



Annexe to Rector's Ordinance R 600

Workplace 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 the '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 the 'Labour Code' or 'LC'), issues these Workplace Regulations, which shall be applied and interpreted with respect for 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 welfare of USB, the continuous improvement of his/her own professional competence, and moral integrity.

Part I – Definition of certain terms

- a) Employee – an individual who has undertaken to perform dependent work under basic employment. Only a person who has reached the age of 14 years may undertake dependent work.
- b) Under the Labour Code, an employee under the age of 18 is a juvenile employee.
- c) Employer – a person for whom an individual has undertaken to perform dependent work under basic employment.
- d) Senior employee – an employee who, at various levels of management, is authorised to determine and impose work tasks on subordinate employees, to organise, direct and check their work and to give them binding instructions to that end.
- e) Person authorised to act in the context of labour relations – the USB Rector, the Deans of Faculties, and the Director of the Dormitories and Refectories (hereinafter referred to as 'D&R USB') are authorised to act legally in the context of labour relations on behalf of the University. Other employees may act legally in the context of labour relations only on the basis of a written authorisation and to the extent specified in the authorisation. The Rector, the Deans of the Faculties and the Director of D&R grant authorisations within the scope of their authority as laid down by the Higher Education Act and other organisational regulations.

Part II – General provisions



- a) The Workplace Regulations are binding for USB and all staff employed by USB. These Workplace Regulations apply analogously to staff working for USB under agreements for work performed outside employment unless the Labour Code, these Regulations or the agreement concluded indicate otherwise.
- b) The Workplace Regulations further elaborate 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 obligations, which are not directly contained in the employment contract or agreements on work outside the employment. If an area of labour relations is not directly regulated by the Labour Code and is not regulated by other internal standards of USB, by a collective agreement or agreed with the employee, USB 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 to the detriment of another party or to the degradation of their 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 shall be considered to be a degradation of human dignity.
- e) The employer shall not penalise or disadvantage an employee in any way for asserting his or her rights and entitlements under employment law.

Part III – Employment

1. Conditions for employment

An employee may be recruited if they:

- a) are a citizen of the Czech Republic, a citizen of another EU Member State or a citizen of another state with a valid long-term or permanent residence permit in the CR;
- b) meet the qualification requirements and are fit for the activity to be performed;
- c) provide a structured professional curriculum vitae;
- d) provide proof of having passed an initial medical examination, if required by law;



- e) provide a criminal record extract not older than three months, if the person authorised to act in the context of employment decides that the nature of the work for which the applicant is to be recruited requires evidence of a clean criminal record;
- f) complete and submit other documents required by the employer;
- g) in particular, they shall prove the data required for personal registration using the following:
 - identification card, travel document, or proof of residence in the CR;
 - evidence of qualifications, experience, or scientific and publishing activities;
 - a confirmation of employment from the previous employer, which is issued at the end of the employment (credit for length of employment for the purposes of the length of leave, deductions from wages, etc., in accordance with Section 313 of the LC);
 - a certificate of the type of pension granted, if a pension has been granted;
 - documents for the application of non-taxable amounts from the personal income tax base from dependent activities and from emoluments.

No later than 7 days after the employment has been established, the employee shall be given a job description in writing.

2. Establishment of the employment

- a) The employment between the employer and the employee is established by a written contract of employment or by appointment in the cases provided for in the Higher Education Act. The employment shall be established on the date agreed in the contract of employment as the date of commencement of work or the date specified as the date of appointment to the post of a supervisor.
- b) The employment contract shall be concluded on behalf of the employer by the employee authorised to do so. The contract of employment must be signed by both parties no later than the day on which the employee starts work. The employee may not start work without a signed employment contract.
- c) In order to conclude an employment contract with a juvenile employee, the opinion of his/her legal representative must be sought.
- d) The conclusion of an employment between spouses or partners is governed by the current LC.
- e) The employment contract is prepared by the human resources office in two originals, one of which is issued to the employee after both parties have signed it, 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 seven calendar days.
- g) The employment contract shall state:
 - the name of the employer,
 - the name, surname, title, date of birth, permanent address and personal number of the employee,
 - the type of work (position) to be performed by the employee for the employer,



- the place of work,
 - date of commencement of work,
 - probationary period,
 - information on rights and obligations and internal regulations, basic duties of the employee, confidentiality obligations, rights to copyright, negotiation and extension of fixed-term employment,
 - other agreed terms and conditions.
- h) When a fixed-term employment is agreed, the date on which the employment ends (specific date, completion of certain work, return from maternity leave, etc.) must be clearly indicated in the employment contract.
- i) In a subsequent employment with the same employer, the employee may not perform work that is of the same type. This restriction does not apply to a further legal relationship based on an agreement on completing a job or an agreement on performing work concluded during the period of parental leave or part thereof.
- j) At the time of conclusion of the employment, the jobseeker must be informed of his/her rights and obligations, the Collective Agreement, the Workplace Regulations, the legal and other provisions on health and safety at work which he/she must comply with in his/her work, the internal regulations and the adaptation plan.
- k) The employer's written information, which the employer shall give to the employee within 7 days of the start of the employment, shall include the following information, unless it is already included in the employment contract: the amount of leave, the method of determining the length of leave, the procedure to be followed by the employer and the employee in terminating the employment, the duration and length of the notice period, professional development, overtime, 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 method of remuneration, the due date for payment of wages, the place and method of payment of wages, information on the weekly working hours and the working hours schedule and information on the collective agreement governing the employee's working conditions, and information on the social security body to which social security contributions are paid in connection with the employee's employment, information on the delivery of documents via an electronic communications network or service pursuant to Sections 334 and 335 of the Labour Code, the delivery of documents to the employee's data box pursuant to Section 335a of the Labour Code, and information on the use of multi-factor authentication (MFA) when logging into information systems. The employer shall inform the employee of changes to the above information without delay, no later than the day on which the change takes effect. The written information to the employee referred to in that paragraph shall be forwarded by the human resources office or, where appropriate, by the designated supervisor.
- l) Where an employer sends an employee to perform work in the territory of another state for a period of more than four consecutive weeks, he shall inform the employee in writing in advance of the state in which the work is to be performed, the expected duration of the posting, the currency in which the wages will be paid, the monetary or material benefits to be provided 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 employee referred to in that paragraph shall be arranged by the human resources office or the designated supervisor.
- m) The conclusion of agreements on work performed outside the employment and the details thereof shall be governed by the current LC. The employer shall provide employees with whom the employer concludes agreements on work performed outside the employment with written information within 7 days of the date of commencement of the



work, which shall contain the same information as in the case under (k), with the following exceptions: information on the procedure that the employer and the employee are obliged to follow when terminating a legal relationship based on an agreement on completing a job or an agreement on performing work, the duration and length of the notice period, information on the expected scope of working hours, the distribution of working hours 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, its due date, the date of payment and the method of its payment. If the employer sends an employee with a concluded agreement on completing a job or an agreement on performing work to perform work in the territory of another state, the employer shall inform him/her in a similar way as the employee in an employment pursuant to (l). Remuneration under the agreement on completing a job and the agreement on performing work shall be paid on the basis of the submission of an approved and signed work schedule and a signed and approved statement of work.

- n) Certificates of employment, of the employee's income, etc., the provision of which is not compulsory under the legislation in force, shall be issued by the human resources office only at the employee's request and within 5 working days.

3. Filling academic vacancies

- a) Academic staff vacancies shall be filled on the basis of a selection procedure. The selection procedure may be waived in the case of a repeated employment contract with an academic employee, if the post to be filled is held by him or her, or in the cases provided for in the relevant internal regulations of USB.
- b) Details of the selection procedure for academic staff positions are laid down in the relevant internal regulations of USB.

4. Dissolution and termination of employment

- a) A proposal for termination of employment by agreement, termination of employment, 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 constituent part of USB at which the employee has a place of work. The supervisor must forward the document to the human resources office.
- b) The employer may terminate the employment with the employee only under the conditions provided for by generally binding legal regulations and in relation to some specific provisions of these Workplace Regulations.
- c) Notice periods shall be governed by the relevant provisions of the Labour Code. During the notice period, the employee shall perform the work agreed in the employment contract. The employee's supervisor shall be entitled to restrict the competence or provision of information to such employee, taking into account the nature of the reasons for his departure.



- d) On termination of the employment or a legal relationship based on an agreement on performing work or completing a job, if it has given rise to participation in the health insurance scheme, the employer shall be obliged to issue the employee with a certificate of employment and to indicate in it the facts laid down in the implementing legislation and other documents relating to the personal data of the employee.
- e) If the employee requests the employer to issue an employment report, the employer is obligated to issue the report within 15 days. However, the employer shall not be obliged to issue it earlier than two months before the end of the employee's employment. An employment report is any document relating to the evaluation of the employee's work, his/her 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 certificate, he/she may, within three months of the date on which he/she became aware of its content, apply to the court for an order that the employer modify it accordingly.
- g) The invalidity of termination of the employment by notice, immediate termination, termination during the probationary period or by agreement may be claimed by either the employer or the employee in court within a maximum period of 2 months from the date on which the employment would have ended by such termination.
- h) Upon termination of the employment, the employee shall be obliged to make a written summary of unfulfilled work tasks and to inform his/her immediate superior of the status of the work and what needs to be done in the near future. He/she must also hand in personal and work equipment and other items belonging to the employer, and a duly completed and confirmed clearance form. In the case of employees who have material responsibility, an inventory of the assets entrusted to them shall be taken. A record shall be made of the transfer of tasks, the handing over of items, the settlement of liabilities and the inventory of entrusted assets, a copy of which shall be given to the employee. The provisions of this point shall also apply to the termination of the agreement on performing work.
- i) An employee whose employment is terminated by notice given by the employer for the reasons set out in Article 52(a) to (c) of the Labour Code or by agreement for the same reasons is 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. Transfer of remits and work tools

- a) Before termination of employment, on permanent transfer to another job, before taking maternity or parental leave, or on any other release from work in the employee's current job, the employee must, before leaving, put the remit he or she has been working on in such a state that it can be taken over by the designated employee and ensure its continued smooth operation, in particular by properly handing over stamps, organising and handing over all documents, including data and information stored on the computer equipment 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 the legislation in force, the employee shall, at the request of the employer, undergo an exit medical examination before termination of employment.



- c) If the employee has been provided with personal protective equipment or items of University property, he/she is obligated to return them in a condition corresponding to their normal wear and tear before the end of the employment. The relevant organisational unit is obliged to keep records of the provision and return of personal protective equipment and other items of University property.
- d) If, in addition to the assignment of functions, the employee has been granted other authorisations enabling him to act externally on behalf of the University, which do not cease on revocation from office, or by termination or change of employment (e.g. the right to sign money orders, authorisations to act, etc.), the person who granted the authorisation must revoke it and ensure that the relevant written confirmations are returned by the employee.

6. Protection of employees' personal data

The employer is authorised and obliged to process the personal data of employees in accordance with generally binding legal regulations and the internal regulations of USB. In particular, it is authorised 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 data provided by the employee;
- c) ensure the protection of the employee's personal data against unauthorised access by unauthorised persons or misuse;
- d) ensure the proper archiving of the personal data of employees whose employment has ended.

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

- a) authorities competent to monitor compliance with labour law;
- b) law enforcement authorities;
- c) other public authorities, if provided for by generally binding legal provisions.

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

Part IV – Rights and obligations of employees

1. Basic obligations of employees



In order to ensure the quality of the University's activities, employees are required to:

- 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, the internal regulations of the University and its constituent parts to which they are organisationally assigned, carry out the orders of their superiors and their 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 for the performance of 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 instruction;
- e) observe and make full use of the working hours set;
- f) maintain order in the workplace, properly manage the resources 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 another supervising employee;
- h) take action to avert the threatened damage to the employer if the action is urgently required and the employees are not prevented from doing so by an important circumstance; such a circumstance may be considered to be a threat to the employee's own person, to other employees or to a person close to the employee;
- i) guard the stamps, if entrusted to them, against loss and misuse and, in the event of loss, theft or misuse, report the fact without delay to their supervisor, who shall take appropriate action in accordance with the nature of the matter;
- j) not to use the employer's production and working facilities, including computer equipment, or its telecommunications equipment for their personal use without the written consent of the employer;
- k) ensure that their personal property and that of their co-workers is protected against theft or damage at the workplace; they shall place their clothing and personal items that are usually worn at work exclusively in designated places (lockers, desks, or other lockable places designated by their superiors) items that are not usually brought to work (large amounts of money, jewellery, and other valuables) that cannot be kept on their person must be secured with the utmost care in lockable spaces; employees are obliged to lock the premises where they store their outer clothing and personal items, even when leaving these premises for a short time and when no other employees remain in the premises, and not to allow free access to their workplaces;
- l) comply with regulations on occupational health and safety and fire protection;
- m) comply with the regulations governing the protection of personal data;



- n) follow the orders and instructions of their immediate superior or, where applicable, the instructions of a higher superior, and inform their immediate superior thereof without undue delay;
- o) notify their superior if his or her instruction or order is contrary to applicable regulations; if the superior does not change his or her decision, they shall immediately report the matter to a higher superior for further action;
- p) immediately notify their immediate superior if they encounter obstacles at work and provide a 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 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 assessed against the employee for damages;
- r) provide only truthful and verified information in relation to students and other persons;
- s) not to abuse possible employee benefits and access to work-related information to obtain undue advantage for themselves or others;
- t) not accept from students and others any material or immaterial benefits, except flowers and other small non-monetary benefits which may be considered as an expression of satisfaction with the employee's conduct;
- u) maintain confidentiality of facts which come to their knowledge in the course of their employment and which, in the interests of the employer, must not be disclosed to others;
- v) not to consume alcoholic beverages or other addictive substances on the employer's premises and during working hours and outside these premises, not to enter the employer's premises under their influence and to observe the prohibition of smoking on all the employer's premises;
- w) undergo a screening for alcohol or other addictive substances in accordance with the Rector's arrangements, as instructed by the employee's supervisor within the applicable organisational structure;
- x) participate in occupational safety, fire protection and occupational hygiene training;
- y) undergo occupational health services from an occupational health service provider.

2. Obligations of managers

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

- a) manage, organise and supervise the work of subordinate staff in accordance with the applicable legal and internal regulations, guide employees in complying with their obligations under the employment, and ensure that there is no breach of or failure to perform their duties;



- b) in accordance with internal regulations and standards, regularly, at least once a year, evaluate the performance of employees and their work results, appreciating the initiative and work efforts of subordinate employees;
- c) to 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 regulation;
- d) to fulfil the obligations towards employees and, where appropriate, employee representatives concerning the right to information and consultation on specified matters;
- e) to acquaint subordinate employees with their rights, duties and responsibilities and to define their specific scope, giving them clear orders and instructions, applying appropriate working methods and making use of all technical facilities in their field to make work easier, faster, better and more cost-effective;
- f) create favourable working conditions for employees and ensure compliance with generally binding and internal university regulations on management, organisation and provision of occupational health and safety and fire protection, and organise regular inspections at all workplaces to this end;
- g) before deciding on employment or submitting a proposal for the employment of an employee, comprehensively assess the candidate, particularly with regard to their aptitude for successfully performing the work for which they are to be assigned;
- h) ensure that working hours are used efficiently, and provide a plan for the allocation of working hours in light of the tasks assigned;
- i) ensure the conditions for raising the professional level of employees;
- j) guide employees in the performance of their duties and impose consequences for breaches of or neglect of their duties;
- k) ensure that subordinate employees represent the University appropriately in their speech and appearance;
- l) take decisions, in particular, on matters of a fundamental nature (e.g. workplace equipment, further training of employees, foreign travel, etc.) in such a way as to avoid to the financial detriment of the University, and 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 the University's assets;
- n) consistently 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, 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) Employees have the right to request an explanation of their wages and to consult the wage regulations.
- b) Employees have the right to be reimbursed for expenses incurred in connection with the performance of their work, in particular travel and other allowances, in accordance with the applicable regulations.
- c) Employees have the right to information concerning the fundamental directions of the University's development, changes in the membership of 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 website of the University, or its constituent parts, where such information is published on an ongoing basis.
- d) Employees have the right in accordance with internal regulations and standards, to request to be informed of the performance evaluation and to discuss any objections raised against its content.
- e) On taking up employment, the employee must be informed of the relevant occupational safety and health regulations and, during the course of his/her employment, of any measures taken by USB in this area.

4. Employee care

- a) The employer shall provide employees with working conditions which enable them to perform their work in a high-quality, cost-effective and safe manner and to develop their professional skills in the manner specified in the applicable collective agreement and in the internal regulations and standards of USB.
- b) The employer shall cover the cost of the necessary initial and periodic examinations of employees, provide a financial contribution to its employees to cover one main meal a day in the form of a meal allowance and, if the conditions are met, provide a contribution to retirement savings products from the social fund.
- c) The employer shall grant discretionary leave, in accordance with the collective agreement and at the request of the employees, without the need to provide the certificate confirming temporary incapacity to work and regardless of the amount of annual 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 the discretionary 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 discretionary leave in the amount of his/her average earnings. This discretionary 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 short-term leave without pay to employees at their request for a maximum of 15 days per 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 of the death of an employee as a result of an occupational accident or 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. Prohibition of private enterprises at USB

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

- a) Private enterprises and any other business activities of USB employees are prohibited at USB and all its organisational units; employees may not use USB premises for such activities, including the University's equipment.
- b) When conducting private business activities of USB employees, it is forbidden to mention and use USB telephone numbers, to indicate the addresses of USB and its organisational units as contact points for private business activities.
- c) In the event that an employee wishes to engage in a gainful activity that is identical to the subject of the employer's activity, 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 breach of employment obligations

The fulfilment of employment obligations 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 competent use of knowledge and skills.

In the event of a breach of employment obligations, taking into account the circumstances and seriousness of each case, subject to the time limits and deadlines set out in the labour legislation and following a statement from the employee who has committed the breach of employment obligations, some of the following measures apply:



- a) The employee's immediate superior shall discuss the breach of employment obligations with the employee and shall advise him of the wrongfulness of his conduct.
- b) The employee's immediate superior or the superior of the employee, according to the organisational structure in force, shall discuss the breach of his/her employment obligations with the employee and inform him/her of the impropriety of his/her conduct in front of the collective of employees of the relevant organisational unit.
- c) A superior employee authorised to act in labour relations shall, on behalf of the employer, give notice of termination to the employee on the grounds of a serious breach or persistent less serious breach of employment 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) A superior employee authorised to act in labour relations shall immediately terminate the employment 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, depending on the nature of the breach of his/her employment obligations, receive a written warning of the possibility of termination for breach of employment obligations. Depending on the nature of the case, and in particular if the matter requires a more detailed investigation, the employee responsible for examining the case may set up a committee as his advisory body.

Part V – Working hours, rest periods and records of working hours

- a) The weekly working hours are 40 hours per week. These working hours do not include daily meal and rest breaks.
- b) The employer shall provide the employee with a meal and rest break of at least 30 minutes after a maximum of 6 hours of continuous work; a juvenile employee shall be provided with such a break after a maximum of 4.5 hours of continuous work.
- c) The fixed weekly working hours for employees working three shifts and continuous work shall be 37.5 hours per week, and for employees working two shifts 38.75 hours per week.
- d) In the case of a juvenile worker under 15 years of age or a juvenile worker who has not completed compulsory schooling, the length of the shift shall not exceed 7 hours per day, and the weekly working hours shall not exceed 35 hours per week. In the case of a juvenile employee not referred to in the first sentence, the duration of the shift shall not exceed 8 hours per day, and the weekly working hours shall not exceed 40 hours per week. The length of the weekly working hours under this provision shall be assessed cumulatively across the several basic employments of the juvenile worker concerned. The juvenile employee shall provide the human resources office of the relevant constituent parts of USB with timely information on the commencement (extension) of dependent work for another employer for the duration of the employment 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 distribution of working hours can be defined as:
 - evenly distributed,
 - unevenly distributed,
 - flexible working hours.

It is the responsibility of the Rector, the Deans of the Faculties and the Director of D&R USB to determine the range of employees to be affected by the distribution of working hours.

- g) An employee may apply for an exemption from the established working hours on the prescribed form, which is stored on the USB website in the USB Rector's current ordinances. Exceptions are 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 the employer shall be granted such working hours by the employer. With the reduced working hours, the wages are reduced proportionally in accordance with generally applicable regulations.
- i) Working hours, overtime, on-call time, hazardous work, and night work must be recorded digitally for individual employees via the information system or on a working hours record form. The employee shall fill in the working hours information and have it approved by his/her supervisor by the 3rd working day of the following month. The forms must be forwarded to the payroll accounting office by the third calendar day of the following month and filed as a basis for payroll calculation and archiving. The Rector, the Deans of the Faculties and the Director of the D&R shall determine, in accordance with a Rector's ordinance and the applicable collective agreement, the recording and adjustment of employees' working hours, the beginning and end of working hours, the range of meal and rest break times and the place where employees' working hours begins. An employee shall be entitled to consult his/her records of working hours.
- 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 following extent:
 - 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 arises, unless the employer is prevented from doing so by obstacles to work on the part of the employee (temporary disability, maternity leave, parental leave) or urgent operational reasons.
- c) Taking into account the legitimate interests of the employee, the part of untaken annual leave which has accrued in the calendar year concerned and which exceeds 4 weeks and 6 weeks for academic staff (i.e. 5 days for non-academic staff and 10 days for academic staff) is carried over to the following calendar year.
- d) The employee shall be obliged to take the leave by the end of the calendar year in respect of which the leave is earned. Taking into account the legitimate interests of the employee, part of the leave entitlement is carried over in accordance with point (c). Exceptionally, leave may be taken after the end of the relevant calendar year so that it ends before the end of the following calendar year in cases where the employee has been unable to take leave for urgent operational reasons or because of obstacles to work (temporary work incapacity, maternity or parental leave).
- e) The employer is obliged to determine the duration of this leave after the end of these obstacles to work, in writing, 14 days before the date of commencement of the leave.
- f) If the taking of the 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 taking of the leave.
- g) The employee must request the employer in writing to take the 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 it is signed by his/her supervisor, immediately forward the approved form to the payroll accounting office or the unit designated for this purpose.
- h) The employer shall grant leave to the employee in accordance with the collective agreement in force.
- i) The employee shall be entitled to wage compensation at the rate of average earnings for the period of leave. On termination of employment, the employer shall compensate the employee for leave left untaken.
- j) The duration of the leave shall be determined by the employee's immediate superior in accordance with labour law and the leave schedule. The leave schedule shall be approved by the head of the unit, with the prior agreement from the trade union, who may, exceptionally, for important operational reasons, decide on a different start date for the employee's leave 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.
- k) The employee shall apply for leave and notify the employer of the leave of absence via the information system or via the Leave and Discretionary Leave Consent Form on the USB website.



Part VII – Obstacles to work

- a) The employee must 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 occurs.
- b) The employee shall request leave due to an obstacle to work from his/her immediate superior. The employee shall prove the obstacle to work and its duration, usually by means of a confirmation from the relevant 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 legislation, 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 shall immediately notify his superior (if health permits) and submit a certificate issued by the competent doctor within 3 days. In the event of prolonged work incapacity, the employee must produce proof of the duration of the work incapacity. Similarly, on the prescribed forms, the employee shall claim sickness insurance benefits or other claims under specific legislation. Failure to submit the certificate of work incapacity by the last day of the month shall expose the employee to the risk that the relevant benefits will not be paid in the following pay period.
- e) The important personal obstacles to work for which leave is granted, the range of persons to whom it may be granted, and the extent of the leave are listed in the Annexe to Government Decree No 590/2006.

Part VIII – Work travel

- a) The employer may send an employee on a business trip for the necessary period of time if this possibility is agreed in the employment contract or in an agreement on work performed outside the employment relationship.
- b) The employee shall be sent on a business trip by his or her superior under the conditions laid down in generally binding legislation and in accordance with the contractual agreement between the employee and the employer in the employment contract.
- c) The decision to send the employee on a business trip shall be taken in advance by the employee's superior, either through the information system or by signing a prescribed form – a travel order. In the decision to send an employee on a business trip, he/she shall specify:
 - the place of work while on the business trip,
 - the date of commencement of the business trip and the date of its termination,
 - the mode of transport (means of transport),
 - in the case of a multi-day business trip, the method of accommodation (type of accommodation, maximum price),
 - the advance on travel expenses, if any, and the amount of per diem allowance.



- d) The employee shall report on the course and results of the business trip to the superior of the employee who sent him on the business trip within 3 days of his return from the trip. At the same time, he/she shall settle the business trip.
- e) The reimbursement of expenses incurred by employees in connection with a business trip shall be governed by the statutory provisions and the relevant internal regulations of USB.
- f) The superior of the academic employee sent on a business trip is responsible for ensuring that instruction is carried out in his or her absence.
- g) The 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 – Wages and wage entitlements

- a) Remuneration for work performed shall be based on the applicable USB wage regulations.
- b) The wage paid for the relevant month must not be lower than the minimum wage. Otherwise, USB is obliged to pay the employee the difference up to the minimum wage. The general conditions for determining the minimum wage and its amount are laid down in the Labour Code and other binding regulations (in particular those governing the coefficient for calculating the minimum wage). For the purposes of the minimum wage, the wage for overtime, bonuses for work on public holidays, night work, work in difficult working conditions, and work on Saturdays and Sundays shall not be included in the decisive amount according to the previous sentence.
- c) The employee shall be informed of the amount of the wage and other wage entitlements on the basis of a wage slip or a contractual wage agreement.
- d) The amount of remuneration under agreements for work outside the employment shall be stipulated in the relevant agreement.

Part X – Liability for damage caused

The employee shall be liable to the University:

- a) for damage caused by culpable breach of duty in the performance of his/her duties or in direct connection therewith;
- b) for failure to perform a duty to avert damage;
- c) for any shortfall in the value entrusted to him, which he is obliged to account for;
- d) for the loss of tools, protective equipment and other similar items entrusted to him by the employer against written confirmation.



Material liability agreements¹ must be concluded with employees who, in the course of their work, exclusively dispose of the entrusted assets by themselves for the entire period for which they have been entrusted to them. An employee who refuses to enter into a material responsibility agreement for the entrusted assets, while the management of these values is part of his/her job description, cannot perform such an activity; this is grounds for a transfer agreement or termination of employment pursuant to 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 particular workplace, an agreement on joint material responsibility may be concluded with the employees.

The University is obliged to claim compensation from the employee for damages for which the employee is liable. If he or she fails to do so, the person who has failed to fulfil this obligation shall be liable to the University for the damage. 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 compensation claim, is the responsibility of the Rector, the Deans of Faculties and the Directors of constituent parts of USB. The amount of compensation claimed must be notified to the employee who caused the damage within one month of the discovery of the damage. The senior employees of all organisational units are responsible for securing damages before the statute of limitations expires.

The University is liable to the employee for the damage incurred:

- a) in the course of or in direct connection with the performance of his/her duties, through breach of legal obligations or wilful conduct contrary to the rules of decency and civil coexistence;
- b) as a result of an occupational accident or occupational disease;
- c) to items set aside by the employee in the performance of his/her duties or in direct connection therewith, in a place designated for that purpose or in a place where they are normally deposited, in accordance with labour law; the University shall be exonerated from liability in whole or in part if it is proved that the employee has violated the provisions of these Workplace Regulations and other regulations on securing property against theft or damage;
- d) in averting damage.

The employee shall report the damage in writing without undue delay, as a rule, to the employee's immediate superior, in the case of damage to deferred property, 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

¹ Material liability agreements:

- a) liability agreement to protect the values entrusted to the employee for settlement according to § 252–254 of the Civil Code;
- b) a receipt for the receipt of items pursuant to section 255 of the Civil Code on liability for loss of entrusted items;
- c) agreement on liability for loss of entrusted objects pursuant to § 255–256 of the Civil Code.



circumstances which would corroborate the information.

The employee who witnesses the accident, or who first becomes aware of it, shall immediately arrange for medical treatment. The injured employee, if able, and any employee who witnesses an accident or learns of it first, are obliged to notify the injured employee's superior without undue delay.

The superior of the injured employee or another employee designated for this purpose shall ensure that the causes of the accident and other circumstances are determined, draw up a record of the accident at work based on the results of the investigation without delay in accordance with generally binding legal regulations, and introduce measures to prevent similar accidents from recurring and check that they are implemented within the specified time limit. One copy of the record of the accident at work shall be issued to the injured employee.

Part XI – Reporting incidents

All statutory representatives of USB constituent parts and all heads of units shall promptly and accurately inform the USB Rector or his/her office of all incidents involving the following, in particular:

- a) a serious injury to a USB employee or student, both on and off campus;
- b) the emergency medical services were called to USB;
- c) a fatal injury or sudden death of a USB employee or student;
- d) an assault, burglary, or theft that damages an employee, student, or University property;
- e) the police were called or the police intervened on their own initiative at USB;
- f) an explosion, fire, or other natural disaster at USB;
- g) a situation threatening the health and safety of USB employees and students;
- h) the fire brigade was called or intervened at USB;
- i) a missing USB employee or student;
- j) suspected criminal activity by USB employees or students;
- k) unwanted leaks of information.

The communication and information about the events must include a full list of the measures already taken or partial results of the investigation. The reporting obligation includes the obligation to keep the USB Rector informed of the further course of events, the progress of the investigation as well as the outcome and completion of the investigation.

Part XII. Substituting



- a) Heads of all organisational units are obliged to ensure the organisational arrangements for substituting absent employees. If another employee leaves his/her post for more than one month or permanently, he/she shall, before leaving, provide a written summary of outstanding and work-in-progress tasks to his/her immediate supervisor. In the case of employees who have material responsibility, an inventory of the assets entrusted to them shall be taken.
- b) In the event of absence of more than 2 weeks, the authorisation to substitute must be made in writing, stating:
 - the name and capacity of the substituted and the substituting,
 - the scope of the substitution,
 - the duration of the substitution,
 - the signature of the immediate superior and the signature of the substituting person.

Part XIII. Final Provisions

- a) Supervisors of employees in all units of the University are required to ensure that the following are familiar with the workplace regulations:
 - all University employees,
 - new employees as they enter into employment.
- b) A statement signed by the newly recruited employee stating that he/she is familiar with the workplace regulations shall be placed in his/her personnel file.