5 working days per year. In each case, the maximum duration of the leave shall be 2 working days.

f) In the event of the death of a family member (grandparent, sibling), leave with pay will be granted for 1 working day to attend the funeral.

g) In the event of an impediment in the form of the performance of a socially serious activity related to research and teaching activities, for the time strictly necessary.

h) An employee with a contract of indefinite duration may request in writing to the employer a temporary shorter working time (part-time work) in addition to the reasons specified in the Labour Code, in particular in the following cases: a) health reasons of the employee; b) family reasons of the employee (e.g. care for a child or a close person). The employer shall discuss the request and, if approved by the Director of the Institute, negotiate the specific conditions. The appropriate change in working time (hours) will be indicated on the new pay slip.

The total number of days of leave with pay in excess of that laid down in the Annex to the Government implementing regulation for the reasons referred to in points (a) to (f) of this paragraph may not exceed 7 days per calendar year, including only 5 days per calendar year for short-term illness.

## **10. Timetabling and breaks at work**

The weekly working time schedule, including the definition of breaks at work, is set out in Annex 1.

## **11. Recording of working time**

Working time shall be recorded in the attendance register for the department concerned.

# **III. WAGE ENTITLEMENTS AND OTHER EMOLUMENTS**

## **12. Wages**

The remuneration of employees (with the exception of the Director of the Institute) who are in an employment relationship with their employer and the conditions relating thereto are governed by the Wage Regulations of the Institute of Thermomechanics.

## **13. Deduction of membership fees from the employee's salary**

The employer undertakes to deduct the membership fees of an employee who is a member of a trade union from the employee's salary. The validity of this provision is subject to the agreement of each employee with the employer to make such deduction from wages to cover

membership fees. The deduction shall be made by the employer to the trade union's account No 1681255088/0800 on the payday of each month.

#### **14. Travel allowances**

The sending of employees on business trips, the type and amount of travel allowances, the payment of advances and the final settlement of the trip are governed by the internal standards “Rules for the Approval and Implementation of Domestic Business Trips” and “Rules for the Approval and Implementation of Foreign Business Trips”. The employer shall make the final settlement of the trip within 10 working days from the date of submission of written documents by the employee. The employer shall reimburse the employee in Czech currency together with the salary on the next payday following the final settlement of the trip.

### **IV. HEALTH AND SAFETY AT WORK**

#### **15. Provision of personal protective equipment**

The provision of personal protective equipment is regulated by the internal standard Personal Protective Equipment for Work.

#### **16. Information on accidents at work**

The employer undertakes to provide the trade union with an overview of accidents at work within its area of responsibility. The employer shall provide this information on request of the trade union.

### **V. CARE OF EMPLOYEES**

#### **17. Meals**

Company meals are regulated by the same internal standard.

#### **18. Support for further training**

The Employer will support the further training of employees.

#### **19. Recreation**

Recreation conditions for employees at the training and recreation facility are regulated by the internal standard Principles for the use of the Mariánská training and recreation facility.

### **VI. FINAL PROVISIONS**

#### **20. Amendments and supplements to the collective agreement**

Amendments and supplements to any of the obligations arising for the parties under this Collective Agreement may be negotiated during the term of the Collective Agreement if the legislation on which the respective obligations are based changes. Where there is a change in generally binding legislation making it possible to negotiate an obligation, which could not be negotiated at the time the collective agreement was concluded, the collective agreement may be amended or supplemented.

**21. Monitoring the implementation of the collective agreement**

A review of the implementation of this Collective Agreement shall be carried out on 15 December of the current year. The Parties undertake to inform each other within three days of the date of discovery of any cases which appear to be in breach of this Collective Agreement. The legal means for resolving a collective dispute arising in the performance of this Collective Agreement shall be used in the event that the dispute cannot be resolved within thirty days of written notification to the other party. Similarly, the Parties shall facilitate the resolution of individual disputes arising in the performance of this Collective Agreement.

**22. Familiarisation with the collective agreement**

The trade union and the employer shall jointly inform the employees of the contents of the collective agreement within fifteen days of its conclusion by posting it on the employer's intranet site.

**23. Validity and effectiveness of the collective agreement**

This collective agreement shall enter into force on the date of its signature by both parties.  
This collective agreement is concluded for a fixed period, until 31 December 2023.

Prague, January 3, 2022

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signature of the employer's representative

.....  
signature of the trade union representative

## **TIMETABLE OF WORKING HOURS AND BREAKS AT WORK**

The working hours for staff with an even working time are Monday to Thursday from 07:15 to 16:00 with a half-hour lunch break and Friday from 07:15 to 14:45 with a half-hour lunch break.

Researchers with a regular working time may, in agreement with the relevant Head of Department, apply a form of flexible working time. This means that these staff members are required to be present at the workplace during their basic working hours, i.e. from 9:30 to 14:30, with a lunch break. This time period is inserted into two periods, the so-called optional working time, which is from 7:00 to 9:30 and from 14:30 to 19:00, during which they must be present at the workplace in order to comply with the weekly working time and the length of the shift should not exceed 12 hours.

In justified cases, the Director of the Institute, in agreement with the relevant Head of Department, may authorise flexible working hours for other staff.

The distribution of working time for other selected professions is as follows:

### **1. Receptionists at the main workplace based in Prague 8**

*Monday to Friday:*

Morning shift: 6:00 to 18:00 with a half-hour lunch break

Night shift: 18:00 to 6:00

*Saturday, Sunday and public holidays:*

Morning shift: 6:00 to 18:00

Night shift: 18:00 to 6:00

### **2. Receptionists and security guards at the Nový Knín branch**

*Monday to Friday:*

Receptionist: 15:00 to 19:30

Security guard: 19:30 to 7:30

*Saturday, Sunday and holidays:*

Security guard

Morning shift: 7:30 to 19:30

Afternoon shift: 19:30 to 7:30