

## **EMPLOYMENT RULES**

Institute of Atmospheric Physics of the Czech Academy of Sciences with its registered office at Boční II 1401, Praha 4 (hereinafter referred to as IAP) issues, in the meaning of Section 20 of Act No. 341/2005 Sb., on public research institutions, the following Employment Rules.

### **Part I.**

#### **Information on Rights and Obligations Resulting from Employment Relationship**

The rights and obligations shall be governed particularly by the following legal rules:

- Act No. 262/2006 Sb., the Labour Code (LC), as amended;
- Act No. 435/2004 Sb., on employment, as amended;
- Act No. 101/2000 Sb., on the protection of personal data, as amended;
- other acts, regulations and decrees related to labour law, Collective Agreement, safety regulations, Organisation Rules, Internal Salary Regulation.

### **Part II.**

#### **Scope of Applicability**

The Employment Rules shall be binding for the employer and all employees who are in an employment relationship with the employer. The Employment Rules shall apply to the employees who perform work for the employer under other than employment contracts only if this results from other provisions hereof, from the provisions of labour regulations or from a concluded agreement.

### **Part III.**

#### **Employment Relationship**

##### **1. Creation of employment relationship**

- (a) An employment relationship under an employment contract arises on the date that has been agreed as the date of commencement of employment. A probationary period, unless a shorter period is agreed, equals 3 months and may not be subsequently extended. A probationary period must be agreed in writing, otherwise it shall be invalid. A period of obstacles to work due to which the employee does not perform work during the probationary period shall not be included in the probationary period.
- (b) Upon the commencement of employment, the immediate superior is obliged to acquaint the employee with the Employment Rules, safety regulations, Organisation Rules, Collective Agreement and Internal Salary Regulation.

## **2. Alterations of an Employment Relationship**

The contents of an employment contract may be altered only by a written agreement. An employee is obliged to perform work of a type other than that agreed in his employment contract, or to perform work at a place other than that agreed in his employment contract, only exceptionally in the cases laid down in the LC.

## **3. Termination of an Employment Relationship**

- (a) An employment relationship may be terminated only:
  - by agreement;
  - by notice of termination;
  - by immediate termination;
  - by termination within the probationary period;
  - on the expiry of the agreed period.
- (b) Notice of termination must be in writing and delivered to the other participant, otherwise it shall be invalid. The employer must specify the reason for the notice of termination.
- (c) The notice period shall be the same for both the employer and the employee and shall be at least 2 months.
- (d) Upon termination of the employment relationship, the employee is obliged to hand over the things of value which have been entrusted to him and are subject to accounting, and to return entrusted things.
- (e) After the termination of the employment relationship, the employer is obliged to provide the employee with a certificate of employment and other written materials relating to the employee's personal data and, if the employee requests it, also an employment reference.

## **Part IV.**

### **Working Hours and Annual Leave**

#### **1. Working Hours**

- (a) An employee is obliged to work 40 hours weekly. A break for meal and rest lasting 30 minutes shall not be included in working hours.
- (b) Flexible weekly working hours shall apply to all workers at the workplaces of Prague and Průhonice.
- (c) At the Prague workplace, it is necessary to inform the porter of performing work after 8:00 pm; staying at the workplace from 11:00 pm to 6:00 am is forbidden. In exceptional cases, the Director may approve staying at the workplace from 11:00 pm to 6:00 am on the third floor of the Geophysical Institute.
- (d) At the Panská Ves workplace, flexible working hours shall apply to university-educated workers in research departments, and fixed working hours shall apply to other employees.
- (e) The fixed working hours shall be from 8:00 am to 4:30 pm. The Director may allow exceptions in justified cases.
- (f) The flexible weekly working hours consist of:
  - core (i.e. mandatory) time from 9:00 am to 2:30 pm;

- flexible time from 6:00 am to 9:00 am and from 2:30 pm to 8:00 pm (to 10:00 pm with the Director's written approval).

Exceptions to said working hours must be laid down in the employment contract.

- (g) A total shift length may not exceed 12 hours.
- (h) The Milešovka workplace has continuous operations.  
An employee is entitled to two 30-minute work breaks within a shift according to the actual operational conditions; however, the first one must be given after 6 hours of work at the latest.
- (i) The Kopisty workplace has a rotating seven-day shift pattern served by three observers. One shift is always worked by one observer.
- (j) Weekly working hours in the continuous operations at the Milešovka workplace equal 37.5 hours; weekly working hours in the shift pattern at the Kopisty workplace equal 39.5 hours. An employee in charge of the management of observatories shall distribute working hours.
- (k) After an employee's continuous work for 6 hours at the utmost, he must be given a work break for meal and rest lasting at least 30 minutes. This break shall not be included into the working hours.
- (l) Obstacles to work on an employee's side shall be considered as performance of work only in the scope in which they necessarily fall within the core working hours.
- (m) An employee is obliged to record his arrivals to and departures from the workplace in the employee attendance record book, including the reason for any absence from the workplace. An employee who knows in advance that he will be absent from the workplace is obliged to notify this fact to the respective superior, or possibly to the Secretariat (telephone number 272 764 336, [ufa@ufa.cas.cz](mailto:ufa@ufa.cas.cz)).
- (n) An employee is obliged to inform the employer of his temporary work incapacity and unplanned absence from the workplace without undue delay.

## **2. Overtime Work and Night Work**

- (a) Overtime work means work performed on the written instruction or with the written consent of the Institute's Director which exceeds the total weekly working hours of 40 hours or 37.5 hours in continuous operations and 39.5 hours in the event of a shift pattern of work.
- (b) At the Panská Ves workplace, overtime work is performed on the instruction of the observatory manager; overtime work shall be compensated with time off.
- (c) Night work means work performed during night time (at least 3 hours between 10:00 pm and 6:00 am).

## **3. Employees' Annual Leave**

- (a) In IAP, the basic annual leave equals five weeks provided that the employment relationship lasted for an entire calendar year.
- (b) The employer is obliged to determine for the employee whose employment relationship with the same employer lasted for an entire calendar year the annual leave taking in the whole scope of entitlement in the given calendar year.

## **4. Working from Home**

- (a) In justified cases, the employee and the employer may agree that work will be performed outside the employer's workplace, i.e. from home, specifically in writing through the

department manager, not later than one working day in advance, exceptionally on the same day until 8:00 am. Enabling to work from home is at the full discretion of the employee's immediate superior; the employee is not legally entitled to work from home.

- (b) Working from home may be permitted only for specific work tasks that are exactly defined and that result in controllable outputs. Working from home may not be permitted for such activities that primarily consist in personal contact which cannot be replaced by any other means of communication, or activities for the performance of which it is necessary to use such things or information which, under a legal regulation or due to their nature, may not be handled outside the employer's registered office.
- (c) The employee's immediate superior shall be responsible for the employee's performance of work from home and for the fulfillment of other labour obligations of the employee working from home.
- (d) When working from home, the employee makes his own schedule of working hours; however, he is obliged to be available for the employer always from 9:00 am to 1:00 pm via remote means of communication (telephone, e-mail).
- (e) The employee is obliged to keep the set weekly working hours. A part-time employee is obliged to be available so that at least 50% of his entire working hours of the respective day fall between 9:00 am and 1:00 pm.
- (f) The employee shall not perform night work without the employer's prior consent; the employee is obliged to take breaks at work and rest periods as laid down in the Labour Code.
- (g) The employee is obliged to keep a record, in the form agreed with the employer, of his working hours during which he performed work and to hand over these records to the employer as in the case of the standard performance of work.

## **Part V.**

### **Salary and Salary Compensation**

- (a) Salary and salary compensation shall be payable monthly in arrears on the pay day, i.e. on the sixth day of the following month.
- (b) Salary and salary compensation shall be paid in the cash office of the IAP main building or transferred, based on agreement with the employee, into a bank account so that the money is sent not later than on the sixth day of the month.

## **Part VI.**

### **Notification of Damage**

- (a) If damage occurs to an employee's property, this employee is obliged to notify it without undue delay to his immediate superior, or possibly to the employer's another managing employee. The entitlement to compensation for damage shall expire if the employee does not communicate the damage caused to his things left within the employer's premises to the employer within 15 days of the date he learns of the damage.

- (b) If an employee causes damage, he is obliged to notify it immediately to his superior, or possibly to the employer's another managing employee.
- (c) If an employee sustains an occupational injury, he is obliged to notify it without undue delay to his immediate superior, or possibly to the employer's another managing employee.

## **Part VII.**

### **Personal Data Processing**

- (a) The employer is entitled to process the employees' personal data obtained in relation to the employment relationship, for purposes of fulfilling statutory obligations, fulfilling obligations resulting from the employment relationship and for purposes of protection of the employer's rights and legitimate interests. These are, without limitation, personal data included in the contractual documentation establishing the employment relationship and in the personal questionnaire provided by the employee to the employer upon conclusion of the employment relationship. The employer may also process employees' other personal data that the employer obtains in relation to the employment relationship and the processing of which is required by the law, or possibly due to protection of the employer's legal interest or performance of the employment contract. The employee's consent as a statutory reason for the processing is possible only if the consent for the processing of the employee's data is given freely. The employee's consent must be in writing.
- (b) In case of a business trip, the employer shall arrange travel insurance on the basis of a framework agreement with an insurance company. For this purpose, the employer shall pass to the insurance company the data which it requires: name, surname, the start time and end time of the business trip, the destination country and the birth identification number. Reports shall be sent by email to a specified address, and the file shall be password protected.
- (c) The employer shall publish on website the names, surnames, academic titles of the employees, their work contact data (email address, telephone), and further, information of the involvement of scientific workers in project teams and a list of their scientific publications. The purpose of the disclosure of data is, without limitation, to ensure the possibility to contact the employees by external entities directly as well as the external presentation of IAP and its activities. These data shall be publicly available until the employment relationship terminates or the IAP management decides otherwise. On the employee's request, his curriculum vitae and, as the case may be, other contact data or links to his personal website may be published. These data shall be publicly available until the employee withdraws his consent.
- (d) In accordance with the Act on public research institutions, the employer shall issue Annual Reports containing information on the composition of the employer's bodies. As regards other employees, their personal data may be included in the Annual Report if it is necessary for the protection of the controller's legitimate interests, or possibly with the consent of the respective employees.
- (e) The employer keeps records of the employees' IP addresses in order to ensure the access to the scientific literature databases. The employer shall monitor these accesses only for purposes of possible complaints due to unsuccessful connections.

- (f) The employer processes personal data of the employees involved in projects and shares these data with grant providers and other entities in accordance with the rules for the use of specific projects. Detailed information on said personal data processing shall be provided to the employees in relation to the implementation of specific projects.
- (g) The employee is entitled to require from his employer the access to the data subject's personal data, and the rectification or erasure thereof if legal purposes for such processing ceased to exist. Moreover, the employee has the right to object to his personal data processing.

### **Part VIII.**

#### **General Final Provisions**

These Employment Rules have been discussed and approved by the BOC TUWSR and becomes effective on 9 October 2020.

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Director of Institute of Atmospheric Physics  
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