

UNIVERSITY OF PARDUBICE	
Directive No. 18/2007 as amended by amendments No. 2, 4 and 6	
Issue:	Employment Rules of the University of Pardubice
Applicable to:	all university employees
Effective from:	1 January 2008
Ref. No.:	RPO/0078/07
Prepared and submitted by:	Bc. Zdenka Kortanová, head of the Human Resources
Approved by:	doc. Ing. Jiří Čákl, CSc., Vice-Rector for Internal Affairs

Having received the prior consent granted by the University trade union organisation (“ZO VOS”) in accordance with the provision of s. 306 of Act No. 262/2006, Coll. (Collection of Laws), the Labour Code, as amended by later regulations (“LC”), the University of Pardubice (“University”) has issued these Employment Rules, which shall be applied and interpreted while the democratic principles are to be respected and human rights of each individual are to be fully secured. The University is a public institution of higher education, in which citizens may work regardless of their political or religious beliefs and in which the principal criteria applicable to assessment of each employee shall include their working results, professional knowledge, the levels of their efforts while pursuing the University objectives, permanent improvement of their own skills, and moral irreproachability.

The Employment Rules shall further develop, in accordance with legal regulations, the provisions of the LC and other legal regulations and shall regulate certain details of labour-law relationships according to the University’s special conditions especially so that the University may be one of the academic centres for education, independent knowledge and creative activities.

PART I Scope of Applicability

Article 1 Applicability of Employment Rules

The Employment Rules of the University of Pardubice shall be binding on all University employees appearing to be in an employment relationship to the University. They shall also apply to employees working on the basis of agreements on work to be done out of an employment relationship with the exceptions stipulated in the LC.

PART II Employment Relationship

Article 2

Authorisation to Carry Out Legal Acts in Labour-Law Relationships

It is above all the authorised body of the University, i.e. its Rector, and also – pursuant to the relevant provisions of Act No. 111/1998 Coll., on universities and on modification and amendment of some other laws (“Act on Universities”) – deans of faculties and directors of University institutes that shall carry out legal acts on behalf of the University and make decisions concerning labour-law relationships. The University Bursar may also carry out legal acts and make decisions concerning labour-law relationships on the basis of an authorisation granted by the University Rector, namely in the scope of employees of the departments and divisions within his/her powers. Furthermore, managers charged to manage individual organisational departments and divisions (“Manager”) shall also be authorised to carry out certain acts in labour-law relationships, e.g. to permit business trips, to determine the holiday commencement date, etc. The scope of this authorisation shall be stipulated in the University organisational rules.

Article 3

Procedure Applied before Commencement of an Employment Relationship

(1) Advertisements to fill vacancies (both academic and others) shall only be published through the Human Resources, which shall notify the Labour Office of a vacancy at the University within 10 calendar days in accordance with the Act on Employment¹ and, without any unnecessary delay, i.e. within 10 calendar days at the latest, of the fact that the vacancy concerned has been filled.

(2) The vacancies for academic workers and some other employees listed in the rules for selective procedures shall be filled on the basis of a selective procedure.

(3) Husband and wife, common-law partners, parents, children, brothers and sisters, or any other related persons who are in close relationships to an employee may not be taken on to working positions in which one of them would directly report to or be supervised by the other one. The Manager competent to make decisions on labour-law issues may permit an exception in quite extraordinary cases except for direct supervision over the cash-box or book-keeping and accounting.

(4) In connection with the negotiations before the commencement of an employment relationship the person who acts in the negotiations concerning the employment relationship with a natural person on behalf of the employer may only require the data directly related to the conclusion of an employment contract.

(5) Before the employment contract is concluded, the employer shall inform the natural person about his/her rights and duties which would arise for the person from the employment contract or from the appointment to a working position, and about the working and wage conditions and duties arising from special legal regulations applicable to the job concerned.

(6) The Human Resources (“HR”) shall ensure that the natural person should undergo a

¹ Act No. 435/2004 Coll., on employment, as amended by later regulations

medical examination carried out by a contractual doctor.

(7) On the basis of a previous agreement made with the Manager of the division or department, or depending on the result of the selective procedure, the selected applicant for the employment shall come to the HR at least 15 working days in advance in order to fill in a personal questionnaire and some other printed forms. He/she shall also submit other documents that may be reasonably required from him/her. They shall include above all an identity card, official documents certifying the education level completed, certificate of employment (pension entitlement certificate), certificate of a completed medical examination, 1 photograph and other documents (if any) he/she uses to exercise his/her rights. Irreproachability from the criminal viewpoint may be required for certain positions; the prospective employee shall certify this by submitting a copy of the records made in the Crime Register of the Czech Republic. A certificate issued pursuant to a special act may be required for selected positions.² Foreigners shall also prove their irreproachability by submitting the relevant documents issued by the state of which they are the citizens as well as by the states in which they have resided for a period longer than 3 months in the course of the past 3 years. These documents may not be older than 3 months.

(8) The Manager, in whose department or division the new employee should commence to work, shall fill in the printed form entitled “Proposal to take on an employee so that the employment may be commenced”, shall prepare the “job description” for the new employee and shall deliver these documents to the HR at the latest 10 working days before the employee should commence to work so that the HR may prepare an employment contract on their basis.

Article 4 **Employment of Foreign Nationals**

(1) Nationals from EU member states and their family members shall not be considered foreigners for the purposes of employment. They shall not need any permit for employment in the Czech Republic from the Labour Office.

(2) For the purposes of employment according to the Act on Employment, a foreigner shall mean a person who is not a national of the Czech Republic or a national of the European Union, or his/her family member. Foreigners may only be employed if they have been granted an employment permit and a permit to reside in the territory of the Czech Republic. The foreigner shall apply for this permit either in person or through an authorised proxy. The Act on Employment shall contain a list of exceptions where the foreigner may work without any permit.

(3) The Manager of the relevant division or department in which a national of a state specified in par. 1 or a foreigner in whose case no employment permit is required should be employed shall notify the HR in time of any necessary data related to the employee so that the duty to inform the Labour Office may be complied with, i.e. the Labour Office should be informed on the commencement of the employment at the latest on the date the employment is commenced, and should be informed on the employment termination within 10 days at the latest.

(4) The Manager of the relevant division or department in which a foreigner who has been

² Act No. 451/1991 Coll., which stipulates some other preconditions for certain positions in state authorities and organizations of the Czech and Slovak Federative Republic, the Czech Republic and the Slovak Republic, as amended by later regulations.

granted an employment permit should be employed shall inform the HR without any delay if the foreigner has failed to commence work or has terminated the employment before the expiry of the period for which the permit has been granted.

Article 5

Creation of Labour-Law Relationship

(1) The employment relationship shall be created above all through an employment contract concluded between the employee and the employer, which the University shall make in writing at the latest on the date the employment is commenced. The employment relationship shall be created on the day agreed in the employment contract as the day the employment should commence.

(2) The employment relationship shall be created by appointment only for managers to be appointed according to the Act on Universities unless it has already been created on the basis of an employment contract. These persons shall include: Rector, Vice-Rectors, Bursar, Deans, Vice-Deans, Secretaries of Faculties and Directors of University Institutes.

(3) The Managers listed in the previous paragraph shall be appointed or removed by the managers specified by the Act on Universities (except for the Rector who is appointed or removed by the President of the Republic). These Managers shall also sign a certificate of appointment or removal. The employment relationship shall be created on the day specified in the written certificate of appointment as the date the relevant position is commenced to be held.

(4) The appointment or designation to hold a position of a head of a department (institute, divisions) shall be an appointment according to an internal regulation, which is the charter of the University or the charters of the faculties. Such appointments shall not create any employment relationships for the employees concerned, but shall only extend the descriptions of their job contents.

(5) Labour-law relationships based on agreements to work out of an employment (an agreement to complete a job, an agreement to perform work) shall be concluded in accordance with the provisions of s. 74 to s. 76 of the LC directly by individual faculties and University institutes.

Article 6

Employment Contracts and Certificates of Appointment

(1) Employment contracts with employees taken on to work at faculties shall be concluded by Deans acting on behalf of the University, employment contracts with employees taken on to work at University institutes shall be concluded by the director of the relevant institute acting on behalf of the University, employment contracts with employees taken on to work at divisions and departments managed by the Bursar shall be concluded by the Bursar acting on behalf of the University, and in the other cases, employment contracts shall be concluded by the Rector acting on behalf of the University.

(2) The new employee shall sign and receive the following documents from the HR on the day of employment commencement at the latest: the employment contract, the wage assessment, and the agreed description of the job contents. At the same time the employee shall also be given a card of the University employee. The HR shall be held responsible for the administrative preparation of the employment contract and for delivery of all written

documents.

(3) The kind of work laid down in the employment contract shall specify the scope of the working tasks which the employee undertakes to carry out. The kind of work shall be agreed unambiguously and definitely in the employment contract. The description of the job contents shall then specify further details of a particular working activity to be carried out by the employee. The kind of work in the position of an academic worker – University teacher or an academic worker – scientific research worker (if the scientific research worker also participates in the teaching process) shall be agreed with academic workers in their employment contracts. The provision on the kind of work may even contain more kinds of work if the employer and the employee have agreed on that. If this is the case, the wage category shall be determined depending on the prevailing kind of work carried out by the employee.

(4) The place of the work performance at the University shall be agreed through a reference to the municipality and organisational unit. The employment contract may also contain an agreement on the regular workplace for the purposes of travelling expenses compensation, which shall be agreed by the workplace address specified in the contract

(5) The employment relationship shall be agreed either for a definite or indefinite period of time in accordance with the Labour Code, with s. 70(4) of the Act on Universities, and with the provision in the collective agreement.

(6) The newly concluded employment relationship for an academic worker in the position of an assistant shall be agreed for a definite period of time from two to five years, in the course of which the employee shall start to study the doctoral study programme, which is a condition for a repeated conclusion of his/her employment relationship for a definite period of time. If the employee fails to start the studies, the employment relationship shall be terminated after the agreed period of time expires.

(7) The repeatedly concluded employment relationship for an academic worker in the position of an assistant shall be agreed for a definite period of time from two to five years, in the course of which the employee shall complete the studies in the doctoral study programme successfully, which is a condition for a repeated conclusion of another employment relationship, this time only for an indefinite period of time. If this condition is not complied with, the employment relationship shall be terminated after the agreed period of time expires.

(8) The employee, who fails to complete the studies in the doctoral study programme successfully in the course of the two previous employment relationships and whose employment relationship is terminated according to paragraph 7, may only conclude another employment relationship with the University on the basis of a previous selective procedure. The employment relationship shall be agreed for an indefinite period of time. Only on condition that this employment relationship is created after six months following the termination of the previous employment relationship, the employment relationship may be concluded for an indefinite period of time again.

(9) A trial period shall be agreed in the employment contract at the University as a rule. It shall be agreed in writing before the employment relationship is created, at the latest on the day that has been agreed as the day of employment commencement. The trial period may not be longer than 3 months. The trial period may also be agreed, before the employment relationship is created, in connection with an appointment to hold a position of a Manager (par. 5(2)).

(10) The scope of the working hours shall be specified in the employment contract as the number of hours in a week. If the working hours are not to be divided into all working days in

a week, the number of the working days shall also be specified. This provision is necessary for the creation of labour-law claims.

(11) The contents of the certificate of appointment shall clearly indicate the person to be appointed, by whom and for which particular position, and also the place in which and the date from which the position is to be held. The length of the period of the appointment for the position may also be specified.

(12) Upon the employment commencement the relevant Manager shall inform the employee about the job contents, employment rules, safety regulations, collective agreement and other internal regulations of the University. The new employee shall undergo training with regard to occupational health and safety, which will be carried out by the University safety technician on the basis of the notification from the HR.

(13) The HR shall provide the new employee with written additional information according to s. 37 of the LC at the latest within one month after the employment commencement.

Article 7

Amendments to the Employment Contract

(1) Any changes in the agreed contents of the employment contract may only be made if the employee and the employer have agreed on their change. The HR shall prepare a written agreement on the basis of a proposal received from the relevant Manager.

(2) The employee shall carry out any work of a different kind or in a different place from that agreed in the employment contract only exceptionally in the cases listed in the LC.

Article 8

Employment Relationship Termination

(1) The employment relationship may only be terminated in the manners and under the conditions specified in s. 48 to s. 66 of the LC.

(2) The employment relationship may be terminated in the course of the trial period either by the employer or by the employee in writing due to any reason or without any reason specified. The written notice of employment relationship termination shall be delivered to the other party at least three days before the date the employment relationship should be terminated.

(3) The employment relationship of a foreign national shall also be terminated upon expiry of the period for which the employment permit has been issued, or on the day his/her residence in the territory of the Czech Republic should be terminated pursuant to a decision to cancel the residential permit, or on the day the judicial decision on banishment from the territory of the Czech Republic becomes effective.

Article 8a

Termination of the Employment Relationship by the Employee

(1) The employee may propose that his/her employment relationship should be terminated by agreement or may give a notice of employment termination to his/her superior Manager who shall confirm the receipt and the date of delivery. The head of the

division or the department shall attach his/her written opinion to the proposal to terminate the employment relationship by agreement, or shall take the notice of employment termination into account. The Manager shall pass the aforementioned documents to the HR without any delay. The HR shall inform the relevant Manager competent to make decisions on labour-law relationships, and he/she shall decide finally and conclusively whether or not the employee's application to terminate the employment relationship by agreement is to be accepted. The employer and the employee shall conclude the agreement on termination of the employment relationship in writing, otherwise it shall be invalid.

(2) If the employee's proposal to terminate the employment relationship by agreement, by notice or by cancellation of the employment relationship in the trial period is delivered by post, the University mail office shall provide it with a stamp and date of receipt and pass it to the HR immediately. The HR shall inform the Manager and the further procedure pursuant to paragraph 1 with necessary modifications shall apply.

Article 8b

Termination of the Employment Relationship by the Employer

(1) The employer may give a notice of employment termination to an employee only due to reasons expressly stipulated in s. 52 of the LC and under the conditions stipulated by the LC. The proposal to terminate the employment relationship by notice of termination given by the employer with the reasons specified shall be submitted by the head of the department or division to the Manager competent to make decisions in labour-law relationships. When approved, the proposal shall be passed to the HR for completion.

(2) A proposal to cancel a working position due to an organisational change resulting in the redundancy of an employee (s. 52c of the LC) shall be submitted by the relevant head of the department or division, together with specification of the reasons supporting this proposal and the date the organisational change is to take place, to the Manager competent to make decisions in labour-law relationships. Such a proposal may also be presented directly by the management of the University, faculty or the university institute. After it has been discussed by the relevant management, the Rector, Bursar, Dean of the faculty or director of the university institute shall decide on the organisational change resulting in the redundancy of the employee. The discussion and the result of the decision shall be recorded in the minutes of the relevant management meeting.

(3) The relevant head of the division or department in which the staff should be reduced shall submit a proposal to specify the particular employee whose employment relationship is to be terminated. The Manager competent to make decisions on labour-law issues shall discuss the proposal of the notice of termination with the committee of the ZO VOS ("VZO VOS") and shall require their consent if a member of this trade union body is involved. He/she may select and appoint another Manager to negotiate with the VZO VOS.

(4) If the employer may cancel the employment relationship immediately, the Manager competent to make decisions on labour-law relationships shall consider the importance of the reasons for the cancellation.

Article 8c

Employee's Duties upon Termination of the Employment Relationship

(1) Before the employment relationship is terminated, the employee shall inform the superior Manager about the state of fulfilling the assigned tasks, and shall hand over the tasks not fulfilled yet as well as the employment-related written documents duly and properly according to the instructions. The superior Manager shall ensure that the procedure applied while the carried tasks are being handed over is in compliance with article 9 and a written record is prepared to document the working tasks handed over and things returned, and – if necessary – an agreement on the manner of compensation for damage (if any) is made. When the employment relationship is terminated, the employee shall provide the HR with a completed and confirmed output sheet and shall return the employee's card.

(2) Before the employment relationship is terminated, employees working in hazardous workplaces, employees of chemical laboratories, chemical material storage room and professional drivers shall undergo an output medical examination carried out by the doctor ensuring internal preventive care, and shall deliver a document with the result of this examination to the HR.

Article 8d

Employer's Duties upon Termination of the Employment Relationship

(1) Upon termination of the employment relationship the HR shall provide the employee with a certificate of employment (pension entitlement certificate) including any and all facts pursuant to the provision of s. 313 of the LC. The certificate of employment shall be prepared to be collected at the HR on the last day of the employment relationship, about which the employee shall be informed. If the employee fails to come and collect the certificate of employment, the HR shall not be obliged to send the document by post to the former employee's address.

(2) If required by the employee, the employer shall provide the employee with a reference concerning their working activities, namely within 15 days after the request is delivered. Nevertheless the employer shall not be obliged to provide the employee with this reference earlier than two months before the employee's employment relationship is terminated. The reference shall be prepared on the basis of written documents related to the work assessment, the employee's qualifications, skills and other facts concerning the work performance. A draft of the reference shall be prepared by the Manager of the division or the department in which the employee works and shall be passed to the HR which shall prepare its final wording.

(3) Upon termination of the employment relationship the HR shall also provide the employee with documents related to their personal data – personal questionnaire, curriculum vitae, copies of documents certifying the education completed, work performance references etc., which the employee confirms by affixing his/her signature. The employer's duty to keep the data, pursuant to the provisions of a special regulation shall not be affected thereby.³

³ E.g. Act No. 499/2004 Coll. on archives and records management and on amendments to some other acts, as amended by later regulations, Act No. 563/1991 Coll., on book-keeping and accounting, as amended by later regulations.

Article 8f

Participation of the ZO VOS in Termination of Employment Relationship

A notice of termination or an immediate cancellation of an employment relationship by the employer shall be discussed with the VZO VOS in advance. The prior consent granted by the VZO VOS to the notice of termination or an immediate cancellation shall be necessary in the event of a member of a trade union body in the course of the period he/she holds his/her position and in the period of one year after the position has been terminated.

Article 9

Handing over Working Tasks and Aids

(1) Upon termination of an employment relationship, or if an employee is permanently transferred to another kind of work, upon commencement of a maternity leave, or in the event of any other long-term (four-weeks or longer) obstacle preventing the employee from working, which is known to the employee in advance, this employee shall, before leaving, put the working tasks carried out by him/her so far in such a state so that the tasks may be assumed by another employee and their fluent continuation is ensured. In particular the employee shall arrange and hand over any written documents and correspondence including data and information stored on the computer equipment used. The employee shall prepare a written list of all unfinished working tasks.

(2) If the employee has been provided with working tools, personal protection working means and articles and/or any other things from the University assets for performance of work, e.g. objects belonging to the personal equipment of the workplace, working aids, books, journals, etc., the employee shall return them before the employment relationship is terminated, in the condition corresponding to their usual wear and tear. The Manager shall confirm on the output sheet upon the termination of the employment relationship that the things have been returned. If the employee fails to return all things he/she is obliged to return, as a result of which the employer suffers any loss, the employee shall pay compensation for the loss in accordance with the relevant provisions of the LC. The relevant division or department shall keep records on provision and returning of protective working means, aids and other things that are part of the University assets.

(3) If the employee has been granted, in addition to appointment to hold an office, also other powers which enable the employee to act on behalf of the University while dealing with external entities and which at the same time do not cease to exist if the employee is removed or resigns from the position held, or if his/her employment relationship is terminated or changed, the person who has granted such powers shall cancel them and ensure that the employee should return the relevant written certificates thereof unless it has been decided before the employee is transferred to another position or to another kind of work in another organisational unit of the University that the relevant powers shall remain valid and in force.

(4) In the event of Managers or in other cases depending on the decision made by the Rector, Dean, director of the university institute or Bursar, the working tasks shall be handed over between the handing-over person and the assuming person in the form of a written record signed by the participants.

(5) If a position connected with responsibility for entrusted values is to be handed over, an extraordinary stock-taking shall be carried out.

PART III
**Agreements on Work Done out of an Employment Relationship and
Another Employment Relationship with the University**

Article 10

(1) The University shall ensure fulfilment of its tasks above all through its own employees in employment relationships.

(2) In justified cases, an agreement to complete a job, in the case of which the scope of work may not exceed 150 hours in a calendar year, or an agreement to perform work, in the case of which the scope of work may not exceed one half of the stipulated working hours on average, may also be concluded with individuals – natural persons.

(3) An agreement to perform work shall be agreed in writing, otherwise it is invalid.

(4) Some of the agreements above or another employment contract with an employee already employed by the University may be concluded only if the work required to be done is different from the kind of work agreed in the original employment contract and only if this work is done out of the working hours.

PART IV
Working Hours and Hours of Rest

Article 11
Working Hours and Breaks at Work

(1) The working hours stipulated for the one-shift working system at the University shall be 40 hours a week. A continuous working system with the working hours in the scope of 37.5 hours a week shall apply to the workplaces of porter's lodges and reception desks.

(2) The working hours of employees engaged in a one-shift working system shall be distributed evenly throughout the five-day working week. The working hours of employees engaged in a continuous working system shall be distributed unevenly in accordance with the provision of s. 83 of the LC. The schedule of shifts shall form annex No. 2 and shall be updated on an annual basis after the prior consent granted by the ZO VOS.

(3) The working hours at the University have been determined from 7:00 o'clock to 15.30 o'clock. The superior Manager may determine the working hours differently if this is required by the operation conditions or by the employee's justified interests.

(4) The distribution of the working hours of academic workers shall result from the time schedule of their teaching loads, scientific and other working tasks so that the working hours, if this is permitted by the University operation, may be uninterrupted, and fulfil, together with all the working duties, i.e. pedagogical, scientific and any other activities, the stipulated working hours. The relevant head of a department or an institution shall determine the particular schedule of the working hours for the individual academic

workers; in the event of a university institute this is done by the head of the section.

(5) The Manager competent to make decisions on labour-law relationships may allow the academic workers, and exceptionally also other employees, to work out of the workplace for a temporary period of time in the cases justified by the nature of their working tasks.

(6) Shorter working hours may be agreed with the employee in the employment contract or may be permitted upon the employee's request if this is not hindered by the workplace operation.

(7) The University shall provide the employee with a break for a meal and rest in the total scope of 30 minutes at least after the maximum period of six hours' continuous work. The break may also be provided in two parts, 15 minutes each. This break shall not be included in the working hours. If the work cannot be interrupted, the employee shall be provided with an appropriate time to have a meal and a rest within the working hours even without any interruption at work. The superior Manager shall determine the period of breaks in individual workplaces.

(8) Records of the worked hours, overtime work, stand-by working duty and work at night shall be kept in individual organisational departments and divisions according to the instruction given by the Manager competent to make decisions on labour-law relationships or by a Manager appointed by him/her. The records shall also indicate the provided breaks for a meal and a rest. A sample form entitled "Records of the Working Hours" for employees who are not academic workers is shown in annex No. 1.

(9) The method of recording the hours worked by academic workers shall be determined by the relevant Dean of the faculty, or the director of the university institute, or the Manager appointed by them.

(10) The records shall be kept in files with the head of the division or department for the period of three years after the relevant calendar year has expired.

(11) The checks of compliance with the working hours shall be completely within the competences of the superior Manager.

(12) The employee shall make up for the lost working hours due to his/her late arrival or early leave according to the superior's instructions unless the relevant Manager has considered such lost working hours (together with the VZO VOS) as a case of absence not permitted and has proceeded to punish the employee by reducing his/her holiday or otherwise.

Article 12 Overtime Work and Work at Night

(1) Overtime work shall mean work done by the employee upon the order given by the employer or with the employer's consent above the scope of the weekly working hours in accordance with s. 78(1i) of the LC. If the employee is making up for any time off granted to him/her by the employer upon his/her request, this shall not be considered overtime work. The Manager of the division or the department shall be entitled to order the employee to work overtime, namely either orally or in a written form. The order or the consent to work overtime shall be given before such work is commenced.

(2) If the employee remains at his/her workplace without being given the consent or order to do so by his/her superior, this shall not be considered overtime work.

(3) Overtime work may only be ordered for the kind of work agreed in the employment contract.

(4) Overtime work may be ordered only exceptionally and due to important operational reasons, i.e. also in the period of continuous rest between two shifts. Overtime work ordered to an employee may not exceed 8 hours in individual weeks and 150 hours in a calendar year.

(5) Overtime work above these limits may only be done on the basis of an agreement made with the employee. The total scope of overtime work may not exceed eight hours a week on average in the period that may consist of the maximum of 52 consecutive weeks pursuant to an agreement in the collective agreement.

(6) Managers shall take effective measures to limit overtime work and check its usefulness and necessity continuously, and keep conclusive records related to it. The relevant Manager shall confirm by affixing his/her signature to the document entitled "Records of the Working Hours" that the overtime work shown has been ordered or agreed.

(7) The Manager who has ordered the overtime work shall be held liable for compliance with the permitted overtime work limits, legal regulations in force and requirements of occupational health and safety.

(8) Night work shall be work done in the night period from 22:00 to 6:00 o'clock. When ordering the night work, the employer shall follow the provisions of s. 94 of the LC.

PART V Occupational Health and Safety

Article 13

(1) The employer shall create safe working environment not endangering human health as well as working conditions through ensuring proper organization of occupational health and safety and by taking risk-preventing measures.

(2) The relevant internal organizational standards shall deal with the organisation and basic duties of the employer and the employees in the field of occupational health and safety and in the field of fire protection.

(3) Upon commencement of their employments or after changes in their working positions, all new University employees starting to work shall undergo initial training concerning occupational health and safety, which is ensured by the technician from the Occupational Health and Safety, or by an appointed Manager who has undergone a special training. The organized training shall be recorded on an input form which is issued by the HR.

(4) Managers on all levels of management shall be held responsible within the scope of their duties for fulfilment and compliance with the regulations concerning the occupational health and safety, shall continuously check and require knowledge of such regulations, in particular at the workplaces where it is required by the nature of the operation.

(5) Employer's other duties in the field of the occupational health and safety are stipulated in s. 103 to s. 105 of the LC.

PART VI

Employer's Duties, Rights and Duties of the Employee

Article 14 Employer's Duties

(1) The employer may not transfer the risk from performance of the employment to its employees.

(2) The employer shall assign work to the employee according to the employment contract, pay him/her wages for the work done, create conditions for the successful performance of his/her working tasks and comply with the other working conditions stipulated by legal regulations or by the collective agreement or by the employment contract or stipulated by an internal regulation.

(3) The employer shall ensure equal treatment of all employees as far as their working conditions, remuneration, professional preparation and opportunities to achieve promotion in their positions or any other advancement in their careers are concerned, and shall comply with the prohibition of any discrimination of employees as well as persons that have applied for a job.

(4) The employer may neither require nor agree any security of an obligation in a labour-law relationship except for a non-competition clause and deductions from the income.

(5) The employer may neither impose financial penalties on employees for any breach of their duties arising from a labour-law relationship nor require them from employees; this shall not apply to any damage for which the employee is responsible.

(6) The employer may not impose any sanctions on the employee or treat him/her disadvantageously just because the employee has legally sought his/her rights and claims arising from labour-law relationships.

(7) The employer shall create conditions for improvement of its employees' professional qualifications.

Article 15 Duties of Employees

(1) The duties arising from the employment relationship shall be regulated by s. 38, s. 301 to s. 304, and s. 106 of the LC, and also by the employment contract concluded, technical standards, safety and other regulations.

(2) Furthermore, the University employees shall have the following duties above all:

a) to carry out work stipulated in the employment contract in person according to the employer's instructions in the scheduled working hours and to comply with the duties arising for the employee from the employment relationship,

b) to act so that they should not disturb the University interests and cause any harm to the University social standing and its goodwill due to their behaviour and conduct,

c) to inform the superior worker if his/her order or instruction should be inconsistent with valid regulations; if the superior worker fails to change his/her decision later, to inform a superior worker in a higher position so that other measures may be taken,

d) to comply with the measures taken by the University to check the employees' presence, entry to the University premises or individual buildings and workplaces,

- e) to become acquainted with, to observe consistently, and to follow continuously any amendments to legal regulations in force related to the work done and other generally binding legal regulations related to work as well as University's internal regulations,
- f) to undergo an input medical examination before the employment is commenced, and preventive medical examinations they are required to undergo; the employees working in hazardous workplaces, employees of chemical laboratories, chemical material storage room and professional drivers shall undergo an output medical examination,
- g) to take immediate action in order to prevent imminent damage, to inform the superior worker about imperfections and defects found out, which might result in any damage to the University property,
- h) while going home or leaving the workplace, to lock the room in order to prevent an unauthorised person from entering the workplace,
- i) to ensure that their personal belongings in the workplace as well as things of their fellow-workers may not be stolen or become damaged; to put their clothes and personal belongings, which are usually taken to the workplace, exclusively to the wardrobes, working desks or to any other place (lockable if possible) designated for this purpose by the superior worker,
- j) to protect stamps (if the employee has been entrusted with them), their electronic identities and any other identifiers (registration data – names and passwords, personal certificates, identification cards) from misuse or possible loss; to proceed according to the relevant internal regulations while they are being used or in the event of a loss, theft or imminent misuse,
- k) to install and use only legally acquired software on University computers while the licence arrangements are respected; it is also prohibited to provide third persons with any software legally owned by the University,
- l) to notify the HR without any delay of any changes in the provided personal data which may occur in the course of the employment relationship period (e.g. marriage, divorce, birth or death of a family member, change in the permanent or temporary place of residence, change in the health insurance company, etc.), data decisive to the tax return and to the health and social insurance, as well as any circumstances that may influence the work performance and the rights and duties arising from the employment relationship, e.g. changes in the qualifications achieved, essential changes in the state of health which may influence performance of the working duties, and legally effective sentence prohibiting performance of activities in the school system,
- m) to inform the direct superior worker if any obstacle preventing the employee from carrying out his/her work has occurred and to document the reason for the absence,
- n) to keep confidential any facts which they may have been informed about during performance of their employment and which include business and other facts in the University conditions that may not be disclosed to other persons in the employer's interest,
- o) to keep confidential any facts related to employees of other University divisions and departments unless the disclosure of such facts is immediately related to performance of their working tasks; this shall not apply to the information provided to employees on the higher level of management in the direct management line, and to the employees of the controlling division,

- p) workers who process, collect or store personal data of the University employees or students shall keep confidential both the personal data and the security measures taken for the data protection, which – if published – might endanger the personal data security. The duty of confidentiality shall continue even after the employment is terminated or the relevant work is completed; the Information Centre, HR, Labour and Wage section, Halls of Residence and Catering Services and study department workers may only provide Managers with information containing personal data – except birth registration number and sensitive data, i.e. either upon a personal request or on the basis of an application in writing; information containing personal data of University employees or students may not be provided to third persons except for the cases stipulated by law,
- q) not to consume any alcoholic beverages and not to use any other addictive substances at the workplace as well as out of the workplace in the working hours, and not to come to their workplaces under the influence thereof,
- r) to observe the prohibition of smoking in all of the University premises except for the places reserved for this purpose,
- s) to increase their professional level systematically, above all to improve their qualifications for performance of the work agreed continuously, and for this purpose to attend training and study courses in parallel with employment, focused on the improvement of their qualifications, and to undergo the prescribed testing of the ability to carry out the work agreed,
- t) to avoid any discriminating acts or harassment and any other undesired behaviour in relation to the other employees and students,
- u) to become continuously acquainted with information related to the University and tasks arising from it and announced on University official notice boards and website.

Article 16

Duties of Managers

(1) The basic duties of the University Managers are stipulated by s. 302 of the LC, the Act on Universities, the University charter and the charters of individual faculties. Within his/her managing competences, every Manager shall ensure the maximum use of the entrusted capacities and means in order to fulfil the tasks and objectives of the division or department while the minimum own or incurred costs are required.

(2) Furthermore, the Managers shall have the following duties above all:

- a) to decide on remuneration of employees according to the University's internal wage regulation and to differentiate the wages according to their performances and shares in the final working results,
- b) to know and ensure compliance with legal and other regulations, especially to lead the employees to working discipline, to appreciate their initiatives and working efforts; draw conclusions from any lack of discipline shown, breach or neglect of working duties,
- c) to enable the subordinate employees continually to become acquainted with legal regulations applicable to their work and with internal regulations issued by the University,
- d) to act and decide impartially and to refrain from anything in the course of the work performance that might endanger the confidence that the decision-making is impartial,
- e) before making a decision or before submitting a proposal to employ a new employee, to

consider his/her person from every angle possible, especially his/her civil irreproachability and preconditions for successful performance of the activities to which the employee should be engaged,

f) to require that the subordinate employee should consistently observe the working hours and to schedule the working hours of individual employees in relation to the operating tasks so that the operation of the division or department managed by them is ensured,

g) to form the concept of developing the division or department, to enforce its implementation and to create the material and staff conditions for this; at the same time to use modern working methods and procedures,

h) to process job descriptions, job contents for employees and their modifications in accordance with the University organisation rules and their amendments (if any),

i) to ensure equal treatment of all subordinate workers within the meaning of the LC and to avoid any conduct that might be considered as humiliating the human dignity, or any discrimination,

j) to create the conditions for the academic worker, who is engaged in bodies and or boards defined by the Act on Universities, charter and other internal regulations, for his/her participation at the meetings and for the due performance of the roles of such bodies and boards.

Article 17 **Employees' Rights**

(1) The University employees may exercise any rights arising from the concluded labour-law relationships pursuant to the LC. This shall include the rights listed below above all:

a) the right to be assigned work in the scope of the weekly working hours, except for shorter working hours, as well as the right for distribution of the working hours before the work is commenced,

b) the right to secure occupational health and safety,

c) the right to refuse performance of work if they are of a justified opinion that it directly and essentially endangers their lives or health, or lives or health of other employees and students,

d) the right to require an explanation about the amounts of their wages and a possibility to consult wage regulations,

e) the right to be reimbursed for expenses incurred in connection with performance of work, in particular for travelling expenses and other allowances according to regulations in force,

f) the right to be paid compensation for damage the employee has incurred while fulfilling his/her working tasks or in a direct connection with them, for which the University is responsible,

g) the right to keep their clothes and personal belongings, which the employees usually take to their workplaces, in a safe place,

h) the right to require information about the working results assessment and to discuss relevant objections lodged to the contents of the assessment,

- i) the right to be informed about the employer's economic and financial standing,
 - j) the right to be provided with information concerning the essential trends in which the University should develop, with information about changes in the employer's legal position, about the University's internal arrangement, about changes in the management staff of the University and its parts, as well as with other information that considerably affects the University operation,
 - k) the right to check the records of their working hours at any time, to submit their comments and to require explanations of discrepancies (if any),
 - l) the right to require (on the basis of an application submitted in writing) information about the personal data processed about the employees,
 - m) the right to require that any breach of rights or duties related to equal treatment by the employer is terminated; if the employee's dignity or esteem at the workplace, the employee shall also be entitled to seek protection in the form of a complaint filed with the relevant Labour Office or a financial compensation for a non-proprietary loss in a civil-law proceedings before a court.
- (2) The employer shall provide the information pursuant to points 1i) and 1j) through the ZO VOS.
- (3) The employees may not waive, in advance, any rights arising for them from the labour-law relationship.

Article 18

Rights and Duties of Academic Workers

- (1) The position of a University's academic worker is defined in article 32 of the University charter. The academic workers shall have the guaranteed freedom to carry out scientific research and exploration and to publish their results, and also the freedom of teaching, which lies above all in its openness to different scientific opinions and scientific and research methods.
- (2) While engaged at the University, the academic workers shall always act in accordance with the accepted "Ethical Code of University Academic Workers", which provides the general limits for the behaviour and activity of an academic worker. The basic duty of all University academic workers shall be to act in compliance with this code.
- (3) Furthermore, in addition to the duties referred to in articles 15 and 16, the academic workers shall have the duties listed below in particular:
- a) to influence the students in accordance with development and level of the scientific knowledge and with principles of patriotism, humanity and democracy,
 - b) to participate directly, in the scope of their working positions, in preparation and implementation of accredited study programmes and other pedagogical activities of the workplace; at the same time to use forms defined in the study and examination rules of the University and its faculties,
 - c) to develop their specialised knowledge and to provide the students with the latest pieces of knowledge during lessons,
 - d) to keep confidential any facts concerning personal data of students.
- (4) In addition to the rights listed in article 17, academic workers shall also have the

following rights above all:

- a) to act in bodies and boards defined by the Act on Universities, charter and other internal regulations of the University,
- b) to do scientific work in their fields, to participate in solutions to scientific and research tasks and to publish or present the results of their work,
- c) to improve their qualifications and achieve fulfilment of the preconditions so that the procedure resulting in their becoming appointed senior lecturers or professors may be commenced,
- d) to ask the faculty Dean or the Rector for a sabbatical for the period of six months once in seven years unless this is hindered by grave circumstances related to the fulfilment of educational tasks by the workplace.

Article 19

Breach of Duties Arising from Legal Regulations

(1) If an employee breaches a duty arising from legal regulations applicable to the kind of work done by the employee (art. 15, 16 and 18), the relevant Manager competent to make decisions on labour-law relationships shall decide on the gravity of the breach.

(2) From the viewpoint of the intensity of breaching a duty, the breach of the duty may be considered, with respect to all circumstances of the case concerned, to be:

- a) less grave,
- b) grave,
- c) extremely grave breach.

(3) The following examples shall be considered less grave breaches of duties: late arrival at the workplace, breach of the ban on smoking, failure to comply with the working hours, etc.

(4) A grave breach may mean e.g. absence without leave, failure to fulfil working tasks by the set deadlines for which the employee is responsible, breach of safety regulations (if notified of such breach in writing before), unauthorised use or misuse of means, devices and intellectual property owned or used by the University for private purposes, in particular for the employee's own business activities, etc.

(5) The following examples shall be considered extremely grave breaches of duties: forgery of University documents, repeated refusal to comply with the justified orders given by the superior worker, corruption behaviour, crime committed with regard to University assets, absence without leave for the period of three or more consecutive days, intentional disclosure of confidential information, serious breach of regulations concerning protection of the environment with a resulting damage caused thereto or loss caused to the employer, etc.

(6) A breach of a duty shall only be a breach of a duty (for which the employee is responsible – either intentional or resulting from negligence) arising from legal regulations, internal regulations and binding orders issued by Managers, or from the principle of subordination with other employees, which the employee has undertaken to comply with by giving his/her consent to conclude the employment relationship.

(7) While considering the intensity of breaching a duty the relevant Manager shall take into account the particular circumstances of each case along with the personality of the

employee and his/her working position. At the same time, the relevant Manager shall ensure that each breach is examined duly and properly and the employee is given an opportunity to explain the reasons for his/her acting.

(8) The Rector, Deans, director of University institutes, Bursar, heads of divisions or departments and the technician from the Occupational Health and Safety shall be authorised to instruct the employee to undergo an examination aimed at finding out whether or not the employee is under influence of alcohol or any addictive substances.

Article 20

Consequences of breaching a duty

(1) If the employee commits an act that may be considered a breach of a duty arising from legal regulations applicable to the kind of work done by the employee in a less grave manner, the direct Manager may, having taking into account all circumstances of the case, apply the following direct consequences:

- a) to instruct the employee about the incorrect nature of his/her behaviour,
- b) to give the employee a written warning informing the employee about a possibility that the employee may be given an notice of the employment termination if the breach occurs repeatedly (a notice may be given due to a repeated less grave breach of a duty only in the event of at least 3 such breaches);

(2) If the employee commits an act that may be considered a breach of a duty arising from legal regulations applicable to the kind of work done by the employee in a grave manner, the direct Manager shall notify this to the Manager competent to make decisions on labour-law relationships, who shall decide whether or not the facts of the case have been fulfilled for:

termination of the employment relationship by giving a notice pursuant to s. 52 (g) of the LC

and a subsequent transfer of the employee to another kind of work pursuant to s. 41 (2a) of the LC.

(3) If the employee commits an act that may be considered a breach of a duty arising from legal regulations applicable to the kind of work done by the employee in a grave manner, the superior Manager shall notify this to the Manager competent to make decisions on labour-law relationships, who shall decide whether or not the facts of the case have been fulfilled for

- a) immediate cancellation of the employment relationship pursuant to s. 55 (1b) of the LC,
- b) termination of the employment relationship pursuant to s. 52 (g) of the LC.

(4) The relevant Manager shall pass a record on the breach of a working duty, manner of sanction and written warning (if any) informing the employee about a possibility that the employee may be given a notice of the employment termination if the less grave breach of working duties occurs repeatedly, to the HR so that it may be included in the employee's personal file.

Wages and Salaries

Article 21

(1) Provision of wages and payment of wages shall be governed by the University's internal regulation registered pursuant to s. 36 (2) of Act on Universities by the Ministry of Education, Youth and Sports of the Czech Republic.

(2) If the employee finds out that he/she has been paid either higher or lower wages or has received any other payment he/she has not been entitled to, the employee shall notify the Labour and Wage section of that. The employee shall return any amounts paid out by mistake if he/she has known or must have supposed due to existing circumstances that these amounts have been determined incorrectly or paid out by mistake. The period of time to lodge a claim shall expire within three years after the payment has been made.

PART VIII Business Trips

Article 22

(1) The University's directive on reimbursement for travelling expenses shall deal with the sending of employees to business trips and provision of reimbursements for expenses incurred during such trips.

(2) The employer may send an employee to a business trip for the necessary period of time only after an agreement made with the employee. The employee shall work in the course of the business trip according to the instructions received from the Manager who has sent the employee to the business trip.

PART IX Obstacles Preventing Employee from Working

Article 23

(1) The employee shall ask his/her superior Manager for a period of time off if the employee is in advance aware of an obstacle preventing him/her from working, otherwise he/she shall inform about the obstacle and the period of its assumed existence without any unnecessary delay.

(2) Obstacles on the part of the employee and conditions for provision of time off are regulated by s. 191 to 206 of the LC. They include:

- a) important personal obstacles – a temporary incapacity to work, maternity and parental leave and treatment and care; the employee shall lodge the claim for allowances on prescribed printed forms,
- b) other important personal obstacles preventing the employee from working – they

include obstacles specified by a special legal regulation⁴,

c) obstacles due to a general interest – performance of duties in a public office, performance of civic duties, other acts in a general interest, time off in connection with military service and obstacles due to training or any other form of preparation or studies.

(3) The employee shall prove an obstacle preventing him/her from working by submitting a relevant document. If the time off has been provided due to an obstacle preventing the employee from working with reimbursement for wages, the documents shall be sent to the Labour and Wage section for the accounting purposes. In the other cases they shall be included in the records of work attendance.

(4) The time off shall be provided in the necessary scope if the matter may not be dealt with after the working hours.

(5) The superior Manager may provide an employee with a period of time off upon his/her request also due to other serious reasons, for which no reimbursement for wages is paid. If the period of time off is to be shorter than one shift, the requesting employee and the relevant Manager may agree that the employee may make up for the lost working time either in advance or subsequently.

(6) If the employee has been provided, upon his/her request, with a period of time off without any reimbursement for wages in the extent of one shift or even more, the head of the division or department shall ensure conclusion of an agreement in writing in which the employee undertakes to pay the employer the amount corresponding to the health insurance which the employer is obliged to pay for the period of time off taken by the employee. The application and the agreement in writing shall be passed to the Labour and Wage section.

(7) If the employee fails to appear at the workplace without any excuse or fails to submit a proof of the existing obstacle preventing the employee from working, this act may be considered absence without leave. The Manager competent to make decisions on labour-law relationships shall decide upon the proposal submitted by the superior Manager and after a previous agreement with the ZO VOS whether or not this is absence without leave, and shall pass the decision together with a proposal for penalty to the HR for further proceedings.

PART X

Holiday

Article 24

(1) Employees in the employment relationship shall become entitled, under the conditions stipulated by the LC, to:

a) holiday in a calendar year or its proportional part (if they have worked at least 60 days in the calendar year in the course of the continuous duration period of the employment relationship with the University),

⁴ Government regulation No. 590/2006 Coll. stipulating the range and scope of other important personal obstacles preventing employees from working.

b) holiday for the days worked (if the condition referred to in point a) has not been fulfilled, they shall be entitled to take 1/12 of the holiday for a calendar year after having worked every 21 days),

c) additional holiday (if the conditions stipulated in s. 215 of the LC have been fulfilled).

(2) Pursuant to the provision of s. 213(3) of the LC, the academic workers shall be entitled to take holiday in the period of 8 weeks in a calendar year. The other employees shall be entitled to take holiday in the period of 5 weeks in a calendar year in accordance with the arrangement in the collective agreement. For employees with unevenly distributed working hours, the number of holiday days shall be determined pursuant to the provision in s. 213(4) of the LC.

(3) The heads of divisions and departments shall draw holiday schedules in a specific module within the University information system. The schedules shall be electronically submitted to the ZO VOS for approval by 31 May of the relevant year. The holiday shall be scheduled in the minimum scope of 4 weeks for non-pedagogical workers and 6 weeks for academic workers. While the holiday schedule is being drawn, the employer's tasks and the employees' justified interests shall be taken into account.

(4) The relevant superior Manager shall decide on the day of commencement and period of holiday to be taken by employees in accordance with the holiday schedule issued after the prior consent of the ZO VOS so that the employee may, as a rule, take holiday as a whole and by the end of the year in the course of which the employee has become entitled to take holiday. If the holiday is taken in several parts, at least one part shall be in the minimum scope of two weeks unless the employee and the employer have agreed otherwise.

(5) The minimum scope in which holiday may be taken is one whole day. The holiday may be taken in the scope of half a day only if the employee has become entitled to half a day due to commencement or termination of the employment relationship or if the holiday entitlement has been cut short pursuant to s. 223 of the LC.

(6) The superior Manager shall determine the holiday commencement date for the employee in accordance with s. 217(1) of the Labour Code by entering the holiday period in the IS UPa (University Information System) – module referred to as VERSO- Dovolanky (VERSO-holiday applications), from which the employee is automatically sent an electronic notification. The employee may also apply for holiday in advance, namely by entering the holiday period in the VERSO-Dovolanky module within the IS UPa, and sending his/her requirement to the superior employee for approval. If the employee has not been assigned access to the IS UPa and has not been allocated an e-mail address, the superior Manager shall determine the employee's holiday commencement through a written notification. Such an employee may also apply for holiday on a relevant printed form (holiday application form), which the employee shall give to his/her superior Manager.

(7) The superior Manager shall determine the holiday to be taken by the employee in the period of at least 4 weeks in the calendar year in the course of which the employee becomes entitled to take holiday, if his/her employment relationship with the University has continued for the whole calendar year and he/she is entitled to take four-week holiday at least.

(8) If the superior manager is unable to determine the holiday to be taken by the employee pursuant to the preceding paragraph due to obstacles preventing the employee from working (s. 217(4) of the LC) existing in the relevant calendar year, the superior Manager shall determine the remaining part of the employee's holiday up to 4 weeks by 31

October of the next calendar year at the latest so that the employee may take the holiday by 31 December at the latest. Otherwise the holiday shall be taken by virtue of law. If the employee fails to take the holiday according to the first sentence even by 31 December, the entitlement to take the holiday shall cease to exist (s. 218(4) of the LC).

(9) The superior Manager shall determine the holiday to be taken by his/her subordinate employees so that holiday in excess of 4 weeks is always taken in full and no claim to receive financial compensation for the unused holiday may arise except for termination of the employment relationship.

(10) The employee shall deliver a written consent confirmed by the relevant Manager, to the Labour and Wage section by 15 January at the latest, permitting the employee to take holiday in excess of 4 weeks by the end of the next calendar year, which the employee was unable to take even in the next calendar year (s. 218(5) of the LC).

(11) The application filed by a woman-employee for holiday requiring to be permitted to take holiday immediately after her maternity leave is terminated, or by an employee requiring to be permitted to take holiday so that it immediately continues after the end of a parental holiday until the moment the woman is entitled to take maternity leave, shall be in writing and shall be delivered to the employer in advance, i.e. before the maternity leave is terminated.

(12) The relevant Manager competent to make decisions on labour-law relationships shall be authorised to cut short holiday due to the employee's absence from the workplace without leave (s. 223 (2) of the LC). He/she shall decide in agreement with the ZO VOS (s. 348(3) of the LC) whether or not the case concerned is not permitted absence from the workplace.

PART XI Care for Employees

Article 25

(1) The University shall create working conditions for the employees, which allow them to perform work in a good quality, economically and safely.

(2) The University shall pay attention to improving the working environment in accordance with the principles of occupational health and safety.

(3) The University shall provide the employees with a possibility of heaving meals and buying refreshment.

(4) The University shall ensure input, output as well as prescribed medical examinations for its employees, namely through a contractual provision of preventive care for its employees based on a contract with a medical facility. The information which particular facility provides the University employees with such medical care shall be published on the University web-pages.

(5) Medical examinations within preventive care for employees shall be excluded from the freedom to choose a doctor within the meaning of legal regulations⁵. The costs related to the input examination shall be borne by the applicant for employment. The employer shall pay the costs of an input examination for those employees who conclude employment contracts as professional drivers, or as guards, porters and receptionists, who work on night

shifts. The prospective employee shall submit the input examination result to the HR before the employment relationship is commenced.

(6) The University shall pay attention to improving the professional growth of its employees by sending them to attend training courses and seminars, by organising courses, and – if this is in accordance with the University needs, by allowing the employees to study in parallel with the employment.

(7) The employer may order employees that they should attend training courses or other forms of preparation and/or part-time studies in order to increase their qualifications. Absence from such a training course shall be considered to be absence without leave. Increasing the qualifications shall mean their continuous completing, maintaining and renewing and shall serve to perform work agreed in the employment contract. Attendance at such a training course or studies shall be work performance and the employee shall be entitled to receive wages for it. An agreement pursuant to s. 234 of the LC in connection with improving the employee's qualifications may only be concluded if the assumed costs reach at least CZK 75,000. If this is the case, the employee may not be ordered to improve his/her qualifications, however.

(8) The University may enable the employee to improve his/her qualifications. Improving the qualifications pursuant to the LC shall only mean such improvement that is in compliance with the employer's needs. The employer may not order that such studies should be completed. Provision of the time off with compensation for wages shall be conditioned by concluding an agreement to improve the qualifications pursuant to s. 234 of the LC, which is made with the employee by the Rector, or Dean of a faculty or the director of a University institute. One copy of such agreement shall be delivered to the HR.

(9) If the employee improves his/her qualifications and this improvement is not in compliance with the employer's needs, i.e. is without any right to be provided with any time off and any compensation for wages, the relevant Manager may enable the employee, with the consent given by the employee's direct superior worker, to take time off without any compensation for wages or to enable the employee to make up for the lost working hours.

(10) Other provisions concerning the field of care for employees shall be agreed in the collective agreement.

PART XII Liability for Damage

Article 26 Liability of the Employee

(1) The employee shall act so that any damage to human health or property as well as unjust enrichment is avoided. The employee shall notify his/her superior worker or any other Manager of any imminent damage and shall help to avert it unless this is hindered by grave circumstances or unless the employee would endanger either himself/herself or any other persons.

(2) The employee shall be held responsible to the University:

a) for any damage he/she has caused due to a negligent breach of duties in the course of

or in direct connection with performance of working tasks,

b) for a failure to comply with the duty to avert damage,

c) for a deficit in the entrusted values which the employee shall account on the basis of a concluded agreement on liability,

d) for a loss of articles entrusted to him/her by the University on the basis of a written confirmation or a written agreement on liability.

(3) In the event of liability pursuant to points a) and b) the employer shall prove the employee's fault. In the event of liability pursuant to points c) and d), i.e. if the employee is held responsible on the basis of a written agreement on liability or a written confirmation of receiving the entrusted articles, the employer shall not prove the employee's fault.

(4) The employee who is during performance of his/her working activities entrusted with cash, stamps, goods, material supplies or any other values that are subject to turnover or circulation and which the employee is obliged to account shall conclude a written agreement on liability pursuant to s. 252 et seq. of the LC. Depending on the conditions existing in a particular workplace it may be agreed in the agreements on liability with the employees from the workplace that they shall be held liable jointly and severally with the other employees for a deficit (joint liability). The superior Manager shall submit a proposal to conclude the agreement on liability. The relevant Manager competent to make decisions on labour-law relationships shall conclude the agreement with the employee. One copy of the agreement on liability shall be delivered to the HR.

(5) Employees who during performance of their working activities use tools, protective working aids and other similar things entrusted to them exclusively for personal use and availability shall receive such things on the basis of a written confirmation. Articles the price of which exceeds CZK 50,000 may only be provided to the employee on the basis of a written agreement on liability for loss of entrusted articles pursuant to s. 255 (2) of the LC. The superior Manager shall submit a proposal to conclude the agreement on liability. The relevant Manager competent to make decisions on labour-law relationships shall conclude the agreement with the employee. One copy of the agreement on liability shall be delivered to the HR.

(6) On the basis of a written confirmation or agreement pursuant to the previous paragraph, the employee may only be entrusted an object which may be in the employee's sphere of availability at any time, i.e. which the employee uses exclusively for his/her work, which is always under the employee's personal control and which may be locked in the space determined to store things after the employee leaves the workplace.

(7) The employee who refuses to conclude an agreement on liability and whose job description contains a provision on management of entrusted values, or who refuses to receive entrusted things that are necessary for the due performance of his/her work on the basis of a written confirmation or agreement shall fail to comply with the requirements for the due performance of such work without any fault on the part of the employer. This fact shall constitute the reason for conclusion of an agreement on transferring the employee to another kind of work or the reasons for termination of the employment by giving a notice pursuant to s. 52(f) of the LC.

(8) The superior Manager shall require that the employee should provide compensation for damage for which the employee is held responsible in accordance with the LC. Should the superior Manager fail to do so, he/she shall be held responsible for the compensation for the damage to the University. The employee who has caused the damage shall be notified

of the amount thereof within one month after the date the damage is found out, as a rule.

Article 27 **Liability of the Employer**

(1) The University shall be held responsible for damage caused to the employee in the following cases:

- a) in the course of or in a direct relation to performance of working tasks or due to intentional acting contrary good manners,
- b) damage caused to things left aside in a place reserved or usual for such things while the employee is performing his/her working tasks,
- c) while preventing imminent damage to be caused to the employer or risk endangering life or health.

This responsibility shall be objective, i.e. regardless of any fault on the part of the employer.

(2) The employee shall notify the superior Manager of any damage in writing without any unnecessary delay. In the notification the employee shall state when and how the damage was caused as well as other important facts depending on the nature of the case, in particular witnesses, or any other circumstances to confirm the facts. If any damage has been caused to things put aside by the employee in a usual place, the employee shall not become entitled to receive any compensation for damage if he/she fails to report the damage at the latest within 15 days after he/she has been informed about the damage.

(3) The procedure and details of reporting damage, determining its amount and deciding on the amount of the compensation for the damage shall be dealt with in a relevant directive issued by the University.

PART XIII **Protection of the Employer's Interests** **and Protection of the Employee's Personal Rights**

Article 28

(1) Employees may not use the employer's working means, computer equipment or telecommunication devices for their personal needs without having been granted the consent by the employer to do so.

(2) The University may not disturb the privacy of its employees at their workplaces and in the common premises without having any grave reasons to do so, by monitoring them either openly or in a secret manner, eavesdropping, or recording their phone calls, checking the electronic mail or printed letters addressed to the employees. If a grave reason justifying the implementation of such a control mechanism exists, the employer shall notify the employee of the manner and scope of the control in advance.

(3) The University may not require from the employee any information not related directly to the work performance and the employment relationship.

PART XIV
Complaints, Notifications, Labour Disputes

Article 29

(1) If any faults occur at the workplace or if an employee feels that his/her rights arising from the labour-law relationship have been reduced, the employee may contact the superior Manager. The employee's right to file a complaint with the University Rector, Dean or Bursar shall not be affected thereby. If the employee requires so, the complaint about the exercise of the rights and obligations or duties from the labour-law relationship shall be dealt with while a member of the ZO VOS is present.

(2) The relevant internal directive issued by the University shall regulate the settlement of complaints, notifications and petitions.

PART XV
Delivering

Article 30

(1) Documents concerning commencement, changes and termination of an employment relationship or agreements to carry out work out of employment relationship, removal from the position of a manager, wage assessment and a record on breaching the rules applicable to an insured person temporarily on a sick leave shall be delivered to the employee's own hands. Other conditions for delivering by the employer shall be regulated by s. 334 to s. 336 of the LC.

(2) The employee may deliver written documents to the employer either in person by giving them to the superior Manager or by filing the documents with the University mail office. The documents may also be delivered through a post licence holder.

(3) Delivery by e-mail shall only be possible in defined or agreed cases.

PART XVI
Transitional and Final Provisions

Article 31

(1) Heads of individual divisions, departments and organisational units shall ensure that the persons below are made acquainted with these employment rules in a demonstrable manner:

- a) all University employee within one month after the rules have become effective,
- b) new employees always at the commencement of the employment.

(2) The record certifying that the employee has been made acquainted with these employment rules shall be kept in the files administered by the head of the division or department.

(3) The employment rules shall be accessible to all employees, they shall be kept in the files administered by heads of divisions or departments, in the HR, and shall also be published at the University website as a rule.

Article 32

(1) Directive No. 14/2001 – Employment Rules – shall be hereby cancelled.

(2) Any amendments or modifications to these Employment Rules may only be implemented through written documents after having been approved by the ZO VOS. The other internal regulations may not be inconsistent with these employment rules.

(3) These employment rules have been approved by the ZO VOS at the University. The written consent has been recorded in the minutes of the VZO VOS meeting held on 5. 12. 2007.

(4) These employment rules shall become effective on 1 January 2008.

In Pardubice, on 7 December 2007

prof. Ing. Jiří Málek, DrSc.
Rector

1. Amendment No. 1 to directive No. 18/2007 became effective on 1 January 2009.
2. Amendment No. 2 to directive No. 18/2007 became effective on 1 June 2009.
3. Amendment No. 1 to directive No. 18/2007 became effective on 1 January 2010 and Amendment No. 1 to directive No. 18/2007 is cancelled.
4. Amendment No. 4 to directive No. 18/2007 became effective on 1 July 2010
5. Amendment No. 5 to directive No. 18/2007 became effective on 1 January 2011 and Amendment No. 3 to directive No. 18/2007 is cancelled.
6. Amendment No. 6 to directive No. 18/2007 became effective on 1 January 2012 and Amendment No. 5 to directive No. 18/2007 is cancelled.

Annexes:

[Annex No. 1 – Records of the working hours, including breaks at work and overtime work](#)

[Annex No. 2 – Schedule of shifts in the continuous working system](#)

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