



Labour Rules

Part I The Extent of the Effect

Article 1

1. The Institute of Organic Chemistry and Biochemistry of the ASCR, v.v.i. (hereinafter only as the 'Employer' or 'IOCB') hereby issues with the prior written consent of the Trade Union Organisation in the sense of the provisions of Section 306 of the Labour Code (hereinafter only as the 'LC') these labour rules, which more closely regulate the rights and obligations of the employees and the Employer arising from the labour relations.
2. The Labour Rules are binding for the Employer and for all of the employees of the IOCB.
3. The provisions of the Labour Rules regulating the working hours and time of rest, impediments to work on the part of the employee, annual leave and the termination of employment do not apply to employees who work at the Employer on the basis of an agreement on work performed outside of an employment contract.

Part II Employment

Article 2 The Creation of Employment

1. The labour relation between the Employer and the employee is based on the employment contract.
2. The employment contract is concluded on behalf of the Employer by the director of the institute, in the case of his/her absence by his/her authorised representative. The employment contract is concluded in writing no later than the day of the employee's starting work. One copy of the employment contract is issued to the employee and one copy is placed in the personal file of the employee in the personnel department.

3. The employment contract lists the following: the name of the employee, the title and headquarters of the employer, day of starting work, type of work, place of work performance, the period of the duration of the employment, the trial period if it has been negotiated and the length of its duration, the agreement of the employee with being sent on business trips if the employee consents to being sent on business trips, alternatively shorter working hours and after a mutual agreement the transfer of the wage to the account of the employee.
4. University-educated employees of the research units are accepted for vacant positions on the basis of competitions. The method is prescribed by the Director's Order No. 1/2008 'The Acceptance of University-Educated Employees of the Research Units'.
5. Before the start of labour relation, the personnel department receives:
 - a) the following documents from the accepted employee:

ID card or another identity document, a completed personal questionnaire, confirmation of employment, document of initial medical examination conducted at the non-state health facility of the IOCB, ASCR, v.v.i., a document on achieved qualification and previous work, one (1) photograph, excerpt from the criminal record with the professions which by their character require good moral character (leaders of teams and sections, financial and wage accountants, HR employees, cashier, warehouse worker, supplier), a decision on recognition of a retirement or handicapped pension or a recognition of a health impediment.

The wage department receives from the accepted employee: the documents necessary for the purposes of income tax and for health insurance;
 - b) from the team (section) leader a filled out proposal form, on the basis of which the personnel department prepares the employment contract and the salary assessment for the future employee, and a job description, which the employee will be given on the day of starting work.
6. Before the beginning of a labour relation, the relevant leader will acquaint the accepted employee with his/her rights and obligations, with the work and salary conditions under which he/she is to perform the work, and with the internal regulations of the Employer (primarily with the collective contract, the rules of organisation, the labour rules, with the regulations for Occupational Safety and Health Protection and Fire Protection, the internal salary regulations).
7. Employees in science and research (scientific employees, specialised employees in science and research, doctoral and master's candidates) are required no later than on the day of starting work to register in the Centre of Scientific Information of the IOCB ASCR (hereinafter only as the 'CSI') as internal users of the services of the CSI of the IOCB. The other employees have this obligation only if they are going to use the services of the CSI defined in the Library Rules of the CSI (particularly Employer-defrayed or contractually acquired professional information, databases and sources accessible via the internet).
8. All of the leading employees to the extent of their guiding activities ensure equal treatment of all the employees in terms of their working conditions including bonuses for work and other pecuniary fulfilment and the fulfilment of the pecuniary value, professional preparation and the opportunity to reach functional or other advancement in employment, and in labour relations do not allow any kind of discrimination. The cases defined by the Labour Code or special legal regulations are not considered as discrimination.

9. No employee may in the performance of the rights and obligations arising from the labour relations without a legal reason intervene in the rights and justified interests of another participant in a labour relation and perform these rights and obligations in conflict with good morals. In affairs of the misuse of the performance of rights and obligations arising from the labour relations, employees may address the personnel department, possibly the Trade Union Organisation.
10. In affairs of equal treatment of men and women or discrimination, employees may address the personnel department, possibly the Trade Union Organisation.
11. Spouses, partners, siblings, parents and children cannot be employed in work positions of a cashier or accounting activity, where one of them would be the subordinate of the other or come under his/her direct supervision.
12. The leading employees entrusted with leadership at the individual levels of management are authorised to state and assign subordinate employees work tasks, organise, guide and check their work and give them binding instructions for that purpose, namely in accordance with the employment contract of the employees, with these labour rules and other internal regulations of the Employer.

Article 3 Changes in the Labour Relation

1. The agreed content of the employment contract can be altered only by a written agreement, unless the changes are such that the Employer is authorised or obliged to implement them even without the consent of the employee according to the legal regulations. The agreement on the change of the employment contract is concluded on behalf of the Employer by the director of the institute, in the case of his/her absence by his/her authorised representatives; one copy of the employment contract is issued to the employee and one copy is placed in the personal file of the employee in the personnel department.
2. The assignment of an employee to other work, sending him/her on a business trip or transferring him/her to another place to perform the work can be implemented under the conditions stipulated by the Labour Code. It is possible to send an employee on a business trip for a period absolutely necessary if this condition has been agreed either in the employment contract or another way. An employee is sent on a domestic business trip by the team (section) leader, who also stipulates the conditions of the business trip and marks them in the travel order. The conditions for sending employees on business trips abroad are regulated independently by the Internal Guidelines of the IOCB 'Sending an Employee on a Business Trip and Travel Reimbursements'.

Article 4 The Termination of Employment

1. If the Employer does not extend the employment concluded for a fixed period, it will inform the employee of this fact in writing, namely at least two months before the agreed term elapses.

2. A request for the agreement on the termination of the employment contract, notice, immediate termination of the employment contract or the termination of the employment contract in the trial period is given by the employee in writing and usually personally delivered to his/her direct supervisor, who confirms its reception by his/her signature and writing the date and without delay passes it with his/her position to the personnel department.
3. If the employment contract of an employee is terminated by the IOCB, his/her leader submits a written proposal for the termination of the employment contract with a justification to the personnel department.
4. If the labour relation is terminated, the employee is obliged to prepare a written overview of the unfulfilled work tasks and acquaint his/her direct supervisor with the state of work and with whatever is necessary to arrange in the near future. The employee is further required to turn in personal and work aids and other things belonging to the Employer. Scientific employees submit to the leader complete documentation of the work performed at the IOCB including the methods developed and data of the results (laboratory journals). With employees who have material responsibility, an inventory of the entrusted values is conducted. A record is made of the transfer of tasks and the inventory of the entrusted values with one copy issued to the employee. The employee is obliged to submit the properly countersigned exit document on the return of the items and settling obligations to the personnel department no later than the day of terminating the labour relation.
5. In the case of the termination of the labour relation and agreement of/on work activity, the personnel department is required to issue the employee with a confirmation of employment, namely no later than on the day when the labour relation is terminated. The work reference is issued for the employee at his/her request by the personnel department no later than fifteen (15) days from the day of the request, but usually not earlier than two months before the termination of the labour relation of the employee. The work reference is prepared by the direct supervisor.
6. If the notice has been given, the labour relation is terminated with the elapse of the notice period. The notice period is two months and begins on the first day of the calendar month following the reception of the notice.
7. The employee will be provided with severance pay when the labour relation is concluded by the Employer, namely for the reasons stipulated in Section 52a–d) of the Labour Code. The amount of severance pay is stipulated by the Labour Code and the collective contract.

Article 5 Deputising and Delegation of Functions

1. In the absence of a leading employee, he/she is represented by his/her substitute. The substitute is approved by the director of the institute based on the written proposal of the leading employee.

2. Prior to terminating the employment contract, when being permanently transferred to other work, beginning maternity leave, or in an other release of the employee from the activity at the current work position, this employee is obliged before his/her departure to put the agenda that he/she has performed up to now in such a state that it could be taken over by a designated employee and its further fluid running assured. A written protocol on the transfer of the agenda (work), and on the overview of the work tasks uncompleted and in process must be prepared and signed by the transferring and the receiving employee. With employees who have material responsibility, an inventory of the entrusted values is conducted.
3. If the employee has been granted also other authorisations allowing him/her to act on behalf of the Employer with respect to a third party, particularly in the form of a delegation of powers, the one who granted the authorisation is required to withdraw this authorisation properly.

Part III

Agreements on Work Performed Outside of Employment

1. The IOCB can exceptionally for the fulfilment of its tasks or for the assurance of its needs conclude agreements with physical entity on work outside of employment (an agreement on work activity and an agreement on work completed) – hereinafter only as 'Agreement' under the conditions stipulated in Sections 74–77 of the Labour Code. These Agreements are always concluded in writing and always prior to the beginning of work.
2. Agreements can be concluded particularly if it is work whose operation, monitoring its conduct and checking the maintenance of working hours within the schedule of working hours set in advance would be impractical and uneconomical.
3. Agreements with employees of the IOCB can be concluded only for work of another type than are agreed in their employment contract.
4. The head employee who is going to conclude an Agreement submits it through the personnel department for the signature of the director. After the completion of the work or in its course, the head employee is obliged to submit a 'Report on the Reception of Work Conducted' to the personnel department, which after processing and checking it sends it to the wages department for payment and its archiving.

Part IV

Protection of Personal Data

1. In accordance with Act No. 101/2000 Coll., On the Protection of Personal Data, the IOCB is authorised and obliged to:
 - a) acquire and preserve the personal data of its employees only to the extent adequate for the purpose of employment, and that with the consent of the employee;
 - b) verify the data provided by the employee and update them as needed;
 - c) ensure the protection of the personal data of the employees from unauthorised access by trespassers or misuse, mainly through proper deposition and locking of documents, preventing access to electronic data by using passwords;
 - d) ensure the proper archiving of the personal data of the employees who have terminated their labour relation in locked cabinets, inaccessible to third parties.

2. Of external bodies, only bodies competent for the provision of checks on the maintenance of labour, wage and security regulations and bodies active in criminal process may have access to personal data.

Part V

Fire Protection and Occupational Safety and Health Protection

1. For the fulfilment of the tasks in the section of Fire Protection (FP) and Occupational Safety and Health Protection (OSHP), the head employees on all levels of management are responsible to the extent of their functions. They are obliged to ensure the acquaintance of their subordinate employees with the regulations and orders concerning FP and OSHP and systematically require and check their knowledge and observation while taking into account the specific conditions of work, particularly in an environment harmful to health. They are further required to remove on an ongoing basis insufficiencies and flaws at the workplace which could threaten the health of the subordinate employees or their safety when working.
2. Prior to the beginning of the employment of a new employee, the relevant leader or another employee authorised for that will conduct the entry training in the areas of FP and OSHP of the accepted employee, no later than the day of his/her beginning of employment.
3. The head employees are required to ensure that the health of the employees is not threatened by smoking at the workplace. They must ensure and check the observation of the ban on smoking outside of designated areas.
4. Employees have the right to information on the risks of their work and to information on the measures to protect them from effect. They further have the right to know to in what category the work of their activity is categorised. Within their obligations arising from employment, employees are obliged for the sake of FP and OSHP to inform their direct supervisor of insufficiencies and flaws which could threaten safety or health.
5. The regulations of tasks and participation of the employees in assuring FP and OSHP apply to everyone who with the awareness of the head employees of the institute is present at its workplaces.

Part VI

Obligations of the Employees

1. The employee is obliged to conduct his/her work himself/herself according to the guidelines of the Employer in the scheduled weekly working hours according to the employment contract, i.e. all of the work corresponding to the type of work agreed in the employment contract, and observe the obligations arising for him from the labour relation. The observance of the obligations is understood as the proper fulfilment of the obligations arising for the employees from the labour relation, set mainly in the Labour Code, in other legislation related to the work performed by the employee, further specified in the Labour Rules, or arising from other internal regulations (guidelines, orders etc.) of the Employer.

2. The obligations of the employees arising from the labour relation include mainly the following obligations:
- a) to work properly according to their powers, knowledge and abilities, to fulfil the directions issued by the superiors in accord with the legal regulations; if the employee believes that the direction issued by the relevant superior is in conflict with the legal regulations, he/she is obliged to draw the attention of the personnel department to it in writing, which without delay sends this warning to the management of the institute according to its orientation;
 - b) to observe in work the fundamentals of cooperation with the other employees and ensure that good interpersonal relations are not disrupted at the workplace;
 - c) to utilise fully the working hours and the means entrusted for the performance of work, to be already at his/her workplace at the beginning of the working hours and not to leave it until after the end of the working hours, to observe the prescribed breaks for food and rest and safety breaks;
 - d) to fulfil work tasks in a quality way, frugally and on time, to deepen (maintain, renew) systematically the qualifications necessary for the performance of work according to the employment contract, to attend training at the direction of the Employer to deepen this qualification;
 - e) to observe the legal and other regulations related to the work performed by them, with which they have been properly acquainted;
 - f) not to use alcoholic beverages and not to use narcotic and psychotropic substances at the workplaces of the Employer and during working hours also outside these workplaces, not to enter the workplace under their influence;
 - g) to undergo at the direction of the team (section) leaders, deputy director or director the determination of whether the employee is under the influence of alcohol or other narcotic and psychotropic substances;
 - h) not to smoke in all of the areas and at all of the workplaces of the institute, except the areas intended for these purposes;
 - i) to manage properly the means entrusted to them by the Employer, to watch and protect the property of the Employer from damage, loss, destruction and abuse, and not to act counter the justified interests of the Employer. On the basis of a concluded Agreement on the Use of Entrusted Items outside the Regular Workplace, the employee may for the period necessary for his/her needs use the entrusted items of the Employer for work at home or on a business trip;
 - j) to fulfil his/her obligations when preventing damages, particularly to act so as damages to health or property or any unjustified enrichment would not occur, and warn the direct supervisor or another leading employee of the threatening damage;
 - k) intervene to avert damages threatening to the Employer if an intervention is necessary without delay and the employee is not hindered in this by some important circumstance and in so doing he/she does not expose himself/herself, the other employees, possibly persons close to himself/herself to serious danger;
 - l) to announce flaws in the created working conditions to his/her direct supervisor or another leading employee;
 - m) not to use without the consent of the Employer the production and work means of the Employer, including computers or telecommunication facilities, for his/her own need;
 - n) to announce to the personnel department changes in his/her personal relations and data, change of residence and change of health insurance company.
3. The obligations of the leading employees arising from the labour relation further include, to the extent of their guiding activities, particularly these obligations:
- a) to manage, check and as best as possible organise the work of the subordinate employees;
 - b) to assess regularly the work performance of the employees and their work results, to appreciate the initiative and work efforts of the subordinate employees;
 - c) to ensure the observance of the legal and internal regulations, to lead the

- employees to the observance of the obligations arising from the labour relation and ensure that the breach or non-performance of obligations does not occur;
- d) to fulfil obligations to the employees, or representatives of the employees, concerning their rights to information and discussion of the set affairs;
 - e) to create favourable work conditions;
 - f) to ensure remuneration of the employees in accord with the Labour Code and the internal wage regulations, to differentiate the salary of employees according to their performance and merit in the final results of work, in respecting the principles of the same wages for the same work and work of the same value;
 - g) to create favourable conditions for increasing the professional level of the employees;
 - h) to ensure the adoption of timely and effective measures for the protection of the property of the Employer;
 - i) to ensure the separation of waste;
 - j) to check the handling of dangerous materials and dangerous waste.

Part VII

Rights of the Employees

1. Besides the rights arising from the Labour Code, employees have the right:
 - a) to the assurance of Occupational Safety and Health Protection
 - b) to request an explanation of the amount of their wage and the possibility to see the wage regulations.
2. Employees are authorised to refuse to perform work that they justifiably believe to threaten immediately and in a serious way their life or health, or the life or health of other persons. Such a refusal cannot be considered as the non-performance of the obligations of an employee.
3. Employees have the right and obligation to participate in the creation of a healthy and safe work environment, mainly by the implementation of the measures set and adopted by the IOCB and by their participation in the resolution of the questions of Occupational Safety and Health Protection.

Part VIII

Responsibility for Damage, Responsibility for Shortages in Entrusted Values and Responsibility for Entrusted Items

1. The employee is responsible to the Employer for damage which he/she has caused to it, and the Employer is responsible to the employee for damage that he/she has incurred under the conditions and to the extent prescribed by the labour regulations.
2. An employee who has caused damage to the Employer or determined that he/she has incurred damage announces it immediately to his direct supervisor, who ensures an investigation of the circumstances under which the damage occurred.

3. The damage that the employee has incurred is reported by the aggrieved without undue delay to his/her direct supervisor. In the report, he/she lists how the damage occurred and according to the character of the case also other data, mainly the names of the witnesses who could corroborate the stated facts. If it is a work-related injury, it must be reported besides the aggrieved also by the employee who was a witness of the injury or discovered it first. The report is made in the book of injuries at the company doctor's. The direct supervisor of the aggrieved immediately ascertains whether medical examination has been ensured; if that has not happened, he/she ensures it without delay. The entry of the record of a work-related injury is ensured by the team (section) leader in cooperation with the safety technician and submitted to the wages department for further processing.
4. With every employee who is accepted (transferred) to a place where in connection with the performance of his/her work he/she is entrusted with cash, vouchers, goods, supplies, material or other valuables which the employee is obliged to account for (Section 252 of the Labour Code), an individual Agreement on the Responsibility for the Protection of Valuables entrusted to the employee to be accounted for (hereinafter only as the 'Agreement on the Responsibility') must be concluded. The Agreement on the Responsibility is drawn up with the employee by the head of the Technical, Economic and Logistic Administration and on behalf of the Employer it is signed by the director of the institute (in the case of his absence by his/her authorised representative). The Agreement on Responsibility is deposited in the personnel department in the personal file of the employee.
5. Items which the employees are entrusted to use that are signed for are registered by the Technical, Economic and Logistic Administration, at whose request the employees are obliged to conduct an inventory of the items entrusted to them in the prescribed manner each year.
6. In the case of the termination of the labour relation of an employee who had concluded an Agreement on Responsibility, his/her direct supervisor is obliged to conduct an inventory of the valuables entrusted to be accounted for as of the day of the termination of the labour relation of the employee in his/her presence. The protocol on an inventory conducted is confirmed by the signature of the participating employee. The items entrusted to be accounted for are handed by the employee to his/her direct supervisor or another designated employee and signed for. The record of the transfer of the items entrusted to be accounted for is handed by the employee terminating his/her labour relation to the responsible employee of the Economic Administration, who confirms the exit document for him/her.
7. The amount of the requested compensation for damage which the employee has caused to the Employer and the amount of the compensation for damage to the employee for which the Employer is responsible are determined on the basis of the proposal of the damage commission by the director (in the case of his absence, by his/her authorised representative).

Part IX

The Consequences of a Breach of Work Discipline

1. The work discipline of the employees is one of the fundamental prerequisites for the successful operation and protection of the justified interests of the IOCB. It lies primarily in the qualified, active and thorough fulfilment of the work tasks and in the qualified use of knowledge and capabilities.

2. In the case of a breach of work discipline, while taking into consideration the circumstances and the seriousness of each case and after the statement of the employee who committed the breach of work discipline, one of the following measures will be taken while maintaining the deadlines arising from labour regulations:
 - a) the direct supervisor discusses with the employee a less serious breach of work discipline and instructs him/her on the incorrectness of his/her conduct;
 - b) if the employee does not achieve satisfactory work results, the leading employee asks him/her in writing to remove them and sets a reasonable deadline for that. The leading employee sends a copy of the document to the personnel department and at the same time decides on the possibilities of not granting or of reducing the non-entitlement item of the wage paid in the subsequent period;
 - c) in the case of serious or repeated breach of work discipline, the leading employee will rebuke the employee in writing and warn him/her in writing on the possibility of being sacked. The leading employee sends a copy of the document to the personnel department and at the same time decides on the possibilities of not granting or of reducing the non-entitlement item of the wage paid in the period after the breach of work discipline;
 - d) a proposal for the termination of the labour relation in accordance with Section 52f–g or Section 55, Subsection 1b of the Labour Code is applied by the leading employee with the Employer through the personnel department.

Part X

Working Hours, Impediments to Work and Leave

Article 1

The Length and Use of the Working Hours

1. The prescribed work week is forty (40) hours; these working hours do not include the daily thirty-minute break for food and rest. The beginning and end of the working hours are set as 7:30 AM – 4:00 PM, namely including the thirty-minute break for food and rest. Possible exceptions must be approved by the director.
2. The team (section) leader is authorised for serious reasons at the request of the employee to allow a suitable adjustment of the set working hours or a shorter working time. The record of the allowed shorter working hours or other amendments of the working hours is maintained by the personnel department.
3. The leading employees are responsible for the observance and utilisation of the working hours by their subordinate employees. For the early departure and temporary leaving of the workplace, the employee is obliged to request the permission from his/her direct supervisor in advance. In accord with Section 96 of the Labour Code, a record is maintained at the individual workplaces of the attendance, arrivals and departures, namely in the form 'Record of Attendance', in which the employee is obliged to record also late arrival at the workplace, early departure from it and every temporary leaving of the workplace while stating the reason for absence. The record of attendance is maintained and archived for a period of three years by the designated employee of the team (section).
4. The employee is obliged to register any entries to the complex and exits from the complex in the entry system with the use of the chipped card with a photograph and logo of the institute. The entry system does not replace the record of attendance.

5. For unexcused missing of the working hours, consequences are drawn, mainly in the form of the reduction of leave, notice for the reason of a breach of the obligation arising from the legal regulations relating to the work performed by the employee, and exceptionally also in the form of the immediate termination of the labour relation, if it is an especially gross breach of the obligation. Also the non-observance of the working hours can be considered as an unexcused absence. An unexcused absence is always a breach of work discipline, whose seriousness is judged on an individual basis. Whether it is an unexcused absence from work is determined by the director (in the case of his absence, by his/her authorised representative) after an agreement with the Trade Union Organisation of the IOCB.

Article 2 Working Overtime, Night Shift and Standby Work

1. Working overtime is prescribed or given consent to under the conditions stipulated in Section 93 of the Labour Code by the team (section) leader, who is responsible for the observation of the limits set by the Labour Code and the collective contract. The direct supervisor is responsible for the record of working overtime in the record document of attendance and for the submission of the accounts of the hours of overtime worked to the wages department.
2. It is not overtime work if the employee makes up for a work leave which he/she has drawn or will draw on the basis of a previous agreement with the direct supervisor.
3. The team (section) leader can agree with an employee in accord with Section 95 of the Labour Code standby work outside of the workplace. Standby work is not counted in the working hours with the exception of times when work is performed. The direct supervisor is responsible for the record of standby work in the record document of attendance and for the submission of the accounts of the hours of standby work and the possible performance of work to the wages department.
4. The entry of the employees, or other persons, to the workplace from 8:00 PM to 6:00 AM and on days of leave and bank holidays is only possible with the consent of the team (section) leader, namely on the form 'Permission to Work between 8 PM and 6 AM and for Bank Holidays in the Complex in Prague 6, Flemingovo n. 2', which will be delivered in advance to the main porter's lodge, where the employee will be registered in the prescribed manner.

Article 3 Impediments to Work

1. If the employee cannot perform work because of impediments to work, the Employer will provide him/her with time off in such cases, under such conditions, to such an extent and with the reimbursement of wages as stated in the labour regulations or the collective contract.
2. The employee asks his/her direct supervisor for the time off for an impediment to work on the part of the employee. If the impediment to work is not known to the employee in advance, he/she is obliged to make the direct supervisor aware of it without unnecessary delay and inform him/her of the expected period of its duration.

3. The employee asks his/her direct supervisor for the time off for an impediment to work. In the case of day-long absence, he/she fills in the 'Annual Leave Form', where he/she states that it is an impediment to work, which the head submits to the personnel department.

Article 4 Leave

1. The rights and obligations of the employees in the area of leave are governed by Sections 211–223 of the Labour Code and the collective contract of the IOCB. An employee can draw leave only with the prior consent of the direct supervisor. Leave is drawn in whole days. Leave of 0.5 days can be drawn only in cases when the amount of the entitlement allows only that.
2. Leave for the calendar year is five (5) weeks.
3. Before beginning the leave, the employee fills in the 'Annual Leave Form' and submits it to his/her direct supervisor for signature, namely no later than the last working day before the anticipated beginning of the leave. The leader then hands the form in to the personnel department for further processing. If the employee for serious family or personal reasons needs to draw leave which has not been approved in advance, he/she must ask his/her direct supervisor for the opportunity to draw leave no later than 12.00 noon of the first day of drawing leave.
4. If the employee draws leave and it is necessary to fulfil work obligations without delay, the direct supervisor calls the employee from leave and announces this fact without undue delay to the personnel department. The Employer is required in accord with the Labour Code to reimburse the employee's costs which have arisen without his/her causing them because the Employer recalled him/her from leave.
5. All employees draw leave such that they have drawn leave in the relevant calendar year from the previous year and four weeks of leave from the given year if they are entitled to it. The direct supervisor is responsible for setting the beginning and for the drawing of leave by his/her subordinates.

Article 5 Unpaid Leave

1. The IOCB can provide an employee with unpaid leave under the assumption that he/she has already drawn leave and operational reasons allow it, namely on the basis of a written request of the employee. A request for long-term unpaid leave (over four weeks) is approved by the director after the prior consent of the team (section) leader. The approved request must have been handed in to the personnel department in advance. In other sections, the employee fills in the 'Annual Leave Form', marks that it is unpaid leave and has it approved by the team (section) leader, who delivers it to the personnel department for further processing.
2. When taking unpaid leave of more than four weeks, the Employer draws up a 'Contract on the Reimbursement of Health Insurance' with the employee before the leave is drawn, on the basis of which the employee reimburses the Employer the health insurance in the full amount according to the valid regulations.

Article 6
Compensatory Time

On the basis of a previous agreement with his/her direct supervisor, an employee may draw time off which he/she has made up above the framework of the set working hours. The 'Record Document for the Drawing of Compensatory Time' form signed by the direct supervisor is delivered by the employee to the personnel department to be put in his personal file. At the same time, the time made up will be listed also in the 'Record of Attendance' form. The direct supervisor is responsible for the correctness of the data.

Part XI
The Remuneration of Employees and Travel Reimbursements

Article 1
Wages and the Refund of Wages

1. The provision of wages is governed by the 'Internal Wage Regulation of the IOCB of the ASCR, v.v.i.'.
2. The wages and refund of wages are payable on the seventh day of the subsequent calendar month. If a pay day falls on a bank holiday, the wages are paid on the closest preceding working day.
3. A written document containing the data on the individual items of the wages and on the deductions made can be collected by the employee always on the seventh day of the month in the wages department.
4. If the employee determines that he/she has been paid a higher or lower wage or has received another, unauthorised payment, he/she is obliged to inform the wages department of it without delay.
5. The wages and the payments from agreements are paid by a bank transfer to the account of the employee.

Article 2
Business Trips

Employees sent on a business trip are entitled to travel reimbursement according to Section 156 *et seq.* of the Labour Code. The more specific conditions are stipulated by the Internal Guidelines of the IOCB 'Sending an Employee on a Business Trip and Travel Reimbursements'.

Part XII
Care for Employees

Article 1
Meals, Protection of Personal Items

1. The Employer allows employees meals in the student dining halls of the Czech Technical University to the extent of the time prescribed for food and rest. The closer specified conditions are prescribed in the internal guidelines of the IOCB 'Meals Taken by Employees'.

2. The Employer creates suitable safety measures for the protection of the property of the Employer and for the protection of the personal items of the employees. That does not release the employee from the obligation to protect such property from damage and loss.
3. The employees will deposit their belongings and personal items which employees normally carry to work in the wardrobe cabinets in the cloakrooms or in the hallways or in the work desks or in the cabinets at the workplace. They are obliged to lock these cabinets and desks if leaving them and to lock the room when departing it.
4. The Employer does not provide storage for transport means by which employees arrive at work.

Article 2 Care for the Qualification of the Employees

1. Time off and the refund of wages to employees when increasing their qualifications are only provided by the Employer if the anticipated increase in qualification is in accord with the need of the Employer. In such cases, the director concludes with the employee an agreement on the increase of qualification with the obligation of the employee to remain in the labour relation at the Employer for the agreed period. The agreement is prepared for signature by the personnel department.
2. The personnel department follows the entitlement to study leave of the employee and manages its being drawn. The drawing of study leave is marked by the employee on the 'Annual Leave Form', which his/her direct supervisor delivers to the personnel department after signing it, namely always prior to the day of the beginning of the drawing of the study leave. The team (section) leader is obliged to check the course and results of his/her subordinate employee regularly and in the cases stipulated by the law can submit a proposal to the director for the suspension of the work relief provided.

Part XIII **The Protection of Intellectual Property Rights and Confidentiality of Information**

1. All employees are obliged to take care for the protection of the results of research and development or the results acquired within or in connection with the work activities of employees implemented within the framework of the Employer or with its contribution. The protection of intellectual property rights is regulated in further details by Director's Order of the IOCB No. 2/2010.
2. The Employer exercises in its name and at its account any and all property rights to such results of the activities of the employees which have the character of an authorial work and which have been created in order to fulfil the obligations arising from the labour relation. The employee is obliged to inform his/her closest supervisor in writing of the creation of such an authorial work. The employee is not entitled to any additional payment in connection with the creation of such a work unless it has been otherwise agreed explicitly in writing between the Employer and employee. The Employer is also authorised to publicise, modify or treat the work, including its translation, join the work with another work, include the work in an anthology as well as to show the work to the public under its name.
3. Every employee is responsible for the material as well as immaterial success but also for the possible economic losses that could be caused to the Employer by the breach of a trade secret.

4. The employee is obliged to maintain confidentiality on the facts which have the character of a trade secret. He/she may not make such information accessible or publish it, utilise it in any way for his/her own personal activity or for the activities of any third party, without the explicit, prior written consent of the Employer, namely even after the labour relation has terminated. As information which has the character of a trade secret, mainly the following are considered without any other label:
 - a) any kind of identification data concerning the name, date of birth, firm, business identification number (IČ), headquarters, place of residence, any persons who are contracted partners of the Employer and any information on the structure of the competition and terms of the activities performed by the employee as part of the labour relation or of the Employer in relation to any third party;
 - b) information concerning any scientific research prepared or implemented at the Employer and any results of such research;
 - c) information on the other employees of the Employer and on their functional categorisation which could be in conflict with the interests of the Employer or threaten the good name of the Employer and its employees;
 - d) the internal wage regulation of the Employer and information on the amount of wages of the employees;
 - e) information on the contractual obligations of the Employer;
 - f) any kind of know-how of the Employer, irrespective of the way of its protection or the possibilities of its protection, among others also to the extent of any information, notes, drawings, plans and other data on the methods, technologies, professional methods or operational results of the Employer.
5. An employee may be granted permission to deal with information that has the character of a trade secret only by the director unless this authorisation arises in the case of the transfer of specific information directly from the functional position of the employee given by employment contract.
6. In the case of the breach of the obligation of confidentiality, the employee is required to reimburse any damage to the Employer which it has incurred in connection with such a breach of the obligation, mainly the damage lying in the actual damage or lost profit. In addition, the Employer is entitled to reasonable compensation in connection with the breach of such an obligation.

Part XIV

Joint and Final Provisions

Article 1

1. Amendments and appendices of the Labour Rules are issued by the director of the IOCB of the ASCR, v.v.i. after the prior written consent of the Trade Union Organisation.
2. All of the leading employees are obliged to acquaint their subordinates with the Labour Rules and check their observation of them.
3. The non-observance or breach of the Labour Rules will be considered as a breach of work discipline.
4. For internal personnel and organisation activities, the following forms are issued, whose samples form the attachment to these Labour Rules:

- No. 1 Job Description
- No. 2 Proposal Document for the Acceptance of an Employee in Employment
- No. 3 Proposal Document for Transfer or Change of the Amount of the Wages
- No. 4 Exit Document
- No. 5 'Agreement on the Termination of the Labour Relation' Form
- No. 6 'Agreement on Work Activity' Form
- No. 7 'Agreement on Work Conducted' Form
- No. 8 Report on the Reception of Work Performed
- No. 9 Travel Order
- No. 10 Agreement on the Use of Items outside the Workplace
- No. 11 Record of Attendance
- No. 12 Permission to Work between 8 PM and 6AM and for Bank Holidays
- No. 13 Record Document for Drawing Compensatory Time
- No. 14 Annual Leave Form

Article 2
Effect

These Labour Rules take effect as of 1st November 2010.

Prague, on 20th October 2010

RNDr. Zdeněk Havlas, DrSc.
director