

COLLECTIVE AGREEMENT

UNIVERSITY OF SOUTH BOHEMIA
IN ČESKÉ BUDĚJOVICE

2021–2024

COLLECTIVE AGREEMENT

The Collective Agreement is entered by the following parties:

University of South Bohemia in České Budějovice (hereinafter as the 'Employer'), registered at Branišovská 1645/31a, České Budějovice, 370 05, ID no. 60076658, represented by prof. PhDr. Bohumil Jiroušek, Dr., the Rector,

and

Coordinating Union Board of the University of South Bohemia (hereinafter as the 'Board') representing workplace organisations:

- Workplace Organisation Committee of the USB Faculty of Education registered at Jeronýmova 10, České Budějovice, reg. no. 1841, ID no. 72542896, represented by Jitka Pečlová,
- Workplace Organisation Committee of the USB Faculty of Agriculture registered at Studentská 1668, České Budějovice, reg. no. 4122, ID No. 60076895, represented by Karla Dvořáková,
- Workplace Organisation Committee of the Trade Union of State Bodies of the USB Faculty of Health and Social Sciences registered at Jírovčova 1347/24, České Budějovice, reg. no. 20-0178-3301, ID no. 22770615, represented by doc. PhDr. Alena Kajanová, Ph.D.,
- Workplace Organisation Committee at the USB Faculty of Economics registered at Studentská 787/13, České Budějovice, reg. no. 1840, ID no. 00677094, represented by ing. Jiří Alina, Ph.D.

Table of Contents of the Collective Agreement

1. Basic provisions
2. Cooperation between parties to the Agreement
3. Labour relations
4. Wages and remuneration
5. Workplace health and safety
6. Reimbursement of travel expenses
7. Employee welfare
8. Final provisions

1. Basic provisions

- 1.1. The Collective Agreement (hereinafter as the 'Agreement') is entered into pursuant to Act No. 262/2006, the Labour Code, as amended (hereinafter as the 'Code'), Act No. 2/1991, on Collective Bargaining, as amended, and in accordance with other legislation, in particular, with Act 111/1998, on Higher Education Institutions, as amended.
- 1.2. The Agreement regulates individual and collective relationships between the Employer and employees concerning labour law, wage and social entitlements with the aim to create and maintain mutually satisfactory relationships between the Employer and trade unions that are active at the Employer.
- 1.3. The Agreement is binding for parties to the Agreement and all employees of the University of South Bohemia in České Budějovice regardless of their membership in a trade union organisation. Arrangements concerning wages and other labour law issues regulated by the Agreement cannot be set by the Employer or negotiated between the Employer and an employee in an aberrant manner.
- 1.4. The Agreement is superior to the internal regulations of the University of South Bohemia in České Budějovice within the scope of commitments contained in the Agreement.
- 1.5. The Agreement is entered into for the period from 8 April 2021 to 30 April 2024. Should no new collective agreement take effect after this period, the effect of this Agreement shall be extended until a newly negotiated collective agreement takes effect. However, the Agreement shall not remain in effect after 31 October 2024. The Agreement may be terminated 6 months after the date of entering into effect at the earliest.
- 1.6. The Agreement shall take effect from the first day of the period for which it was entered. Whichever party to the Agreement may propose negotiations concerning changes or additions to the Agreement, in particular, in the case of changes in legislation that affect rights and obligations regulated by the Agreement. Changes or additions to the Agreement may be executed only in writing on the basis of an agreement of parties to the Agreement. The proposal of changes for negotiation of both participating parties must be made in writing by the proposing party. Parties to the agreement undertake to jointly discuss the proposal within 30 days from the date on which the proposal was submitted. Parties to the Agreement must proceed in the same manner as when entering into a new agreement in the case of submitting a proposal of a change of the Agreement.
- 1.7. The execution of the Agreement shall be assessed at a joint meeting of representatives of participating parties at least once per year (always by 1 November of the calendar year at the latest) or more often should it be requested by one of the parties to the Agreement. The Board shall prepare a record of the assessment performed that shall contain findings arising from the assessment. The record shall be published on the website of the Coordinating Board of the University of South Bohemia.

2. Cooperation between parties to the Agreement

- 2.1. The exercise of rights and obligations arising from the labour law relations must be in accordance with legislation, in particular, Section 6 of Act No. 89/2012, the Civil Code, and in accordance with honest practices. No one may abuse these rights to damage another participant in the Agreement, labour law relations or employees.
- 2.2. Unless otherwise agreed, the following applies for the purposes of rights and obligations pursuant to this article: in matters concerning USB as a whole or multiple constituent parts of USB, the Employer is represented by the Rector and employees are represented by the Board; in matters concerning only certain constituent parts of USB at which there is no active workplace organisation, the Employer is

represented by the managing staff member of the constituent part and employees are represented by the Board; in matters concerning only a certain constituent part of USB at which one of the workplace organisations is active, the Employer is represented by the managing staff member of the constituent part and employees are represented by the corresponding workplace organisation.

- 2.3. The Employer informs the Board or a workplace organisation pursuant to Section 287(1) of the Code. Informing is understood as a written or oral transfer of necessary materials to the Board or committees of workplace organisations, or the participation of a representative of the Employer at meetings of the Board or committees of workplace organisations.

The Employer informs the Board or workplace organisations concerning particularly the following.

- a) The Employer informs about the development of wages with total wage costs taken into account as well as the development of the average wage and its particular parts including the structuring according to individual occupational groups and the share of wage costs in non-capital costs, the system of evaluation and remuneration of employees. These overviews shall be provided by the Employer to the Board or a workplace organisation once per year covering the accountable period until 15 March of the following calendar year.
 - b) The Employer informs about other matters pursuant to Section 279 of the Code and about changes of paramount importance before these changes are executed within dates agreed upon by the Employer and the Board.
- 2.4. The Employer shall discuss issues regulated pursuant to Section 287(2) of the Code with the Board or a workplace organisation. Discussing is understood as negotiations between the Employer and the Board or a workplace organisation, the exchange of views with the aim of reaching an agreement. The Board or workplace organisations has the right to receive a substantiated response to their stated views.

The Employer also discusses the following with the Board or workplace organisations:

- a) the economic situation of the Employer;
- b) the most recent number and structure of employees, the probable development of the employment rate concerning the Employer, basic issues of working conditions and their changes, intended structural changes of the Employer, its rationalisation or organisational measures, measures that affect the employment rate, in particular, measures connected with mass dismissals of employees;
- c) changes in payroll regulations;
- d) transfers of employees to different work, should the employee in question not agree with the transfer;
- e) dismissals or immediate terminations of employment by the Employer,
- f) the amount of indemnification and the manner of its settlement over the amount of CZK 5'000 that is required from an employee;
- g) measures concerning collective changes to working hours, work, overtime, the ability to prescribe work on days of rest and work at night with regard to health and safety at work, the total scope of overtime work;
- h) unauthorised absences (Section 348(3) of the Code);
- i) issues concerning health and safety at work within the scope set in Sections 101–106(1) and Section 108 of the Code, the employer shall execute the measures to secure health and safety at work in cooperation with the Board. The Board shall be informed about accidents in operations, accidents, and work and school injuries;
- j) the manner and the amount of the indemnification arising from the work injury suffered by the employee or occupational diseases diagnosed to the employee.

The Employer is required to secure the discussion in a sufficient advance and in an appropriate manner in such a manner that the Board or workplace organisations could express their views on the basis of information provided and the Employer

could take them into account before executing the measures. The maximum time limit for discussing the abovementioned issues by the Employer and the Board or workplace organisations are the following:

- subparagraphs (a) and (c) 60 days
 - subparagraphs (d) and (e) 7 days
 - other subparagraphs 30 days.
- 2.5. The Employer jointly co-decides with the Board or workplaces organisations about:
 - a) issuing and changing the Conditions of Employment (Section 306(4) of the Code);
 - b) dismissals on the side of the Employer or immediate terminations of employment of a member of a trade union organisation, which is active at the Employer, within his/her term in office and within 1 year after the end of his/her term in office (Section 61(2) of the Code).
 - 2.6. The Employer shall submit written reports to the Board or workplace organisations concerning measures that the Employer proposed to remove defects that the Board or workplace organisations called attention to during the execution of inspections, concerning the implementation of proposals that the Board or workplace organisations submitted on the basis of inspections executed (Sections 321 and 322 of the Code).
 - 2.7. The Employer is required to provide members of the Board or workplace organisations days of leave for the performance of union activities including compensation of wages in the amount of the average pay (Section 203(2) subparagraphs (a) and (c) of the Code) within the scope defined by law.
 - 2.8. The Employer shall provide members of the Board or workplace organisations with conditions and the service required for the proper performance of their activity at the Employer's own expense, i.e. the Employers allows the use of office and computer duplicating equipment, the telephone and computer network, internet support free of charge. (Section 277 of the Code).
 - 2.9. Members of workplace union organisations must not be discriminated against or disadvantaged in their entitlements for the performance of their activity; they must not be given preferential treatment for the performance of their activity either (Section 276(2) of the Code).
 - 2.10. The Employer or a representative authorised by the Employer is required to participate in discussions of the Board or workplace organisations, should the Board or workplace organisation request it in writing.
 - 2.11. The Board or workplace organisations shall support the Employer when implementing all measures that lead to the modernisation and improvement in quality of instruction, the scientific standard of USB and the improvement of its renown domestically and abroad. They shall cooperate when implementing all steps that lead to the improvement of the financial situation of USB, a more effective manner of economic management, creating rational employment opportunities and the increase of real wages.
 - 2.12. Materials presented for discussion and approval to the Academic Senate of the University of South Bohemia (hereinafter as the 'USB Senate') dealing with wage and labour law issues including changes to the Payroll Regulations shall be sent to the Board concurrently with being sent to the USB Senate.
 - 2.13. Members of the Board pledge to maintain confidentiality concerning information that was provided to them as confidential. This obligation remains in place even after the end of their term in office.

3. Labour law relations

The Employer shall follow the principle of equal treatment and the prohibition of discrimination and the prohibition of violations of personal rights (e.g. degrading human dignity) arising from Section 16(2)(3) of the Code and other legislation.

A. Working conditions

- 3.1. The Employer is required to enter into a written employment contract with every employee on the day of commencement of work at the latest. Its components are requisites outlined in Section 34 of the Code. Employees shall be granted a wage in accordance with Payroll Regulations of the University of South Bohemia in České Budějovice (hereinafter as the 'Regulations'), as amended.
- 3.2. The employment relationship remains in place for an indefinite period of time, unless the period of time was expressly agreed upon (Section 39(1) of the Code).
- 3.3. Parties to the Agreement hereby jointly declare that they entered the agreement on an alternative action of the employer when negotiating and repeating an employment relationship for a definite period pursuant to Section 39(4) of the Code. This agreement, the full text of which is published on the USB website, includes, inter alia, rules for an alternative action of the employer when negotiating and repeating an employment relationship for a definite period and the range of employees to whom the alternative action shall apply.
- 3.4. Should the labour agreement not contain information on the rights and obligations arising from the employment relationship, the Employer is required to inform employees concerning these rights and obligations in writing within one month from the beginning of the employment relationships at the latest, which also applies to changes of the information. The information must contain requisites outlined in Section 37(1) of the Code.
- 3.5. The Employer is required to acquaint employees with the USB Conditions of Employment when entering employment as well as with legal and other regulations aiming at securing health and safety at work that employees must comply with when working. Employees must also be acquainted with the Collective Agreement and internal regulations (Section 37(5) of the Code).
- 3.6. The Employer may dispatch employees on official journeys upon agreement for the period necessary (Section 43(1) of the Code).

B. Working hours

- 3.7. The weekly working hours amount to the maximum of 40 hours (Section 79 of the Code). The beginning and the end of the working hours, the beginning and the end of breaks for meals and rest, and potentially also the flexible working hours are set by the Employer. It is possible to allow an individual adjustment to working hours upon agreement with the managing staff member of the respective unit in substantiated cases. Unless stipulated otherwise, working hours of academic employees are understood to be individually adjusted.
- 3.8. The Employer may require overtime work and work on days of rest of rare occasions in accordance with conditions outlined in Section 91(2)(3)(4) and Section 93 of the Code. The required overtime work must not amount to more than 8 hours in particular weeks and 150 hours in a calendar year (Section 93 (2) of the Code). When determining the total scope of overtime work, the Employer is required to follow relevant provisions of the Code. Overtime work cannot be required from employees with shorter working hours. Employees are entitled to remuneration for overtime work and work on days of rest in accordance with the Code.
- 3.9. The average working hours of employees working in operations with unevenly distributed working hours must not exceed the stipulated weekly working hours within a period of at least 8 weeks.
- 3.10. Employees caring for a child until the end of the compulsory school attendance or for a person dependant on the care of another person (pursuant to Act No. 108/2006, as amended and its implementing decree No. 505/2006), who request shorter working hours or another appropriate adjustment of the working hours from

the Employer shall be accommodated by the Employer unless severe operational reasons prohibit it. Wages are also proportionately reduced in conjunction with the reduction in working hours as per generally applicable legislation.

C. Termination of employment

- 3.12. Employment may be terminated only in ways stipulated in Section 48 of the Code.
- 3.13. The Employer shall inform the Board or workplace organisations in writing about intended organisational changes, the consequence of which may be mass dismissals of employees. The Employer shall present a list of vacant positions and a proposal for possible further employment of employees who are affected by the termination of employment. The abovementioned shall be provided to the Board or workplace organisations within 30 days before the expected implementation of changes. The Board and workplace organisations have the right to comment on individual proposals.
- 3.14. Employees whose employment is terminated by a termination notice given by the Employer due to reasons outlined in Section 52 subparagraphs (a) to (c), or by an agreement based on the same reasons, are entitled to severance payments in the following amounts:
- a) one time the average pay of the employee in question if the employment with the Employer lasted less than 1 year;
 - b) two times the average pay of the employee in question if the employment with the Employer lasted at least 1 year and less than 2 years;
 - c) three times the average pay of the employee in question if the employment with the Employer lasted at least 2 years;
 - d) four times the average pay of the employee in question if the employment with the Employer lasted at least 10 years.

D. Leave of absence and obstacles to work

- 3.15. The annual leave of academic staff members of higher education institutions amounts to 8 weeks within a calendar year and 5 weeks in the case of other USB employees.
- 3.16. The Employer shall allow employees to take leave in the period of school holidays upon agreement with the managing staff member of the unit and in accordance with the operational condition as long as there is at least one child in the family of the employee that is subject to compulsory school attendance up to 15 years of age that is demonstrably tended to by the employee.
- 3.17. The Employer shall provide days of leave to employees to the necessary extent pursuant to Section 203(2) subparagraph (l) of the Code, unless severe operational reasons on the side of the Employer prevent it, to secure the operation of summer camps for children, winter training courses or camps for persons suffering from health or social disabilities, however, the maximum length of the leave is 3 weeks in a calendar year. The Employer meets the obligation of payments of social and health insurance on behalf of corresponding employees during the performance of the abovementioned activity.
- 3.18. The paid sick leave used due to short-term illnesses without the need for providing the certificate of incapacity for work regardless of the number of days of leave that had been used within the extent of 4 working days in a calendar year at the most (always only the whole working day) shall be provided by the Employer to employees upon request. Employees are entitled to remuneration in the amount of average pay. The paid sick leave cannot be used within the trial period. Unused days cannot be transferred to the following year.

- 3.19. The short-term unpaid leave for the maximum period of 15 working days in the course of a calendar year shall be provided by the Employer to employees upon request unless the Employer is prevented from doing so due to serious operational reasons. The managing staff member of the unit grants the unpaid leave. The Rector, vice-rectors, the Bursar, deans, or directors of non-faculty constituent parts of USB decide in the matter of an unpaid leave exceeding 15 working days in accordance with the organisational classification of the employee. The fact that the employee has used all of his/her annual leave is the requirement for granting unpaid days of leave.
- 3.20. The Employer pledges that the Employer shall provide paid days of leave with the remuneration in the amount of average pay beyond the call of duty outlined in the annexe of regulation of the Government No. 590/2006, as amended. The leave shall be provided for:
- a) 1 day for the employee to attend a wedding ceremony of a child of his/her husband/wife who lives or used to live in a joint household with the employee (the employee shall substantiate this fact by a sworn statement);
 - b) 1 day for the employee to attend a funeral of a step-parent or a foster parent and one additional day should the employee be arranging the funeral of the person.

E. Qualification and retraining

- 3.21. The Employer shall allow employees to pursue studies or training for the purpose of increasing their qualification upon agreement (in writing if it is so required by one of the parties) in accordance with Section 231 of the Code:
- a) for the purposes of the Employer including a remuneration in the amount of the average pay and agreed-upon expenses associated with the studies or training;
 - b) the Employer shall release the employee without remuneration for the purposes of the employee for the necessary period of time unless operational reasons on the side of the Employer prevent the Employer from it. Expenses associated with studies or training are borne by the employee in such a case.

F. Employees with health disabilities

- 3.22. Pursuant to current legislation, the Employer shall create employment opportunities for employees with health disabilities at faculties and other constituent parts of the USB. When addressing such issues, the Employer closely cooperates with the Board or workplace organisations and corresponding regional branches or contact units of the Labour Office of the Czech Republic, in the particular area to which the respective unit belongs.

G. Handling complaints, addressing labour disputes and the procedure for addressing collective disputes

- 3.23. The Employer is required to discuss a complaint of an employee concerning the exercise of rights and obligations arising from labour relations with the employee or with the Board or workplace organisations upon the request from the employee. This is without prejudice to the right of the employee to take legal action.
- 3.24. Complaints of employees and disputes that arise from interpretations of commitments or not meeting obligations outlined in the Agreement are always addressed by the superior of the complaining party first along with a representative of a workplace organisation. Should the dispute not be resolved within 30 days since the delivery of the complaint, the dispute shall be addressed by representatives of the Employer and the Board or workplace organisations. A record of the resolution of the dispute must always be made and signed by all participating parties. This is without prejudice to the right of the employee to take legal action.

4. Wages and remuneration

A. Wage components and compensations

- 4.1. Remunerating USB employees is governed by generally binding legislation, Payroll Regulations of USB and provisions of this Agreement.
- 4.2. The application of new wage components, forms of wages and changes thereof, setting specific conditions on providing respective wage components and measures to the use of resources for wages are executed by the Employer after informing the Board or workplace organisations. These measures must be communicated at least 30 calendar days before their application.
- 4.3. Employees shall be assigned to the corresponding wage level according to the type of work performed. The type of work performed is negotiated in writing in the employment contract. Employees may be transferred to a different wage level in cases defined in the Payroll Regulations or on the basis of changes to the agreed-upon type of work. In the case of non-compliance with this provision is the transfer to a lower wage level void.
- 4.4. Wage premiums for overtime work, work at night, work on public holidays, work on days of rest, stand-by duties and work under extraordinary working conditions are governed by provisions of the Code and Payroll Regulations, as amended.
- 4.5. Parties to the Agreement presume primarily cashless payments of wages, or other monetary payments, via transfers to personal bank accounts of employees. Employees shall receive a document in the electronic form (preferred format) or the paper form (primarily in the cases of employees who do not have access to the computer network) at the monthly pay settlement that must contain information on individual components of wages, or compensations, and deductions executed.
- 4.6. The Employer commits to securing the payment of membership fees via pay deductions upon request from employees who are members of workplace organisations. Deductions from other incomes in the sense of Section 145 of the Code are also considered to be deductions from pay.

B. Bonuses and allowances

- 4.7. Providing bonuses by the Employer to employees is governed by provisions of Payroll Regulations, as amended.
- 4.8. The Employer shall provide employees with a bonus of:
 - a) CZK 5'000 when reaching 50 years of age under the condition that the employee in question has been employed at USB for at least 5 years,
 - b) CZK 6'000 when the employment relation first ends after the employee becomes entitled to the old-age pension or after the employee is granted a disability pension of the 3rd degree due to employment,
 - c) CZK 2'000 when a child is born to the employee (substantiated by a birth certificate of the child).
- 4.9. Employees employed with the Employer for less than the stipulated weekly working hours may be provided by bonuses in the proportional amount according to the number of working hours of the employee. In the case of multiple employments at USB, bonuses may be provided only up to the sum corresponding to one employment.
- 4.10 Employees may also be provided even with a different extraordinary bonus.
- 4.11. The Rector, the Bursar, deans, or directors of non-faculty constituent parts of USB decide in the matter of granting bonuses according to the organisational classification of the employee in question.

5. Workplace health and safety

- 5.1. Obligations of the Employer, rights and obligations of employees and the participation of workplace organisation in matters of health and safety at work are given by the Labour Code (Sections 101 to 108) and further legislation and other regulations aiming at securing health and safety at work.
- 5.2. Individual units of the Employer shall be equipped with basic hygienic and medical supplies at least to the following extent: hot and cold running water, soap, hand dryer or paper towels, toilet paper, waste bins, medical kit equipped to the extent agreed upon with the corresponding facility that provides occupational health services.
- 5.3. The Employer shall ensure the health and safety in development and research and that projects and project documentation are in compliance with requirements of health and safety at work in accordance with new findings of science and technology.
- 5.4. The Employer, in collaboration with the Board or workplace organisations, pledges to perform a check of the situation of health and safety at work, the compliance with legislation and other current regulations and directives aiming at ensuring health and safety at work at least once per year at all units. The Employers submits results of checks and a timetable of measures aimed at removing ascertained defects for discussion to workplace organisations in 30 days at the latest from the day of performance of checks and the Employer shall continuously inform workplace organisations about removals of defects in writing.
- 5.5. On the basis of an initiation by a member of a trade union organisation, the Employer shall secure checks of compliance with standards of hygiene on the Employer's own expense within 14 days at the latest from the delivery of the written request of the trade union organisation. The Employer shall discuss ascertained conclusions with the Board in 10 days at the latest from receiving the conclusions and pledges to adopt effective measures on the basis of ascertained results. The Employer informs the Board about the implemented measures in writing without delay.
- 5.6. The Employer undertakes to inform the Board about results of checks executed in the context of the performance of supervision of bodies in the purview of which the performance of checks is, about issued binding directives including prohibitions of specific activities and to present reports concerning removals of ascertained defects and shortcomings within dates agreed upon in writing.
- 5.7. In accordance with provisions Section 321 and 322 of the Code, the Employer shall allow the performance of inspection activities of the Board or workplace organisations and provide necessary supporting materials and information for the performance of the check.
- 5.8. In the case of a work-related injury, the Employer shall give a copy of the record concerning the work-related injury to the Board or workplace organisations immediately after it is made. The Employer shall invite the Board or workplace organisations to investigations of work-related injuries and shall discuss the manner and extent of the indemnification for damages caused by the injury or work-related illnesses the Board or workplace organisation within 30 days from the day on which the Employer learnt about the injury. The Board or workplace organisations are required to comment on proposed measures within 30 days after the materials were delivered in writing. The relevant period for ascertaining the average pay for indemnifying work-related injuries and work-related illnesses is the previous calendar year, should this relevant period be advantageous to the employee.
In the case that the employee is recognised as a person with a health disability in consequence of a work-related injury or a work-related illness that arose while meeting work obligations and should the employee not be able to perform the agreed-upon type of work further, the Employer is required to transfer the employee to a different work (Section 41 of the Code).

- 5.9. In the case that an employee dies in consequence of a work-related injury or a work-related illness, the Employer shall provide indemnification as per corresponding provisions of the Code.
- 5.10. Safety break at work shall be provided to employees who permanently (i.e. longer than 5 hours per work shift) work with devices including display units (e.g. computers, screens, video projectors, etc.) unless task or employee rotation is arranged. The break in the length of minutes at least shall be provided every two hours of work and is included in the working hours.

6. Reimbursement of travel expenses

- 6.1. Part seven of the Code applies to providing reimbursement of travel expenses and potential related reimbursements of expenses; details may be stipulated by internal rules of the Employer.

7. Employee welfare

A. Health care

- 7.1. The Employer covers expenses for necessary entry and periodic health checks of employees in accordance with the agreement concluded with the health care provider.
- 7.2. Employees that are allocated spa, medical and rehabilitation care on the basis of a recommendation of a medical practitioner shall be provided with annual leave by the Employer corresponding with dates of the treatment and unpaid leave for participation in the treatment to the necessary extent should all annual leave available be used.

B. Employee catering

- 7.3. The Employer shall provide its employees in employment relationships a financial allowance for the payment of one may meal per day. Employees have the option of combining catering:

- a) in the Employer's own facility (i.e. refectory).
- b) via other entities in exchange for luncheon vouchers,
- c) in a contractual catering facility.
- d) At detached facilities where the Employer's own catering (i.e. refectory) cannot be provided, a direct catering allowance may be used (e.g. Vodňany, Nové hrady).

The amount provided to employees as a catering allowance is identical for the abovementioned ways of catering.

In catering cases as per subparagraph (a) of this section, the catering allowance corresponds to catering in the amount of expenses of the Employer for the operation of the Employer's own catering facility, except for the value of food per 1 main meal. In the case of catering as per subparagraph (b) of this section, the catering allowance corresponds to 55 % of the nominal value of every luncheon voucher at the most, which is at least CZK 60.

Potential changes in the minimum amount of the catering allowance provided shall be regulated by an addendum to this Collective Agreement upon agreement of both parties to the Agreement.

Employees have the option of changing the manner of catering, but always for the period of the whole calendar month. Employees are required to notify the Employer about changes in the manner of catering before the beginning of a calendar month to which the changes apply at the latest.

Should such a situation arise that the Employer's own catering facility (i.e. refectory) is not operating on working days, even employees who use this manner of catering are entitled to luncheon vouchers.

- 7.4. The catering allowance is provided to employees in the employment relationship for every working day on which the employee works for at least 3 consecutive hours. In the case of shifts exceeding 11,5 hours, employees are entitled to another meal break in the duration of 15 minutes and another catering allowance. Meal breaks and rest breaks are not included in the time period of the consecutive duration of work. The allowance is not provided to employees dispatched on official journeys if the employees receive remuneration pursuant to the Code.
- 7.5. The Employer shall allow employee catering even when on sabbatical leave and in the case of required overtime work while catering on days of rest shall be secured only by providing luncheon vouchers or a direct catering allowance at detached facilities.
- 7.6. The catering allowance is also provided to pensioners whose employer was the University of South Bohemia when being granted old-age pension or disability pension of the 2nd and 3rd degree. The allowance is provided only when utilising catering in the Employer's own catering facility and luncheon vouchers or any other abovementioned form of catering cannot be provided to them.
- 7.7. In the case of a request, the Employer is required to discuss comments concerning the Employer's own catering with the Board or workplace organisations.

C. Welfare measures

- 7.8. The Employer shall allow its employees the use of its own sport, recreational, and rehabilitation facilities at cost price.
- 7.9. The Employer shall allow its employees to buy disposed assets preferentially within the ability of the Employer.

8. Final provisions

- 8.1. The Agreement enters into force and becomes a binding document on the day of signature by all parties to the Agreement. Should the Employer be divided, consolidated, or merged and should the legal personality of the Employer end, within the meaning of provisions in Sections 338 to 341 of the Code, all commitments of the Employer in this Agreement shall be transferred to its legal successor. This Agreement is legally effective concerning all legal successors.
- 8.2. This Agreement is composed and signed in five copies all of which are equally authentic; every participant receives one copy.
- 8.3. Parties to the Agreement shall acquaint all employees with the content of the Collective Agreement within 15 days from its conclusion in the following ways:
 - a) the Employer publishes it via the website or on the official notice board of the Employer;
 - b) the Employer sends it to all employees via electronic mail;
 - c) the Board or workplace organisations publish it on their websites.
- 8.4. Parties to the Agreement agreed that all addenda or changes to the Agreement may be executed in writing only and only upon agreement of all parties to the Agreement. In the case of proposals of changes or addenda to the Agreement, all parties to the Agreement proceed as in the case of entering a collective agreement, i.e. pursuant to Act No. 2/1991, on Collective Bargaining, as amended.
- 8.5. Should any of the provisions of the Agreement become invalid, this shall not prejudice the applicability of the rest of the Agreement. Parties to the Agreement undertake to replace the void provision with a valid provision in such a case and in accordance with legislation, internal regulations of USB and this Agreement.

8.6. Parties to the Agreement append signatures to the Agreement by which they declare their will to enter the agreement and express agreement with its content.

On 8 April 2021 in České Budějovice,

.....
prof. PhDr. Bohumil Jiroušek, Dr.
USB Rector

.....
Jitka Pečlová, předseda KOR JU
Workplace Organisation Committee of the USB Faculty of Education, reg. no. 1841

.....
Karla Dvořáková
Workplace Organisation Committee of the USB Faculty of Agriculture, reg. no. 4122

.....
doc. PhDr. Alena Kajanová, Ph.D.
Workplace Organisation Committee of the Trade Union of State Bodies of the USB Faculty
of Health and Social Sciences, reg. no. 20-0178-3301

.....
Ing. Jiří Alina, Ph.D.
Workplace Organisation Committee at the USB Faculty of Economics, reg. no. 1840