



ÚOCHB AV
ČR
IOCB PRAGUE

Ústav organické chemie a biochemie
Akademie věd České republiky, v. v. i.
Institute of Organic Chemistry and Biochemistry
of the Czech Academy of Sciences

Collective Agreement

A collective agreement concluded on the date shown below between:

the Institute of Organic Chemistry and Biochemistry of the Czech Academy of Sciences, with place of business at Flemingovo nám. 2, Praha 6, represented by director Zdeněk Hostomský (hereafter “IOCB” or “the employer”)

and

the Trade Union of Workers in Science and Research, represented by president Jiří Vondrášek (hereafter “the trade union”).

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Article 1 Basic Provisions

This collective agreement is concluded pursuant to Act No. 262/2006 Coll. of the Labour Code, as amended (hereafter “the Labour Code”), Act No. 2/1991 Coll. on collective bargaining, as amended, and other applicable laws, including international treaties ratified by the Czech Republic. This collective agreement provides for individual and collective relationships between the employer and employees in the areas of labour law relations, wage, and social rights. This collective agreement is specific to IOCB and is binding on all employees in all IOCB workplaces.

Article 2

Areas of Cooperation

1. The employer shall cooperate fully in order to ensure the essential operational activities of the trade union, such as by providing equipment (computer, printer, paper shredder, telephone, and lockable cabinet) and the use of a meeting room, by covering reasonable expenses for energy, connectivity services, and cleaning services, by making its spaces available free of charge for meetings, classes, and other nonprofit events organized by the trade union, and by providing designated space on the IOCB bulletin board and intraweb.
2. The employer undertakes to secure the collection of union dues, in the form of a regular deduction from wages, from all trade union members employed at IOCB who have consented to paying said dues and transfer them to the bank account of the trade union. At the end of the tax year, the employer will deduct dues paid by trade union members from their tax base in compliance with § 15, paragraph 7) of Act. No. 586/1992 Coll. on income tax, as amended.
3. The employer undertakes to establish a social fund pursuant to Act No. 341/2005 Coll. on public research institutions, as amended:
 - a) resources for the social fund are provided through a basic allocation of 2% of the annual total volume of expenses incurred by the public research institution for wages, wage compensation, remuneration for on-call duty, and allocation of profits;
 - b) for management purposes, the social fund is considered a fund for cultural and social needs;
 - c) in coordination with the trade union, the director of IOCB will create a budget for the fund and establish how the fund's resources are to be used and then present the budget to the institute's board for approval.
4. The employer shall permit the operation of a union library, and the trade union undertakes to accommodate the needs of the employer and the layout of the IOCB premises.
5. The trade union committee shall address matters submitted to it by the director of IOCB without undue delay at its earliest meeting and shall inform the director in writing as to the conclusions of its deliberations.
6. The trade union committee must always first notify the director of IOCB in writing about any specific situations or actions that could lead to the disruption of social peace or pose a threat to occupational safety and health.
7. The trade union committee shall provide the minutes of its meetings and conferences within ten business days.
8. The trade union undertakes to invite the director of IOCB to its conferences.
9. The employer undertakes to inform the trade union about:
 - a) growth of the national average wage and its various components, including classification of wage rates, clearly outlined in a file (e.g. C01) on a quarterly basis;

- b) the economic and financial standing, activities, growth, and changes in the activities of the employer as well as basic questions regarding working conditions and changes to them, antidiscrimination measures, and wage growth;
 - c) occupational safety and health in the scope stipulated in the fifth and, primarily, first part of the Labour Code;
 - d) at the beginning of each month, the employer shall provide the trade union with reports, in an agreed form, on new employment relationships established in the previous calendar month and employee numbers.
10. The employer undertakes to consult the following matters with the trade union committee:
- a) the employer's likely economic development and planned structural changes impacting employment at IOCB;
 - b) the situation and measures described in Article 2, paragraph 10, letter a. no later than 30 days prior to implementation;
 - c) any employee complaint regarding the activities of IOCB and its employees. These must be addressed without undue delay by the employee's manager in coordination with a trade union committee member, provided the participation of a trade union committee member has been requested by one of the involved parties. If no agreement is reached at this level, the complaint must be referred to the director of IOCB and the trade union committee within 15 business days. The director and the committee will prepare a written decision and inform the employee of it no later than 15 days of having received the complaint.

Article 3

Labour Relations

1. The working conditions of employees, namely the scheduling of their working time, overtime, work during off hours, and on-call duty as well as breaches of employee obligations and resulting employee liability for damage are covered by the relevant provisions of the Labour Code and the internal policies of the employer, namely the directive entitled Employment Terms.
2. If the employer does not plan to offer an employee an extension of the existing fixed-term employment contract for a period of more than 6 months, he undertakes to notify the employee in writing at least two months prior to expiration of the employment contract that his/her employment relationship will not be extended.

Article 4

Wages and Bonuses

1. The conditions, rules, and means of paying wages, remuneration, and reimbursement of travel expenses is covered by relevant provisions of the Labour Code and the internal wage policy of the employer.
2. Pursuant to § 67 of the Labour Code, employees are entitled to severance pay. An increase in the severance pay prescribed by the Labour Code may be granted to an employee who is not protected by old-age pension or full disability pension and whose

employment relationship is being terminated by the employer for the reason specified in § 52, letter e) of the Labour Code or is being dissolved by mutual agreement for the same reason. The severance pay increases are as follows:

- a) two times the employee's average monthly earnings if employed by the employer for more than six months and less than one year;
 - b) four times the employee's average monthly earnings if employed by the employer for at least one year and less than two years;
 - c) six times the employee's average monthly earnings if employed by the employer for at least two years.
3. Employees assigned to on-call duty outside of the workplace are entitled to a bonus of 15% of their average earnings for business days and 25% of their average earnings for Saturdays, Sundays, and holidays.

Article 5 Loyalty Bonus

1. A bonus upon reaching 50 years of age for individuals in an employment relationship lasting at least five years or upon the first termination of their employment relationship after claiming old-age pension or upon the first termination of their employment relationship after claiming disability pension for a third-degree disability will be paid depending on the duration of the employment relationship:
 - a) 5–10 years 15,000 CZK
 - b) 10–20 years 20,000 CZK
 - c) over 20 years 25,000 CZK
2. A bonus upon reaching 60 years of age and then every five years (i.e. 65, 70, 75, 80, etc.) for individuals in an employment relationship lasting for at least five years will be paid depending on the duration of the employment relationship:
 - a) 5–10 years 15,000 CZK
 - b) 10–20 years 20,000 CZK
 - c) over 20 years 25,000 CZK
3. A bonus of 5,000 CZK will be paid to employees upon reaching ten years of uninterrupted employment in an employment relationship and then once every five years.
4. Bonuses are payable on the payday for the calendar month in which a bonus is awarded. Bonuses are paid from the operating funds of the employer.
5. Bonuses may not be combined; employees are entitled to highest bonus only.

Article 6 Working Time and Annual Leave

1. Annual leave for one calendar year is five weeks.

2. The use of annual leave is covered by relevant provisions of the Labour Code and IOCB internal policies.
3. Employees may be allowed to take unpaid leave not exceeding two years (leave of up to four weeks is approved by the employee's group leader, over four weeks by the director of IOCB) with the exception of cases when the director of IOCB authorizes a longer unpaid leave (over two years).
4. When taking unpaid leave of up to four weeks, the employer will pay 2/3 of the employee's health insurance and will not demand reimbursement from the employee.
5. Employees are allowed to take up to three sick days in a calendar year to recover from brief illness. When taking sick days, employees are entitled to compensation equal to the wage they would normally receive if not for this obstacle to work on the part of the employee. Other conditions are stipulated in the Directive on the Provision of Sick Days.

Article 7

Working and Social Conditions

1. The employer shall provide employees with meals by concluding an agreement with a food services provider.
 - a) A contribution for meals is provided to employees in the form of a lump-sum allowance, i.e. a monetary observance comprised in the monthly wage.
 - b) The amount of the contribution paid by the employer from operating funds is equivalent to 52.5% of the price of one full meal, but not more than 55 CZK. The amount of the contribution paid from the social fund is equivalent to 17.5% of the price of one full meal, but not more than 20 CZK.
 - c) The meal allowance is provided to any employee who, per their employment contract, works a shift of at least three hours, except for cases in which the employee is entitled to a meal allowance for work performed during business travel.
2. The IOCB training centres in Dolní Malá Úpa and Hojsova Stráž are operated year round and may be used by IOCB employees and/or their family members. Where possible, IOCB management will provide organizational and operational support, namely in the transportation of materials.
3. Contributions to employee supplementary pension plans and state-contributory supplementary pension plans are covered by the policies set forth in the Directive on the Provision and Use of Benefit Points.
4. Within the financial means of IOCB and in adherence to the rules for managing the social fund, IOCB will provide employees with aid in the form of interest-free loans of up to 50,000 CZK to be used for the purchase of home furnishings or to finance the remodelling, modernization, or repair of their place of residence.
5. Within the financial means of IOCB and in adherence to the rules for managing the social fund, IOCB will provide employees with social loans (up to 20,000 CZK) or one-time social aid (up to 5,000 CZK) to overcome an unexpected difficult financial situation, such as the death of a family member, long-term illness, mitigation of the effects of a natural disaster, etc.

6. Pursuant to the Social Fund Directive, the social fund can provide a financial contribution for employee activities coordinated by IOCB, such as:
 - a) events and activities offered by the company managing the benefits in employees' personal accounts;
 - b) meetings with senior citizens – former employees of the institute;
 - c) workplace equipment;
 - d) camps and St Nicholas Day events for children of employees.

The aforesaid activities are organized by the trade union.

Article 8 Employee Care

1. IOCB provides occupational health services. The provision of occupational health services is covered by applicable laws.
2. The employer undertakes to reimburse employees for the cost of any medical examination performed at the discretion of the physician of the relevant health service.

Article 9 Occupational Safety and Health (hereafter “OSH”)

1. Cooperation between the employer and the trade union in matters of OSH is subject to the provisions of § 322 of the Labour Code.
2. An authorized member of the trade union shall be entitled to participate in any negotiations of the employer at any level concerning OSH.
3. The employer undertakes to inform the authorized member of the trade union about such negotiations in time and provide him or her with the any necessary materials.
4. Investigations into the causes and circumstances of all work injuries will be conducted with the assistance of the authorized member of the trade union.

Article 10 Compensation for Damage

1. Should the employer demand compensation from an employee for damage according to § 263 of the Labour Code, the employer must consult the matter with the trade union committee.
2. The employer must consult with the trade union on the form and amount of compensation for damage provided to an employee who sustains a work injury or who has been diagnosed with an occupational disease.

Article 11 Final Provisions

1. This collective agreement is concluded and in force from 1 January 2022 to 31 December 2024.
2. The parties to the collective agreement must inform all employees about its contents within 15 days of its conclusion.
3. Either party to the collective agreement may make changes to it during the agreement validity period. Amendments and addenda to this collective agreement must be made with the consent of both parties in writing in the form of numbered appendices, which shall come into force on the date of signature by representatives of both parties. Each party to this agreement undertakes to negotiate written proposals for changes to this collective agreement within 15 business days of receiving them from the other party.
4. Each party has received two copies of the collective agreement, both of which are originals. The employer will provide the collective agreement to all employees.

In Prague on 31 December 2021

On behalf of IOCB



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Zdeněk Hostomský
director

On behalf of the trade union



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Jiří Vondrášek
president

Appendices:

- I. Social Fund Directive
- II. Provision of Sick Days Directive
- III. Provision and Use of Benefit Points Directive
- IV. Internal Payroll Directive