

COLLECTIVE AGREEMENT

UNIVERSITY OF SOUTH BOHEMIA
IN ČESKÉ BUDĚJOVICE

2025 – 2027

COLLECTIVE AGREEMENT

concluded between the contracting parties:

University of South Bohemia in České Budějovice (hereinafter also referred to as the 'Employer' or 'USB')

Registered office: Branišovská 1645/31a, České Budějovice, 370 05

Company ID No.: 60076658

Represented by the Rector, prof. Ing. Pavel Kozák, Ph.D.

and

Coordinating Trade Union Board of the University of South Bohemia (hereinafter referred to as 'CTUB USB'), representing local organisations (hereinafter referred to as 'ZO'):

- ZO VOS Faculty of Education, USB, registered office at Jeronýmova 10, České Budějovice, reg. No. 1841, ID No. 72542896, represented by Jitka Pečlová;
- First Local Trade Union Organisation at USB, registered office at Branišovská 1645/31a, České Budějovice, 370 05, reg. No. 4122, ID No. 60076895, represented by doc. Ing. Jan Beran, PhD.,
- ZO VOS at the Faculty of Economics, USB, registered office at Studentská 787/13, České Budějovice, reg. No. 1840, ID No. 00677094, represented by Ing. Jiří Alina, Ph.D.

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1. Basic provisions

- 1.1. The collective agreement (hereinafter also referred to as 'CA') is concluded in accordance with Act No. 262/2006, the Labour Code, as amended (hereinafter referred to as 'LC'), Act No. 2/1991, on Collective Bargaining, as amended, and in accordance with other legal regulations, in particular Act No. 111/1998, on Higher Education Institutions, as amended (hereinafter referred to as the 'Higher Education Act').
- 1.2. This CA regulates individual and collective relations between the Employer and employees in the area of labour law, wage and social entitlements with the aim of creating and maintaining mutually satisfactory relations between the Employer and the trade unions operating at the Employer.
- 1.3. The CA is binding on the contracting parties and all employees of the University of South Bohemia in České Budějovice, regardless of their membership in a trade union. The CA applies to employees performing work on the basis of agreements on work performed outside of employment, unless otherwise specified in its specific provisions. Wage and other labour law arrangements governed by the Collective Agreement cannot be determined by the Employer or negotiated between the Employer and the employee in a different manner.
- 1.4. The Collective Agreement takes precedence over the internal regulations of the University of South Bohemia in České Budějovice in the scope of the obligations contained in this Collective Agreement.
- 1.5. This CA is concluded for the period from 1 January 2025 to 31 December 2027. If a new collective agreement does not come into effect at the Employer on the day following this date, the effect of this agreement shall be extended until the agreed effect date of the new collective agreement, but no later than 30 June 2028. This CA may be terminated no earlier than 6 months after its effective date.
- 1.6. The CA shall take effect on the first day of the period for which it was concluded. Either party may propose negotiations on amendments or additions to the CA, in particular in the event of changes in legislation affecting the rights and obligations governed by this CA. Amendments or additions to this collective agreement may only be made in writing by agreement between the parties. Proposals for amendments for negotiation by both parties must be made in writing by the proposing party. The contracting parties undertake to negotiate the proposal jointly within 30 days of its submission. In the event of a proposal to amend this agreement, the parties shall proceed as if concluding a new agreement.
- 1.7. The performance of the agreement shall be evaluated at a joint meeting of representatives of the parties involved at least once a year (no later than 1 November of each calendar year) or more frequently if requested by one of the parties. CTUB USB shall prepare minutes containing the conclusions of the evaluation. The minutes shall be published on the website of the trade union organisation (CTUB USB).

2. Cooperation between the contracting parties

- 2.1. The exercise of rights and obligations arising from labour relations must be in accordance with the law, in particular Section 6 of Act No. 89/2012, the Civil Code, and with good morals; no one may abuse these rights to the detriment of the other party to the contract, labour relations or employees.
- 2.2. Unless otherwise agreed, the following shall apply to the rights and obligations under this Article: In matters concerning USB as a whole or several constituent parts of USB, the Employer shall be represented by the USB Rector and the employees by the CTUB USB. In matters concerning only a specific part of USB that is not covered by any ZO, the Employer shall be represented by the head of that part and the employees by CTUB USB. In matters concerning

only a specific part of USB that is covered by a ZO, the Employer shall be represented by the head of that part and the employees by the relevant ZO.

- 2.3. The Employer shall inform CTUB USB/ZO in accordance with Section 287(1) of the Labour Code. Information shall be understood to mean the written or oral delivery of the necessary information to CTUB USB/ZO committees or the participation of the Employer's representative in meetings of CTUB USB/ZO committees.

The Employer shall inform the CTUB USB/ZO in particular:

- a) on wage developments, taking into account total wage costs, developments in average wages and their individual components, including a breakdown by individual occupational groups and the share of wage costs in non-investment expenditure, and the employee evaluation and remuneration system. The Employer shall provide these overviews to CTUB USB/ZO once a year, for the annual accounting period, by 15 March of the following calendar year;
- b) other matters pursuant to Section 279 of the Labour Code and fundamental changes prior to their implementation within the deadlines agreed between the Employer and CTUB USB.

- 2.4. The Employer shall discuss matters regulated by Section 287(2) of the Labour Code with CTUB USB/ZO. Discussion means negotiations between the Employer and CTUB USB/ZO, an exchange of views with the aim of reaching an agreement. During the discussion, CTUB USB/ZO has the right to receive a reasoned response to its opinion.

The Employer shall also discuss with CTUB USB/ZO:

- a) the Employer's economic situation;
- b) the latest status and structure of the workforce, the likely development of employment at the Employer, fundamental issues of working conditions and changes thereto, the Employer's intended structural changes, its rationalisation or organisational measures, measures affecting employment, in particular measures in connection with collective redundancies;
- c) changes to wage regulations;
- d) transfer of an employee to another job, if the employee does not agree to the transfer,
- e) termination or immediate cancellation of employment by the Employer;
- f) the amount of compensation for damages and the method of payment exceeding CZK 5,000 required from the employee;
- g) measures relating to collective adjustments to working hours, overtime, the possibility of ordering work on public holidays and night work with regard to occupational health and safety, the total amount of overtime work;
- h) unexcused absence from work (Section 348(3) of the Labour Code);
- i) issues in the area of occupational health and safety to the extent specified in Sections 101 to 106(1) and Section 108 of the Labour Code; the Employer shall implement measures to ensure occupational health and safety in cooperation with CTUB USB. CTUB USB shall be informed of operational accidents, emergencies and accidents at work and school;
- j) the method and amount of compensation for damage resulting from an accident at work suffered by an employee or from an occupational disease diagnosed in an employee.

The Employer is obliged to ensure that discussions take place sufficiently in advance and in an appropriate manner so that the CTUB USB/ZO can express their opinions on the basis of the information provided and the Employer can take them into account before implementing the measures. The maximum time limits for discussing the above issues between the Employer and the CTUB USB/ZO are as follows:

- points (a) and (c) 60 days
- letters (d) and (e) 7 days
- other points 30 days.

- 2.5. The Employer and CTUB USB/ZO shall jointly decide on:

- a) on the issuance and amendment of work regulations (Section 306(4) of the Labour Code);

- b) on termination by the Employer or immediate termination of the employment relationship of a member of a trade union body operating at the Employer during his or her term of office and for one year after its termination (Section 61(2) of the Labour Code).
- 2.6. The Employer shall submit written reports to the CTUB USB/ZO on the measures it has proposed to remedy the deficiencies identified by the CTUB USB/ZO during its inspection or to implement the proposals submitted by the CTUB USB/ZO on the basis of the inspection (Sections 321 and 322 of the Labour Code).
- 2.7. The Employer is obliged to grant CTUB USB members time off work with compensation in the amount of their average earnings (Section 203(2)(a) and (c) of the Labour Code) to the extent specified by law for the performance of trade union activities.
- 2.8. The Employer shall, at its own expense, create conditions and services for CTUB USB/ZO members to properly perform their activities, namely: it shall allow them to use office and computer reprographic equipment, telephone and computer networks, and free internet support (Section 277 of the Labour Code).
- 2.9. Members of local trade union organisations shall not be discriminated against or disadvantaged in their claims for the performance of their activities; nor shall they be given preferential treatment for the performance of their activities (Section 276(2) of the Labour Code).
- 2.10. The Employer or its authorised representative is obliged to participate in CTUB USB/ZO meetings if requested to do so in writing by CTUB USB/ZO.
- 2.11. CTUB USB/ZO shall support the Employer in the implementation of all measures leading to the modernisation and improvement of instruction, the scientific level of USB and the enhancement of its reputation both abroad and at home. They shall cooperate in implementing all measures that will lead to an improvement in the financial situation of USB, more efficient management, the creation of rational job opportunities and an increase in real wages.
- 2.12. Materials submitted for discussion and approval of the USB Academic Senate (hereinafter referred to as 'AS USB') dealing with wage and labour law issues, including changes to wage regulations, will be sent to CTUB USB at the same time as they are sent to AS USB.
- 2.13. Members of CTUB USB undertake to maintain confidentiality regarding information provided to them as confidential. This obligation shall continue even after the termination of their function.

3. Employment relations

The Employer shall comply with the principle of equal treatment and non-discrimination and the prohibition of interference with personal rights (e.g. humiliation of human dignity) arising from Section 16(2) and (3) of the Labour Code and other legal regulations.

A. Working conditions

- 3.1. The Employer is obliged to conclude a written employment contract with each employee, or an agreement on completing a job or an agreement on performing work, no later than on the day of commencement of work. The employment contract shall include the requirements specified in Section 34 of the Labour Code. The agreement on completing a job and the agreement on performing work shall include the requirements specified in Sections 75 and 76 of the Labour Code, respectively. Employees in an employment relationship shall be paid a salary in accordance with the Salary Regulations of the University of South Bohemia in České Budějovice (hereinafter referred to as 'MP') as amended.
- 3.2. The employment is for an indefinite period, unless its duration has been expressly agreed (Section 39(1) of the Labour Code).
- 3.3. The contracting parties hereby unanimously declare that, in accordance with Section 39(4) of the Labour Code, they have concluded an Agreement on a different procedure for the Employer when negotiating and renewing fixed-term employment. This agreement, the full text of which is published on the USB website, sets out, among other things, the rules for the Employer's

different procedure for negotiating and renewing fixed-term employment contracts and the group of employees to whom the different procedure will apply.

- 3.4. If the employment contract does not contain information on the content of the employment relationship, the Employer is obliged to inform the employee in writing, no later than seven days after the commencement of the employment relationship; the employee must be informed of any changes to this information without undue delay, but no later than on the day on which the change takes effect (Section 37(3) of the Labour Code). The information must contain the details specified in Section 37(1) of the Labour Code. If an agreement on completing a job or an agreement on performing work does not contain information about the content of the legal relationship established by the relevant agreement, the Employer is obliged to inform the employee in writing, no later than seven days from the commencement of work; the employee must be informed of any changes to this information without undue delay, but no later than on the day on which the change takes effect (Section 77a(2), second sentence, of the Labour Code). The information must contain the details specified in Section 77a of the Labour Code.
- 3.5. Upon commencement of employment, the Employer is obliged to familiarise the employee with the USB Work Regulations and with the legal and other regulations on occupational health and safety, which the employee must comply with in their work. The employee must also be familiarised with the collective agreement and internal regulations (Section 37(5), Section 77a(2), second sentence of the Labour Code).
- 3.6. The Employer may, by agreement, send an employee on a business trip for the necessary period of time (Section 42(1) of the Labour Code).

B. Working hours

- 3.7. The maximum weekly working hours are 40 hours (Section 79 of the Labour Code). In the case of agreements on work performed outside of employment, the restrictions on the scope of work arising from Sections 75, 76 and 78 of the Labour Code must be observed. The start and end of working hours, the start and end of meal and rest breaks and, where applicable, flexible working hours shall be determined by the Employer. In justified cases, individual adjustments to working hours may be permitted in agreement with the head of the relevant unit. Unless otherwise specified, it is assumed that the working hours of academic employees are individually adjusted.
- 3.8. Overtime and work on public holidays may be ordered by the Employer in accordance with the conditions set out in Section 91(2) to (4) and Section 93 of the Labour Code only in exceptional cases. Mandatory overtime may not exceed 8 hours per week and 150 hours per calendar year (Section 93(2) of the Labour Code). When determining the total amount of overtime, the Employer is obliged to comply with the relevant provisions of the Labour Code. Overtime may not be ordered for employees who have shorter working hours. Employees are entitled to wages and compensatory time off or a bonus in accordance with the Labour Code for overtime and work on public holidays.
- 3.9. For employees working in operations with unevenly distributed working hours, their average weekly working hours for a period of 52 consecutive weeks must not exceed the specified weekly working hours (Section 78(1)(m) of the Labour Code).
- 3.10. Employees caring for a child until the end of compulsory schooling or for a person dependent on the care of another person (pursuant to Act No. 108/2006, on social services, as amended, and its implementing decree No. 505/2006 Coll.), who request their employer for shorter working hours or other suitable adjustment of the specified weekly working hours, the Employer shall comply, unless there are serious operational reasons preventing this. With reduced working hours, wages are also reduced proportionally in accordance with generally applicable regulations.

C. Termination of employment

- 3.12. Employment may only be terminated in the manner specified in Section 48 of the Labour Code.
- 3.13. The Employer shall inform the CTUB USB/ZO in writing of any intended organisational changes that may result in collective redundancies. Together with the reasons for the changes, the Employer shall submit a list of vacant positions and a proposal for the possible further employment of employees affected by the termination of employment. These shall be provided to the CTUB USB/ZO no later than 30 days before the expected implementation of the changes. The CTUB USB/ZO shall have the right to comment on individual proposals.
- 3.14. Employees whose employment is terminated by notice given by the Employer for the reasons specified under Section 52 (a) to (c) or by agreement for the same reasons shall be entitled to severance pay upon termination of employment in the amount of:
- a) one time their average earnings if their employment with the Employer lasted less than 1 year;
 - b) twice their average earnings if their employment with the Employer lasted at least 1 year and less than 2 years;
 - c) three times his average earnings if his employment with the Employer lasted at least 2 years and less than 10 years;
 - d) four times his average earnings if his employment with the Employer lasted at least 10 years.

D. Recuperative leave and obstacles to work

- 3.15. Academic staff at higher education institutions are entitled to 8 weeks of holiday per calendar year, while other USB employees are entitled to 5 weeks.
- 3.16. The Employer shall allow an employee, in agreement with the head of the unit and in accordance with operating conditions, to take leave during school holidays if there is at least one school-age child under the age of 15 in their family for whom they demonstrably provide care.
- 3.17. In order to ensure the operation of children's summer camps, winter training courses or camps for persons with health or social disabilities, the Employer shall, pursuant to Section 203(2)(k) of the Labour Code, grant employees time off work to the extent necessary, unless prevented by serious operational reasons on the part of the Employer, but for a maximum of three weeks in a calendar year. During the period of such activity, the Employer shall fulfil the obligation to pay social security and health insurance contributions for the employees concerned.
- 3.18. The Employer shall grant employees in an employment relationship, at their request, time off work (sick leave) due to short-term illness without the need to provide proof of temporary incapacity for work and regardless of the amount of holiday leave taken, for a maximum of 4 working days per calendar year (always only full working days). Employees are entitled to wage compensation in the amount of their average earnings for this leave. This sick leave with wage compensation cannot be taken during the probationary period. Unused days cannot be carried over to the following year.
- 3.19. Short-term unpaid leave for a maximum of 15 working days in a calendar year shall be granted by the Employer to employees at their request, unless there are serious operational reasons preventing this. The decision to grant this leave shall be made by the head of the unit. Leave without pay exceeding 15 working days shall be decided by the USB Rector, Vice-Rectors, Bursar, Deans or Directors of non-faculty constituent parts of USB, depending on the employee's organisational position. A prerequisite for the granting of leave without pay is that the employee has used up their annual leave.
- 3.20. The Employer undertakes to grant, beyond the scope specified in the annexe to Government Regulation No. 590/2006, as amended, at the request of an employee in an employment relationship, leave with compensation in the amount of average earnings:

- a) 1 day for the employee to attend the wedding ceremony of the child of his/her spouse who lives or lived with the employee in a shared household (the employee shall prove this fact by means of a statutory declaration);
- b) 1 day for the employee to attend the funeral of a step-parent and an additional day if the employee is arranging the funeral of that person.

E. Qualification and retraining

- 3.21. Pursuant to Section 231 of the Labour Code, the Employer shall enable employees to study or undergo training for the purpose of improving their qualifications on the basis of a written agreement:
- a) for the Employer's needs, with compensation in the amount of average earnings and agreed costs associated with studies or training;
 - b) for the needs of the employee, the Employer shall release the employee for the necessary period, unless prevented by operational reasons on the part of the Employer, without wage compensation. In this case, the expenses associated with the studies or training shall be paid by the employee.

F. Employees with disabilities

- 3.22. In accordance with applicable legal regulations, the Employer shall create job opportunities for employees with disabilities at faculties and other parts of USB. In addressing this issue, the Employer shall cooperate closely with CTUB USB/ZO and the relevant regional branches or contact offices of the Czech Labour Office within whose jurisdiction the relevant unit falls.

G. Handling complaints, resolving labour disputes and procedures for resolving collective disputes

- 3.23. The Employer is obliged to discuss with the employee or, at the employee's request, with CTUB USB/ZO, any complaint made by the employee regarding the exercise of rights and obligations arising from labour relations. This does not affect the employee's right to assert their rights in court.
- 3.24. Employee complaints and disputes arising from the interpretation or non-fulfilment of obligations under this CA shall always be resolved first by the complainant's superior together with a representative of the ZO. If the dispute is not resolved within 30 calendar days of the date of delivery of the complaint, the dispute shall be resolved between representatives of the Employer and CTUB USB/ZO. A record of the resolution of this dispute must always be made and signed by all parties involved. This does not affect the employee's right to assert their rights in court.

4. Wages and remuneration

A. Salary components and salary compensation

- 4.1. The remuneration of USB employees is governed by generally binding legal regulations, the USB wage regulations and the provisions of this CA.
- 4.2. The application of new wage components, forms of wages and changes thereto, the determination of specific conditions for the provision of the relevant wage component and measures for the use of funds for wages shall be carried out by the Employer after informing the CTUB USB/ZO. These measures must be communicated at least 30 calendar days before their application.

- 4.3. An employee in an employment relationship shall be classified in the relevant wage class according to the type of work performed. The type of work performed shall be agreed in writing in the employment contract. An employee may be reclassified to another wage class in cases specified in the wage regulations or on the basis of a change in the agreed type of work. In the event of non-compliance with this provision, the reclassification to another wage class shall be invalid. The amount of remuneration from agreements on work performed outside the employment relationship shall be agreed in the relevant agreement with the employee.
- 4.4. Bonuses for overtime, night work, work on public holidays, work on days of rest, on-call duty and work in difficult working conditions are governed by the provisions of the Labour Code and the wage regulations in their current version.
- 4.5. The contracting parties primarily expect cashless payment of wages or other monetary benefits by transfer to the employees' personal bank accounts. When the monthly wages are settled, the employee shall receive a document in electronic (preferred method) or paper form (especially in the case of employees who do not have access to a computer network), which must contain information on the individual components of the wages or wage compensation and on any deductions made.
- 4.6. The Employer undertakes to ensure, at the request of an employee who is a member of the trade union organisation, the payment of membership fees by deduction from wages; deductions from other income within the meaning of Section 145 of the Labour Code are also considered deductions from wages.

B. Bonuses and contributions

- 4.7. The provision of bonuses by the Employer to employees is governed by the provisions of the wage regulations in their current version.
- 4.8. The Employer shall provide the employee in an employment relationship with the following bonuses:
 - a) CZK 5,000 upon reaching the age of 50, provided that they had been employed by USB for at least 5 years,
 - b) CZK 6,000 upon the first termination of employment in connection with the acquisition of entitlement to an old-age pension (including early retirement) or the granting of a third-degree disability pension due to employment, provided that the employee had been employed by USB for at least 5 years,
 - c) CZK 2,000 upon the birth of a child (to be documented by the child's birth certificate).
- 4.9. Employees employed by the Employer for less than the specified weekly working hours shall be provided with bonuses in proportion to the amount of their working hours. In the case of multiple employment relationships at USB, bonuses may be provided only up to a combined workload of 1.0.
- 4.10. Employees may also be granted other extraordinary bonuses.
- 4.11. The decision on the allocation of remuneration is made by the USB Rector, Bursar, Deans, or Director of non-faculty constituent parts of USB, depending on the organisational position of the employee.

5. Occupational health and safety (OHS)

- 5.1. The Employer's obligations, the rights and obligations of employees and the participation of the trade union organisation in the area of occupational health and safety are set out in the Labour Code (Sections 101 to 108) and other legal and other regulations to ensure occupational health and safety.
- 5.2. Individual workplaces of the Employer shall be equipped with basic hygiene and medical supplies at least to the following extent: running hot and cold water, soap, hand dryer or paper towels,

toilet paper, waste bins, first aid kit equipped to the extent agreed with the relevant workplace providing occupational health care.

- 5.3. The Employer shall ensure health and safety in development and research and shall ensure that projects and project documentation meet occupational health and safety requirements in accordance with the latest scientific and technical knowledge.
- 5.4. The Employer undertakes, in cooperation with CTUB USB/ZO, to carry out an inspection of the state of occupational health and safety at all workplaces at least once a year, as well as an inspection of compliance with legal regulations and other applicable regulations and instructions to ensure occupational health and safety. No later than 30 days after the inspection, the Employer shall submit the results of the inspections and a schedule of measures to remedy the identified deficiencies to the ZO for discussion and shall keep them informed in writing of their implementation.
- 5.5. Based on a specific request from a trade union member, the Employer shall, at its own expense, ensure that compliance with hygiene standards is checked within 14 days of receiving a written request from the trade union. The Employer shall discuss the findings with CTUB USB no later than 10 days after receiving them and undertakes to take effective measures based on the findings. It shall immediately inform CTUB USB in writing of the measures taken.
- 5.6. The Employer undertakes to inform CTUB USB of the results of inspections carried out within the framework of the supervision of the authorities responsible for carrying out inspections, of binding instructions issued, including prohibitions on certain activities, and to submit reports on the elimination of identified defects and shortcomings within the agreed deadlines.
- 5.7. In accordance with the provisions of Sections 321 and 322 of the Labour Code, the Employer shall enable CTUB USB/ZO to carry out its inspection activities and shall provide the necessary supporting materials and information for the inspection.
- 5.8. In the event of an accident at work, the Employer shall forward a copy of the accident at work report to CTUB USB/ZO immediately after it has been drawn up. The Employer shall invite CTUB USB/ZO to investigate occupational accidents and shall discuss with them, within 30 days of learning of the accident, the manner and extent of compensation for damage caused by the accident or occupational disease. CTUB USB/ZO are obliged to comment on the proposed measures within 30 days of receiving the materials in writing. The decisive period for determining the average earnings for compensation for work accidents and occupational diseases is the previous calendar year, if this decisive period is more advantageous for the employee.
If an employee is recognised as a person with a disability as a result of an accident at work or occupational disease arising from the performance of their work duties and is no longer able to perform the agreed type of work, the Employer is obliged to transfer the employee to another job (Section 41 of the Labour Code).
- 5.9. If an employee dies as a result of an accident at work or occupational disease, the Employer shall provide compensation for damage and non-pecuniary harm in accordance with the relevant provisions of the Labour Code.
- 5.10. A safety break at work shall be provided to employees who work continuously (for more than 5 hours per shift) on equipment with display units (computers, monitors, data projectors, etc.), unless a rotation of activities or employees is ensured. A break of at least 10 minutes shall be provided after 2 hours of work and shall be counted as working time.

6. Travel allowances

- 6.1. The provision of travel allowances and any related expense reimbursements is governed by Part Seven of the LC; details may be specified in the Employer's internal regulations.

7. Employee care

A. Health care

- 7.1. The Employer shall cover the costs of necessary initial and periodic medical examinations of employees in accordance with the contract concluded with the healthcare provider.
- 7.2. Employees who are to be assigned spa treatment and rehabilitation care on the basis of a doctor's recommendation shall be granted regular leave by the Employer for the duration of such treatment and, if such leave is exhausted, unpaid leave to the extent necessary to participate in such care.

B. Employee meals

- 7.3. The Employer shall provide its employees with a financial contribution to cover one main meal per day (hereinafter referred to as the 'meal allowance') in the amount of CZK 50. The meal allowance shall be provided in the form of a meal voucher allowance and shall be paid to the employee retrospectively for shifts worked, together with the salary for the previous calendar month. The meal allowance will be listed on the employee's payslip as a separate item and is not subject to personal income tax or social security, or health insurance contributions.
- 7.4. The meal allowance is provided to employees for each day on which they work at least 3 hours of continuous work. For shifts exceeding 11.5 hours, employees are entitled to an additional 15-minute meal break and an additional meal allowance. Meal and rest breaks are not included in the continuous working time. The allowance is not provided to employees who are not working due to an obstacle to work, holiday or compensatory leave, and to employees on a business trip if they receive compensation under the LC.
- 7.5. The meal allowance is also payable to employees during creative leave (only for working days) and in the case of ordered overtime.
- 7.6. The meal allowance is also payable to former employees who worked at USB until their retirement or disability pension for disability of grades II or III. The meal allowance is provided to these former employees only when they eat at the University's own catering facility, i.e. the USB Refectory, and the meal allowance is deducted from the price of the main meal.
- 7.7. Upon request, the Employer is obliged to discuss comments on meals in the USB Refectory with CTUB USB/ZO.

C. Social measures

- 7.8. In accordance with Section 18 of the Higher Education Act, the Employer has established a social fund and provides employees with contributions to retirement savings products, which are exempt from personal income tax. The specific conditions for providing this contribution shall be regulated by a measure issued by the USB Bursar.
- 7.9. The Employer shall allow its employees to use its own sports, recreational and rehabilitation facilities at cost price.
- 7.10. The Employer shall, to the extent possible, allow its employees to purchase discarded assets on a preferential basis.

8. Final provisions

- 8.1. This collective agreement comes into force on the date of its signing by all contracting parties and shall take effect on 1 January 2025. In the event of a division, merger or amalgamation of the Employer and the termination of the Employer's legal personality within the meaning of Sections 338 to 341 of the Labour Code, the Employer's obligations under this CA shall pass to its legal successor. This CA shall be legally effective vis-à-vis all legal successors.
- 8.2. This CA is drawn up and signed in four copies, all of which are valid as originals, and each of the parties shall receive one copy.

- 8.3. The contracting parties shall inform all employees of the content of the collective agreement within 15 days of its conclusion in the following ways:
- a) The Employer shall publish it on its website or on the Employer's official notice board;
 - b) The Employer shall send it to all employees by e-mail;
 - c) CTUB USB/ZO shall publish it on its website.
- 8.4. The contracting parties agree that any amendments or changes to this CA may only be made in writing and only with the consent of all contracting parties. When proposing an amendment or change to this CA, the contracting parties shall proceed as when concluding a collective agreement, i.e. in accordance with Act No. 2/1991, on Collective Bargaining, as amended.
- 8.5. If any provision of this CA becomes invalid, it shall not affect the validity of the remainder of the agreement. In this case, the contracting parties undertake to replace the invalid provision with a valid provision in accordance with legal regulations, USB internal regulations and this CA.
- 8.6. The contracting parties shall affix their signatures to this CA, thereby declaring their willingness to conclude this agreement and expressing their agreement with its content.

In České Budějovice on 13 December 2024

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prof. Ing. Pavel Kozák, Ph.D.
USB Rector

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Jitka Pečlová, Chairwoman of CTUB USB
ZO VOS Faculty of Education, USB, reg. No. 1841

.....
doc. Ing. Jan Beran, PhD.
First Local Trade Union Organisation at USB, reg. No. 4122

.....
Jiří Alina, Ph.D.
ZO VOS Faculty of Economics, USB, reg. No. 1840