

COLLECTION OF DECISIONS AND ORDINANCES OF THE UNIVERSITY OF SOUTH BOHEMIA IN ČESKÉ BUDĚJOVICE

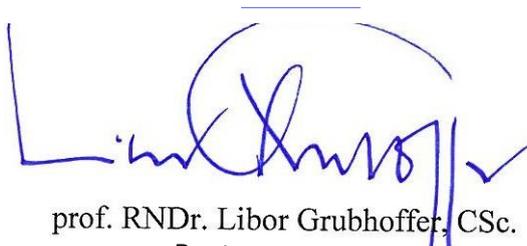
Number: R 238

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Ordinance of the Rector of the USB, issuing The Conditions of Employment of the USB

In accordance with Article 3, paragraph 2 of the Statute of the USB, I am issuing the Conditions of Employment of the University of South Bohemia in České Budějovice, annexed to this measure.

This ordinance repeals the USB Rector's ordinance R 110 from 14.4.2008.



prof. RNDr. Libor Grubhoffer, CSc.
Rector

Revised by: Mgr. L. Špírková, Ing. I. Hájek, Bc. T. Klimpera

Distribution: USB management, Deans of USB Faculties, Directors of USB components, USB HR department

CONDITIONS OF EMPLOYMENT

of the University of South Bohemia in České Budějovice

Preamble

In order to successfully perform the tasks of the University of South Bohemia in České Budějovice (hereinafter referred to as "the USB") and to ensure internal order, the Rector of the University issues, in accordance with Section 306 of the Labour Code, these Conditions of Employment which shall be used and interpreted with respect to democratic principles and full provision of the human rights of each individual. The USB is a non-political organization where citizens can be employed regardless of their political or religious beliefs and where the principal criteria for evaluating each Employee are their performance, expertise, degree of their endeavour to ensure USB prosperity, the continued study to increase their expertise and their moral integrity.

Part I. – Definition of Selected Terms

- a) Employee – a natural person eligible as an Employee to hold rights and obligations in employment relationships, as well as the ability, by their own actions, to acquire these rights and take on those obligations. This ability is obtained by reaching 15 years of age. Another condition for entering into an employment status is completion of the compulsory school attendance.
- b) Juvenile Employee - for the purposes of the Labour Code (hereinafter referred to as "LC"), a juvenile Employee is a person under the age of 18.
- c) Employer - a natural or legal person who provides employment to a natural person.
- d) A Managerial Employee - an Employee who, at different levels of management, is empowered to set and delegate work assignments on subordinate staff, to organize, manage and control their work, and to provide them with binding instructions for doing so.
- e) A person authorized to act in employment relations - on behalf of USB, the persons authorised to carry out legal procedures in employment relations are the USB Rector, Deans of Faculties and Directors of other USB components. Other Employees may engage in legal acts in employment relations only on the basis of a written mandate and to the extent determined thereto. This mandate can be granted by the Rector, Deans of Faculties and directors of other USB components within the scope of their authority provided by the Higher Education Act and other organizational regulations.

Part II. – General Provisions

- a) The Conditions of Employment are binding for the whole USB and all its Employees who hold an employment status. For Employees working for the USB on the basis of non-employment agreements, these Conditions of Employment apply unless stipulated otherwise in the concluded agreement.

The Conditions of Employment further elaborate some provisions of the Labour Code within the environment of the university and include the necessary elements for fulfilment of the Employer's information duty pursuant to Articles 34 and 37 of the Labour Code which are not directly detailed in the Contract of Employment. If there is an area of the employment relations not directly governed by the Conditions of Employment, the USB shall apply a general procedure based on the valid legislation in these matters.

- b) The Employer is obliged to ensure equal treatment of all Employees with regard to their working conditions, including remuneration for work and other financial benefits, training and the opportunity to achieve a functional or other career advancement. Any discrimination according to the definition of discrimination as stipulated by the law, whether direct or through deeds which may lead to discrimination in its consequences, is prohibited. Restrictions resulting from the conditions and requirements of a specific job, if their fulfilment is a prerequisite for the performance of thereof or for health and safety of the Employee, are not considered discrimination.
- c) Abuse of one's rights when fulfilling the obligations arising from the employment status to the detriment of another person or for humiliation of their human dignity is prohibited. Humiliating one's dignity means any undesirable behaviour that is inappropriate or offensive or can be legitimately perceived as a condition to make a decision affecting the exercise of rights and obligations arising from an employment status.
- d) Employers may not penalize or disadvantage an Employee in any way for their lawful claim of their rights and claims stemming from their employment status.

Part III. - Employment

1. Conditions for entering into an Employment Relation with an Employee

It is permissible to enter into an employment relation with a person, who:

- a) is a citizen of the Czech Republic, an EU national, a citizen of another state with a valid long-term or permanent residence in the Czech Republic,
- b) meets the qualifications requirements and is competent to perform the prescribed activity,
- c) provides a structured professional CV,
- d) provides a certificate of a medical entry check,
- e) undergoes a Criminal Records Check and provides a certificate of thereof not older than 3 months if the person authorised to act in employment relations decides that such is necessary, in view of the nature of the position to which the applicant is admitted,
- f) fills and submits other documents as requested by the Employer,
- g) certifies the required personal data by providing:

- an identity card, a travel document, a residence permit in the Czech Republic,
- evidence of formal qualifications, experience and scientific and publishing activities if applicable,
- a certificate of employment from their previous Employer issued at the end of the employment (reckoning of the period of employment for the purpose of calculating the annual leave, wage deductions etc. in accordance with Section 313 of the LC),
- confirmation of the type of pension granted if applicable,
- documents necessary to apply the non-taxable amounts to the income tax base from dependent activities and function benefits of natural persons.

Within 10 days of the start of the employment at the latest, the Employee will be issued with their written job description.

2. Commencement of Employment

- a) The employment relation between the Employer and the Employee is based on a written Contract of Employment and commences on the date agreed in the Contract of Employment as the date of commencement of work.
- b) The Contract of Employment is on behalf of the Employer concluded by a member of staff authorized to do so. The Contract of Employment must be signed by both parties on the date of the Employee's first day at work at the latest. Without a signed Contract of Employment, the Employee may not start work.
- c) To conclude a Contract of Employment with a juvenile Employee, a statement from their legal representative must be obtained.
- d) Closing an employment relationship between spouses or partners is governed by the valid version of the LC.
- e) The Contract of Employment is drawn up by the HR Department in two original copies, upon signing by both parties, one copy is issued to the Employee and the other is filed in the Employee's personal file at the HR Department.
- f) The Employer may withdraw from the Contract of Employment if the Employee does not start working on the agreed day unless there was an obvious hinderance or unless the Employer is informed of the hinderance within 7 calendar days.
- g) The Contract of Employment shall state:
 - the Employer's name,
 - name, surname, academic degree, Personal Identification Number and place of residence of the Employee,
 - type of work (position) the Employee is admitted for,
 - place of work,
 - first day of employment,
 - ID issue number or a residency permit number for foreign Employees,
 - Employee's consent to business trip assignments,
 - consent to using the Personal Identification Number in employment documents,
 - other agreed conditions.

- h) When negotiating a fixed-term contract, the date of termination of the employment (specific date, completion of certain work, return from maternity leave, etc.) must be clearly indicated in the Contract of Employment.
- i) An Employee may not perform another work that is equally classifiable with the same Employer in another employment.
- j) The job applicant must be introduced to their rights and obligations, the Collective Agreement, the Conditions of Employment, legal and other regulations ensuring the health and safety at work that they have to observe, the internal regulations and the adaptation plan before the commencement of their employment.
- k) The Employer shall issue the Employee within one month from the commencement of the employment with a document, so-called Declaration, which states the length of the annual leave entitlement or the method of determining thereof, the notice period, the wage and remuneration information, wage maturity, the place and method of salary payment, weekly working hours and their schedule and information on the Collective Agreement governing the Employee's working conditions. This document shall be provided to the Employee by the HR Department or an authorized managerial Employee; such document is not issued to Employees contracted for less than one month.
- l) Conclusion of agreements for work carried out outside employment relations is governed by the applicable LC.
- m) Statements of employment, income, etc., which are not automatically issued under valid legislation, are issued by the HR Department only at the Employee's own request, and within 5 working days.

3. Appointment of Academic Staff

- a) Members of academic staff are appointed on the basis of a recruitment process. The recruitment process may be waived in cases of renewal of employment with an academic staff member for a position currently held by them.
- b) Details of the recruitment process for academic staff are set out in the relevant USB internal regulations.

4. Termination of employment

- a) A proposal for termination of employment by agreement, notice, immediate termination of employment or termination of employment in the probationary period shall be provided by the Employee in writing, delivered in person to their line manager, who shall confirm the receipt and the date of thereof. Delivery can also be made by mail to the relevant Faculty or USB component address. The line manager is obliged to pass the document to the HR Department.

- b) The Employer may terminate an employment only under the conditions stipulated by the generally binding legal regulations and in accordance with certain provisions of these Conditions of Employment.
- c) The notice period is governed by the relevant provisions of the LC. During the notice period, the Employee is obliged to perform the work specified in the Contract of Employment. The line manager is entitled to limit the Employee's competence or provision of information to such Employee, taking into account the nature of the reasons for their termination of employment.
- d) Upon termination of employment and upon termination of contracted works carried out outside of employment, the Employer is obliged to issue a Certificate of Employment to the Employee stating the details stipulated by the procedural legal regulation as well as other documents concerning the Employee's personal data.
- e) If an Employee requests an Employee Performance Report, the Employer is required to issue such within 15 days. However, the Employer is not obliged to issue this document earlier than two months before the termination of the employment. Employee Performance Report includes all documents relating to assessment of the Employee's work, their qualifications, abilities and other facts relevant to their work performance.
- f) If the Employee does not agree with the content of the Employee Performance Report or the Certificate of Employment, they may appeal to the court to impose on the Employer the duty to amend these accordingly within three months from the day they became aware of the content of these documents.
- g) Both the Employer and the Employee may appeal to the court regarding invalidity of a notice, immediate termination, termination of the employment during the probation period or termination of employment by agreement within 2 months of the date of the termination of the employment.
- h) Upon termination of employment, the Employee is required to compile a list of unfinished work tasks and to inform their line manager about the status of their workload and any tasks that need to be dealt with in the near future. Furthermore, the Employee is obliged to return any personal and work equipment and other items belonging to the Employer and a to duly complete and confirm the Employee Exit Document. For Employees with material liability, an inventory of the entrusted assets will be carried out. A report on the transfer of tasks, return of items, settlement of obligations and inventory of the entrusted assets shall be made, one copy of which shall be issued to the Employee. The provisions of this point also apply to the termination of an Agreement to Perform Work.
- i) An Employee whose employment is terminated by the Employer's dismissal for reasons stated in Section 52 (a) to (c) of the LC or by an agreement based on the same reasons, shall be entitled to a compensation at the amount stipulated by the LC in its current version.

5. Transfer of agendas and work equipment

- a) Before a termination of employment, a permanent transfer to another position, commencement of maternity leave, or when the Employee is otherwise relieved

from work at their current job, the Employee is obliged to put the agenda they have been dealing with in such a state that it can be taken over by a designated Employee and smooth uninterrupted operation is ensured. This in particular concerns the official stamps and all documents, inclusive of data and information stored on any IT equipment. A written report of this transfer must be drawn up and signed by both the transferring and receiving Employee.

- b) In justified cases, in accordance with the applicable legislation, the Employee, at the Employer's request, shall be subject to an exit medical examination prior to the termination of employment.
- c) If the Employee has been provided any personal protective equipment or property belonging to the University, they are obliged to return these before termination of their employment, in condition corresponding to their usual wear and tear. The relevant organizational unit is obliged to keep records of providing and returning protective equipment and other University assets.
- d) If the Employee was given other mandates in addition to those stemming from their employment position allowing them to act externally on behalf of the University and these did not cease by the dismissal, termination or change of employment (e.g. the right to sign money orders, negotiating mandate etc.), it is the responsibility of the person who had authorized these mandates to withdraw them and to ensure that the relevant certificates and documents are returned by the Employee.

6. Employee's Personal Data Protection

The Employer is entitled and obliged:

- a) to obtain information of personal nature only to a reasonable extent linked to the purpose of the employment, with a written consent of the Employee,
- b) to update the information provided by the Employee,
- c) to ensure the protection of Employee's personal data from access of unauthorized persons and from any abuse; only the Employee's superior is eligible to access the Employee's personal file,
- d) to ensure proper archiving of personal data of former Employees.

Only the following external authorities may access personal data:

- a) authorities competent to monitor compliance with the Labour Code,
- b) bodies involved in criminal proceedings.

Part IV. - Rights and Obligations of Employees

1. Basic Obligations of Employees

For efficient operation of the University, the Employees are in particular obliged:

- a) to make every effort to work according to their best ability for the benefit of the University,

- b) to consistently adhere to the generally binding legal regulations, the internal regulations of the university, to execute the superior's orders and other tasks conscientiously, with their own initiative, in a timely manner and in mutual cooperation with other Employees,
- c) to continuously improve (maintain or renew) their qualifications required to perform their work as agreed in the Contract of Employment and if lacking anything in the provision of working conditions immediately notify their supervisor,
- d) on the superior's request to take part in a training enhancing their qualifications,
- e) to observe and duly make the best use of the set working hours,
- f) to maintain order at the workplace, to properly manage the resources entrusted to them by the university, to guard all property from damage, loss, destruction and abuse and not to act in contradiction with legitimate interests of the Employer,
- g) to fulfil their obligations regarding prevention of damage, especially to act in such a way as to prevent damage to health or property or unjust enrichment, and to notify the line manager or other senior Employee of any imminent danger,
- h) taken action to avert any damage to the Employer, if such intervention is necessary and the Employee is not hindered by important circumstances; such being a threat to one's own person, threats to other Employees, or one's close person,
- i) to guard official stamps, if they were entrusted such, from loss and misappropriation, and in cases of loss, theft or misappropriation immediately inform their supervisor who, depending on the nature of the case, shall take appropriate measures,
- j) not to make personal use of the Employer's operational and work resources, including IT or telecommunication equipment without a written consent of the Employer,
- k) to secure their and their co-worker's personal property in the workplace to prevent their theft or damage; to deposit their overcoats and personal belongings normally brought to work exclusively at designated places (cabinets, work desks, or other lockable places designated by the superior). Items not normally brought to work (larger amounts of money, jewellery and other valuables) that cannot be kept on the person, should be stored with maximum vigilance in lockable places; the Employees are required to lock the premises where overcoats and personal belongings are stored, even during a short-term absence from these areas if none of their co-workers are present, and thus prevent free access to their workplaces,
- l) to comply with occupational safety and health regulations and fire protection regulations,
- m) to follow the orders and instructions of their line manager, or a higher superior, of which they notify the line manager without undue delay,
- n) to alert their superior if their instruction or order was contrary to valid regulations; in the event that the superior does not change their decision after this alert, immediately notify a higher superior in order for them to take other measures,

- o) to immediately notify their immediate line manager if they encounter hinderances to work and provide the reason for absence at the workplace,
- p) to immediately notify the relevant staff responsible for the management of this agenda of any changes in their personal circumstances such as marriage, divorce, birth or death of a family member, change of residence, circumstances relevant to insurance cover and income tax, altered capacity to work as well as other facts of importance to the employment - any fines and penalties resulting from not duly notifying the Employer of changes in personal circumstances will be passed on to the Employee,
- q) to provide only verified information regarding students and other persons,
- r) not to take advantage of potential Employee benefits and access to service information to gain personal benefit or to benefit others,
- s) not to accept any material or immaterial benefits from students and other persons, except for flowers and other small non-cash benefits, which can be considered an expression of appreciation of the Employee's conduct,
- t) to maintain confidentiality about facts learned in the course of their employment and which should remain confidential in the interest of the Employer,
- u) not to use alcoholic beverages and abuse any addictive substances in the Employer's premises or outside of these during working hours, not to enter under the Employer's premises under the influence of such substances and abide by the smoking ban in all the Employer's premises,
- v) to subject themselves to testing for alcohol or other addictive substances upon the instruction of a superior within a valid organizational structure,
- w) to participate in training in work safety, fire protection and occupational hygiene,
- x) to subject themselves to healthcare services provided by a designated healthcare provider.

2. Duties of the Senior Management

In addition to fulfilling the basic obligations of employees within the meaning of the LC and the relevant provisions of the organizational rules, the Managerial Employees at all levels of management are in particular obliged:

- a) to manage, organize and monitor the work of their Subordinate Employees in accordance with the valid legal and internal regulations, to lead staff to comply with the obligations arising from their employment and ensure that there is no breach or non-compliance with these.
- b) to regularly, at least once a year, evaluate the Employees' efficiency and performance and to appraise the initiative and work effort of their Subordinate Employees,
- c) to ensure that Employees are remunerated in accordance with the LC, to differentiate the Employees' wages according to their performance and their

contribution to the final work outcomes, while respecting the principle of equal pay for equal work and work of equal value, in accordance with the valid wage regulations,

- d) to fulfil towards Employees or their representatives the obligations regarding the right to information and negotiation of stipulated matters,
- e) to introduce Subordinate Employees to their rights, obligations and responsibilities and to define the specific scope of their work, to give them clear instructions and orders whilst applying appropriate methods of work and using the full extent of technical facilities available in their field of work to simplify, accelerate, improve and economize work,
- f) to create appropriate working conditions for Employees and to ensure compliance with all general and internal regulations of the University on the operation, organization and provision of occupational health and safety and fire protection and to carry out regular checks at all workplaces for this purpose,
- g) prior to the decision to employ or before recommending an applicant for employment, to assess their personality in a comprehensive manner, in particular with regard to their competency to successfully perform the activities assigned to them,
- h) to ensure effective use of working hours and, in the light of the tasks set, to provide a working hours schedule,
- i) to provide opportunities for improvement of the Employees' expertise,
- j) to lead employees to fulfilment of their obligations and to draw consequences for breach or neglect of work obligations,
- k) to ensure that Subordinate Employees adequately represent the University by their demeanour and behaviour,
- l) to take decisions in particular on matters of a fundamental nature (e.g. workplace facilities, further training of Employees, foreign travel, etc.) in such a way as to avoid any damage of the University assets and ensure that these decisions are consistent with the overall interests and needs of the University,
- m) to ensure the adoption of timely and effective measures to protect University assets,
- n) to constantly seek out talented Employees, to enable them to grow professionally and to bring them to their superiors' attention,
- o) to provide training on occupational safety, fire protection and occupational hygiene.

3. Employees' Rights

Besides the rights stipulated by the LC, the Employees have the following rights:

- a) to ask for an explanation of the calculation of their wages and the opportunity to see the wage regulations,
- b) to reimbursement of expenses incurred in connection with performance of their

work, in particular travel and other compensation, in accordance with the applicable regulations,

- c) to receive information regarding the main direction of development of the University, changes in the University management staff, as well as other information fundamentally affecting the operation of the University; this right to the information referred to in Sections 276, 278 to Section 280 of the LC is provided for through the website of the USB and its components, where this information is continuously published,
- d) to view their Employee Performance Assessment and raise and discuss objections against its content if applicable,
- e) upon commencement of employment, the Employee must be made aware of the relevant occupational health and safety regulations, as well as all the measures taken by the USB in this field and comply with them during their employment.

4. Social Welfare of Employees

- a) The Employer provides appropriate working conditions for Employees in order to ensure the performance of their work in high-quality, cost-effective and safe way, and in such a way that their work positively influences their professional development, as set out in the applicable Collective Agreement and other internal regulations.
- b) The Employer shall cover the costs of necessary initial and periodic medical examinations of staff and provide their staff with financial contribution towards one main meal per day.
- c) The Employer provides their Employees, in accordance with the Collective Agreement and at their request, personal sick leave due to a short spell of ill health, without the need to certify this by a doctor's certificate, irrespective of annual leave already used, to the extent stipulated by the applicable Collective Agreement. The Employee shall immediately notify their line manager, for example by telephone, of such sick leave, and, upon returning to work, submit the application for sick leave on a form available on the USB web site. Employees are entitled to full pay for the sick leave period.
- d) In accordance with the Collective Agreement, the Employer provides their Employees with the option of an unpaid short-term leave of up to 15 days during a calendar year, unless serious operational reasons prevent this. Employees who take unpaid leave on their own request pay their general health insurance premiums during such leave themselves.
- e) In accordance with the Collective Agreement, the Employer provides training or further study for Employees to increase their qualifications on the basis of a written agreement.
- f) In the event of an Employee's death due to an accident at work or an occupational disease, and in the event of lasting effects following an occupational accident not caused by an Employee, the Employer shall provide the Employee or their family members compensation in accordance with the applicable provisions of the LC.

5. Private Business Ban on USB Premises

Pursuant to the provisions of Sections 19 and 20 of Act No. 111/1998 Coll., On Higher Education Institutions:

- a) USB Employees are prohibited from running a private business and any other business activities at the USB inclusive of its organizational units; Employees may not use the USB facilities, including university equipment for such activities,
- b) in the course of private business activities of USB Employees, it is forbidden to use and provide the USB phone numbers or address of the USB and its organizational components as a contact point of private business activities,
- c) if an Employee wishes to engage in a paid activity which is identical to that of the Employer, they are obliged to apply for a written consent of their Employer and to proceed in this matter pursuant to Section 304 of the LC; this provision exempts scientific, pedagogical, journalistic, literary and artistic activities.

6. Consequences of Breach of Employment Obligations

Fulfilment of employment obligations is one of the basic prerequisites for the successful operation of the University and the protection of its legitimate interests. It primarily lies within qualified, active and consistent fulfilment of work tasks and in the expert use of knowledge and skills.

In the event of a breach of employment obligations, taking into account the circumstances and the gravity of each case and the concerned Employee's account of events, one of the following measures will be applied whilst observing the time-limits and deadlines stipulated in the LC:

- a) the Employee's line manager shall discuss the breach of their employment obligations with the Employee and inform them of their misconduct,
- b) the Employee's line manager or another superior Employee according to the valid organizational structure shall discuss the breach of their employment obligations with the Employee and inform them of their misconduct in front of the staff of the organizational unit,
- c) the senior Employee authorized to act in employment relation matters, shall on the Employer's behalf issue the Employee with a dismissal on the account of a serious breach of the obligations arising out of the legislation relevant to the Employee's work pursuant to the provisions of Section 52 letter g of the LC, after discussing the matter with the trade union,
- d) the senior Employee authorized to act in employment relation matters, shall immediately cancel the contract of employment with the Employee in accordance with the provisions of Section 55, paragraph 1, letter b of the LC, after discussing the matter with the trade union.

At the same time of applying the ordinance under (a) and (b), the Employee shall be given a written notice of the possible employment termination due to the breach of employment obligations. Depending on the nature of the breach, especially if the case requires a more detailed investigation, the Employee responsible for dealing with the case may set up a committee as their advisory body.

Part V. – Working Hours, Rest Periods and Record of the Working Hours

- a) The set working hours are 40 hours a week. This number does not include a meal or rest break.
- b) The Employer is obliged to provide Employees with a meal and rest break of at least 30 minutes after 6 hours of continuous work.
- c) The working hours of Employees working in a three-shift and continuous operation regime are 37.5 hours a week, in a two-shift working regime 38.75 hours a week.
- d) For an Employee under the age of 18, the length of a shift on each day may not exceed 8 hours, and the total working time must not exceed 40 hours a week even in the Employee is employed by more Employers. The juvenile Employee shall provide the HR department with timely information on the commencement (extension) of dependent work for another Employer for the duration of the employment relationship with USB.
- e) Working hours shorter than stipulated in Section 79 of the Labour Code may be negotiated only in writing in the Contract of Employment. Employees are entitled to a wage corresponding to these shorter working hours.
- f) There are three types of working hours patterns: evenly distributed,
unevenly distributed,
flexible working hours.

Scheduling the working hours patterns and determining which Employees these apply to is the responsibility of the Rector, Deans of the relevant Faculties and Directors of USB components.

- g) An Employee may apply for an exception from the set working hours on a set form, available on the USB website in the section called Valid Rector's ordinances. The application for an exception is granted by the Employee's line manager.
- h) A request for shorter working hours from an Employee caring for a child after the completion of compulsory education or caring for a person dependent on the care of another person (according to Act No. 108/2006 Coll., as amended and its implementing Decree 505/2006 Coll.) shall be granted. With reduced working hours, the salary is reduced proportionally according to generally valid regulations.
- i) Working hours, overtime, on-call time, work in dangerous work environment and night work must be recorded on an individual working hours record sheet which must be submitted to the HR Department by the third calendar day of the following month for to be used as a basis for calculation of wages and for archiving. The Rector, Deans of the Faculties and Directors of other USB components, in accordance with the Rector's Ordinance and the applicable Collective Agreement, will record and adjust the working hours of Employees, the beginning and end of the working hours, meal and rest breaks and the place where the Employee's working hours begin. The Employee is entitled to see the record of their working hours.
- j) Overtime work and work on days of rest can only be ordered by the Employer on an exceptional basis and in accordance with the conditions set out in the LC and the applicable Collective Agreement.

Part VI. - Annual Leave

- a) Employees who meet the statutory conditions for annual leave are entitled to the leave to the following extent:
 - academic staff - 8 weeks
 - other staff - 5 weeks
- b) The Employer is obliged to designate the leave to the Employee in such a way that the leave would be taken within the calendar year in which they are entitled to it unless the Employer is hindered from doing so by obstacles on the Employee's behalf (temporary incapacity for work, maternity leave, parental leave) or by some urgent operational reasons.
- c) The Employee is obliged to take their leave within the calendar year in which they are entitled to it. Exceptionally, in cases where the Employee could not use the leave for urgent operational reasons or for personal and civic reasons (temporary incapacity to work, maternity or parental leave), the possibility of taking the leave after the end of the relevant calendar year is granted if the leave is taken by the end of the following calendar year.
- d) The Employer is obliged to set the leave dates after the termination of the aforementioned personal and civic reasons in writing 14 days before the date of commencement of this leave.
- e) If the leave dates have not been set by 30 June of the following calendar year at the latest, then the Employee has the right to set these dates for themselves.
- f) The Employee is obliged to notify the Employer of their leave dates in writing on a set form, available on the USB Website, at least 14 days in advance, unless the Employee has arranged otherwise with the Employer. Upon signature by the supervisor, the Employee is obliged to submit the approved form to the HR department without delay.
- g) The Employer shall provide the Employee with leave in accordance with the applicable Collective Agreement.
- h) During the leave period, the Employee is entitled to a wage compensation equal to the average earnings. Upon termination of the employment relationship, the Employer is obliged to provide the Employee with a compensation for wages for any unused leave.
- i) The dates of annual leave are determined by the Employee's line manager in accordance with the Conditions of Employment and the leave schedule. A draft of the annual leave schedule is prepared by managerial Employees by 30th June of the current calendar year. When determining the annual leave schedule, the Employer's operational reasons and legitimate interests of the Employee must be taken into account. After a prior approval of the trade union, the leave schedule is approved by the Head of the Department, who may, exceptionally, for important operational reasons, decide on a different date of commencement of an Employee's leave than the one stated in the annual leave schedule.
- j) Application forms for annual leave and personal sick leave are available on the USB website.

Part VII. – Incapacity for Work for Personal and Civic Reasons

- a) The Employee is obliged to certify their incapacity for work and its extent in advance. When this is not possible then without any undue delay after the occurrence of the incapacity.
- b) The Employee is required to apply for a leave caused by their incapacity for work to their line manager. The incapacity and its duration are usually substantiated by the Employee providing a relevant certificate issued by the relevant institution.
- c) Incapacity on the part of the Employee for reasons of general interest as stipulated by the LC provisions shall be dealt with in accordance with generally binding legal regulations and the Employee shall prove that these activities cannot be performed outside the working hours.
- d) If an Employee has been temporarily recognized as incapacitated for illness or injury, they are obliged to notify their supervisor immediately (if the state of their health so permits) and submit the relevant doctor's certificate within 3 days. In case of a long-term incapacity, the Employee is obliged to submit a Certificate of Continuation of Incapacity for Work. Similarly, on set forms, the Employee claims entitlement to sickness insurance benefits or other claims under specific legal regulations. If the Employee does not submit a Certificate of Continuation of Incapacity for Work by the last day of the month, there is a risk of the relevant benefits not being paid to them at the next payday.
- e) Significant situations granting Incapacity for Work, the persons entitled to time off for these reasons and the extend of the leave are listed in an Annex to the Government Regulation No. 590/2006 Coll.

Part VIII. – Business Trips

- a) The Employer may send Employees on a business trip of a duration as necessary if this has been agreed in the Contract of Employment or an Agreement to perform jobs outside of employment.
- b) A line manager sends an Employee on a business trip under the conditions stipulated by generally binding legal regulations and in accordance with the contractual arrangements between the Employee and the Employer set out in the Contract of Employment.
- c) The line manager decides on the Employee's business trip assignment in advance by signing the prescribed Travel Order form. In this decision the following is set:
 - the place of work during the business trip,
 - the day of commencement and termination of the business trip,
 - the form of transport to be used,
 - for overnight business trips, the form of accommodation (type of accommodation and the maximum price),
 - any advance on travel allowances and spending money.
- d) The Employee is obliged to report on the progress and the outcomes of the business trip to the line manager who had sent them there within 3 days after returning from the trip. At the same time, they are required to account for the

business trip expenditures.

- e) Reimbursement of the costs incurred by Employees in connection with a business trip is governed by applicable laws and regulations and Internal Regulations of the USB.
- f) The supervisor of the workplace of the Employee assigned a business trip is responsible for provision of the teaching on behalf of this academic Employee.
- g) The Employee may not carry out a business trip by another means of transport (in particular a passenger car) than the one stipulated by the Employer.

Part IX. – Pay and Remuneration

- a) Remuneration of Employees for the work duly performed is provided on the basis of valid USB payroll regulations.
- b) The Employee is acquainted with the amount of pay and other remuneration claims on the basis of a pay sheet which is part of the Contract of Employment.

Part X. – Liability for Damage

The Employee is liable to the university:

- a) for any damage caused by a breach of an obligation of their work or in direct connection with the performance of their work,
- b) for failing to fulfil the obligations concerning prevention of damage,
- c) for any deficit in the entrusted assets that the Employer is obliged to charge for,
- d) for the loss of tools, protective equipment and other similar items that the Employer entrusted to the Employee upon a written confirmation.

Agreements on Material Responsibility¹ must be concluded with Employees who, in the course of their work, exclusively use the entrusted assets for the whole period they have been entrusted with them for. An Employee who refuses to enter into an Agreement on Material Responsibility for the assets entrusted to him, while managing them is a part of his job, cannot perform this job; this substantiates a reason for an agreement on transfer to another job, or for employment termination according to Section 52 letter f of the LC (non-compliance with requirements of due performance of agreed work not caused by the University). Depending on the conditions of a particular workplace, the Employees can enter into a Collective Agreement on joint material responsibility.

The University is required to claim compensation for damages caused by the Employee.

¹ Material Responsibility Agreements:

- a) Agreement on Responsibility for the Protection of the Assets Entrusted to Employees with the Obligation to Account for these Assets in accordance with Sections 252 to 254 of the LC;
- b) Confirmation of Receipt of Assets pursuant to Section 255 of the LC;
- c) Agreement on Liability for Loss of Entrusted Items under Section 255 - 256 of the LC.

If it fails to do so, the person who did not fulfil this obligation is liable for the damage to the University. Notification of damages and the procedure for determining the amount of compensation to be paid to the Employee, or the manner and extent of its reduction, or a waiver of the claim for damages is within the responsibility of the Rector, Deans of Faculties and Directors of the USB components. The Employee should be notified of the amount of the damages claimed within one month of the discovery of the damage. The managerial employees of all organizational units are responsible to ensure that the damages do not become time-barred.

The University is liable to the Employee for damages caused:

- a) in the performance of work tasks or in direct connection with them while there was a breach of legal obligations or a deliberate action against decency and civic coexistence,
- b) as a result of an accident at work or an occupational disease,
- c) on items laid aside by the Employee during the performance of their obligations or in direct connection with them at a place designated for that purpose or at the place where these are usually deposited in accordance with the employment legislation; the University shall be relieved of this liability in whole or in part if it is demonstrated that the Employee has violated the provisions of these Conditions of Employment and other provisions on securing property against theft or damage,
- d) during the cause of prevention of damages.

The Employee shall report the damage in writing without undue delay to their line manager, in the event of damage to items laid aside within 15 days of the day the damage was discovered. The report shall indicate when and how the damage occurred and any other relevant information depending on the nature of the case, in particular any witnesses or other circumstances that would confirm the given details.

An Employee who witnesses an injury or first learns of an accident shall immediately arrange for medical treatment. The injured Employee, if able to do so, and every Employee who witnesses an accident or who first learns about it is obliged to inform the line manager of the injured person without undue delay.

The injured Employee's line manager or another designated Employee shall ensure investigation of the causes of the accident as well as other circumstances and immediate compiling an accident report based on the result of the investigation according to the generally binding legal regulations. They shall also ensure introduction of measures preventing such accidents in the future and checking compliance with them in the set deadlines. One copy of the occupational accident record will be issued to the injured Employee.

Part XI. - Reporting Emergency Situations

All statutory representatives of the USB components and all managerial staff of each workplace are required to promptly and accurately inform the Rector of the USB or his/her office of all events, where in particular the following occurred:

- a) a more serious injury to an Employee or student of the USB, both on and off

campus,

- b) medical rescue service was called to the USB,
- c) a fatal injury or a sudden death of an Employee or student on the USB premises,
- d) assault, burglary or theft that harmed an Employee, student, or university property,
- e) calling the police or an intervention from the police' own initiative at the USB premises,
- f) an explosion, fire or other natural disaster at the USB,
- g) a situation endangering the health and safety of USB Employees and students,
- h) calling the fire brigade or an intervention from the fire brigade's own initiative at the USB premises,
- i) an Employee or USB student have gone missing,
- j) suspicion of crime being committed by Employees or students of the USB,
- k) a leak of information.

The report must include a complete list of measures already taken, and any preliminary results of the investigation if applicable. The reporting obligation also includes the obligation to keep the Rector informed about further course of events, the progress of the investigation and the outcome and the termination of the investigation.

Part XII. – Substitution

- a) Managerial staff of all organizational units are obliged to organize a substitution for absent Employees. If an Employee leaves the University for a period longer than one month or upon termination of the employment, the Employee is required to compile a list of unfinished work tasks for their line manager. For Employees with material responsibility an inventory of the entrusted assets is carried out.
- b) In the event of an absence lasting more than 2 weeks, the substitution mandate must be produced in writing, stating:
 - the name and position of the substituted teacher and the substitute,
 - the scope of the substitution,
 - the period of the substitution,
 - the line manager's signature and signature of the substituted teacher.

Part XIII. – Final Provisions

- a) the managerial staff of all the USB components are obliged to ensure that the Conditions of Employment are made known to:
 - all University Employees,
 - new Employees at the time of joining the University.

A signed declaration of the new Employee's introduction to the Conditions of Employment shall be stored in their personal file.

- b) These Conditions of Employment come into force on the day of their issue by the Rector of USB.