



## Annexe to Rector's Measure R 531

# Employment Regulations of the University of South Bohemia in České Budějovice

### *Preamble*

*In order to ensure the successful performance of the tasks of the University of South Bohemia in České Budějovice (hereinafter referred to as 'University' or 'USB') and to ensure internal order, the Rector of the University, in accordance with Section 306 of Act No 262/2006, the Labour Code, as amended (hereinafter referred to as 'Labour Code' or 'LC'), issues these Employment Regulations, which will be applied and interpreted in compliance with democratic principles and full protection of the human rights of each individual. USB is a non-political organisation where citizens may work regardless of their political or religious beliefs and where the main criteria for evaluating each employee are his/her performance, professional knowledge, the degree of his/her efforts to ensure the prosperity of USB, the continuous improvement of his/her own professional competence and moral integrity.*

### **Part I. Definition of certain terms**

- a) Employee – a natural person who has undertaken to perform dependent work in a basic employment relationship. Only a person who has attained the age of 15 years may undertake dependent work. The date of commencement of work may not be the day preceding the day on which the minor completes compulsory schooling.
- b) Juvenile employee – in accordance with the Labour Code, a juvenile employee is a person under the age of 18.
- c) Employer – a person for whom an individual has undertaken to perform dependent work in a basic employment relationship.
- d) Supervising employee – an employee who, at various levels of management, is authorised to determine and impose work tasks on subordinate employees, to organise, direct and control their work and to give them binding instructions to this end.
- e) Person authorised to act in employment relations – The Rector, deans of the faculties and the Director of the Dormitories and Refectories (hereinafter referred to as 'D&R') are authorised to perform legal acts in employment relations on behalf of the University. Other employees may perform legal acts in employment relations only on the basis of a written authorisation and to the extent specified in the authorisation. Authorisations are granted by the Rector, deans of faculties and the Director of D&R within the scope of their authority as laid down by the Higher Education Act and other organisational regulations.



## **Part II. General Provisions**

- a) The Employment Regulations are binding for USB and for all employees who are in an employment relationship with USB. For employees working for USB under agreements for work performed outside the employment relationship, these Employment Regulations shall apply in analogous manner unless otherwise provided for in the Labour Code, these Regulations or the agreement concluded.
- b) The Employment Regulations further elaborate on certain provisions of the Labour Code according to the specific conditions of the University and include those elements necessary to fulfil the employer's information obligation that are not directly contained in the employment contract or agreements on work performed outside the employment relationship. If an area of employment relations is not directly regulated by the Labour Code and is not regulated by other internal standards of the University, by a collective agreement or agreed with the employee, the University shall apply the general procedure in this area in accordance with the legislation in force.
- c) 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 promotion or other advancement in employment. Any discrimination according to the statutory discriminatory characteristics is prohibited, both direct discrimination and conduct that could discriminate only in its consequences. Restrictions which result from the prerequisites and requirements for the performance of a particular job, if their fulfilment constitutes a necessary condition for the performance of that job, or for reasons of occupational safety and health protection of the employee, cannot be regarded as discrimination.
- d) No one may abuse the exercise of rights and obligations arising from employment relations to the detriment of another party or to the degradation of his or her human dignity. Any unwanted conduct which is inappropriate or offensive or which may reasonably be perceived as a condition for decisions affecting the exercise of rights and obligations arising out of the employment relationship shall be considered to be an affront to human dignity.
- e) An employer may not penalize or disadvantage an employee in any way because he or she asserts his or her rights and claims under employment law in a lawful manner.

## **Part III. Employment**

### **1. Conditions of employment**

An employee may be recruited if he or she:

- a) is a citizen of the Czech Republic, an EU citizen, or a citizen of another country with a valid long-term or permanent residence permit in the Czech Republic,
- b) meets the qualification requirements and is fit for the activity to be performed,
- c) provides a structured professional curriculum vitae,



- d) provides proof of passing the initial medical examination,
- e) provides a statement from the criminal register no older than 3 months, if the person authorised to act in employment relations decides that the nature of the job for which the applicant is being recruited requires proof of criminal record,
- f) completes and submits other documents required by the employer,
- g) demonstrates the data required for personal registration, in particular:
  - identity card, travel document or proof of residence in the Czech Republic,
  - evidence of qualifications, experience, scientific and publishing activities, if applicable,
  - a certificate of employment from the previous employer, which is issued at the end of the employment relationship (crediting the period of employment for the purposes of the length of leave, deductions from wages, etc. in accordance with Section 313 of the Labour Code),
  - a certificate of the type of pension awarded, if any,
  - documents for the application of non-taxable amounts from the personal income tax base from dependent activities and functional benefits.

No later than 7 days after the employment is established, the employee will be given the job description in writing.

## **2. Establishment of the employment**

- a) The employment between the employer and the employee is established by a written employment contract and begins on the date agreed in the employment contract as the date of commencement of work.
- b) The employment contract is concluded on behalf of the employer by the employee authorised to do so. The employment contract must be signed by both parties no later than the day the employee starts work. The employee may not start work without a signed employment contract.
- c) To conclude an employment contract with a minor employee, the opinion of his/her legal representative must be sought.
- d) The conclusion of an employment relationship between spouses or partners is governed by the applicable Civil Code.
- e) The employment contract is prepared by the Human Resources Office in two originals; after both parties have signed it, one copy is issued to the employee and the other is filed in the employee's personnel file at the Human Resources Office.
- f) The employer may withdraw from the employment contract if the employee does not start work on the agreed date without being prevented from doing so by an obstacle to work or if the employer is not informed of the obstacle within 7 calendar days.



- g) The employment contract shall state:
- the employer's designation,
  - the name, surname, title, date of birth, permanent address, and personal number of the employee
  - the type of job (position) for which the employee is being recruited,
  - place of work,
  - the day you start work,
  - probationary period,
  - familiarisation with rights and obligations and internal regulations, basic duties of an employee, confidentiality obligations, rights to copyright, negotiation, and extension of fixed-term employment,
  - other agreed conditions.
- h) If a fixed-term employment is agreed, the employment contract must clearly indicate the date on which the employment relationship will end (specific date, end of certain work, return from maternity leave, etc.).
- i) Under another employment with the same employer, the employee may not perform work that is of the same type.
- j) Before entering into the employment, the employment seeker must be familiar with his/her rights and obligations, the collective agreement, the employment regulations, the legal and other regulations on occupational safety and health that he/she must comply with in his/her work, the internal regulations and the adaptation plan.
- k) The employer's written information to be given to the employee by the employer within 7 days of the commencement of the employment relationship shall include the following information if not already included in the employment contract: an indication of the amount of leave, the method of determining leave, an indication of the procedure to be followed by the employer and the employee in terminating the employment, the duration and length of the notice period, an indication of professional development, an indication of overtime work, an indication of the extent of the minimum continuous daily rest and continuous weekly rest, meal and rest breaks or reasonable rest and meal periods, the wage and the method of remuneration, the due date for payment of wages, the place and method of payment of wages, the weekly working time and the distribution of working time, the collective agreement governing the employee's working conditions and the social security body to which social security contributions are payable in connection with the employee's employment. The employer shall inform the employee of any changes to the above information without delay, at the latest on the day on which the change takes effect. The delivery of the written information to the employee pursuant to this provision shall be ensured by the Human Resources Office or, where appropriate, by the employee's supervising employee.
- l) Where the employer sends an employee to perform work in the territory of another state for a period of more than 4 consecutive weeks, the employer shall inform the employee in advance of the state in which the work will be performed, the expected duration of the posting, the currency in which the employee's wages will be paid, the monetary or material benefits to be provided to the employee in connection with the performance of the work, and the arrangements for the employee's return and the conditions thereof. The transmission of the written information to the staff member referred to in that provision shall be arranged by the Human Resources Office or the designated senior official.
- m) The conclusion of agreements on work performed outside the employment relationship



and their particulars shall be governed by the applicable Labour Code. The employer shall provide employees with whom the employer concludes agreements on work performed outside the employment relationship with written information within 7 days from the date of commencement of the work, which shall contain the same information as in the case of point (k), with the following exceptions: information on the procedure to be followed by the employer and the employee when terminating a legal relationship based on a work performance agreement or a work activity agreement, the duration and length of the notice period, information on the expected scope of working time, the distribution of working time including the compensation period pursuant to Section 76(3) of the Labour Code, information on the remuneration under the agreement, the conditions for its provision, the due date, the payment date and the method of its payment. If an employer sends an employee with a concluded agreement on completing a job or an agreement on performing work to the territory of another state, the employer shall inform him/her in a similar way as an employee in an employment relationship pursuant to point (l).

- n) Certificates of employment, employee income, etc., which are not compulsory under applicable legislation, are issued by the Human Resources Office only at the employee's own request, within 5 working days.

### **3. Filling academic vacancies**

- a) Academic staff posts are filled on the basis of a selection procedure. The selection procedure may be waived in the case of repeated employment contracts with an academic staff member if the position is to be filled by the academic staff member or in cases provided for in the relevant internal regulations of USB.
- b) Details of the selection procedure for academic staff positions are set out in the relevant internal regulations of the USB.

### **4. Termination of employment**

- a) A proposal for termination of employment by agreement, termination of employment by notice, immediate termination of employment or termination of employment during the probationary period shall be submitted in writing by the employee, usually by personal delivery to his/her immediate superior, who shall acknowledge receipt of the submission and the date of its delivery. Delivery may also be made by post to the address of the faculty or unit of USB at which the employee has a place of work. The supervising employee must forward the document to the Human Resources Office.
- b) The employer may terminate the employment relationship with the employee only under the conditions provided for by generally binding legal regulations and in relation to some specific provisions of these Employment Regulations.
- c) Notice periods are governed by the relevant provisions of the Labour Code. During the notice period, the employee is obliged to perform the work agreed in the employment contract. The employee's supervisor is entitled to limit the competences or the provision of information to such an employee, taking into account the nature of the reasons for his departure.



- d) Upon termination of the employment relationship or a legal relationship based on an agreement on employment or an agreement on the performance of work, if it has given rise to participation in sickness insurance, the employer is obliged to issue the employee with a certificate of employment and to include in it the facts provided for in the implementing legislation and other documents relating to the personal data of the employee.
- e) If the employee requests the employer to issue a employment report, the employer is obliged to issue the report within 15 days. However, the employer shall not be obliged to issue it to the employee earlier than two months before the end of his employment. An employment report is any document relating to the evaluation of the employee's work, his qualifications, abilities, and other facts relevant to the performance of the work.
- f) If the employee disagrees with the content of the employment report or employment certificate, he may, within 3 months of the date on which he became aware of its content, apply to the court to order the employer to modify it accordingly.
- g) The invalidity of the termination of the employment relationship by notice, immediate termination, termination during the probationary period or by agreement may be brought before the court by both the employer and the employee within a period of 2 months from the date on which the employment was due to end by such termination.
- h) At the end of the employment, the employee is obliged to make a written summary of unfulfilled work tasks and to inform his/her immediate superior about the status of the work and what needs to be done in the near future. He must also hand in personal and work equipment and other items belonging to the employer and a duly completed and certified exit slip. In the case of employees who have material responsibility, an inventory of the values entrusted to them shall be taken. A record shall be made of the handing over of tasks, the surrender of items, the settlement of liabilities and the inventory of entrusted values, a copy of which shall be given to the staff member. The provisions of this point shall also apply to the termination of the employment contract.
- i) Employees whose employment is terminated by notice given by the employer for the reasons set out in Section 52(a) to (c) of the Labour Code or by agreement for the same reasons shall be entitled to a severance payment at the termination of employment in the amount set out in the Labour Code as amended, or in the amount agreed in the collective agreement in force.

## **5. Handing over remits and work aids**

- a) Prior to termination of employment, permanent transfer to another job, prior to the commencement of maternity leave, or other release of the employee from the activities of his/her current position, the employee is obliged to put the agenda he/she has been working on in such a state that it can be taken over by the designated employee and its further smooth operation is ensured, in particular, he/she is obliged to properly hand over the stamps, organize and hand over all documents, including data and information stored on the computer technology used. A written record of the transfer must be drawn up and signed by the transferor and the transferee.



- b) In justified cases, in accordance with applicable legislation, the employee shall undergo an exit medical examination at the request of the employer before the termination of the employment relationship.
- c) If the employee has been provided with personal protective equipment or items of University property, he/she must return them in a condition consistent with their normal wear and tear before the end of the employment. The relevant organisational unit shall keep records of the provision and return of personal protective equipment and other items from University property.
- d) If, in addition to the authorization to hold office, other authorizations have been granted to the employee, enabling him/her to act externally on behalf of the University, which do not cease upon removal from office or termination or change of employment (e.g. the right to sign money orders, authorization to act, etc.), the person who granted the authorization is obliged to revoke it and ensure that the employee returns the relevant written confirmation of the authorization.

## **6. Protection of employees' personal data**

The employer is entitled and obliged to process the personal data of employees in accordance with generally binding legal regulations and internal regulations of the USB, in particular it is entitled and obliged to:

- a) process the employee's personal data only on the basis of the relevant legal grounds to the extent applicable,
- b) update the information provided by the employee,
- c) ensure that employees' personal data is protected from unauthorised access or misuse;
- d) ensure proper archiving of personal data of staff who have left employment.

Outside bodies may have access to personal data under the conditions laid down by generally binding legal regulations:

- a) bodies competent to monitor compliance with labour law,
- b) law enforcement authorities,
- c) other public authorities, if generally binding legal regulations so provide.

More detailed rules for the protection and processing of employees' personal data are laid down in the relevant internal regulations of USB.



## **Part IV. Rights and obligations of employees**

### **1. Basic duties of employees**

To ensure the quality of the University's activities, employees are required to, in particular:

- a) work diligently and selflessly to the best of their abilities for the benefit of the University,
- b) consistently comply with generally binding legal regulations, internal regulations of the University and its units to which they are organizationally assigned, carry out the orders of their superiors and other tasks conscientiously, with initiative, in a timely manner and in compliance with mutual cooperation with other employees,
- c) continuously improve (maintain, renew) their qualifications necessary to perform the work agreed in the employment contract and, if they do not have the necessary working conditions, notify their supervisor without delay,
- d) participate in training to improve their qualifications at the employer's request,
- e) adhere to and make full use of the working hours,
- f) maintain order in the workplace, properly manage the funds entrusted to them by the University, guard all property against damage, loss, destruction, and misuse, and not act contrary to the legitimate interests of the employer,
- g) fulfil their duties to prevent damage, in particular to avoid damage to health and property and unjust enrichment, and to bring any impending damage to the immediate attention of a supervisor or other supervising employee,
- h) take action to avert damage threatening the employer if the action is urgently needed and the employees are not prevented from doing so by an important circumstance; such a circumstance may be deemed to be a threat to their own person, a threat to other employees or a threat to a person close to them,
- i) guard the stamps, if entrusted with them, against loss and misuse and, in the event of loss, theft or misuse, report it without delay to their superior, who shall take appropriate action, depending on the nature of the matter,
- j) not use the employer's production and working facilities, including computer equipment, or its telecommunications equipment for their personal use without the employer's written consent,
- k) secure their personal property and that of their fellow employees at the workplace against theft or damage; put away their outerwear and personal belongings that are usually brought to work only in designated places (cupboards, desks, or other lockable location designated by a superior. Items that are not usually brought to work (large sums of money, jewellery and other valuables) which they could not carry with them, with the utmost vigilance, in locked areas; employees are required to lock the areas in which they store their outerwear and personal effects, even if they leave the area for a short period of time without any of their fellow employees remaining there, and not to allow free access to their workstations,





- l) comply with regulations to ensure occupational health and safety and fire protection regulations,
- m) comply with the regulations governing the protection of personal data,
- n) carry out the orders and instructions of the immediate superior or, where appropriate, those of a higher superior, informing the immediate superior without undue delay,
- o) notify the supervisor if his/her instruction or order was contrary to the applicable regulations; should the supervisor still not reverse his/her decision, report the matter immediately to a higher supervisor for further action,
- p) notify their direct superior immediately if they are prevented from working and document the reason for their absence from the workplace,
- q) promptly report changes in personal circumstances such as marriage, divorce, birth, or death of a family member, change of residence, circumstances relevant to insurance benefits and income tax, changed ability to work, and other facts relevant to the employment relationship to the appropriate employee in charge of this remit – any fines and penalties resulting from failure to properly report changes in personal circumstances will be prescribed to the employee for compensation,
- r) report only truthful and verified information in relation to students and others,
- s) not to abuse possible employee benefits and access to official information to gain undue advantage for themselves or others,
- t) not accept any material or immaterial benefits from students or other persons, except for flowers and other small non-monetary benefits that may be considered as an expression of satisfaction with the employee's conduct,
- u) maintain confidentiality of the facts of which they have become aware in the course of their employment and which, in the interests of the employer, must not be disclosed to other persons,
- v) not to consume alcoholic beverages or abuse other addictive substances at the employer's workplaces and during working hours and outside these workplaces, not to enter the employer's workplace under their influence and to observe the ban on smoking in all the employer's premises,
- w) undergo, in accordance with the Rector's ordinance, a screening for alcohol or other addictive substances within the applicable organisational structure,
- x) participate in occupational safety and health, fire protection and occupational hygiene training,
- y) have undergone occupational health services from an occupational health service provider.



## 2. Duties of senior staff

In addition to fulfilling the basic duties of employees within the meaning of the Labour Code and the relevant provisions of the organisational regulations, supervising employees at all levels of management are obliged in particular to:

- a) manage, organise and control the work of subordinate employees in accordance with applicable laws and internal regulations, to guide employees to comply with the obligations arising from the employment and to ensure that there is no violation or non-performance of work obligations.
- b) in accordance with internal regulations, regularly, at least once a year, evaluate the performance of employees and their work results, and recognise the initiative and work efforts of subordinate employees,
- c) ensure that employees are remunerated in accordance with the Labour Code, to differentiate the pay of employees according to their performance and merit for the final results of their work, respecting the principle of equal pay for equal work and work of equal value, in accordance with the applicable wage regulations,
- d) fulfil obligations towards employees or employee representatives regarding the right to information and consultation on specified matters,
- e) acquaint subordinate employees with their rights, duties and responsibilities and to define their specific scope, to give them clear orders and instructions, while applying appropriate working methods and using all technical conveniences in their field to facilitate, speed up, improve, and economize their work,
- f) create favourable working conditions for employees and to ensure compliance with the generally binding and internal regulations of the University on the management, organisation and provision of care for occupational safety and health and fire protection, to this end to organise regular inspections at all workplaces,
- g) before deciding to recruit or proposing to recruit a staff member, make a comprehensive assessment of the staff member's personality, in particular as regards his aptitude to perform successfully the activity to which he is to be assigned,
- h) ensure the efficient use of working time and provide a working time plan in relation to the tasks set,
- i) provide conditions for improving the professional level of staff,
- j) guide employees in the performance of their duties and to impose consequences for acts of misconduct or neglect,
- k) ensure that subordinate staff members represent the University appropriately in their speech and appearance,
- l) proceed in particular in making decisions on matters of a fundamental nature (e.g. equipment of departments, further training of employees, foreign travel, etc.) in such a way as to avoid property damage to the University and to ensure that such decisions are consistent with the overall interests and needs of the University,



- m) ensure that timely and effective measures are taken to protect University property,
- n) continuously seek out promising employees, provide them with opportunities for professional development and bring them to the attention of their supervisors,
- o) provide training in occupational safety and health, fire protection and occupational hygiene for employees.

### **3. Employee rights**

In addition to the rights under the Labour Code, employees have the following rights:

- a) to ask for an explanation of your salary and an opportunity to consult the wage regulations,
- b) reimbursement of expenses incurred in connection with the performance of work, in particular travel and other allowances in accordance with the applicable regulations,
- c) to information concerning the fundamental directions of the University's development, changes in staffing in the University's management, as well as to other information significantly affecting its operation; the right to information referred to in Sections 276, 278 to 280 of the Labour Code may be exercised by employees via the USB website or its components, where such information is published on an ongoing basis,
- d) in accordance with internal regulations, request to be informed of the performance appraisal and to discuss any objections raised against its content,
- e) upon the commencement of employment, the employee must be familiarised with the relevant occupational safety and health regulations and, during the course of employment, with all measures taken by USB in this area.

### **4. Employee care**

- a) The employer shall create working conditions for employees that enable them to perform their work in a high-quality, cost-effective, and safe manner and that contribute to their professional development in the manner specified in the applicable collective agreement and other internal regulations.
- b) The employer shall cover the cost of necessary initial and periodic examinations of its employees and shall provide a financial contribution to its employees to cover one main meal per day.
- c) The employer shall grant sick leave to employees in employment, in accordance with the collective agreement and at their request, for short-term illness, without the need to provide proof of sick leave and regardless of the amount of leave taken, to the extent provided for in the applicable collective agreement. The employee shall notify his/her immediate supervisor immediately, for example by telephone, of the use of sick leave and, on returning to the workplace, shall submit a request via the



information system or submit a request on the form on the USB website. The employee shall be entitled to wage compensation for this sick leave in the amount of his/her average earnings. This sick leave with pay may not be taken during the probationary period. Unused days cannot be carried over to the following year.

- d) In accordance with the collective agreement, the employer shall grant employees, upon their request, short-term leave without pay for a maximum of 15 days during the calendar year, unless serious operational reasons prevent it. Employees who take unpaid leave at their own request shall pay the general health insurance premiums at their own expense during this period.
- e) In accordance with the collective agreement, the employer shall allow employees to study or undergo training to improve their qualifications, subject to a written agreement.
- f) In the event that an employee dies as a result of an occupational accident or occupational disease and in the event of permanent consequences of an occupational accident not caused by the employee, the employer shall compensate the employee or his/her family members in accordance with the applicable provisions of the Labour Code.

## **5. Ban on private enterprises at USB**

In connection with the provisions of § 19 and § 20 of Act No 111/1998, on Higher Education Institutions:

- a) private enterprises and any other entrepreneurial activities of USB employees are prohibited at USB and all its organizational units; employees may not use USB premises, including the University's equipment, for such activities,
- b) when conducting private business activities of USB employees, it is prohibited to mention and use USB telephone numbers, to mention the addresses of USB and its organizational units as contact points for private business activities,
- c) if the employee wishes to engage in gainful employment activities that are identical to the employer's business, he/she is obliged to request the written consent of his/her employer and to proceed in this matter in accordance with Section 304 of the Labour Code; an exception to this obligation is the performance of scientific, pedagogical, journalistic, literary, and artistic activities.

## **6. Consequences of breaching work obligations**

The fulfilment of work duties by employees is one of the basic prerequisites for the successful operation and protection of the legitimate interests of the University. It consists primarily in the qualified, active and consistent performance of work tasks and in the qualified use of knowledge and skills.



In the event of a breach of work duties, one of the following measures will be applied, taking into account the circumstances and seriousness of each case, subject to the time limits and deadlines set out in the labour law and after the employee who committed the breach has made a statement:

- a) the employee's immediate supervisor discusses the breach of duty with the employee and advises the employee of the wrongfulness of his/her actions,
- b) the employee's immediate superior or the employee's superior according to the applicable organisational structure discusses the breach of work duties with the employee and instructs him/her on the impropriety of his/her conduct before the collective of employees of the organisational unit,
- c) a superior employee competent for legal acts in employment relations gives notice of termination on behalf of the employer on the grounds of a serious breach of obligations arising from legal regulations relating to the work performed by the employee pursuant to the provisions of Section 52(g) of the Labour Code, after consultation with the trade union,
- d) the employee's supervisor competent for legal acts in employment relations shall immediately terminate the employment relationship with the employee in accordance with the provisions of Section 55(1)(b) of the Labour Code, after consultation with the trade union.

At the same time as the measure referred to in points (a) and (b), the employee shall receive, depending on the nature of the breach of his/her duties, a written warning of the possibility of dismissal for breach of his/her duties. Depending on the nature of the case, and in particular if the matter requires a more detailed investigation, the staff member responsible for examining the case may set up a committee as his advisory body.

#### **Part V. Working hours, rest periods and recording of working time**

- a) The working hours are set at 40 hours per week. This does not include daily meal and rest breaks.
- b) The employer must provide the employee with a meal and rest break of at least 30 minutes after no more than 6 hours of continuous work; a juvenile employee must be given such a break after no more than 4.5 hours of continuous work.
- c) The working time of employees in the three-shift and continuous work mode is 37.5 hours per week and in the two-shift mode 38.75 hours per week.
- d) In the case of an employee under 18 years of age, the length of a shift on any one day may not exceed 8 hours and in multiple basic employment relationships the length of working time may not exceed 40 hours per week in aggregate. The juvenile employee shall provide the Human Resources Office with timely information on the commencement (extension) of dependent work for another employer for the duration of the employment relationship with USB.



- e) Shorter working hours below the scope set out in Section 79 of the Labour Code may only be agreed in writing in the employment contract. The employee is entitled to wages corresponding to these shorter working hours.
- f) Forms of working time distribution can be defined as:
  - evenly distributed,
  - unevenly distributed,
  - flexible working hours.

The distribution of working time and the determination of the range of employees affected by the respective distribution of working time is the responsibility of the Rector, deans of the faculties and the Director of D&R.

- g) An employee may apply for an exemption from the prescribed working hours on the prescribed form, which is stored on the USB website in the Rector's current ordinances. Exceptions shall be granted by the employee's immediate supervisor.
- h) Employees caring for a child up to 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) who request shorter working hours from their employer shall be accommodated by the employer. With the reduced working hours, the wage is reduced proportionally in accordance with generally applicable regulations.
- i) Working hours, overtime, on-call, hazardous work and night work must be recorded electronically for individual employees via the information system or on a time sheet. The employee shall complete the time sheet and have it approved by his/her supervisor by the 3rd working day of the following month. The forms must be submitted to the Payroll Accounting Office by the third calendar day of the month and filed as a basis for payroll calculation and archiving. The Rector, deans of the faculties and the Director of the D&R shall determine, in accordance with the Rector's ordinance and the applicable collective agreement, the record and adjustment of employees' working time, the beginning and end of working time, the range of meal and rest break times and the place where employees' working time begins. An employee shall be entitled to consult his/her working time records.
- j) Overtime work and work on rest days may be ordered by the employer only exceptionally and in accordance with the conditions set out in the Labour Code and the applicable collective agreement.

## **Part VI – Recuperation leave**

- a) Employees who meet the statutory conditions for annual leave are entitled to annual leave to the extent of:
  - Academic staff – 8 weeks
  - other staff – 5 weeks



- b) The employer is obliged to determine the employee's leave so that the leave is taken in the calendar year in which the employee's right to leave accrues, unless the employer is prevented from doing so by obstacles at work on the employee's side (temporary disability, maternity leave, parental leave) or urgent operational reasons.
- c) The employee is obliged to take the leave by the end of the calendar year for which the leave entitlement was earned; exceptionally, the possibility of taking leave after the end of the relevant calendar year so that it ends by the end of the next calendar year is allowed in cases where the employee was unable to take the leave for urgent operational reasons or due to obstacles at work (temporary incapacity for work, taking maternity or parental leave).
- d) The employer must determine the duration of this leave after the end of these obstacles to work, in writing 14 days before the date of commencement of this leave.
- e) If the use of leave is not determined by 30 June of the following calendar year at the latest, the employee shall also have the right to determine the use of leave.
- f) The employee is obliged to request the employer in writing to take leave on the chosen date via the information system or on the prescribed form on the USB website, at least 14 days in advance, unless the employee and the employer agree otherwise. If the employee has applied for leave using the prescribed form, he/she must, after signing it by his/her supervisor, immediately forward the approved form to the Payroll Accounting Office or the designated unit.
- g) The employer shall grant the employee leave in accordance with the applicable collective agreement.
- h) The employee shall be entitled to a salary compensation for the period of leave in the amount of average earnings. Upon termination of the employment, the employer is obliged to provide the employee with wage compensation for untaken leave.
- i) The duration of leave shall be determined by the employee's immediate superior in accordance with the labour law and the leave schedule. The leave schedule, with the prior approval of the trade union, shall be approved by the head of the unit who may exceptionally decide, for important operational reasons, to provide leave on a different date from that provided for in the leave schedule. By 30 April of the calendar year in which the employee is entitled to leave, the employee shall submit the leave plan to his or her supervisor in person via the information system or in writing.
- j) The employee applies for leave and notifies the employer of the leave of absence through the information system or through the consent forms for leave and sick leave are available on the USB website.

## **Part VII – Obstacles to work**

- a) The employee is obliged to prove the obstacle to work on his/her side and its necessary extent in advance; in cases where this is not possible, without undue delay after the obstacle has arisen.



- b) The employee must request leave for an obstacle to work from his/her immediate supervisor. The employee shall prove the work interruption and the duration of the work interruption, usually by means of a certificate from the competent institution.
- c) In the event of obstacles on the part of the employee for reasons of general interest within the meaning of the provisions of the Labour Code, the procedure shall be in accordance with generally binding legal regulations, and the employee shall be obliged to prove that these activities cannot be carried out outside working hours.
- d) If an employee has been declared temporarily unfit for work due to illness or accident, he/she must immediately notify his/her supervisor (if his/her health permits) and submit a certificate issued by a competent doctor within 3 days. In the event of prolonged incapacity for work, the employee must produce a certificate of the duration of the incapacity for work. Similarly, the employee shall claim sickness insurance benefits or other entitlements under special legislation on the prescribed forms. Failure to submit proof of sick leave by the last day of the month shall expose the employee to the risk of non-payment of the relevant benefits on the following pay date.
- e) Important personal obstacles at work for which leave is granted, the range of persons to whom it may be granted, and the extent of leave are listed in the Annexe to Government Decree No 590/2006.

#### **Part VIII – Business trip**

- a) An employer may send an employee on a business trip for the period of necessary need if this possibility is agreed in the employment contract or in the agreement on work performed outside the employment relationship.
- b) An employee is sent on a business trip by his or her superior under the conditions laid down in generally binding legal regulations and in accordance with the contractual agreement between the employee and the employer in the employment contract.
- c) The decision to send an employee on a business trip is made in advance by the employee's supervisor by signing a prescribed form – a travel order. In the decision to send the employee on a business trip, he/she shall specify:
  - place of work on a business trip,
  - the day the business trip starts and the day it ends,
  - mode of transport (means of transport),
  - for a multi-day business trip, the type of accommodation (type of accommodation, maximum price),
  - any advance on travel expenses and the amount of the pocket money.
- d) The employee is obliged to report on the course and results of the business trip to the superior employee who sent him/her on the business trip within 3 days of his/her return from the trip. At the same time, he/she shall settle the accounting of the business trip.
- e) The reimbursement of expenses provided to employees in connection with business travel is governed by statutory provisions and the relevant internal regulations of USB.
- f) The superior employee of the workplace to which the academic employee sent on a business trip is assigned shall be responsible for conducting the instruction on behalf of the academic employee.





- g) An employee may not undertake a business trip using a means of transport (in particular a car) other than that designated by the employer.

### **Part IX – Salary and wage entitlements**

- a) Remuneration of employees for work performed is provided on the basis of the valid USB wage regulations.
- b) The employee is informed of the amount of the wage and other wage entitlements on the basis of a wage assessment or a contractual wage agreement.
- c) The amount of remuneration from agreements on work outside the employment relationship is agreed in the relevant agreement.

### **Part X. – Liability for damage caused**

The employee is responsible to the University:

- a) for damage caused by culpable breach of duty in the performance of work tasks or in direct connection with it,
- b) for breach of duty to avert damage,
- c) for the shortfall in entrusted values, which the employee is obliged to account for,
- d) for the loss of tools, protective equipment and other similar items entrusted to him by his employer against written confirmation.

Material liability agreements<sup>1</sup> must be concluded with employees who, as part of their work activity, exclusively dispose of the values entrusted to them for the entire period of time for which they have been entrusted. An employee who refuses to conclude a material liability agreement for the entrusted values, while the management of these values is part of his/her job description, cannot carry out such an activity; this fact is grounds for a transfer agreement to other work or for dismissal under Section 52(f) of the Labour Code (failure to meet the requirements for the proper performance of the agreed work without fault on the part of the University). Depending on the conditions at the specific workplace,

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<sup>1</sup> Material liability agreements:

- a) agreement on liability for the protection of the values entrusted to the employee for settlement according to Sections 252 – 254 of the Labour Code;
- b) a confirmation of the receipt of the items pursuant to Section 255 of the Civil Code on liability for loss of entrusted items;
- c) agreement on liability for the loss of entrusted objects according to Sections 255 – 256 of the Labour Code.



an agreement on joint material responsibility may be concluded with the employees.

The University is obliged to claim from the employee compensation for damages for which the employee is liable to it. If he or she fails to do so, the University shall be liable for the damage to the person who has failed to fulfil this obligation. Notification of damages and the procedure for determining the amount of compensation to be claimed from the employee, or the manner and extent of its reduction, or even waiving the claim for compensation, is within the competence of the Rector, deans of faculties and directors of units of the University. The amount of compensation required must be notified to the employee who caused the damage within one month of the discovery of the damage. The heads of all organisational units are responsible for ensuring that the damage is not statute-barred.

The University is liable to the employee for damages incurred:

- a) in the course of or in direct connection with the performance of his/her duties, by violating legal obligations or by deliberately acting against the rules of decency and civil coexistence,
- b) as a result of an occupational accident and disease,
- c) on items left by the employee in the course of or in direct connection with the performance of his/her work duties in a place designated for that purpose or in a place where they are normally stored, in accordance with employment law; the University shall be exempt from liability in whole or in part if it is proven that the employee has violated the provisions of these Employment Regulations and other regulations on securing property from theft or damage,
- d) in reversing the damage.

The employee shall report the damage in writing without undue delay, usually to the employee's immediate supervisor, in the case of damage to stored items, no later than 15 days from the date on which the employee became aware of the damage. In the notification, he shall state when and how the damage occurred and any other relevant information according to the nature of the case, in particular any witnesses or other circumstances which would corroborate the information.

The employee who witnesses the accident or first becomes aware of it shall arrange for medical treatment without delay. The injured employee, if he is able to do so, and any employee who witnesses or has first knowledge of the accident, shall notify the injured employee's supervisor without undue delay.

The supervisor of the injured employee or another employee designated for this purpose shall ensure that the causes of the accident, as well as other circumstances, are ascertained, that a record of the accident at work is drawn up in accordance with the results of the investigation, and that measures to prevent the recurrence of similar accidents are introduced without delay in accordance with generally binding legal regulations and that their implementation is checked within a specified time limit. A copy of the accident record shall be issued to the injured employee.



## **Part XI – Reporting of emergencies**

All statutory representatives of USB units and all supervising employees of individual workplaces are obliged to immediately and accurately inform the Rector of USB or his office of all events during which the following occurred in particular:

- a) serious injury to a USB employee or student, both on and off campus,
- b) the summoning and the intervention of the emergency medical services at USB,
- c) fatal injury or sudden death of a USB employee or student,
- d) assault, burglary, or theft that has damaged an employee, student, or University property,
- e) to call the police or to intervene on the initiative of the USB police,
- f) an explosion, fire, or other natural disasters at USB,
- g) a situation threatening the health and safety of USB employees and students,
- h) the summoning of the fire department or their own intervention at the USB,
- i) missing USB employees or students,
- j) suspicion of criminal activity by USB employees or students,
- k) unwanted leaks of information.

The communication and information on the events must include a full list of the measures already taken and, where appropriate, the partial results of the investigation. The obligation to report includes the obligation to keep the Rector of USB informed of the further course of events, the progress of the investigation and the outcome and conclusion of the investigation.

## **Part XII – Substitution**

- a) Managers of all organisational units are obliged to arrange for the substitution of absent employees. If another employee leaves his/her post for more than one month or permanently, he/she shall, before leaving, submit a written summary of outstanding and in-progress work tasks to his/her immediate superior. In the case of staff members who have material responsibility, an inventory of the values entrusted to them shall be taken.
- b) In the event of absence for more than 2 weeks, the authorisation to substitute must be made in writing, stating:
  - the name and functions of the represented and the representative,
  - scope of representation,



- the time of the crowd,
- the signature of the immediate superior and the signature of the representative.

### **Part XIII – Final Provisions**

- a) Supervising employees in all parts of the University are required to ensure that the following are familiar with the Employment Regulations:
  - all employees of the University,
  - new employees concurrently with the conclusion of the employment relationship.
- b) A statement signed by the newly recruited employee stating that he/she is familiar with the Employment Regulations will be placed in his/her personnel file.