

COLLECTIVE AGREEMENT

concluded between

Institute of Thermomechanics of the Czech Academy of Sciences,
represented by Assoc. Prof. Ing. Miroslav Chomát, CSc., Director of the Institute
(hereinafter referred to as the "**Employer**"),

and

Trade Union Organization of the Institute of Thermomechanics of the Czech Academy of Sciences,
represented by Ing. Jan Kozánek, CSc., Chairman
(hereinafter referred to as the "**Trade Union**").

I. GENERAL PROVISIONS

1. SUBJECT OF THE COLLECTIVE AGREEMENT

The Collective Agreement regulates individual and collective relations between the Employer and employees, as well as the rights or obligations of the parties to this agreement that are expressly regulated by this agreement.

2. RELATIONS BETWEEN THE EMPLOYER AND THE TRADE UNION

The Employer shall recognize duly elected or authorized trade union officers as its partners in fulfilling this agreement. The Trade Union shall ensure compliance with Act No. 262/2006 Coll., the Labour Code (hereinafter referred to as Labour Code), as amended, the Employment Act, legal regulations on occupational health and safety, and other labour law regulations across all workplaces of the Employer.

The names of the members of the Trade Union body operating at the Employer and any changes in the composition of this body shall be communicated to the Employer in writing.

3. MATERIAL AND ORGANIZATIONAL SUPPORT FOR THE ACTIVITIES OF THE TRADE UNION

The Employer shall, according to its capabilities and to the extent strictly necessary, allow the Trade Union access to copying, computing, and telecommunications technology, including electronic mail.

The Employer undertakes to execute wage deductions for membership fees of employees – members of the Trade Union – based on their agreements with the relevant trade union body, and to provide authorized representatives of the Trade Union, within the meaning of these agreements, with the information necessary to verify the correctness of the amount of these fees, provided that the consent of these employees is given for these measures.

4. MUTUAL INFORMATION

The contracting parties undertake to permit, upon request, the participation of the other contracting party in meetings of its bodies or in consultations, specifically to present a position on the issues under discussion, provided they concern the interests of the other contracting party. For this purpose, the contracting parties shall inform each other in advance of all meetings where such participation could be considered in view of their focus.

The contracting parties undertake to inform each other in writing without delay of their decisions affecting the interests of the other contracting party.

II. EMPLOYMENT AND WORKING CONDITIONS

5. SECURING EMPLOYMENT

The Employer undertakes to secure the performance of regular tasks arising from the scope of its activity primarily through its own employees, whom it employs for this purpose preferentially in an employment relationship under the Labour Code.

6. DEFINITION OF REASONS FOR CONCLUDING AND REPEATING FIXED-TERM EMPLOYMENT

The contracting parties state that the Employer is a public research institution performing activities in the field of basic and applied research, whose main activity is based in particular on the implementation of research programs, projects, grant tasks, and other expert activities often funded from time-limited public and non-public sources.

The contracting parties further state that the work of scientific workers, researchers, academically educated specialists, and other employees involved in solving research tasks has a special character in view of its expert, creative, and project nature. The results of this activity are usually linked to specific research intentions and projects, the duration of whose implementation is defined in advance by the decision of the support provider, an approved project schedule, or another objective time frame.

Given this special nature of research activity, there is an objective need to negotiate fixed-term employment relationships with a defined group of employees, corresponding in particular to the duration of specific research projects, grant tasks, research programs, or the expected funding of the relevant expert activity.

The contracting parties further state that the funding of the Employer's research activity is significantly dependent on obtaining targeted funds, the results of grant proceedings, the evaluation of research activities, and the decisions of financial support providers. Any reduction, limitation, or termination of these financial resources represents a serious operational reason that may have a direct impact on the possibility of long-term staffing of individual research activities.

With regard to the reasons stated above, the contracting parties state that for employees performing activities directly related to solving time-limited research projects, grant tasks, or similar expert activities, it cannot always be fairly required to negotiate an employment

contract for an indefinite period, as the continuation of the job position is objectively linked to the existence of a specific research task and its funding.

Therefore, the contracting parties have agreed that for a defined group of employees, the Employer may proceed derogatively from the general limitation on negotiating fixed-term employment relationships pursuant to Section 39(2) of the Labour Code, and only to the extent and under the conditions corresponding to the reasons specified in this agreement.

The derogative procedure consists in the possibility of negotiating and repeating fixed-term employment contracts for a period corresponding to the needs of implementing specific research projects, grant tasks, or other time-limited expert activities of the Employer.

This procedure applies in particular to employees placed in job positions of scientific workers, researchers, and other specialists whose work activity is directly linked to the implementation of time-limited research activities of the Employer.

The duration of this agreement and the rules for negotiating and repeating fixed-term employment contracts are governed by the relevant provisions of the Labour Code, in particular Section 39(4) of Act No. 262/2006 Coll., Labour Code.

6.1 Definition of the scope of employees and rules for negotiating and repeating fixed-term employment relationships

Scope of employees covered by the derogative procedure

The derogative procedure in negotiating and repeating fixed-term employment relationships pursuant to Section 39(4) of Act No. 262/2006 Coll., Labour Code, applies only to employees whose work activity is directly or predominantly linked to the implementation of research, development, expert, or support activity of a time-limited nature.

This includes in particular:

- a) **scientists** performing independent creative scientific activity,
- b) **researchers** participating in solving research projects, grant tasks, research programs, or other expert activities,
- c) **postdoctoral researchers, specialists, and other employees with professional qualifications** whose job positions are established or funded in direct connection with a specific research project, grant, or time-limited research task,
- d) **employees participating in expert activities** whose need is objectively dependent on the scope, duration, or funding of a specific research activity.

The derogative procedure shall not be applied across the board to all employees of the Employer, but only in cases where the nature of the work performed and the objective circumstances of its funding justify negotiating a fixed-term employment contract.

6.2 Rules for negotiating fixed-term employment relationships

A fixed-term employment relationship under this Article may be negotiated in particular if:

- a) the job position is related only to the implementation of a specific research project, grant task, research program, or other time-bound expert activity,

- b) the duration of the employment relationship corresponds to the expected implementation period of the relevant activity or the expected period of securing financial resources,
- c) the Employer cannot objectively assume a long-term need for the job position regardless of the continuation, funding, or results of the relevant research activity.

The length of an individual fixed-term employment relationship is determined taking into account in particular:

- the duration of the approved research project or grant task,
- the period of provision of targeted or institutional funds,
- the expected timeline for solving the research task,
- the needs of professional support for the research activity of the Employer.

6.3 Rules for repeating and extending fixed-term employment relationships

Repeated negotiation or extension of fixed-term employment relationships for employees specified in Article 6.1 is possible only if the reasons justifying the use of this derogative procedure continue to exist, in particular:

- a) continuation or commencement of another research project, grant task, or expert activity,
- b) continuing need for professional support of the research activity of the Employer,
- c) existence of corresponding financial backing for the job position,
- d) the fact that the character of the job position continues to correspond to the conditions specified in this agreement.

Upon each repetition or extension of a fixed-term employment relationship, the Employer shall assess and document the persistence of the reasons under this Article.

6.4 Approval procedure

The decision to negotiate a fixed-term employment contract under this Article shall be made by the Employer based on a written justification, which includes in particular:

- a) designation of the job position and work activity,
- b) specification of the concrete research project, grant task, or expert activity with which the job position is linked,
- c) indication of the funding source or reason for the time limitation of the work requirement,
- d) expected duration of the fixed-term employment relationship,
- e) justification for any repetition or extension of the employment relationship.

6.5 Definition of professional categories of employees

For the purposes of this agreement, employees to whom the derogative procedure pursuant to Section 39(4) of the Labour Code may be applied are considered to be in particular:

- a) scientific workers who perform independent creative scientific activity and participate in the preparation, solving, or evaluation of research tasks,

- b) researchers who participate in the implementation of research projects, grant tasks, experimental activity, or other expert activities in the field of research and development,
- c) specialists in research and development whose activity is professionally, technically, or methodologically necessary for the implementation of research projects or expert activities of a time-limited nature,
- d) other expert employees whose job position is demonstrably linked to a specific research program, project, grant task, or other time-bound expert activity.

6.6 Principle of proportionality

The contracting parties explicitly confirm that the purpose of this agreement is not the general replacement of open-ended employment relationships with fixed-term employment relationships, but the creation of a legal framework enabling the Employer to respond to the specific nature of research activity, which is characterized by the time limitation of projects, uncertainty of funding, and the need for expert staffing.

The use of a fixed-term employment relationship under this agreement must always correspond to the specific circumstances of the given job position and the actual needs of the Employer.

7. OVERTIME WORK AND ON-CALL DUTY

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

The period in which total overtime work must not exceed an average of eight hours per week is set at 52 consecutive weeks.

The extent of on-call duty outside the workplace is set at a maximum of 300 hours per calendar year.

8. ANNUAL LEAVE AND PERSONAL LEAVE

The entitlement to annual leave is 5 weeks per calendar year or a proportionate part thereof.

Employees are further entitled to 5 days of personal leave per calendar year or a proportionate part thereof. In this respect, an individual instance of granting leave shall have a duration of a minimum of 0.5 working days up to a maximum of 2 working days. Taking personal leave is conditional upon successful completion of the probationary period.

9. OBSTACLES TO WORK ON THE PART OF THE EMPLOYEE

9.1 Legal framework

The Employer shall grant a leave of absence for reasons of important personal obstacles to work to the extent and under the conditions laid down in the Annex to Government Decree No. 590/2006 Coll., laying down the scope and extent of other important personal obstacles to work (hereinafter referred to as the "Government Decree").

9.2 Above-standard leave of absence following Government Decree No. 590/2006 Coll.

An employee is entitled to be granted 1 working day of leave of absence with wage compensation beyond the scope of Government Decree No. 590/2006 Coll. for each of the following obstacles:

- a) birth of a child to a wife (common-law wife),
- b) wedding of the employee,
- c) wedding of an employee's child,
- d) death of a spouse, registered partner, cohabiting partner, child, parent, sibling, or grandparent,
- e) moving of the employee not carried out in the interest of the Employer,
- f) securing necessary care for a family member.

However, the total extent of above-standard leave of absence pursuant to points a) to f) shall not exceed 2 working days in aggregate per calendar year.

9.3 Exercise of the right by the employee and procedural rules

- a) The employee decides whether to utilize above-standard leave of absence for a specific obstacle.
- b) The employee shall apply for its granting without undue delay after the occurrence of the obstacle, usually prior to taking it, unless circumstances prevent it.
- c) Above-standard leave of absence pursuant to Chapter 9, paragraph 2 is counted towards the annual limit of 2 days according to the day it is actually taken.
- d) In the case of a concurrence of multiple obstacles on the same day, above-standard leave of absence pursuant to Chapter 9, paragraph 2 may be taken only once.
- e) After exhausting the annual limit of 2 days, further obstacles to work shall be assessed exclusively according to the Government Decree.
- f) The Employer keeps records of the taking of above-standard leave of absence pursuant to Chapter 9, paragraph 2 and ensures equal treatment of all employees.

9.4 Short-term health indisposition

Leave of absence in the event of a short-term health indisposition not requiring medical treatment is provided as an independent employee benefit independent of the Government Decree.

Employees may draw from personal leave days up to a maximum extent of 5 working days.

This leave of absence is not counted towards the annual limit of 2 days under above-standard items a) to f) in Article 9.2.

9.5 Temporary shorter working hours

Beyond the reasons specified in the Labour Code, an employee may request in writing the negotiation of shorter working hours, for example for health reasons, family reasons, or study reasons.

The Employer shall evaluate the request and, in the event of approval, conclude a fixed-term amendment to the employment contract with the employee. The amendment shall explicitly

stipulate the duration period of the shorter working hours, the new extent of working time, and the corresponding wage.

After the expiration of the agreed period, the extent of working hours and the wage shall automatically return to their original level. An early return to the original extent of working time or an extension of the temporarily shorter working hours are possible only upon mutual agreement between the employee and the Employer.

This provision does not constitute an obstacle to work under the Government Decree.

9.6 Above-standard beyond the Government Decree – performance of socially relevant activity

An employee may take a leave of absence for the performance of a socially relevant activity related to research or pedagogical activity, for the strictly necessary period.

This above-standard benefit is provided by the Employer and does not fall under the entitlements resulting from the Government Decree nor into the limit of 2 working days per year in Article 9.2.

Taking this leave is at the decision of the employee and upon agreement with their direct supervisor.

9.7 Leave of absence for the purpose of volunteering activity

The Employer shall grant employees a leave of absence up to a maximum of two working days per calendar year for the purpose of performing volunteering or charitable activity.

This leave of absence may be taken for the purpose of personal involvement of the employee in the activities of a non-profit organization whose scope of activity is in particular the support of publicly beneficial, charitable, humanitarian, social, cultural, educational, or similar activities.

The employee is obliged to request the granting of this leave of absence prior to taking it in the manner specified by the Employer and to document the actual use of the leave with a confirmation from the relevant non-profit organization that during the period of taking the leave of absence, they performed volunteering or similar publicly beneficial activity for this organization.

For the period of taking this leave of absence, the employee is entitled to wage compensation in the amount of average earnings.

10. SCHEDULE OF WORKING HOURS AND BREAKS AT WORK

The schedule of weekly working hours including the specification of breaks at work is set out in Annex No. 1.

11. RECORDS OF PRESENCE AT THE WORKPLACE

Presence at the workplace is recorded by individual organization units for reasons of occupational health and safety and fire protection.

III. WAGE CLAIMS AND OTHER MONETARY PAYMENTS

12. WAGE

Remuneration of employees (with the exception of the director of the Institute) who are in an employment relationship with the Employer, and related conditions, are regulated by the Wage Regulations of the Institute of Thermomechanics.

13. DEDUCTION OF MEMBERSHIP FEES FROM EMPLOYEE'S SALARY

The Employer undertakes to execute the deduction of membership fees of an employee – member of the Trade Union – from the wage of this employee. A condition for the validity of this provision is an agreement of each of the employees with the Employer on executing such a wage deduction for the payment of membership fees. The Employer shall execute the deduction to the Trade Union account No. 1681255088/0800 always on the payday in the month.

14. TRAVEL ALLOWANCES

Sending employees on business trips, the type and amount of travel allowances, payment of advances, and final settlement of the trip are regulated by the internal regulation on the rules for approval and implementation of domestic business trips (*Interní norma IN č. 85/2017: Pravidla pro schvalování a realizaci tuzemských pracovních cest*) and the internal regulation on the rules for approval and implementation of business trips abroad (*Interní norma IN č. 84/2017: Pravidla pro schvalování a realizaci pracovních cest do zahraničí*). The Employer shall carry out the final settlement of the trip within 10 working days from the day of submission of written documents by the employee. The amount by which the advance provided during the business trip was lower than the employee's entitlement shall be paid by the Employer to the employee in Czech currency together with the wage on the nearest payday following the execution of the final settlement of the trip.

IV. OCCUPATIONAL SAFETY AND HEALTH

15. PROVISION OF PERSONAL PROTECTIVE EQUIPMENT

The provision of personal protective equipment is regulated by the internal regulation on personal protective equipment (*Interní norma IN č. 24/2006: Osobní ochranné pracovní pomůcky*).

16. INFORMATION ON OCCUPATIONAL INJURIES

The Employer undertakes to provide the Trade Union with an overview of occupational injuries within the scope of its competence. The Employer shall provide this information upon request of the Trade Union.

V. EMPLOYEE CARE

17. CATERING

Company catering is regulated by the internal regulation on company catering (*Interní norma IN č. 122/2025: Stravování zaměstnanců*).

18. SUPPORT FOR FURTHER EDUCATION

The Employer will support further education of employees.

19. RECREATION

The conditions for the recreation of workers in the training and recreation facility are regulated by the internal regulation on the principles for the use of the Mariánská training and recreation facility (*Interní norma IN č. 104/2022: Zásady využívání školicího a rekreačního zařízení Mariánská*).

20. COMPENSATION OF WAGES UP TO THE AMOUNT OF AVERAGE EARNINGS OF AN EMPLOYEE DURING PATERNITY LEAVE

Employees taking paternity leave (i.e. an obstacle to work on the part of the employee consisting in short-term care of a newborn child, distinct from parental leave, which represents a long-term release from work for the purpose of child care) are entitled during the period of taking it to wage compensation up to the amount of the employee's average earnings.

21. WORK ANNIVERSARIES OF EMPLOYEES

- a) An employee of the Institute is entitled to an award for a work anniversary upon completion of every 10 years of continuous employment relationship with the Institute, i.e. upon reaching the 10th, 20th, 30th, and every subsequent ten-year anniversary.
- b) The period from the date of commencement of employment is included in the length of the continuous employment relationship, including the time of taking maternity and parental leave and other obstacles to work on the part of the employee, provided that during their course the employment relationship continued to exist and the employee had a valid employment contract concluded with the Institute.
- c) In the event that an employee worked for the Institute in multiple employment relationships in the past and a break longer than 5 months occurred between the termination of one employment relationship and the commencement of the following employment relationship, only the length of the last continuous employment relationship is assessed for the purposes of granting the work anniversary award.

- d) If the working time commitment of an employee at the moment of reaching the work anniversary is lower than 0.5, the amount of the granted award will be reduced by 50%. This reduction applies to the allocation of benefit points within the work anniversary award and does not represent a financial reward paid in cash or a component of wage or salary.

VI. FINAL PROVISIONS

22. AMENDMENTS AND SUPPLEMENTS TO THE COLLECTIVE AGREEMENT

Amendments and supplements to any obligation arising for the contracting parties from this Collective Agreement may be negotiated during the term of validity of the Collective Agreement if the legal regulations on which the relevant obligations are based change. In the event of a change in generally binding legal regulations enabling the negotiation of an obligation that could not be negotiated at the time of concluding the Collective Agreement, negotiations on an amendment or supplement to the Collective Agreement may take place.

23. VERIFICATION OF COMPLIANCE WITH THE COLLECTIVE AGREEMENT

Verification of compliance with this Collective Agreement shall be carried out as of December 15 of the current year. The contracting parties undertake to inform each other within three days from the date of discovery of all cases that appear to be a violation of this Collective Agreement. Statutory 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 its written notification to the other contracting party. Similarly, the contracting parties shall assist in resolving individual disputes arising in the performance of this Collective Agreement.

24. FAMILIARIZATION WITH THE COLLECTIVE AGREEMENT

The Trade Union and the Employer shall jointly familiarize employees with the content of the Collective Agreement within fifteen days of its conclusion by posting it on the Employer's intranet website.

25. VALIDITY AND EFFECTIVENESS OF THE COLLECTIVE AGREEMENT

This Collective Agreement becomes valid on the day of its signature by both contracting parties.

This Collective Agreement is concluded for a fixed term, until December 31, 2028.

In Prague on January 3, 2026

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Signature of Employer Representative

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Signature of Trade Union Representative

ANNEX NO. 1:

WORKING HOURS SCHEDULE AND WORK BREAKS

Working hours for employees with an even distribution of working time are set from Monday to Thursday from 7:15 to 16:00 with a half-hour lunch break, and on Friday from 7:15 to 14:45 with a half-hour lunch break.

Employees whose job responsibilities permit it, in particular scientific workers, administrative staff, finance department employees, and other non-academic employees, may, upon agreement with the relevant department head, utilize a flexible working hours schedule.

Within the flexible working hours schedule, employees are required to be present at the workplace during core working hours from 9:30 to 14:30, with a lunch break. This period is supplemented by optional working hours from 7:00 to 9:30 and from 14:30 to 19:00, provided that the employee schedules their working hours to observe the specified weekly working hours and ensure that the duration of a single shift does not exceed 12 hours.

Flexible working hours cannot be applied to job positions where operational reasons necessitate strict adherence to a fixed shift start time, in particular for employees providing cleaning services, reception desk operations, or workshop facilities.

In justified cases, flexible working hours may be permitted by the Director of the Institute upon agreement with the relevant department head for other employees as well.

The schedule of working hours for other selected professions is as follows:

Receptionists at the main facility located 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

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 public holidays:**
 - security guard:
 - morning shift: 7:30 to 19:30
 - afternoon shift: 19:30 to 7:30