

*Institute of Biophysics of the CAS, public research institution, 612 65 Brno,
Královopolská 135, company ID: 68081707*

Conditions of Employment

(full text)

Institute of Biophysics of the CAS, public research institution

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In order to create the prerequisites for the proper and responsible performance of work tasks and the specification of employment relations for the needs of the Institute of Biophysics of the CAS, public research institution, with its registered office at Královopolská 135, Brno, I, in accordance with Section 306 of Act No. 262/2006 Coll., the Labour Code (hereinafter referred to as “the LC”), as amended, these **Conditions of Employment** are **i s s u e d**:

CONDITIONS OF EMPLOYMENT

Part I Scope

- 1) The Conditions of Employment are binding for all employees of the Institute of Biophysics of the CAS, public research institution, (hereinafter referred to as “**the employer**”), who are in an employment relationship with the employer.
- 2) Employees in active relationships with the employer on the basis of agreements on work performed outside of an employment relationship are bound by these Conditions of Employment only if it results from other provisions thereof, or the provisions of Sections 74 and 77 of the LC, or a concluded agreement.

Part II Employment relationship (conclusion, modification, and termination)

- 1) Before the employment contract is concluded, the employee must be familiarised with the rights and obligations that would arise for him/her from the employment contract and with the employment and wage conditions under which the work is to be performed.
- 2) The employer is obligated to ensure that the employee undergoes an initial medical examination before the employment contract is concluded.
- 3) The employment relationship is established by a written employment contract between the employer and the employee. The contract is concluded on the date of commencement of the employment, in two copies. One copy of the employment contract will be handed to the employee.
- 4) In accordance with Article 51 of the Statutes of the Czech Academy of Sciences, the positions of university-educated workers at research departments and independent research groups are filled on the basis of a selection procedure announced by the IBP’s director. The selection procedure must be announced publicly at least three weeks before the date on which the applications are filed, namely on the Academy’s website. The selection between the candidates is carried out by a committee of at least three members appointed by the IBP’s director. On the basis of the record of the meeting, the committee will recommend candidates for admission to the director. The director decides on the admission of a new worker and on his/her inclusion in the qualification level and agrees with him/her on the wage and duration of his/her employment contract.
- 5) Appointment leads to the establishment of an employment relationship only in case of the institute’s director.

- 6) The employment relationships with other employees are negotiated in accordance with the relevant provisions of the LC.
- 7) Act No. 262/2006 Coll. The Labour Code, as amended, amends in Section 39 the fixed-term employment relationship. However, the provision of Section 39(2) does not apply to cases where a fixed-term employment relationship is negotiated *“if there are serious operational reasons on the part of the employer or reasons consisting in a special nature of work, on the basis of which the employer cannot be reasonably required to propose to the employee, who is to perform the work, the establishment of an employment relationship of indefinite duration.”*

In accordance with Section 39(4) of the Labour Code, as amended, the employer, the Institute of Biophysics of the CAS, public research institution, defines the reasons consisting in a special nature of the work as follows:

The special nature of the creative scientific activities is given by the fact that the scientific projects of the institute, including projects from other providers that university-educated and other professionals try to solve, are usually for a definite period of time from one to seven years. Within this period, term employment contracts will be concluded with university-educated workers at research departments who are, on the basis of attestations, included in the following qualification levels:

1. research assistant
2. graduate student
- 3a. postdoctoral fellow
- 3b. associate scientist
4. scientist
5. senior scientist

On the basis of the aforementioned reason, term employment contracts will be concluded even with research assistants of research departments who have obtained a high school diploma or higher vocational education.

- 8) In accordance with Article 23 of the Annex to the Statutes of the Academy, the activities of researchers must be evaluated by regular attestations taking place at least every five years. According to the career system, each worker must also pass the attestations before concluding the employment contract for the next period or before being reassigned to another qualification level. In the event that the attestations prove the ineligibility of a worker, the result of the evaluation after having complied with the prescribed statutory requirements may be a reason for mutual termination of the employment relationship within the meaning of Section 52(f) of the Labour Code.
- 9) A probation period may be agreed in the employment contract of 3 months maximum. The probation period must be agreed in writing, otherwise it is invalid. The agreed probation period cannot be extended.
- 10) The director of the institute (hereinafter referred to as the director) concludes the employment contract on behalf of the employer. The contract is prepared by a worker tasked with managing the personnel agenda in cooperation with the head of the relevant organisational unit in which the employee is to work.

- 11) In the employment contract, the employer is obligated to agree with the employee on the basic conditions specified in the provision of Section 34(1) of the LC. In the employment contract, these participants may agree on other conditions they are interested in.
- 12) If the data specified in the provisions of Section 37(1)(a)–(g) of the LC are not stated in writing in the employment contract, the employer is obligated to communicate them to the employee in writing within 1 month of the establishment of the employment relationship (i.e. of the date specified in the employment contract as the day of commencement of work). If there are changes to these data, the employer is also in this case obligated to communicate the changes to the employee in writing within 1 month of the date when the change legally took place.
- 13) The content of the employment contract may be amended only if the employer and the employee agree on amending it. The amendment to the employment contract must be made in writing.
- 14) The employer is entitled to transfer or reassign employees beyond the scope of the employment contract only in accordance with labour law regulations (especially the provisions of Section 41 and Section 47 of the LC).
- 15) Upon taking up employment, the employee must be duly acquainted with the legal and other regulations to ensure occupational health and safety, which he/she must comply with when working. The employee must be properly acquainted with the employer's internal regulations.
- 16) Upon taking up employment, the employee is obligated to submit a certificate of employment (employment record) and other documents decisive for social benefits and contributions, the amount of income tax, evidence of qualification, or decisions of state authorities (especially court decisions) that have a decisive influence on relations arising from the employment relationship (e.g. execution).
- 17) From the day when the employment relationship was established, the employee is obligated to perform all work corresponding to the type of work (function) agreed in the employment contract during the specified working hours, in accordance with his/her superior's instructions, at the place of employment agreed in the employment contract, and observe work discipline.
- 18) Within the agreed type of work (function), the employer determines the job role of the employee in the form of a description of the work activities, in which he/she determines the employee's obligations in more detail. This job role is a unilateral order of the employer, which the employee acknowledges and his/her consent is not required. The job role is not negotiated as part of the employment contract.
- 19) The place of employment is generally agreed in the employment contract to be in a municipality.
- 20) If the employee has a single workplace within the agreed place of employment, then this workplace is, for the purposes of travel allowances only, the employee's regular workplace.
- 21) The employer is entitled to transfer or reassign employees beyond the scope of the employment contract only in accordance with labour law regulations (especially the provisions of Sections 41–47 of the LC).
- 22) Proposal for mutual termination of the employment relationship by agreement, notice, immediate termination of the employment relationship, or termination of the employment relationship during the probation period is submitted by the employee in writing, usually by personal delivery to the personal department that

will confirm to him/her the receipt of the submission and the date of its delivery, or by mail to the employer's address in accordance with the provision of Section 337 of the LC.

- 23) During the notice period, the employee is obligated to perform for the employer the work agreed upon in the employment contract or other work to which he/she was transferred in accordance with the provision of Section 41 of the LC.
- 24) In connection with the termination of employment, the employee is obligated to inform his/her superior about the state of how the assigned tasks have been fulfilled, to properly hand over tasks not yet completed, and to hand over items belonging to personal equipment and work equipment and personal protective equipment in a condition corresponding to their usual wear and tear. The employee's superior will make a written record of the method of compensation for damage caused by the employee.
- 25) Upon termination of the employment relationship with an employee with whom an agreement on material responsibility has been concluded, or if an employee with joint material responsibility whose employment relationship has been terminated requests so, an inventory must be made in accordance with the provision of Section 254 of the LC.
- 26) The employer may give notice to the employee or immediately terminate the employment relationship with him/her only in the cases stipulated in Sections 52 and 55 of the LC.
- 27) Immediate termination, notice, termination of the employment relationship during the probation period, and mutual termination of the employment relationship are signed by the institute's director on behalf of the organisation.
- 28) An employment relationship agreed for a definite period ends at the end of that period. The respective supervisor will notify the employee of the termination of the employment relationship at least 1 month in advance.
- 29) At the end of the employment relationship, the employer is obligated to issue to the employee a certificate of employment (employment record) and state in it the facts prescribed by the implementing regulation. Furthermore, the employee will receive a pension insurance record sheet and a confirmation of taxable income for the past tax period.

Part III

Agreements on work performed outside of an employment relationship

- 1) The employer is to ensure the fulfilment of his/her tasks primarily by employees in an employment relationship. Agreements on work performed outside of an employment relationship may be concluded with the employees only for work of a different type than agreed in the employment contract.
- 2) In agreements on work performed outside of an employment relationship (agreement to complete a job or agreement to perform work), the employer is not obligated to schedule working hours for the employees.

A. Agreement to complete a job

- 1) The scope of work for which the agreement to complete a job is concluded must not exceed 300 hours in a calendar year. The scope of work also includes the time of work performed by the employee for the employer in the same calendar year on the basis of another agreement to complete a job.
- 2) The agreement to complete a job must be concluded in writing.

B. Agreement on working activity

- 1) The employer may conclude an agreement on working activity with a natural person even if the scope of work does not exceed 300 hours in the same calendar year.
- 2) Based on an agreement on working activity, it is not possible to perform work in excess of, on average, half of the set weekly working hours. Compliance with this scope is evaluated for the entire period for which the agreement on working activity was concluded, but no longer than for a period of 52 weeks.
- 3) The employer is obligated to conclude the agreement on working activity in writing, otherwise it is invalid. One copy of this agreement will be delivered to the employee.
- 4) The agreement on working activity must state the agreed work, the agreed scope of working hours, and the period for which the agreement is concluded.
- 5) If the method of terminating the agreement on working activity is not agreed, it may be terminated by agreement of the contracting parties on the agreed date; it may be unilaterally terminated for any reason or without stating a reason with a 15-day notice period beginning on the date on which the notice was delivered to the other contracting party. However, the immediate termination of the agreement to perform work may be agreed only for cases where it is possible to terminate the employment relationship immediately.

Part IV Working hours and their records

- 1) Working hours, overtime work, meal and rest breaks, and records of employees' working hours are governed by the employer's internal regulation on working hours, breaks at work and records of working hours. Compliance with and use of working hours are supervised by senior employees.
- 2) Between 10 p.m. and 6 a.m. and on non-working days, the employee may remain at the workplace only with the consent of his/her immediate superior.
- 3) Records of the presence and stay of strangers at the workplace are governed by the Director's Order. The immediately superior senior employee is responsible for proving the records of working hours, the start and end of a shift, overtime work, on-call duty, and night work.

- 4) Every employee is entitled to days of sick leave, so-called "sick days", but only to a maximum of 3 days per calendar year. The employees are entitled to a wage for the days of sick leave. The days of sick leave cannot be carried over to the following calendar year. The employee submits an oral request for the days of sick leave to his/her superior. The days of sick leave are recorded in accordance with established practices in the given section.
- 5) Failure to observe the working hours can be considered unexcused absence. The institute's director decides whether the employee's absence from work is in fact unexcused on the basis of a proposal by his/her immediate superior. For each unexcused absented work shift, the employer may reduce the employee's leave by one to three days; unexcused absence of shorter parts of individual shifts add up. Unexcused absence is also a serious violation of an obligation arising from legal regulations relating to work performed by the employee, and after meeting the prescribed legal requirements, it may be a reason for mutual termination of the employment relationship within the meaning of the provision of Section 52(g) of the LC.

Part V

Work from home or from another pre-agreed place

- 1) The employer may agree with the employee that the employee will perform work at home or in another agreed place outside of the employer's workplace (hereinafter referred to as "telework"). In the case of such an agreement, the employer will agree with the employee on a regular workplace.
- 2) Telework may be performed only as far as activities that fall within the scope of the employer's activities are concerned, and is carried out using information technology and IT tools and the results of it are transmitted by the employee to the employer electronically.
- 3) The conditions for work from home must be precisely specified by the "Employer's Consent".
- 4) A teleworking employee is an employee who, on the basis of the employment contract, carries out work during the working hours that he/she schedules, at his/her place of residence, or at a place that he/she determines in advance, and this place is separated from the employer's workplace. The employee must communicate the place where he/she will be performing the telework to the employer in writing and in advance.
- 5) The employer will provide the employee with the technical equipment necessary for the regular performance of the telework before it is performed. The employer is obligated to properly install it and keep it in working order. The employee is obligated to contribute to keeping the technical equipment in working order, in particular by immediately informing the employer of any defects that may appear in the technical equipment. The employer will train the teleworking employee on how to handle the technical equipment that will be provided to the employee. The employer will provide appropriate technical support to the teleworking employee and directly reimburse the employee's costs

associated with the telework, particularly the costs pertaining to the communication with the employer.

- 6) The technical equipment and its distribution at the place designated by the employee for the telework must comply with the requirements for occupational health and safety. The employer is obligated to train the employee on the requirements for occupational health and safety. The employer is entitled to inspect the conditions at the place designated by the employee for the telework to ensure that the requirements for occupational health and safety are met. The employer is obligated to notify the teleworking employee of the inspection of the workplace in advance. The employer, or persons authorised by the employer, who enter(s) the workplace of the teleworking employee, are obligated to act in such a way as to protect the privacy of the employee and other persons living in the same household, or the legitimate interests of other persons.
- 7) When teleworking, the employee is not entitled to perform the following activities in particular, which are not considered activities related to work performed by the employee: heat treatment of meals, cleaning work, provision and preparation of heating, etc.
- 8) The employer will take appropriate measures, in particular program-related measures, to ensure the protection of the data used and processed by the teleworking employee. The employer will instruct the employee on how to handle the technical equipment and data carriers so as to ensure the highest possible protection of the data that will be available to the teleworking employee.
- 9) The employer will provide the employee with training, as far as hardware and software are concerned, always before the start of teleworking; whenever there is a change in hardware and software; regularly at least once a year.
- 10) Prior to the commencement of the telework, the employer will agree with the employee in particular on:
 - a. The duration and schedule of the working hours during which the employee is allowed to work from home. The duration of the working hours in which the employee is allowed to perform work from home may be defined as a period of one week, one month, three months, six months, or one year.
 - b. Method of recording the working hours and the telework. For employees who work abroad, it is clear that work related to working in the Czech Republic is, in fact, remote and the results are usually sent in electronic form.
 - c. The range of work equipment and technical means that the employer will provide to the employee.
 - d. The scope and method of reimbursement of costs for the wear and tear of the employee's own equipment, if the use of the employee's own equipment is agreed; the agreed amount of costs will always be agreed separately from the agreement on wage.

- e. The method of paying costs directly related to the telework.
- 11) Act No. 262/2006 Coll., The Labour Code, other labour law regulations and legal regulations governing occupational health and safety apply to the employment relationship of a teleworking employee. A teleworking employee is not entitled to a wage, or salary, or compensatory leave for overtime work, or compensatory leave or compensation for wages or allowance for work on public holidays. The adjustment of working hours, downtime and interruption of work caused by weather conditions do not apply to the teleworking employees. It may be agreed in writing between the employee and the employer whether and when the teleworking employee is entitled to a wage, or salary, or compensatory leave for work on public holidays, or whether he/she is subject to the adjustments to the working hours, downtime and interruption of work caused by adverse weather conditions.
 - 12) Teleworking employees are entitled to wage compensation in case of other important personal obstacles to work in accordance with Government Regulation No. 590/2006 Coll., which stipulates the scope and extent of other important personal obstacles to work only in the case of marriage, death in the family, and the employee's relocation in the interest of the employer. In other cases of important personal obstacles to work (e.g. visit to a doctor, escort of a family member to a doctor, etc.) in accordance with Government Regulation No. 590/2006 Coll., which stipulates the scope and extent of other important personal obstacles to work, the employee is not entitled to wage compensation.
 - 13) Teleworking employees are entitled to wage compensation within the meaning of the provision of Section 192 of Act No. 262/2006 Coll., the Labour Code in the case of the employees' temporary incapacity for work. For these purposes, the employer determines a fictitious range of working hours per week for the teleworking employees, always from Monday to Friday from 9:00 a.m. to 5:30 p.m.
 - 14) The teleworking employee will be allowed a personal meeting with the senior employee, other collaborators, and employee representatives at least once a month. The employer will allow personal meetings with other employees if the teleworking employee so requests and if it can be reasonably requested of the employer in a given specific situation.

Part VI Leave

- 1) Every employee who performs employment in an employment relationship is entitled to leave under the conditions set forth in Section 212 et seq. of the LC.
- 2) The leave time of the IBP employees is 5 weeks in a calendar year. A week of leave means 7 consecutive calendar days.
- 3) The time of taking the leave is determined by the employer in accordance with the leave plan. The leave plan must be prepared by the head of the relevant department, taking into account the tasks of the workplace and the legitimate interests of the employee, so that the

the employee could take the leave in its entirety and before the end of the calendar year. The employee is obligated to inform the immediate superior in time of facts that are relevant for determining the commencement of the leave (the dates of recreational stays, spa treatment, etc.) and propose in time the required date of the commencement of the leave or its change. The actual date of taking the leave is confirmed on the relevant "leave" form by the immediately superior senior worker, and he/she submits the "leave" to the PAM department no later than on the day before this date.

- 4) The employer is obligated to determine the taking of leave for the employee in accordance with Section 211 of the LC so that the employee takes the leave in the calendar year in which the employee's right to leave arose, unless the employer is prevented from doing so by obstacles to work on the part of the employee or urgent operational reasons.
- 5) If the employer is prevented from determining the taking of leave by obstacles to work on the part of the employee stated in Section 217(4) of the LC or urgent operational reasons, the employer is obligated to determine the leave such that it ends at the end of the next calendar year at the latest.
- 6) If the employer does not determine such leave for the employee before 30 June of the next calendar year (except in the case of maternity or parental leave or because the employee has been declared temporarily incapable of working), the employee has the right to determine the taking of leave as well. The employee is obligated to communicate to the employer in writing the taking of leave at least 14 days in advance, unless he/she agrees with the employer on another time of communication.
- 7) Before the termination of the employment relationship, the immediately superior senior is obligated to ensure the taking of the remaining part of the leave, no later than on the date of termination of the employment relationship.
- 8) Upon written request, the employer may grant unpaid leave to the employee, provided that he/she has already fully taken the leave and operational reasons allow it.
- 9) To the written request for granting unpaid leave (even one day long) by the employer, the employee is obligated to submit a statement that the employer will fully pay the amount corresponding to health insurance that the employer would be obligated to pay for the employee at the time when the employer granted the unpaid leave to the employee, and a method of reimbursement of this amount.

Part VII Wage

- 1) For the work performed, the employee is entitled to a wage or remuneration arising from agreements on work performed outside of an employment relationship. The conditions for providing and the method of determining the amount of employees' wages are stipulated in the employer's Internal Wage Regulation.
- 2) The employee will, on the day of the pay date at the payroll office, collect a written document (payslip) containing data on the individual components of the wage and on the deductions made. The monthly pay dates are listed in the payout calendar, which forms an annex to the Internal Wage Regulation.

- 3) If the employee finds out that a higher or lower wage has been paid to him/her or another unauthorised payment has been made, he/she is obligated to notify the relevant worker at the payroll office.

Part VIII

Official trips and reimbursement of travel expenses

- 1) Employees' official trips and reimbursement of travel expenses are governed by the employer's Internal Regulation on the Provision of Travel Allowances.
- 2) The conditions which may affect the provision and amount of travel allowances, in particular the time and place of commencement and termination of the travel, the place of performance of work tasks, the mode of transport, and accommodation, will be determined by the employer in advance and in writing. When doing so, the employer takes into consideration the employee's legitimate interests.
- 3) Travel allowances may be provided to an employee who performs work for the employer on the basis of agreements on work performed outside of an employment relationship, provided that such right, as well as the place of the employee's regular workplace, have been agreed.
- 4) If the condition of appropriateness and economy of the mode of transport is observed, the employee is entitled to request the use of a official passenger car for the purposes of the official trip. The use is decided by the director or his/her deputy by approving a "Request for Transport".
- 5) The use of a private motor vehicle for official purposes is possible only with the director's prior consent. Before submitting the "*Permission to use a private motor vehicle for official purposes*", the sending employee is obligated to check the validity of the employee's driving licence, the validity of accident insurance, liability insurance, the validity of driver training, and, in cases prescribed by law, assessment of medical fitness.

Part IX

Obstacles to work

A. Obstacles to work on the part of the employee

- 1) The employee requests that his/her superior provides leave due to an obstacle to work on the part of the employee in time and in advance; if the obstacle is not known to the employee ahead of time, he/she is obligated to communicate it to the employer without undue delay and communicate its expected duration. In principle, leave cannot be provided if the employee can settle the matter outside of working hours.
- 2) The employer provides leave to the employee for the reasons stated in the provisions of Sections 191 and 199 of the LC.
- 3) The employer may also provide leave to the employees for other serious reasons, in particular due to the settlement of important personal, family or property-related

matters that cannot be settled outside of the working hours; wage compensation is not provided in these cases.

- 4) If the employee has been declared incapable of working due to an illness or injury, he/she is obligated to immediately notify the immediately superior senior employee and, at the same time, submit a certificate of incapacity for work (sheet III); upon termination of short-term incapacity for work, submit sheet II, and in the case of long-term incapacity for work, submit a certificate of the duration of incapacity for work. The employee claims sickness insurance benefits during maternity leave, quarantine, and care of a sick family member in the same manner.

B. Obstacles to work on the part of the employer

- 1) Wage compensation for downtime and other obstacles to work on the part of the employer is provided in accordance with Sections 207 to 210 of the LC.

Part X Occupational health and safety

- 1) Personal protective equipment, work clothing, and footwear, washing, cleaning, and disinfecting agents are provided by the employer free of charge according to the employer's own list prepared on the basis of risk assessment and specific working conditions. The conditions of the provision, the list of professions, the type of the PPE, and the recommended period of their use are specified in an internal regulation of the employer.

A. Senior employees' responsibility

- 1) The employer's senior employees are responsible for fulfilling the employer's tasks and obligations in taking care of occupational health and safety at all levels of management, within the scope of their functions. These tasks and obligations are an equal and inseparable part of their job duties.
- 2) Senior employees are obligated to provide employees with training on legal and other regulations upon taking up employment and when changing the job classification or type of work, introducing a new technology or changes in work procedures, and also in cases that may have a significant impact on the occupational health and safety to ensure occupational health and safety, and to systematically require and monitor compliance with them.
- 3) The employer's senior employees, at all levels of management and within the scope of their functions, perform the employer's tasks and obligations in the field of occupational health and safety stipulated by legal and other regulations or decisions and instructions issued on their basis.

B. Employees' obligations

In particular, employees are obligated to:

- a) participate in the creation of a healthy and safe working environment, in particular by applying the measures laid down and adopted by the employer and by taking part in addressing issues of occupational health and safety,
- b) take care of their own safety, their own health as well as the safety and health of persons directly affected by their actions or omissions at work. Knowledge of regulations and the employer's requirements to ensure occupational health and safety is an integral and permanent part of the qualification requirements for the employee,
- c) participate in training provided by the employer in the interest of occupational health and safety and have their knowledge tested,
- d) undergo medical examinations, vaccinations, assessments, and diagnostic tests provided for by special legal regulations,
- e) comply with legal and other regulations and the employer's instructions to ensure occupational health and safety that he/she was duly acquainted with, and follow the principles of safe behaviour at the workplace and information provided by the employer,
- f) observe the specified work procedures when working, use the specified work equipment, means of transport, personal protective equipment, and protective equipment, and not arbitrarily change or decommission them,
- g) not use alcoholic beverages and not abuse other addictive substances at the employer's workplaces and, during the working hours, even outside these workplaces, not enter the employer's workplace under their influence, and not smoke at the workplaces where non-smokers also work or where smoking is prohibited by the employer,
- h) notify their superiors of deficiencies and defects at the workplace that could threaten occupational health and safety and, if possible, contribute to their elimination; immediately report to their superiors their occupational injuries if their health condition allows it as well as the occupational injury of another person they have witnessed, and cooperate in the investigation of its causes,
- i) undergo an examination based on an authorised senior employee's instruction designated in writing by the employer to ascertain whether they are under the influence of alcohol or other addictive substances (Section 106(4)(i) of the LC).

C. Occupational injury

- 1) In the event of an occupational injury, the employer will employ measures and fulfil obligations under the provision of Section 105 of the LC and related legal regulations, in particular Government Regulation No. 494/2001 Coll., which stipulates the method of recording, reporting, and sending the injury record, model injury record, and the range of authorities

and institutions the occupational injury is reported to and the injury record is sent to, as amended.

- 2) In particular, the employer will:
 - a) investigate the cause and circumstances of the occupational injury with the participation of the employee, if the employee's health condition allows it, and not change the condition at the place of the injury without serious reasons,
 - b) prepare and keep records of all occupational injuries that have resulted in the injury of an employee with incapacity for work of more than three days or in the death of an employee; a model injury record is provided in Government Regulation No. 494/2001 Coll.,
 - c) hand over one copy of the injury record to the affected employee, or, in the event of a fatal occupational injury, to members of his/her family,
 - d) keep records of all occupational injuries in the injury book, even if they have not caused incapacity for work or if they have caused incapacity for work not exceeding three calendar days,
 - e) report the occupational injury and send the injury record to the designated authorities and institutions (see Government Regulation No. 494/2001 Coll.).

Part XI Care for employees

- 1) The employer is obligated to systematically create such working environment and working conditions that the performance of work is of high quality, qualified, economical, and safe. The employer's obligations include, in particular, the area of care for social and hygienic facilities, catering, the area of regulations on care and health of the public and the care for public health, as well as other areas leading to the improvement of the working environment and working conditions.
- 2) The employee is obligated to increase his/her qualification to perform the agreed work. The employer is entitled to require that the employee participate in training and studies or other forms of preparation for increasing his/her qualification, or require that the employee increase the qualification with the help of another legal or natural person.
- 3) Participation in training or other forms of preparation or studies for the purpose of increasing the qualification is considered to be performance of work for which the employee is entitled to a wage.
- 4) If the employee agrees with the employer to study while employed, receive education, undergo training, or prepare in some other manner to achieve a higher level of education in order to increase his/her qualification that is in line with the needs of the employer (Section 231(1)–(2) of the LC), the employee is entitled to leave with wage compensation under Section 232 of the LC.

5. Employees who have expressed an interest in studying while employed will submit a request for consent to their immediately superior senior employee, who will submit the request together with his/her opinion to the institute's director for him/her to decide on it.
6. If consent has been granted, the employer will conclude a qualification agreement with the employee that includes in particular the employer's obligation to allow the employee to increase his/her qualification and the employee's obligation to remain employed by the employer for an agreed period or to reimburse the employer for the costs of increasing the qualification that the employer has incurred for increasing the qualification if the employee fails to meet his/her obligation to remain employed by the employer after his/her qualification has been increased.
7. The employer provides employees with catering in the eating house and the purchase of refreshments in the canteen. The employer provides employees with catering under the conditions specified in an internal regulation, which lays down the rules for the management of the workplace's social fund.

Part XII

Liability for damage caused

A. Employee's liability for damage

- 1) The employee is liable to the employer for damage he/she has caused to the employer by a culpable breach of obligation during the performance of work tasks or in direct connection with it.
- 2) If the damage was also caused by a breach of an obligation by the employer, the employee's liability is reduced proportionately.
- 3) The employer is obligated to prove the fault of the employee, except for cases specified in Sections 252 and 255 of the LC.
- 4) An employee who has not knowingly alerted the superior senior employee to the potential damage to the employer or has failed to take action against the potential damage, although this would prevent the immediate occurrence of the damage, may be required by the employer to contribute to the compensation for the damage caused to the employer, unless it may be compensated in another manner.
- 5) The employee is not liable for damage caused by averting potential damage to the employer or potential direct danger to life or health, provided that this condition was not intentionally caused by himself/herself and he/she acted in a manner appropriate with regard to the circumstances.

B. Employer's liability for damage

- 1) The employer is liable to the employee for damage incurred by the employee during the performance of his/her work tasks or in direct connection with the breach of legal obligations or intentional conduct against good morals.

- 2) The employer is also liable to the employee for damage caused to him/her by employees acting on the employer's behalf by the breach of legal obligations during the performance of the employer's work tasks.
- 3) The employer is not liable to the employee for damage to a vehicle he/she used during the performance of work tasks or in direct connection with it without the employer's consent. The employer is also not liable for damage caused to the employee's tools, equipment, and property needed for the performance of the work that he/she used without the employer's consent.
- 4) The employer is liable for material damage suffered by the employee when averting potential damage to the employer or potential danger to life or health, provided that the damage was not caused by the employee's intentional conduct and the employee acted in a manner appropriate with regard to the circumstances.
- 5) The employer is liable to the employee for damage to items that are usually brought to work and that the employee has put aside during the performance of work tasks or in direct connection with it in a place designated or usual for that purpose.
- 6) The right to compensation for damage extinguishes no later than 15 days from the day the employee learned of the damage if the employee does not report its occurrence to the employer without undue delay.
- 7) The employer is liable for items that the employee does not usually bring to work and that the employer has not taken for special safekeeping up to the amount of CZK 10,000. If it is found that the damage to these items was caused by another employee or damage occurred to a thing that the employer took for special safekeeping, the employer will compensate the employee for the damage in full.
- 8) If the employer proves that the damage was also caused by the employee who incurred the damage, the employer's liability is reduced proportionately.

C. Extent of compensation for damage

- 1) When determining the amount of damage to an item, the amount is based on its price at the time the damage or loss occurred.
- 2) An employee who is liable for damage under Section 250 of the LC is obligated to compensate the employer for the actual damage, in cash, unless he/she undoes the damage by reverting to the original state.
- 3) The amount of the claimed compensation for damage caused by negligence may, for every individual employee, not exceed an amount equal to 4.5 times his/her average monthly earnings before the breach of obligation by which he/she caused the damage occurred. This restriction does not apply if the damage was caused intentionally, while under the influence of alcohol, or after the abuse of other addictive substances.
- 4) When determining the amount of the compensation for damage under Section 251, particular account will be taken of the circumstances that prevented the fulfilment of the obligation and of the significance of the damage for the employer. However, the amount of the compensation for damage may not exceed an amount equal to 3 times the average monthly earnings of the employee.

- 5) An employee who, on the basis of agreements concluded in writing, is liable for a deficit in fiduciary things of value or for the loss of fiduciary items is obligated to compensate for the deficit in the fiduciary things of value or for the loss of the fiduciary items in full. The employee will be released from this obligation in whole or in part if he/she proves that the deficit or loss arose in whole or in part through no fault of his/her own.
- 6) The amount of the required compensation for damage is determined by the employer and the employer is obligated to discuss it with the employee and communicate it to him/her in writing, usually no later than 1 month from the day when it was found that the damage occurred and that the employee is liable for it.

Part XIII

Obligations of the employer and the employee

A. The employer's obligations

- 1) The employer is obligated to assign work to the employee in accordance with the employment contract, pay him/her a wage for the work performed, create conditions for the successful performance of his/her work tasks, and comply with other working conditions stipulated by legal and other regulations, internal regulations, collective agreement, and employment or other contract.
- 2) The employer may not, without a serious reason based on the special nature of the employer's activities, infringe on the employee's privacy at the employer's workplaces and common areas by subjecting the employee to open or covert surveillance, eavesdropping, and recording his/her telephone calls, examining his/her email, or examining letters addressed to the employee.
- 3) The employer may not request from the employee information that do not immediately pertain to the performance of work and to the basic employment relation specified in Section 3 of the Labour Code.

B. Employee's obligations

1. In particular, the employee is obligated to:
 - a) make full use of the working hours, work conscientiously, proactively, and independently, perform the assigned work tasks in time, in a high-quality manner, and economically,
 - b) follow established methodological and work procedures and prevent errors,
 - c) maintain his/her workplace in order, properly manage the fiduciary funds, protect the employer's property from damage, loss, destruction, misuse, and not act in conflict with the employer's legitimate interests,

- d) comply with legal and other regulations, Conditions of Employment, and all of the employer's other internal regulations,
 - e) notify his/her superior of potential damage to health or property and take action to avert the damage if it is urgently needed and if an important circumstance does not prevent the employee from doing so,
 - f) act on a official trip in such a manner as to achieve the purpose of the trip as economically as possible; when using official and his/her own motor vehicles on official trips, follow the orders of his/her superior and the internal regulations,
 - g) communicate to the employer without delay, no later than within ten days, a change in the health insurance company and other changes in personal circumstances and other data such as marriage, divorce, birth, or death of a family member, change of residence, and other circumstances relevant to health insurance, income tax, etc.,
 - h) act in such a manner as not to allow third parties and unauthorised employees of the employer access to computer data, confidential documents and information, such as business documents, accounting documents, particularly by his/her negligent conduct (leaving third parties unattended in the office, leaving papers and documents on tables when leaving the rooms or during meetings, etc.),
 - i) always act in accordance with the employer's security systems and observe the rules for their use.
- 2) The employee is not entitled and may not, in particular:
- a) use technical and other things and equipment and premises of the employer for private purposes without the employer's permission, take items from the employer's premises without prior notice to his/her superior,
 - b) install and use software not approved by the employer on the employer's devices without the employer's prior consent, otherwise he/she will be liable for the damage caused to the employer for this reason,
 - c) make copies of written documentation and copies of computer data on data carriers without the employer's prior consent,
 - d) disclose facts of a confidential nature, the communication of which to other parties is not in the employer's interest; these facts include the amount of the employee's wage too,
 - e) communicate information on facts concerning the employer to the media, unless he/she has the permission of the employer's authorised representative or a person authorised by the employer,
 - g) talk to a third party about the employer's security systems, including computer security systems and electronic security systems.

C. Senior employees

- 1) Furthermore, senior employees are obligated to:
 - a) manage and check the work of subordinate employees and evaluate their work performance and work results,
 - b) organise the work in the best manner possible,
 - c) create favourable working conditions and ensure occupational health and safety,
 - d) ensure the remuneration of employees in accordance with the LC,
 - e) create conditions for increasing the level of the employees' expertise,
 - f) ensure compliance with legal and internal regulations,
 - g) ensure that measures to protect the employer's property are taken.
- 2) The respective senior employees who, according to Section 106(4)(i) of the LC, are entitled to order employees to undergo an examination of whether or not they are under the influence of alcohol or other addictive substances are: the director, deputy directors, heads of research departments, and heads of independent research groups.

Part XIV

Serious breach of obligation arising from legal regulations pertaining to work performed by the employee (breach of work discipline)

- 1) Work discipline of employees is one of the basic preconditions for successful activities and protection of the employer's legitimate interests. It consists primarily in the qualified, active, and consistent performance of work tasks, the use of knowledge and skills, compliance with legal and other regulations, internal regulations of the employer, and the instructions of superiors.
- 2) An employee's superior is obligated to reproach him/her for a his/her less serious breach of work discipline in time, or discuss it with him/her.
- 3) If an employee violates the work discipline in a less serious manner but repeatedly, his/her superior employee is obligated to reproach the employee for his/her breach of work discipline in writing. A part of the written reproach is always a warning of the possibility of termination of the employment relationship by notice under Section 52(g) of the LC. The superior employee is obligated to document the breach of work discipline.
- 4) The reproach under (1) is not taken into account if a period of more than 3 months has passed since it was given and the employee has not committed a breach of work discipline during this period.
- 5) The reproach under (2) is not taken into account if a period of more than 6 months has passed since it was given and the employee has not committed a breach of work discipline during this period.

Part XV
Complaints, communications, and employees' suggestions, labour disputes,
delivery

- 1) If the employee feels his/her rights arising from the employment relation are curtailed, he/she can turn to the immediately superior employee, or to the director of the workplace.
- 2) Disputes arising from the employment relation between the employer and the employee are heard and decided by courts.
- 3) Delivery of important documents by the employer is governed by Sections 334 to 336 of the LC. The employer delivers the documents to the employee so they are received in person at the workplace, in his/her apartment, or wherever he/she is found at that time. If this is not possible, the employer may deliver the document with the help of a postal service provider. The employer's obligation to deliver a document is fulfilled as soon as the employee receives the document or when the document is deposited (Section 336(3) of the LC). The effects of the delivery also occur if the employee refuses to accept the document (Section 336(3)–(4) of the LC).
- 4) Delivery of a document intended for the employer by the employee is governed by Section 337 of the LC. The employee usually delivers the document addressed to the employer by handing it over in person to the direct superior or the director of the workplace at the place of the employer's registered office. At the request of the employee, the employer is obligated to confirm the delivery of the document in writing. The employee may also deliver the document to the employer with the help of a postal service provider to the address of the employer's registered office, stating the name and surname of the immediate superior or the institute's director. Delivery of the document addressed to the employer is completed as soon as it is accepted by the employer.

Part XVI
Personal file, certificate of employment, and performance assessment

- 1) The employer is entitled to keep a personal file of the employee. The personal file may only contain documents that are necessary for the performance of work in the employment relation.
- 2) The personal file can be inspected by senior employees who are superior to the employee.
- 3) The employee has the right to inspect his/her personal file, make extracts from it, and obtain copies of the documents contained therein, at the employer's expense.
- 4) Upon termination of the employment relationship or agreement to perform work, the employer is obligated to issue a certificate of employment to the employee.

- 5) If the employee asks the employer to issue a work performance assessment (performance assessment), the employer is obligated to issue such an assessment to the employee within 15 days. However, the employer is not obligated to issue it to him/her earlier than 2 months before the termination of his/her employment.

Part XVII General and final provisions

- 1) The director of the workplace is entitled to perform legal acts in employment relations on behalf of the employer. Other employees may perform legal acts in employment relations only on the basis of a written authorisation and to the extent specified by this authorisation. The authorisation is granted by the director of the workplace within the scope of his/her authority stipulated by Act No. 341/2005 Coll. and other organisational regulations.
- 2) All changes and amendments to the Conditions of Employment are issued by the director of the workplace. These changes and amendments must be performed in writing.
- 3) All of the employer's employees must be acquainted with the Conditions of Employment, their changes, and amendments. The respective senior workers supervising the employees are responsible for acquainting all employees with the Conditions of Employment. The Conditions of Employment are available for inspection by all of the employer's employees on the employer's intranet site and at the director's secretariat.
- 4) On the day the Conditions of Employment become effective, all previous measures taken by the employer are cancelled if they are in conflict with the Conditions of Employment.
- 5) These Conditions of Employment become effective on 12 May 2019. Simultaneously, on this date, the validity of the conditions of employment from 2 October 2017 is terminated.

In Brno on 12 May 2019

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Eva doc. RNDr. Eva
Bártová, Bártová, Ph.D.
Ph.D. Date: 2019.05.12
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