

# **COLLECTIVE AGREEMENT**

Parties:

**Institute of Atmospheric Physics of the Czech Academy of Sciences, v.v.i.**

Id. No.: 68378289

Registered office: Boční II 1401/1a, Záběhllice, 141 00 Praha 4

Represented by the Director: doc. RNDr. Radan Huth, DrSc.

(hereinafter referred to as the “**Employer**” or the “**Institute**”)

and

**The Basic Organisation of the Trade Union of Workers in Science and Research, Institute of Atmospheric Physics of the Czech Academy of Sciences, v.v.i.**

Id. No.: 03740447

Registered office: Boční II 1401/1a, Záběhllice, 141 00 Praha 4

Represented by the Chairwoman: RNDr. Kateřina Podolská, Ph.D.

(hereinafter referred to as the “**Trade Union Organisation**” or the “**Basic Organisation**”)

on the below stated day, month and year, conclude this Collective Agreement as follows:

## **I.**

### **Scope**

1. The Collective Agreement (“CA”) is concluded under Act No. 2/1991 Sb., on collective bargaining, as amended, and on the basis of Section 22 of the Labour Code (“LC”). This CA applies to all the IAP employees and is binding for both Parties.
2. The CA is concluded for a fixed term from 1 January 2022 to 31 December 2023.

## **II.**

### **Basic Principles**

1. The Employer recognises the Trade Union Organisation as the only authorised representative of the Institute’s employees, and the Employer also recognises the right of the Trade Union Organisation Committee to act on behalf of the Trade Union Organisation in accordance with the statutes governing the Trade Union Organisation. Composition of the members of the Trade Union Organisation Committee or changes thereof shall be communicated to the Employer by means of a written notice. The Trade Union Organisation recognises the Employer’s powers and his responsibility for management and development of the Institute.
2. The Parties undertake to comply with the applicable legal rules, to ensure equal treatment in terms of working conditions, and not to discriminate the employees in labour relations.

## **III.**

### **Cooperation of the Parties**

1. Upon request of any of the Parties, a common consultation between the Employer and the Trade Union Organisation Committee shall be organised, or possibly, negotiations on changes in the CA shall be commenced.
2. The Employer shall provide to the Trade Union Organisation, free of charge, a conference room for the purpose of holding Member Conferences (twice a year), necessary storage premises,

- allow, at its own expense, the use of the necessary office technology equipment, and cover the necessary expenses for the needed documentation.
3. The Employer shall provide any member of the Trade Union Organisation Committee, in order to perform the activity as a representative of the employees, with time off from work in the scope necessary for the purposes of other acts in public interest, with compensation of wages amounting to average earnings.
  4. The Employer shall ensure collection of trade union member contributions from the Trade Union Organisation members in the form of deductions from wages. The Trade Union Organisation undertakes to provide any necessary cooperation to the Employer, including, but not limited to, the consent proof of a Trade Union Organisation member and timely reporting of changes.
  5. The Employer shall deduct for the employees who are the Trade Union Organisation members the member contributions from the tax base after the end of the tax period if an employee asks the Employer for the Annual Settlement of Income Tax.
  6. The Trade Union Organisation shall pay attention to the compliance with the Labour Code and other labour and internal regulations, and exercise control over the compliance therewith once a year.
  7. The Internal Salary Regulation (“ISR”) and the Employment Rules (“ER”) referred to herein were discussed and approved by both Parties.
  8. The Employer’s obligations to inform resulting from Sections 279 and 287 of the LC are fulfilled by the membership of a representative of the Trade Union Organisation Committee in the Council of the Institute. This is in particular information on economic and financial situation of the Institute, development of wages and salaries and their components including their composition with respect to the individual profession groups, activities, the legal status of the Employer, and occupational safety and health protection (“OSH”). The Employer shall inform the Trade Union Organisation on fundamental issues addressed outside of said Conferences.
  9. The Employer shall consult with the Trade Union Organisation about the matters mentioned in Sections 280 and 287 of the LC including, but not limited to, the economic situation and the system of remuneration and evaluation, training and education of the employees.
  10. The Trade Union Organisation shall provide the Employer with all fundamental materials and materials necessary for cooperation.
  11. In order to inform the employees, paper and electronic message boards, or possibly, e-mail shall be used.
  12. The Employer shall organise at least once a year an employee meeting in order to provide the information on the activities and fundamental issues relating to the economy and development of the Institute.
  13. Complaints of the employees concerning the exercise of rights and obligations arising from labour relations shall be, where so requested by the employee, discussed by the Employer in presence of a representative of the Trade Union Organisation without undue delay.
  14. The Employer shall make available to an authorised member of the Trade Union Organisation Committee the automated system of legislation and shall ensure its updating.

#### **IV.**

##### **Employment Relationships, Employment Rate, Wages and Salaries**

1. Creation, changes and termination of employment are regulated in the Employment Rules (“ER”). The rules how the Employer should proceed when concluding an employment contract for a fixed

term is regulated by a written agreement between the Employer and the Trade Union Organisation.

2. Prior to the conclusion of the employment contract, the Employer shall acquaint the individual concerned with their rights and duties, Employment Rules, Organisation Rules, Collective Agreement and internal regulations issued on the basis of an authorisation included in the Collective Agreement, or with the Internal Salary Regulation and safety regulations.
3. The conditions of employing university-educated employees of the Institute research units are governed by the Career Rules of the Czech Academy of Sciences.
4. The university-educated employees of the Institute research units are regularly evaluated in the form of attestation. Employees shall be informed in writing of the results of the attestations and assignment to the relevant qualification grades. If based on the attestation an insufficient qualification of the worker is proved, the result of the evaluation will be the reason to lower the qualification grade, or possibly (having fulfilled the prescribed statutory elements) the reason to terminate the employment in the meaning of Section 52 (f) of the LC.
5. The Employer is obliged to pre-negotiate any termination of employment by notice or termination with immediate effect with the Trade Union Organisation. In case of a breach of the duties arising from labour regulations, the employees shall have a possibility to defend themselves, or possibly to appeal to the Trade Union Organisation.
6. The Employer shall submit to the Trade Union Organisation Committee reports on terminated and newly created employment relationships by the tenth day of the following month.
7. The Employer shall support education of the employees, and enable them to participate in language and other educational courses.
8. The rules for remuneration, wages, salaries, payday etc. are regulated in the ISR and ER referred to herein. The ISR in its Annex contains ranges of wage tariffs for the individual qualification grades and specification of extra pays. The workers assigned to qualification grades of 1 to 5 (tariff classes V1 – V6) shall be paid based on the results of the attestations.
9. In the event of increase of the institutional funds of the Institute, the Employer shall carry out, with the cooperation of the Basic Organisation Committee, an analysis of the possibility to increase wage tariffs.

## **V.**

### **Working Hours, Leave, Time Off**

1. Working hours, overtime work, night work and leave taking is regulated by the ER.
2. The Employer with the cooperation of the employee shall keep written records of working hours including working hours, overtime work and night work performed.
3. The Employer shall consult with the Trade Union Organisation Committee how to assess an employee's unauthorised absence from work.
4. In justified cases, the Employer shall enable for the employees modification of working hours, part-time work, or possibly taking time off from work without pay in accordance with the Employer's needs.

## **VI.**

### **Occupational Safety and Health Protection**

1. The Employer shall permanently create appropriate working conditions and pay attention to the occupational safety in accordance with Sections 101-105 of the LC.
2. Rights and obligations of employees are included in Section 106 of the LC.

3. The Employer shall organise staff training on legal regulations to ensure fire protection (“FP”) and occupational safety and health (“OSH”) once in 3 years for managing employees and once in 2 years for other employees.
4. The Employer shall carry out OSH inspections in presence of an authorised member of the trade union body at all workplaces once a year.
5. The Employer shall compensate to the employees the expenses connected with an occupational medical examination or an entrance examination incurred by the employees themselves, specifically not later than together with the pay for the month in which that employee underwent the respective occupational medical or entrance examination.
6. All the Institute workplaces shall be fitted with first aid kits the contents of which shall be replenished from time to time.
7. Smoking is banned in all premises.
8. The Employer shall provide the employees in observatories with personal protective work equipment (“PPE”), personal protective working clothes and footwear, washing, cleaning and disinfecting agents for free according to the list drawn up on the basis of the assessment of the risks and specific conditions at work. Said list is included in the Annex entitled “Provision of PPE and Protective Drinks” attached to Guideline No. 2018/1 Occupational Safety and Health and Fire Protection.
9. Investigation of the causes and circumstances of occupational injuries shall take place with the participation of an authorised member of the Trade Union Organisation Committee.
10. In order to create appropriate work conditions at the workplaces, the Employer shall ensure washing of the windows and lighting equipment at least once a year. In the event of insufficient heating, long-term interruption of supply of water and electricity etc., the Employer shall enable the employees to work from home if allowed by the nature of the work performed.
11. Discussion on compensation of damage caused by an employee shall be held by the Damage Compensation Committee one of the members of which shall be a member of the Trade Union Organisation Committee, or possibly a member of the Trade Union Organisation Committee shall be invited to participate in the discussion.
12. The Employer shall consult the manner and amount of compensation for an employee who has suffered an occupational injury or who has been diagnosed with an occupational disease with the Trade Union organisation and that employee.

## **VII.**

### **Working and Social Conditions**

1. The Employer shall create a social fund (“SF”) in the amount of 2% of the annual volume of the Institute’s expenses accounted for wages, wage compensations and bonuses (Act No. 341/2005 Sb., on public research institutions). The rules for management of the SF are included in the Institution’s internal regulation “Rules for Management of Funds”.
2. The SF shall be used in accordance with the principles for its use and with the budget. The principles for use of the social fund and its budget are included in Annexes 1 and 2 hereto. The Employer in agreement with the Trade Union Organisation shall decide on specific cases within the approved budget and approved principles of use of the SF.
3. The Employer shall contribute to catering for employees. The amounts of the individual contributions (provided by the Institution, SF) shall be determined by agreement with the Trade Union Organisation.
4. The Employer is entitled to check whether any employee in the period of the first 14 calendar days of the employee’s temporary incapacity for work or quarantine complies with the regimen

with regard to the obligation to dwell in the place of his stay and to observe the time and scope of his permitted walks. The Employer shall consult any breach of the prescribed regimen and possible reduction of wage or not providing the wage with the Trade Union Organisation.

5. The Employer shall contribute an amount of CZK 400.00 a month to an employee who has concluded a supplementary pension insurance policy, saves at least CZK 300.00 a month and is in full-time employment in the Institute. If a person is less than a fulltime employee, the benefit is reduced accordingly. Employees with less than a half-time employment and employees who have not signed the form “Declaration of the taxpayer liable to personal income tax from dependent activity (employment)” in the Institute will not receive this benefit. The management of the Institute together with the Trade Union Organisation shall decide on exceptions.
6. The Employer shall provide employees, upon their first retirement, with a bonus proportional to the time that they have been employed in the Institute taking into consideration their expert or organisational activities. The bonus may be granted to the employees who have been employed in the Institute at least for 10 years, and shall be paid in the calendar year of their retirement. The Director, having consulted with the Trade Union Organisation Committee, shall decide on the amount of the bonus and possible exceptions.

### **VIII.**

#### **Final Provisions**

1. The following Annexes make part hereof:
  - a. Annex No. 1 “Principles for Use of the Social Fund”
  - b. Annex No. 2 “Budget of the Social Fund”

In Prague, on 19 October 2021

For the Employer:

Doc. RNDr. Radan Huth, DrSc.  
Director of the Institute of Atmospheric Physics  
of the Czech Academy of Sciences, v.v.i.

For the Trade Union Organisation:

RNDr. K. Podolská, Ph.D.  
Chairwoman of the Trade Union of  
Basic Organisation of Workers in Science  
and Research of the Institute of  
Atmospheric Physics of the Czech  
Academy of Sciences, v. v. i.

## **Annex No. 1**

### **Principles for Use of the Social Fund**

Only those employees who have signed the form “Declaration of the taxpayer liable to personal income tax from dependent activity (employment)” in the Institute are entitled to all the below stated contributions, with the exception of item I. (Contribution to cover the cost of meals). Where an employee has more contracts in the IAP, it is issued only up to the amount of the largest one, full-time employment maximally. An employment relationship in the IAP lasting at least 6 months is the condition for drawing funds according to items II.-V.

#### **I. Contribution to cover the cost of meals**

The nominal value of the meal vouchers equals CZK 75.00 per employee. The amounts of contributions: IAP – CZK 55.00, SF – CZK 25.00. Working hours of at least 3 hours on the respective day is the condition for provision of the contribution to part-timers given that no other employer provides such contribution to that employee.

Employees who are on a business stay abroad will not receive the contribution to cover the cost of meals in the form of a meal voucher during their stay abroad. The contribution to cover the cost of meals (meal voucher) shall not be provided to an employee who is entitled to meal allowance in the course of a working shift (during a business trip).

#### **II. Provision of loans for residential purposes**

The IAP employees may be provided based on a written agreement with a non-cash interest-free repayable loan for:

- a) acquisition of a house or flat into ownership or co-ownership, deposition of a member’s share for a cooperative flat, and modification of a house or flat used by the employee for own residential purposes;
- b) purchase of furnishings;
- c) outstanding balance of a loan for residential purposes provided by the previous employer.

The loans are provided under the following conditions:

- 1) for purposes under a), b), up to CZK 50,000.00 (as for a), exceptionally up to CZK 100,000.00). Employees may even be temporarily or consecutively provided with more loans. The sum of the balances of all outstanding loans provided to the employee and new loans must not exceed the amount of CZK 100,000.00.
- 2) each individually provided loan shall be payable within 5 years (exceptionally within 10 years) from the conclusion of the loan agreement;
- 3) the funds from the provided loan may be used only for reimbursement of the purpose agreed in the loan agreement;
- 4) in the event of termination of the employment or service relationship, the loan shall be payable at the latest within six months from the termination;
- 5) loans must not be provided in order to reimburse the costs that were covered from a loan obtained from a financial institution or other sources, and in order to make distribution to the heirs and other property arrangements.

The amount of the loans approved by the Conference of the Trade Union Organisation depends on the number of applicants and their order. The order of the applicants shall be determined taking into consideration their social situation and taking loans in the past years.

### **III. Provision of social assistance benefits and loans**

- a) A one-off social assistance benefit may be provided to the employees, or possibly to their closest survivors in extremely serious cases and in coping with complex and unexpected social situations. The social assistance benefit may in individual cases equal up to CZK 30,000.00; in the event of being struck by a natural disaster, ecological or industrial accident in territories where a state of emergency has been declared, CZK 50,000.00 at the most.
- b) On the basis of a written agreement, the employees may be provided in exceptional cases with an interest-free loan up to CZK 50,000.00 in order to bridge a difficult financial situation; or, up to CZK 100,000.00 in the event of being struck by a natural disaster, ecological or industrial accident in territories where a state of emergency has been declared, to be repaid within 5 years from the conclusion of the loan agreement. In the event of termination of the employment or service relationship, the loan shall be payable at the latest within six months from the termination.

Social assistance benefits and loans designed to bridge a difficult financial situation may also be provided in cash.

The Basic Organisation Committee shall decide on the provision of loans and social assistance benefits, which shall then be approved by the Conference of the Trade Union Organisation.

### **IV. Contribution to supplementary pension insurance (“SPI”)**

- a) An employee who has concluded a SPI policy and saves at least CZK 300.00 monthly may ask for a contribution to the SPI in the amount of CZK 200.00 monthly, with a full-time employment in the IAP. If a person is less than a fulltime employee, the contribution is reduced accordingly. Employees with less than a half-time employment will not receive this benefit.
- b) An employee who has concluded a SPI policy and saves at least CZK 500.00 monthly may ask for a composed contribution to the supplementary pension insurance, which consists of an amount of CZK 200.00 monthly (item **IV**) and an amount of CZK 3,000.00 annually (item **V**), with a full-time employment in the IAP. If a person is less than a fulltime employee, the both amounts are reduced accordingly. In the event of less than a half-time employment, this option is excluded.

Employees shall evidence the amount of their own annual contribution by affirmation.

### **V. Recreation, culture, sports and health benefit**

The non-cash recreation, culture, sports and health benefit equals CZK 3,000.00 annually, with the employee’s full-time employment. It belongs to the employee for the period of his active participation of the creation of social fund. In case of less than a full-time employment, the benefit is reduced accordingly. Employees will not receive this benefit if they opt for a composed contribution to SPI under item **IV (b)**.

The recreation and leisure activity benefit for dependent children for whom one of the parents claims a child tax credit, equals maximally CZK 3,000.00 annually for one child. Applications are approved on the 10th day of each month.

### **VI. Gifts**

Pecuniary gifts in the amount of CZK 3,000.00 shall be provided from the SF to the employees having completed the probationary period on occasion of their 50<sup>th</sup> birthday anniversary and upon their first retirement. This bonus shall be payable within the end of the calendar year in which the entitlement arose.

### **VII. Other benefits**

Purchase of non-alcoholic drinks to be consumed by the employees at the workplaces shall be covered from the SF (with the exception of observatory Milešovka without drinking water where the costs are paid by the IAP).

**VII. Acquisition of tangible assets**

Acquisition of tangible assets that serve the culture, sports and social needs of the employees shall be paid from the SF. The Trade Union Organisation may decide on a purchase up to CZK 10,000.00.