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Workplace Regulations of the Biological Centre of the Academy of Sciences of the Czech Republic, Public Research Institute

Part I

GENERAL PROVISIONS

Article 1

Introductory Provisions

- 1) The Workplace Regulations of the Biological Centre of the AS CR, p.r.i. (hereinafter "BC" or the "Employer") are based, in particular, on the following legal and internal regulations:
 - a) Act 341/2005 Coll., on Public Research Institutes, as amended (hereinafter the "PRI Act"),
 - b) Act 420/2005 Coll., on the Academy of Science of the Czech Republic, as amended (hereinafter the "AS CR Act"),
 - c) Act 262/2006 Coll., as valid (Labour Code, hereinafter also the "LC"),
 - d) Government regulations concerning the LC,
 - e) Articles of the Academy of Sciences of the CR (hereinafter "Articles"),
 - f) Annexes to Articles,
 - g) Internal Standards of the AS CR:
 - i. Career Regulations for employees of the Academy of Sciences of the CR with university education (hereinafter "Career Regulations"),
 - ii. Code of Ethics for the research staff in the Academy of Sciences of the CR, (hereinafter the "Code of Ethics"),
 - h) Organisational Regulations of the BC (hereinafter the "OR"),
 - i) Collective Agreement of the BC.

Article 2

Scope of Validity

- 1) These Workplace Regulations apply to the employer and all employees of the BC within their full scope.
- 2) Unless determined otherwise in the LC or these Workplace Regulations, the Workplace Regulations do not apply to employees working on the basis of a work agreement on a non-employment basis with regard to a transfer to another workplace, reallocation, temporary allocation, severance pay, working hours and rest periods. Work must not be performed for any more than 12 hours within 24 consecutive hours - obstacles at work caused by employees, holidays, termination of employment, remuneration, with the exception of the minimum wage and travel expenses. This provision does not affect the employee rights to other significant personal obstacles at work, or provisions and agreements on holidays in accordance with Section 7 Paragraph 3 of the LC.
- 3) With regard to labour law matters, the employer is represented by the Director of the BC, Director of the BC Institute (for employees of respective institutes)

and the Head of TAS (technical and administrative service staff) unless stated otherwise.

Part II **EMPLOYMENT**

Article 3

Commencement of Employment

- 1) The employment relationship is based on a written contract made by and between the employer and an employee (Sections 33-39 of the LC). The contract is made no later than on the day of commencement of employment, in two copies signed by both contracting parties. Employment commences on the day agreed in the contract as the day of commencement of the work. One original of the contract of employment is given to the employee, the other copy is archived by the employer.

A contract of employment shall stipulate the following:

- a) type of work performed by the employee,
- b) workplace or workplaces where the work shall be performed,
- c) date of commencement of the work,
- d) trial period, if agreed,
- e) other provisions (e.g. short-time working).

If the workplace agreed exceeds the boundary of one municipality, a regular workplace is agreed in the contract of employment for the purpose of travel expenses limited to one municipality.

Other terms and conditions may be agreed in the contract of employment by parties to the contract. The contract of employment (or another document that will be given to employees within one month from the commencement of their employment) stating the rights and obligations of employees arising out of the employment as specified in provisions of Section 37 Paragraph 1, letters a) - g) of the Labour Code.

The employer is entitled to ask employees to perform work agreed in the contract of employment and the employer is also entitled to allocate such work to employees and to enable the performance of the work.

The employer is entitled to keep employees' personal files in compliance with the provision of Article 312 of the LC.

- 2) In accordance with Article 21 of the Annexe to the Articles of Association the wage regulations of the BC and the Workplace Regulations for BC divide employees as follows:
 - a) BS research staff with university education,
 - b) others.
- 3) For the purpose of the BC wage regulations and these Workplace Regulations, BC research staff with university education are defined as follows:
 - a) they have a creative approach to solving research issues,
 - b) they are employed on the basis of tender proceedings,
 - c) Career Regulations of AS CR are applicable,
 - d) employee classification V1 to V6 (or 1, 2, 3a, 3b, 4 and 5 in

- accordance with Article 22 of the Annexe to the Articles of Association),
- e) research staff are regularly attested at least once every five years [Article 23 of the Annexe to the Articles of Association].
- 4) The category of "Other Employees" also covers specialised members of research departments with university education whose work is not classed as creative research work (such as laboratory technicians, technicians) that do not have to be attested and the Career Regulations do not apply to them.
 - 5) Tender proceedings are used to fill the following positions:
 - a) BC Director [Section 17 Paragraph (2) of the PRI Act],
 - b) BC Institute Directors [Art. 10 Section 1 of the OR],
 - c) research staff with university education [Art. 51 Articles of Association and Art. 3 Paragraph (7) of these Regulations].
 - 6) BC Director is appointed by the founder. BC Director appoints and suspends the Institute Director and the Head of TAS. The Institute Director and Head of TAS may resign. Management may only resign or be suspended in writing. Employment is not terminated by suspension or resignation of a manager; the employer is obliged to propose a change of such employee's job classification in accordance with Section 73 Letter a) of the LC.
 - 7) Research positions that require university education are filled on the basis of tenders announced by the Institute Director of the BC and Head of TAS;
 - a) the tender must be announced at least three weeks before the deadline for submission of applications,
 - b) the qualification requirements are defined by the Director of the Institute, or the Head of TAS, in collaboration with the Head of Department that has a vacant position;
 - c) the Director of the Institute, or the Head of TAS will ensure that the tender is published on the BC internet pages and on www pages of the Academy of Sciences of the Czech Republic; this shall be arranged by a TAS officer responsible for human resources, and at other places as required;
 - d) a three member committee appointed by the Director of a relevant BC Institute, or the Head of TAS, will consider all applications and make a decision on who to appoint.
 - 8) A contract of employment is made by and between the employer and a citizen of the CR or another EU country that is professionally and morally capable, and whose health allows him/her to perform the work agreed. The employer will enter a contract with third country citizens or a person without nationality only if the applicants were granted an employment permit in the CR and long term residence permits - work visa.
 - 9) The BC Director, Directors of BC Institutes, the Head of TAS and employees authorised to represent them may conclude contracts of employment, within the scope of competence defined in the OR.
 - 10) Contracts of employment are prepared by the TAS officer responsible for human resources, in collaboration with the BC Director, Directors of BC institutes or the Head of TAS and the Head of the department where the employee should be working.
 - a) The Director of the Institute (Head of TAS) and the head of the relevant department will discuss with employees in advance the

specifics of the job, and written specifications will be handed over to the TAS officer responsible for human resources. The written specifications of the type of work, signed by the employee and the employer, form an integral part of the contract of employment. If purposeful for a specific job position, a manager will specify the tasks that should be regularly performed by the employee in a job description. The job description represents a one-sided instruction of the employer and it can be changed at any time, depending on the type of the work agreed and the operational needs.

- b) The TAS officer responsible for human resources will ensure that employees undergo a pre-employment medical check, will present a proof of qualification, work experience and a confirmation of employment issued by the last employer.
 - c) The employer will inform applicants about legal regulations concerning the work performed before entering into the contract, unless the legal regulations form part of the contract of employment [Section 37 of the LC], workplace regulations, wage regulations, and any other internal regulations of the BC; the applicants will also be informed about health and safety regulations (H&S) and fire regulations (Training Directives for H&S and Fire Protection) no later than on the day of starting the employment. H&S and Fire Protection induction training is performed by a H&S and Fire Protection officer. Heads of relevant departments will carry out specific training sessions focused on legal regulations concerning the work performed and specific workplaces of the employees. A written record is made to confirm that employees have undergone the training.
- 11) The contract of employment can set forth an uninterrupted trial period that must not exceed three months, 6 months for managers, and that cannot be additionally extended [Section 35 LC].

Article 4

Changes of Employment, Job Transfer

- 1) The contents of the contract of employment may only be amended if agreed by the employer and employees. All amendments of the contract of employment must be made in writing.
- 2) Employees are obligated to perform a different type of work, or at a different workplace than agreed in the contract of employment, only if stipulated in Sections 41 to 47 of the LC.
- 3) Should these facts be significant with regard to delivery of written documents, job positions, wage amounts, wage compensation, extra pay and wage deductions, health insurance, maternity allowance, calculation of the personal income tax etc., all BC employees are obligated to immediately report any changes of their personal data and status to the relevant TAS department in charge of human resources. This concerns, in particular, change of address, marriage, divorce, birth of a child, children's education (confirmation of acceptance for studies), death in the family, change of bank accounts, and health insurance details. The TAS department in charge of personnel will present summary monthly reports to the secretariats of BC institutes and TAS.

Article 5

Termination of Employment

- 1) Employment may be terminated by the employer or employees for reasons stated in Section 48 of the LC, i.e. by agreement [Section 49 of the LC], by notice [Sections 50 to 54 of the LC], by immediate withdrawal [Sections 55 and 56 of the LC] and by cancellation in the trial period [Section 66 of the LC].
- 2) Employment of foreigners from countries outside the EU or natural persons without nationality is also terminated not any later than
 - a) on the last day of their residence in the CR,
 - b) by expiry of the period for which their work permits were issued.
- 3) During the notice period employees are obligated to perform the work agreed in the contract of employment, or any other work to which they are transferred in accordance with provisions of Section 41 Paragraph 2 of the LC. During the period the employer may also send employees on business trips for a period absolutely necessary in accordance with provisions of Section 42 of the LC or transfer them to a different workplace than agreed in the contract of employment if required by operational needs [Section 43 of the LC].
- 4) The employer may give notice to employees, or cancel employment immediately only in the cases determined in Section 52 and 55 of the LC.
- 5) Employment for a definite period of time is terminated upon expiration of the period. In the trial period the employer and employees may terminate employment for any reason, or without stating the reason.
- 6) The immediate cancellation of employment, notice, cancellation of employment in the trial period, and termination of employment by agreement is signed on behalf of the employer by the Director of the BC, directors of BC institutes, the Head of TAS or employees authorised to represent them, each within the scope of competencies defined by the OR, and:
 - a) the employer may terminate employment with employees by notice due to organisational reasons in accordance with Section 52 Paragraphs a), b) and c) of the LC after the planned organisational change is discussed by the BC Board and approved by the BC Director;
 - b) the Employer can terminate employment by notice with employees performing work (job position) and falling into the category "employees with university education" by notice in accordance with Section 52 Paragraph f) of the LC, if an employee does not comply with the requirements for proper performance of the type of the work (job position) determined by qualification requirements defined in the internal standards of the employer. The qualification requirements include successful attestation determined by internal standards for a specific job position; employment may be terminated by notice for the reason stated above after an employee is found not eligible after repeated attestation in accordance with Article 23 Paragraph 3 of the Annexes of the Articles of Association and Article 5 Paragraph 11 Letter c) of the Career Regulations;
 - c) the employer may terminate employment immediately for exceptional reasons stated in Section 55 of the LC.
- 7) The following is regarded as gross violation of BC employee duties, which can

lead to immediate termination of employment in accordance with Section 55 Paragraph b) of the LC, in particular [see Article 19]:

- a) intentional or negligent behaviour leading to damage to health or death of a third party, or major damages to BC assets,
 - b) violation of the Code of Ethics damaging the goodwill of the AC CR, BC or their parts,
 - c) violation of the duty of confidentiality stipulated to employees by law, special regulations, or internal regulations of the BC in connection with their work or job positions as the interests or goodwill of the employer could be endangered,
 - d) corruption or any other behaviour that can lead to direct or indirect enrichment of employees to the detriment of the employer,
 - e) other reasons, specifically stated in other internal regulations of the BC and its organisational sections [see Article 14 Paragraph (3)].
- 8) In connection with termination of employment, employees are obligated to:
- a) inform their line manager (usually the head of the relevant department) about the progress of delegated tasks and to duly hand over tasks that have not been completed as yet,
 - b) to hand over any job related documents,
 - c) to hand over keys, items of personal equipment, working tools, allocated means including computer programmes (software), materials, and personal protective aids, showing standard wear and tear,
 - d) to return all borrowed books and magazines,
 - e) to handover a duly filled in exit form to the TAS department in charge of human resources (the relevant form is available on the internal website of the BC).
- 9) Should employees fail to settle their obligations before termination of employment, the manager of the relevant department will make a written record about the handover and delivery of items, or the method and amount of damage compensation.
- 10) A handover record will be made about the handover of positions between managers appointed into a managerial position in accordance with the OR (BC Director, Director of the BC Institute, Head of TAS). The handover record shall include, in particular, the following: the name and position of the person handing over and accepting the position, the status of the tasks performed at the workplace, human resources and property issues, budget, the state of funds at the respective workplace, documents concerning health and safety at work and other delivered documents.
- 11) When handing over a position where an agreement on material responsibility is made, an inventory must be taken.
- 12) Employees who have worked at risk workplaces [Section 108 Paragraph 2, Letter c) Item 2 of the LC] are obligated to undergo exit medical checks. The employer is obligated to give to the employee an applicable employment certificate (record of employment), which shall include the facts required by implementing procedures.
- 13) If there is a trade union active in the respective organisational unit of the BC, the BC Director, or the Head of TAS, are obligated to discuss the notice or immediate cancellation of employment with the trade union [Section 61 of the

LP].

Part III

WORK AGREEMENT CONCERNING WORK PERFORMED ON A NON-EMPLOYMENT BASIS

Article 6

Common Provisions

- 1) The employer performs its tasks through its employees.
- 2) The employer is obligated to make work agreements concerning work performed on a non-employment basis in writing, otherwise they are not valid.
- 3) The BC Director, Directors of BC Institutes, the Head of TAS and employees authorised to represent them may conclude work agreements concerning work performed on a non-employment basis within the scope of their competence defined in the OR.
- 4) The employer is not obligated to schedule working hours in the work agreements concerning work performed on a non-employment basis.
- 5) If the employer makes a work agreement concerning work performed on a non-employment basis, the subject of the agreement must not be any activity that is identical to the activities performed on an employment basis in the BC [see Article 3 Paragraph (10) Letter a)].

Article 7

Contract of Services

- 1) In contract of services [Section 75 of the LC] the employer may not arrange for work exceeding 300 hours in the respective calendar year. The scope of work also includes the time when an employee works for the employer on the basis of a different contract of services in the same calendar year.
- 2) If the employer makes a contract of services with its own employee, the scope of work arising out of the contracts made with this employee by two and more organisational units of the BC accumulates. The person proposing this type of contract shall check compliance with the aforementioned condition, in collaboration with the TAS department in charge of human resources.
- 3) Amendments to work performed in the context of an employment in accordance with Section 77 of the LC apply to the work performed on the basis of a work agreement for work performed on a non-employment basis

Article 8

Contract for Work

- 1) A contract for work [Section 76 of the LC] can be entered into by an employer and a natural person, provided the scope of work shall not exceed 300 hours in the same calendar year. On the basis of the contract for work it is not possible to perform work exceeding on average a half of the weekly working hours. Compliance with this limit applies to the entire period for which the

- agreement is made but not for any longer than the period of 52 weeks.
- 2) A contract for work may be cancelled by agreement of the parties to the contract, or unilaterally without stating the reason with a 15 day notice period. The employer is obligated to issue a confirmation of employment when a contract of work is terminated.

Part IV.

WORKING HOURS AND REST PERIODS

Article 9

Duration and Utilisation of Working Hours

- 1) The weekly working hours for all organisational units of the BC have been set at 40 hours a week [Section 79 of the LC].
- 2) Shifts were allocated equally from Monday to Friday in accordance with Section 78 Paragraph 1 Letter I of the Labour Code. The start and end times of the working hours are determined by internal policies of individual institutes of the BC and TAS issued by their Directors and the Head of TAS. If a relevant organisational unit does not issue such a policy, the shift starts at 7:30 am and ends at 4:00 pm; in accordance with Section 88 of the LC a break period of 30 minutes is taken after 6 hours of non-stop work between 11:00 am and 1:30 pm; juveniles must take a break not any later than after 4.5 hours of non-stop work as set individually by their line managers.
- 3) In justified cases the BC Director, the Director of BC Institute or the Head of the TAS can allow another suitable arrangement of working hours than as determined by the respective organisational unit in accordance with the paragraph above (including breaks). The length of shifts must not exceed 12 hours [Section 83 of the LC].
- 4) The employer may agree shorter working hours with an employee when making the contract of employment (or upon mutual agreement any time later) at workplaces when the type of work does not require full working hours.
- 5) If a woman caring for a child younger than 15 years of age, a pregnant woman or an employee who is a sole parent caring for a child or a helpless person, asks for a suitable arrangement of weekly working hours, the employer is obligated to grant them this request unless prevented by serious operational reasons.
- 6) A written request for shorter working hours or for a different arrangement of working hours is made by an employee to the relevant departmental manager who will comment on the request and pass it onto the BC Director, the Director of the BC Institute or the Head of TAS who will make a decision about the request within 15 days from the day the request is made and who will communicate his/her decision to the applicant and to the manager of the relevant department. At the same time he/she will ensure that the approved application is passed to a TAS officer in charge of human resources who will file the request into the personal file of the respective employee.
- 7) If working hours shorter than 40 hours a week are agreed with an employee, the employee is entitled to a pro-rata salary corresponding to these shorter working hours [Section 80 of the LC].
- 8) In order to better utilise the working hours and satisfy personal needs of the

employees, the employer may introduce flexible working hours [Sect. 85 of the LC] only in some organisational units of the BC, i.e. for some employee categories on the basis of the decision made by managers at the following level - BC Director, Director of the BC Institute or Head of TAS.

- 9) Directors of individual BC institutes and the Head of TAS can make a decision to introduce flexible working hours at the workplaces they manage in accordance with Section 85 of the Labour Code and regulations stated below. In justified cases the BC Director, the Director of the BC Institute or the Head of TAS can divert from the rules stated below;
 - a) basic working hours, i.e. the time period when employees are obligated to be at the workplace is from 9:00 am to 2:00 pm with a 30 minute lunch break taken between 12:00 noon and 1:00 pm in accordance with Section 88 of the Labour Code;
 - b) flexible working hours, i.e. the time period when employees can choose the start and end times of their working hours is from 7:00 to 9:00 am and from 2:00 to 6:00 pm;
 - c) the average weekly working hours must be met within a 4 week period;
 - d) when flexible working hours are not applied in accordance with Section 85 Paragraph 5 of the LC, the previously determined arrangement of working hours by shifts applies in accordance with Article 9 paragraph 2 herein.

Article 10

Overtime and Night Work

- 1) Overtime [Sect. 93 of the LC] is any work performed by employees upon the employer's instructions or with its consent in excess of the set working hours. Overtime may only be ordered in exceptional cases for major operational reasons. Overtime for employees working shorter working hours is any time exceeding their determined weekly working hours; these employees can not be ordered to work overtime.
- 2) Employees may not be ordered to work any more than 150 hours of overtime per calendar year. The total duration of overtime must not exceed 8 hours per week. The employer may order employees to work overtime above the stated duration only upon mutual agreement with them. However, the total amount of overtime must not exceed 8 hours per week within a period equalling a maximum of 26 consecutive weeks. Only a collective agreement may define this period as 52 consecutive weeks.
- 3) The employer may not ask pregnant women and women caring for a child younger than one year to work overtime.
- 4) The employer must issue the instruction to work overtime, or its consent, in writing before the actual commencement of overtime. The BC Director, Directors of BC Institutes and the Head of TAS, and also authorised managers of lower organisational units of the BC (departments, laboratories and other operations) are authorised to issue the instruction to work overtime, or their consent, in accordance with the OR.
- 5) Night work refers to work performed between 10:00 pm and 6:00 am under the conditions defined in provisions of Section 94 of the LC.

Article 11

Remuneration

- 1) All employees performing the same work, or work of the same value, are entitled to the same wage or remuneration on the basis of an agreement.
- 2) The same work and work of the same value is deemed to be work of the same or comparable complexity, responsibility and laboriousness, executed under the same or comparable working conditions, with the same or comparable work performance and work results.
- 3) Work performance is evaluated by the quality and intensity of the work performed, working abilities and job competencies, and the results of work are evaluated on the basis of quantity and quality.
- 4) Remuneration is governed by relevant provisions of the LC, internal wage regulations, and a contract of employment. On the day of commencement of employment the employer is obligated to issue to employees a wage assessment that must be made in writing and it must state the tariff wage, the tariff class which has been allocated to the employee, other wage components paid monthly, the pay date and the place of pay. The accounting period shall be one calendar month.
- 5) Wages are paid by cashless transfers to the employee accounts, employees shall report their bank account numbers upon commencement of employment; only in exceptional cases, wages can be paid in cash.
- 6) Wage deductions may only be made on the basis of an agreement made by and between the employer and employees in the cases stated in the LC or other legal standards.
- 7) The employer shall grant employees time off in lieu for working overtime within 3 consecutive calendar months following the time the employees worked overtime, or during a different time period as agreed.
- 8) The remuneration arising out of agreements, and the terms and conditions for its payment are agreed directly in contracts of services or contracts for work.
- 9) Wages and time off in lieu for working overtime and night work are set forth by the BC wage regulations.

Article 12

Business Trips, Compensation of Expenses to Employees in Connection with Work

- 1) Employees must give their written consent to being sent on business trips; the prior consent is granted in the contract of employment.
- 2) Business trips may only begin on the basis of the previously approved travel order, a valid form available on the internal BC website. The travel order is approved by an authorised manager (usually the manager of the respective organisational unit of the BC institute or TAS, or for institute staff, the Director of BC Institute; for TAS staff, the Head of TAS or for BC staff the BC Director;

business trips abroad can only be approved by the directors of BC institutes, the Head of TAS or the BC Director). Members of staff sign the form as proof that they give their consent to be sent on a business trip.

- 3) Employees must have accident, medical and travel insurance for the duration of the business trip before setting off for the business trip abroad.
- 4) The employer is obligated to reimburse expenses to employees that occur on business trips in connection with their work within the scope and under the terms and conditions determined in the LC and internal regulations.
- 5) The terms and conditions influencing the provision and amount of travel cost is determined by the employer in advance. When on business trips, employees are obligated to adhere to the times and travel details stated in the travel order, and to fulfil work tasks as instructed. Employees are also obligated to act accordingly in order to achieve the purpose of the business trip in the most efficient manner.
- 6) Employees are obligated to report to their line managers the results of the business trip. Employees are obligated to account for their travel expenses within 10 calendar days after the termination of the respective business trip. Should they fail to meet this deadline, they will be in breach of work discipline. Accounts are approved by their line manager or person who ordered the business trip.
- 7) Travel expenses to employees performing work on the basis of a work agreement for work performed on a non-employment basis are only reimbursed if agreed in writing.

Article 13

Common Provisions

- 1) Compliance and adherence to the stipulated working hours form one of the basic duties of all employees. The failure to comply with the working hours can be considered unexcused absence. It is the employer who makes a decision if it is a case of unexcused absence. Unexcused absence also constitutes a breach of work discipline and it has a direct impact on shortening holidays and the payment for obstacles at work. Holidays are shortened by the BC Director, Director of the BC Institute or the Head of TAS on the basis of a proposal made by the line manager; the decision is communicated to the respective employee in writing and a relevant order is issued to the TAS Human Resources Department.
- 2) The manager is obligated to record working hours for individual employees (start and end times of shifts work, overtime, standby and night work [Section 96 of the LC]). Working hours of BC employees (including overtime) are recorded in attendance sheets showing all the facts stated above. Each organisational unit of the BC has its own attendance sheets and the Director or the manager are entitled to keep separate attendance sheets for selected lower departments or detached workplaces, if required by operational reasons.
- 3) All persons (including tenants, employees, students, guests) remaining in the BC premises between 10:00 pm and 6:00 am, and on public holidays are obligated to report and record their arrivals and departures at the reception at Branišovská 31 or Na Sádkách 7. They must follow the rules of the particular

reception. During these hours BC employees may only stay at the workplace with the consent of their line manager.

- 4) If requested by employees, the employer is obligated to allow the employees to access the records of their working hours, wage overviews, and to make extracts, or counterparts at the employer's cost [Section 96 Paragraph (2) of the Labour Code]).
- 5) If there is a trade union active in any of the organisation units of the BC, the Director (Head) is obligated to discuss all measures concerning mass arrangements of working hours, overtime, work on bank and public holidays, and night work with the union [Section 99 of the LC].

Part V.

HEALTH AND SAFETY AT WORK; LIABILITY FOR DAMAGES

Article 14

Rights and Obligations of Employees and the Employer

- 1) The rights and obligations of employees and the employer with regard to health and safety at work are set forth in Sections 101 and 108 of the LC.
- 2) Managers at all BC managerial levels are liable, within the scope of their position, for compliance with tasks which the employer must fulfil in order to ensure health and safety at work [Section 101 Paragraph (2) of the LC]. Managers are obligated to inform their subordinate staff about the regulations and instructions concerning health and safety at work [see below Article 3 paragraph (10) letter c) herein] and to systematically request and check the knowledge of, and compliance with these regulations and instructions with regard to the specific conditions of work at the respective section.
- 3) In order to ensure health and safety at work, organisational units of the BC issue operating rules for selected workplaces that are approved by individual directors or the Head of TAS, if TAS is concerned. If required by the risk status of individual operations, directors of the BC institutes, or the Head of TAS, are entitled to anchor in the operational rules provisions concerning a gross violation of duties of the BC employees which can lead to immediate termination of employment in accordance with Section 55 Paragraph b) of the LC.
- 4) As part of their duties arising out of the employment relationship, in order to ensure health and safety at work employees are obligated to report to their line managers any shortcomings and defects that might endanger health and safety at work; employees should undergo medical checks as necessary and as stipulated by the employer, or the provider by medical care at the workplace, and to follow procedures concerning the use of electrical and gas appliances, and to follow any other rules issued by the employer and instructions issued by the line managers concerning the use of devices, machines, health and vehicle safety, use of elevators, fire extinguishers, etc.
- 5) Provisions concerning tasks of individual workplaces and participation of employees when ensuring health and safety at work concern all persons who remain at the workplace with the employer's consent. The employer is obligated to create conditions for safe working conditions, not harmful to

- health, through suitable arrangements for health and safety at work and adopting measures for prevention of risks [Section 102 of the LC].
- 6) Employees are entitled to occupational health and safety protection, to receive information about the risks associated with their work and information about measures taken to protect employees against these risks. The information must be clear and easy to understand. Employees are entitled to refuse to perform certain work, if it is reasonable to assume that the work might seriously and immediately threaten their lives or health.
 - 7) The employer provides its employees with free protective aids and working tools, washing, cleaning and disinfection aids, work clothes and shoes [Section 104 of the LC], the type of which and frequency of provision are defined in a list, and in accordance with rules, on the basis of evaluation of risks and specific working conditions as complied by individual organisational units of the BC.

Article 15 **Liability for Damage Caused**

- 1) The employer and employees are obligated to prevent damages in accordance with Sections 248 and 249 and to ensure that health and property are not endangered and there are no cases of unjustified enrichment.
- 2) The employee liability for damage [Sections 250 to 264 of the LC] is set forth in a separate internal policy of the BC.
- 3) In general, the employer is responsible for damage caused to employees when performing their work tasks, or in direct connection with performance of the tasks, due to the violation of legal duties or intentional behaviour violating good manners. The employer is also responsible for damage caused by employees who violated legal duties when performing their work on behalf of the employer [Section 265 of the LC].
- 4) The employer is responsible for damage caused to employees when averting damages presenting a threat to the employer, or risks threatening lives and health [Section 266 of the LC], for damage caused to items that have been put aside [Section 267 of the LC], and for damage to health due to an accident at work or a work related injury [Section 275 of the LC].
- 5) Directors of BC institutes and the Head of TAS are obligated to appoint a claims and liquidation committee that will act as an advisory body (Article 12 of the OR). The claims and liquidation committee acts on the basis of a written notice of the harmed party presented by the line manager. The harmed employee will state in the notice what kind of damage occurred, and any other important data concerning the case, in particular the names of witnesses who can verify the stated facts. The compensation amount is determined by the Director of the BC Institute or the Head of TAS on the basis of the type of damage and upon recommendation made by the claims and liquidation committee.
- 6) The right to compensation for damage ceases to exist if the employee does not report the damage to the employer immediately (usually to his/her line manager), or not any later than within 15 days from finding out about the damage [Section 267 Paragraph (2) of the LC].
- 7) If employees suffer damage to health or a fatal injury (accident at work)

during fulfilment of their tasks or in direct connection with them, the employer, employing the respective employee at the time the accident occurred, is liable for relevant damages. An injury suffered by an employee during his/her trip to and from work is not classed as an occupational injury [Section 274 of the LC]. If an employee now suffers from a work related illness, the employer who was the last to employ the respective employee under the conditions that caused the work related illness is responsible for the damage caused to the employee due to the work related illness established.

- 8) The employer's duties with regard to accidents at work and work related illnesses are set forth by Section 105 of the LC. The employer is particularly obligated:
 - a) to clarify the causes and circumstances of the accident at work,
 - b) to keep records of accidents at work that result in an injury when the employee is not able to work for 3 days or more, or if the accident leads to death,
 - c) to keep a record of employees who were confirmed to suffer from work related illness,
 - d) to report accidents at work and send records of accidents to the relevant authorities,
 - e) to adopt measures that prevent re-occurrence of accidents at work caused by the same causes.
- 9) A TAS H&S officer and fire protection officer are authorised to perform H&S agenda in accordance with the aforementioned provisions of the paragraph (8).
- 10) A BC employee who witnessed an accident at work, or finds out about the accident first, provides first aid and arranges for medical help. The harmed employee, if capable, or a witness to the accident, are obligated to immediately inform their line manager (usually the Head of the relevant department, or in the event of major accidents, the Director of the Institute or Head of TAS will be notified).
- 11) When the line manager finds out about an accident at work suffered by an employee, he/she is obligated to arrange for medical help (unless it has already been done). The accident must also be reported to the H&S officer. The H&S officer will follow provisions stipulated by Government Regulations number 201/2010 Coll.; in particular he/she will investigate the causes and circumstances of accidents at work. Based on his/her findings, the H&S officer will propose measures to the Director of the BC Institute, or the Head of TAS, in order to prevent similar accidents. The Director, or the Head of TAS, will decide by whom, when and how these measures will be implemented. A H&S officer will make a record in the accident log book; he/she will make a record of an accident at work using a prescribed form and send it to the stipulated authorities and institutions.
- 12) If there is a trade union active in the respective organisational unit of the BC, the Director (Head) is obligated to cooperate closely with the trade union with regard to ensuring health and safety at work.

Part VI.

OBSTACLES AT WORK

Article 16

Obstacles at Work from the Employees' and the Employer's sides

- 1) Obstacles at work from the employees' and the employer's sides are defined by individual provisions of Sections 191 to 210 of the LC.
- 2) The employer will excuse employees' absence at work in the cases listed in Section 191 of the LC when employees are not entitled to a wage (except for the first period of incapacity for work or prescribed quarantine, Sections 192 to 194 of the LC). Obstacles at work from the employee's side are proven to the employer usually by a confirmation of illness signed by a doctor (see the next paragraph).
- 3) If an employee is classed as incapacitated for work due to illness or injury, the employee is obligated to immediately inform his/her line manager and to present the "Confirmation of Incapacity for Work, sheet III", issued by the attending doctor, to the TAS department in charge of human resources. After the termination of short-term incapacity for work, the employee will present to the TAS department responsible for human resources a "Confirmation of Incapacity for Work, sheet V", and if the incapacity for work continues the "Confirmation of Lasting Incapacity for Work".
Claims for sickness benefits are lodged analogously, using prescribed forms, for maternity leave, quarantine, taking care of a family member who is ill.
- 4) Employees ask their line managers for days off due to obstacles at work from the employee's side [Sections 191 to 199], (usually the managers of lower departments in the institute or TAS). If the obstacle at work is known to the employee in advance, the employee is obligated to notify the line manager without undue delay, informing him/her about the estimated period of time the obstacle would take. Short-term time off is generally not granted, if it is possible for employees to arrange for the things necessary outside their hours of work. Managers making decisions about short-term time off will arrange with the employee if the hours missed will be worked before or after the time off is granted.
- 5) The employer will also give employees time off due to obstacles at work that are in the public interest [Sections 200 to 205 of the LC] within the scope absolutely necessary. In these cases employees shall only be entitled to salary compensation under the conditions, and subject to the limitations stipulated by relevant legal regulations.
- 6) Other important personal reasons for which the employer can grant paid time off are stated in the Annexe to Government Regulations 590/2006 Coll.
- 7) The employer may grant extended leave of absence (unpaid) due to serious reasons (in particular to arrange for personal, family or other matters that cannot be arranged outside working hours). In this case, the leave is unpaid. If an employee requires leave of absence without pay or sickness benefits, he/she is obliged to apply for the leave in writing in due term. The Director of the BC Institute (or the Head of TAS), or a person authorised, will decide if leave of absence is granted.

Part VII.

HOLIDAYS

Article 17

Holidays per calendar year

- 1) Staff that are in an employment relationship are entitled to holidays under the terms and conditions stipulated by the LC. The total holiday entitlement is 5 weeks per calendar year. Employees who have been continuously employed by the BC for at least 60 days per calendar year are entitled to a holiday in the respective calendar year. If the employment does not last for the duration of the whole year and it is interrupted, employees are entitled to the proportional part of the holidays per calendar year [Sections 212, 213 and 216 of the LC].
- 2) The employer specifies the holiday entitlement periods in accordance with the holiday schedule. The holiday schedule and plans are prepared by the organisational units of the BC separately for their employees, and it is valid that
 - a) the holiday schedule must not endanger performance of basic tasks of the relevant institution, TAS or individual lower departments,
 - b) if an employee is granted leave in two or more parts, at least one of them is to be uninterrupted and no less than two weeks long [Section 217 of the LC], unless the employee and the employer have agreed on another length of the leave,
 - c) the employer (i.e. Director of the BC institute, Head of TAS or an authorised person) is obligated to determine the times when holidays can be taken by an employee so that the employee takes holiday in the calendar year when the right to holiday arises [Section 218 of the LC],
 - d) justified interests of employees are taken into consideration when compiling the holiday schedule.
- 3) Employees are obligated to notify their line managers in good time about any facts that might be significant when determining the holiday dates (spa treatment, dates of a holiday stay, etc.), and to propose the required dates for starting a holiday or changes to these dates in good time. The employer shall announce the determined holiday dates to employees in writing no later than 14 days in advance unless a shorter notification period is agreed.
- 4) Employees confirm the actual holiday dates by signing the form entitled "Holiday Form" that is approved by their line manager. The filled in and signed form is handed over by institute secretaries to the TAS department in charge of human resources no later than 1 day before employees take their holiday. The secretariats of the institutions and **TAS** will keep monthly attendance records and deliver them to the TAS department responsible for human resources by the 5th day of the following month.
- 5) The BC shall pay to employees the cost arisen as a result of the employer changing the start date of the employee's holiday or when the employer asks the employee to **come back** from his/her holiday.
- 6) Holidays are interrupted on the day when an employee's incapacity for work due to illness or injury is confirmed by a doctor, when an employee starts caring for a family member or commences her maternity leave. If, during a holiday period, a public holiday falls on a day which is otherwise a standard

working day for employees, this day is not included into the holiday period. It is not possible to order employees to take time off in lieu for working overtime or bank and public holidays during their holidays.

- 7) Holidays are shortened by the time not worked. The conditions and scope for shortening holidays by the time not worked are determined by governmental regulations implemented through the LC.
- 8) The time period when employees work in difficult working conditions is documented in monthly records. The Director of the BC Institute, or the Head of TAS, is obligated to adopt measures to ensure health and safety at work and restrict risks related to the operation of the respective workplace [see Article 14 Paragraph (3)].
- 9) The holiday pay is set forth in the wage regulations of the BC.
- 10) If there is a trade union active in the respective part of the BC, its Director, or the Head of TAS, are obligated to discuss with the trade union the holiday schedule and when proposing dates when all staff take holiday if necessary due to operational reasons [Section 217 paragraph (1) and Section 220 of the LC].

Article VIII.

BASIC OBLIGATIONS

Article 18

Basic Duties of the Employer and Employees

- 1) The employer is obligated to allocate work to employees in accordance with the contract of employment, to remunerate employees in accordance with internal wage regulations, to care about the development of labour law relations in accordance with provisions of the LC, and other legal regulations connected with working in the BC and in accordance with good manners, and to create suitable conditions for employees so that they can fulfil their work tasks.
- 2) The employer is obligated to ensure equality in treating all the employees with regard to their working conditions, remuneration for work, provision of monetary fulfilments, professional training and opportunities for promotion or other progress at work. Discrimination of any kind, showing discrimination features set out by law, is prohibited. Different treatment may not be considered discrimination if it is implied by the character of work activities or context that the reason for different treatment is based on major and decisive requirements for the performance of work that is to be performed by the employee and that are necessary for the performance of such work.
- 3) Employees are obligated to work duly using their strength, knowledge and skills, and to meet instructions of their managers issued in accordance with legal regulations and to cooperate with other employees.
- 4) Employees are obligated to fully utilise working hours and tools provided to perform the allocated tasks, and to fulfil their work tasks efficiently, well and in good time, following the prescribed or imposed procedures. Furthermore, employees are obligated to constantly improve their professional standards in accordance with the needs of the institution and with regard to the work performed, or in accordance with the expected job position, and to comply

- with legal and other regulations connected and concerning the work performed.
- 5) Employees are obligated to duly manage the means entrusted to them by the employer, to safeguard and protect the employer's assets against any damage, loss, destruction and misuse, and to refrain from actions contrary to the employer's justified interests. In addition, employees are obligated to report to his/her superior any failures and defects occurring at the workplace which endanger or could immediately and significantly endanger the safety and health of employees performing their work, and take a reasonable part in the elimination thereof, depending on their possibilities and skills. The same applies to impending damage to the employer's property and personal property of the employees.
 - 6) Employees may act on behalf of the employer within the scope of their authorisation set out in their job descriptions, internal and legal regulations or a special authorisation granted by the relevant managers.
 - 7) Employees are obligated to come to work sober, not affected by alcohol or any other addictive substance, to remain in such state for the entire period of working hours, and not to use alcoholic beverages and addictive substances during working hours at or outside their workplace. In addition, employees are obligated to undergo a test to determine whether they are under the influence of alcohol or other addictive substances. Smoking is prohibited at all BC workplaces, the Director of the Institute (Head of TAS) can designate a place for smokers but only under the condition that smoking is not bothering non-smokers at such a place, and all fire and health and safety regulations are observed.
 - 8) Employees are obligated to store their clothes and personal items usually brought to work at designated or usual places. Employees are obligated to ensure that their items are secured against theft and damage; work desks and cabinets should be locked and if employees leave their work desk, they should not leave keys in the locks. Furthermore, employees should use working tools provided by the employer and work clothes prescribed for the work performed.
 - 9) Employees are obligated to adhere to the generally binding legal regulations regarding the protection of secret facts, and maintain confidence regarding any confidential information whose disclosure could endanger or cause damage to the employer; this provision shall apply even after the termination of the employment relation.
 - 10) Employees are obligated to comply with legal regulations to ensure health and safety at work, principles of safe conduct and behaviour at workplaces and stipulated work procedures. In addition, further obligations concerning health and safety, stated in the Workplace Regulations and individual internal policies of the institutes, must be followed.
 - 11) Managers are obligated to manage and control the work and work results of subordinate employees, and assess their work performance and work results on a regular basis. They must organise work and all working activities of their subordinate staff in the best way possible, to create good working conditions and to ensure strict compliance with health and safety measures at work and fire protection measures.
 - 12) Managers are obligated to ensure that employees are remunerated in

accordance with internal wage regulations, wages are differentiated by employee performance and contributions to the final results, and managers are obligated to appreciate employee initiative and commitment.

- 13) Managers are obligated to ensure that the duties, arising out of regulations concerning work of subordinate staff, are complied with, that early and efficient measures are taken to protect the employer's property, and to report to relevant authorities any suspicion of criminal activities of employees performed at work, or in connection with work, and suspicion that criminal activities were performed by third parties to the detriment of the employer's property. In addition, they are obligated to arrange for regular health and safety and fire protection training, to inform their subordinate staff about the requirements for working with tools etc. necessary for work, to teach them about legal and other regulations, and to ensure provision of necessary tools, equipment and personal protective aids. Managers are obligated to allocate work to employees in time, to ensure good technical condition of devices and equipment, and to ensure that employees learn about new regulations and working tools at workplaces.
- 14) Managers are obligated to know and ensure compliance with legal and other regulations concerning the work of employees reporting to them, in particular to lead employees to follow legal regulations concerning the work performed, to ensure that no legal regulations are violated and to ensure consequences if employees violate their work duties and legal regulations.
- 15) Managers are obligated to conduct all negotiations with their subordinates and other employees, following the rules of proper conduct, making sure that the dignity and personality of no individual is compromised, adhere to the principle of equal treatment, observe the ban on discrimination of employees or humiliation of human dignity.

Part IX.

WORK DISCIPLINE

Article 19

Work Discipline in accordance with these Workplace Regulations and Sanctions for Violation of Work Discipline

- 1) In accordance with the Workplace Regulations, work discipline refers to the breach of duties arising out of legal regulations concerning employees and the work performed. Work discipline also covers compliance with employee duties, arising out of respective provisions of legal regulations of these Workplace Regulations, and other internal standards of the employer.
The consequences of breaching work discipline are as follows:
 - a) reproach proceedings (written notification that notice might be served) in accordance with provisions of Section 52 Letter g) of the LC,
 - b) notice in accordance with Section 52 of the LC,
 - c) immediate termination of employment pursuant to provisions of Section 55 Paragraph 1 of the Labour Code.

- d) if the employee is in a trial period, employment will be terminated during the trial period.
- 2) A notice or immediate cancellation of employment is prepared by the Human Resources department and signed by the BC Director, the Institute Director, or Head of TAS. Breach of work discipline must be discussed with employees.
- 3) The criterion for evaluating the level of intensity of the breach of work discipline, i.e. if the breach was less serious, serious or gross, is mainly the form and severity of the employee's blame (negligence or intention), circumstances under which the offense occurred, motives, job position, the amount of damage caused, or severity of other detriments caused to the employer or employees.
- 4) The following, in particular, is considered serious breach of work discipline:
 - a) a physical attack on other employees or a third party on the employer's premises,
 - b) unexcused absence,
 - c) repeated violation of health and safety regulations and fire protection regulations, and the policy on public procurement, providing the employees was notified accordingly in writing,
 - d) violating the ban on smoking at the BC workplaces,
 - e) unauthorised departure from the workplace and insufficient use of working hours,
 - f) damaging employer's and employee's property, not securing their property against theft,
 - g) stating false details in the log of arrivals and departures (attendance sheets),
 - h) fraudulent non-compliance with work tasks within the set deadlines and corresponding quality.
- 5) The following, in particular, is regarded as gross violation of work discipline:
 - a) corruption behaviour,
 - b) falsification of institution documents,
 - c) intentional distortion of documents for the management,
 - d) intentional distortion and falsification of research results,
 - e) repeated refusal to comply with justified orders issued by the employee's line manager,
 - f) intentionally committed criminal offense against the property of the institution or other employee,
 - g) unexcused absence for 3 consecutive working days (regardless of time off),
 - h) using alcoholic beverages and narcotics at the workplace, coming to work under their influence,
 - i) any act contrary to good manners, damaging the reputation of the employer in a material way, and breaching the principle of equal treatment and ban on discrimination,
- 6) During repeated but less serious breach of work discipline, the employee must be informed about this fact in writing and also notified about the potential termination of employment by notice should work discipline be violated again, or if the shortcomings reproached are not removed.

Part X.

EMPLOYEE CARE

Article 20

Working Conditions

The employer is obligated to create working conditions for employees that enable safe performance of work and to arrange for medical care for employees in accordance with special legal regulations.

Article 21

Professional Development of Employees

The employer cares for professional development of employees. This care includes, in particular: training and induction, work experience of school graduates, furthering qualifications, increasing qualifications.

Part XI.

COMMON PROVISIONS

- 1) Limitation of rights and obligations is governed by provisions of the Civil Code.
- 2) Written documents can be delivered to the employer via line managers, or middle management or the Human Resources department. If requested by employees, the employer shall confirm the acceptance of written documents in writing. Written documents can be delivered to the employer to the registered office of the institution using postal services.

- 3) The employer delivers all documents concerning the origin, changes and termination of employment or work agreements for work performed on a non-employment basis, suspension notices for top managers, written documents concerning remuneration and other documents stated in provisions of Section 314 Paragraph 1 of the LC for the attention of the respective person, either to the workplace, flat or the place where he/she can be reached, or via a postal services provider. Other forms of deliveries, using the network or electronic communications, are determined by provisions of the LC.
- 4) Employees will be notified about the outcome of their complaints within 30 calendar days from filing the complaint.

Part XII.

FINAL PROVISIONS

- 1) The relations between the employer and employees of the BC not set forth by these Workplace Regulations are governed by the LC and other generally binding legal regulations, or separate internal regulations and BC policies that must not be at variance with these Workplace Regulations.
- 2) The Workplace Regulations are issued in writing and become effective on the day stated. The employer is obligated to inform employees about the fact that regulations were issued, amended or cancelled no later than within 15 days.
- 3) Changes and amendments to the Workplace Regulations of the BC are issued by the BC Director in writing after the prior consent of the trade union and discussion in the BC Board.
- 4) The Workplace Regulations of the BC are available at the secretariats of the organisational units of the BC, from the chair of the Trade Union Organisation of Scientific and Research Staff of the Entomological Institute of the BC (hereinafter TU SRS) and on internal www pages of the BC.
- 5) The Workplace Regulations of the BC were approved by the TU SRS in accordance with Section 306 of the LC on 28/6/2013 and by the BC Board on 28/6/2013.
- 6) These Working Regulations of the BC become effective on 17/7/2013.
- 7) These Working Regulations fully replace the Workplace Regulations dated 31/8/2007.

České Budějovice, dated 10/7/2013

Ing. Helena Musilová
Chairperson of TU SRS

prof. Ing. Miloslav Šimek,
CSc., BC Director

prof. RNDr. Tomáš Scholz, CSc.
Chairman of the BC Board