



OSTRAVSKÁ
UNIVERZITA

Collective agreement

concluded between

University of Ostrava,

with registered offices at: Dvořákova 7, 701 03 Ostrava;
Company ID No. 61988987, represented by the Rector,
prof. MUDr. Jan Lata, CSc.

and additionally

Faculty of Medicine, represented by the Dean doc. MUDr. Rastislav Maďar, PhD., MBA,
FRCPS,
Faculty of Arts, represented by the Dean doc. Mgr. Robert Antonín, Ph.D.,
Faculty of Social Studies, represented by the Dean doc. PhDr. Alicia Gojová, Ph.D.,
Faculty of Science, represented by the Dean doc. RNDr. Jan Hradecký, Ph.D., Faculty
of Education, represented by the Dean doc. Mgr. Daniel Jandačka, Ph.D., Faculty of
Fine Arts and Music, represented by the Dean doc. MgA. František Kowolowski

hereinafter also referred to as the “employer” or “UO” on the first side,

and

**The Basic Trade Union Organization of the University Trade Union at the
University of Ostrava, register. no. 1941,**

registered offices: Dvořákova 7, 701 03 Ostrava, Company ID No. 71186506 represented by
the chairwoman of the committee, PhDr. Ilona Plevová, PhD.,

also referred to as the “trade union” on the other side

Part I – General Provisions

Article 1

Purpose of the agreement

1. This collective agreement (hereinafter also referred to as the “CA”) defines the rights and obligations of the contracting parties in the areas of labour relations, employment, wages, and remuneration for work, occupational safety, and social issues.
2. CA arrangements are binding on both parties, and the rights arising from this contract belong to employees, regardless of their trade union organization, unless otherwise specified below.
3. If a generally binding legal regulation or, as the case may be, a provision of a CA of higher legal force results in a more advantageous legal status or entitlement of an employee, such provision shall take precedence over the arrangements of this CA.
4. The employer’s information obligation towards employees is performed through a trade union.

Article 2

The relationship between the employer and the trade union

1. The employer undertakes to resolve substantiated proposals of the trade union resulting from identified cases of violation of the provisions of Act No. 262/2006 Coll. regulations on safety and health at work and on employment. At the same time, the employer undertakes to inform the trade union about the measures subsequently taken.
2. Co-operation between the contracting parties in matters regulated by this agreement, as well as labour law regulations, is carried out at the employer’s level as follows: the Rector, in the case of university-wide workplaces, the Dean - Chairperson of the trade union committee, at individual faculties. All written comments of the trade union on regulations for which the opinion of the trade union is required must be settled by the employer.
3. Any initiative to change the CA may be submitted by each of the contracting parties in writing, in either paper or electronic form. Any amendment amending the CA must be signed by authorized persons. The address used for official electronic communication between the contracting parties towards the trade union will be odbory@helpdesk.osu.cz, and directed towards the University of Ostrava address rektor@osu.cz.
4. The Chairperson or Vice-Chairperson of a trade union has the right to request the Rector or the Dean to participate in the meeting of the Rector’s or Dean’s Board when discussing the issues specified in § 280 and § 287 para. 2 of the Labour Code.
5. The Annual Report on the activities of the University of Ostrava and the Annual Report on the management of the University of Ostrava are available to the trade union on the public website of the University of Ostrava.

6. In the event of a change in generally binding legal regulations concerning claims arising from this contract, the contracting parties shall immediately initiate negotiations in accordance with the Act on Collective Bargaining and the CA shall adjust the contractual amendment accordingly.
7. If any provision of this CA becomes invalid in whole or in part due to a conflict with applicable law, or a higher level CA, as the case may be, this shall not affect the other provisions. Instead of this invalid provision, the amendment of a valid legal regulation, which is by its nature closest to the meaning of the invalid provision, shall be applied accordingly. The same applies to any necessary additions and interpretations.

Part II – Labour law

Article 3

General arrangements for labour relations

1. The employer is obliged to acquaint the employee with the CA and regulations related to occupational health and fire protection when establishing an employment relationship.
2. The employer is the University of Ostrava; the bodies of individual faculties have, in accordance with the provisions of Section 24 par. e) of Act No. 111/1998 Coll., on Higher Education Institutions and on Amendments to Other Acts, as amended (hereinafter referred to as the “Higher Education Act”), the right to act on behalf of the University of Ostrava in the field of labour relations.
3. The employment of academic staff and non-academic staff is governed by the relevant provisions of the Labour Code. The positions of academic staff are filled in accordance with the provisions of Section 77 of the Higher Education Act.
4. The employer processes personal data of employees in accordance with the EU GDPR Regulation and Act No. 110/2019 Coll., On the processing of personal data, as amended, in particular, so that there is no unauthorized access to this data, unauthorized transfer, unauthorized processing, as well as other misuse of such data.

Article 4

Employment and employment contracts

1. An employment relationship is generally established by concluding a written employment contract.
2. The employment contract, in addition to specifying the type of work, whether the employee is considered an academic, designation of the place of work, date of employment, and duration of employment, also contains the name and address of the employer, determination and schedule of weekly working hours, place of work performance for the purpose of providing travel allowances, and information about the CA, which regulates the working conditions of the employee and the designation of participants in this CA.
3. The employment relationship lasts for an indefinite period, unless its duration has been expressly agreed otherwise.

4. The duration of a fixed-term employment relationship between the same contracting parties may not exceed 3 years, and may be repeated no more than twice from the date of the first fixed-term employment relationship. Conversion to a fixed-term employment relationship is also considered an extension. If a period of 3 years has elapsed since the termination of the previous fixed-term employment relationship, the previous fixed-term employment relationship between the same contracting parties shall not be taken into account.
5. The provisions of the preceding paragraph are without prejudice to the procedure under special legal regulations, where it is assumed that the employment relationship may last only for a certain period of time.
6. Within this CA, the contracting parties enter into an agreement in accordance with Section 39 paragraph 4 of the Labour Code, according to which it is possible to negotiate an employment relationship with an employee for a definite period of time, even in the case of serious operational reasons of the employer, or reasons consisting in the special nature of work. The employer's serious operational reasons, the reasons based on the special nature of the work, the rules of different procedures, and the circle of employees are given as follows:
 - a) The period of certain implementation of projects is defined by the project provider, where the project is a time-bound and comprehensive set of activities and processes, the aim of which is a specific introduction, creation, or change of activities and/or processes.
 - b) When negotiating and repeating a fixed-term employment relationship, the employer will proceed in such a way that the employees whose part of the work is the fulfilment of individual activities or project outputs and whose personal/wage expenses/costs are applied within the project budget will negotiate the employment relationship for a definite period of time repeatedly, in the event that the employer has at his disposal another project, or the need to perform work on currently implemented projects, corresponding to the qualifications and abilities of the employee.
 - c) These rules of the employer's other procedures apply to employees assigned to the employer's workplaces in which the employees participate in the implementation of projects.
7. At least 30 calendar days before the expiry of the agreed duration of the employment relationship, the employer is obliged, at the request of the employee, to demonstrably inform him/her about the extension or non-extension of the employment contract.

Article 5 Trial period

1. A trial period of a maximum of 3 months may be agreed with the employee in the employment contract. A trial period of a maximum of 6 months may be arranged for managers.
2. At the same time, the length of the trial period may not exceed half of the agreed duration of the employment relationship in the employment contract.

Article 6 Equal treatment

1. The employer shall ensure equal treatment of all employees with regard to their working conditions, including remuneration and other pecuniary benefits, and benefits of monetary value, training, and the opportunity to achieve a functional or other career advancement. Unequal treatment is not considered to be a distinction established by the Labour Code or a special legal regulation, or when there is a material reason for this, consisting in the nature of the work performed by the employee, and which is necessary for the performance of this work.
2. The exercise of rights and obligations arising from employment relationships may not, without a legal reason, interfere with the rights and legitimate interests of the participants in the employment relationship, and must not be contrary to good morals.
3. The employer may not punish or disadvantage the employee in any way because he is legally asserting his rights and claims arising from employment relationships.
4. In the event of a breach of the rights and obligations arising out of equal treatment or discrimination in employment relationships, the staff member shall have the right to demand that the breach be abandoned, that the consequences of the breach be remedied, and that he be given adequate redress, or alternatively he be compensated for non-pecuniary damage in money.

Article 7 Appointment

1. Appointment to office shall be governed by the relevant provisions of the Higher Education Act and the Labour Code.
2. Any employee who has been appointed to a post may be removed from office, and may also resign in writing.
3. The appointment may be in accordance with the Labour Code, resp. by the Higher Education Act for a definite or indefinite period.

Article 8 Business travel

1. The employer shall be entitled to send an employee on a business trip only on the basis of an agreement with him/her.
2. The agreement with the employee must be concluded in writing.
3. Other duties arising from the mission (trip) are defined in the Rector's decision.
4. The rights of employees sent on a domestic or foreign business trip will be provided in accordance with the relevant provisions of the Labour Code, and in accordance with the relevant measure(s) of the Rector.

Article 9
Collective redundancies

1. If the employer terminates the employment relationship with notice pursuant to § 52 letter a) - c) with at least 30 employees, he/she is obliged to fulfil the obligations imposed by § 62 of the Labour Code. The same obligations arise for the employer if he/she terminates the employment relationship with at least 5 employees, and at the same time, with at least another 25 for the same reasons, he/she terminates the employment relationship by agreement.

2. The employer is obliged to provide the necessary information and documents to the trade union sufficiently in advance, and to discuss these measures with it, as well as the obligation to continuously inform the Labour Office in writing about negotiations with the trade union and its results.

Article 10
Personnel file of the employee

1. The employer is entitled to keep personnel files of the employee. The personnel file contains documents that are necessary for the performance of work in an employment relationship, and according to agreements on work performed outside the employment relationship, as well as documents that the employer is obliged to keep on the basis of legal regulations.

2. The employee has the right to inspect his personnel file, make extracts from it, and obtain copies of the documents contained therein, at the expense of the employer.

Article 11
Certificate of employment and assessments by the employer

1. Upon termination of an employment relationship, an agreement on the performance of work, or an agreement on work activities, the employer is obliged to issue a certificate of employment only to the hands of the employee. The employer is obliged to state in the certificate of employment the following:
 - a) information on employment, type of employment relationship, duration;
 - b) type of work performed;
 - c) the qualification(s) obtained;
 - d) the time worked and other factors relevant to the achievement of the maximum permitted exposure time;
 - e) whether deductions are made from the employee's salary, in whose favour, how high is the receivable for which the deductions are to be further made, what is the amount of deductions made so far, and what is the order of the receivable;
 - f) data on the creditable period of employment in 1st and 2nd working category for the period before 1 January 1993, for the purposes of pension insurance;

- g) information on the amount of average earnings, whether the employment relationship, the performance agreement, or the employment agreement was terminated by the employer due to a breach of the obligation arising from the legislation relating to the work performed by the employee in a particularly gross manner, or due to a breach of another obligation employee pursuant to Section 301a, in a particularly gross manner, and the employer is obliged to state the other facts decisive for the assessment of entitlement to unemployment benefit in a separate certificate, at the request of the employee.
2. Upon request, the employer is obliged to issue an assessment on the employee's work activity, within 15 days of the request, but not earlier than within two months before the termination of the employment relationship. The report must not contain information other than the evaluation of the work, qualifications, and abilities of the employee, and other facts directly related to the performance of the work performed.

Article 12 Severance pay

1. Upon termination of employment by the employer for so-called organizational reasons, § 52 a) - c) of the Labour Code, the employee is entitled to severance pay according to the provisions of the Labour Code.
2. Upon termination of employment for reasons under § 52 a) - c) of the Labour Code, employees are entitled to severance pay in excess of the above Labour Code stipulation, in the amount of one time the average earnings in the event that the employment ends by agreement by the end of the 1st month, after the month in which the application for termination of employment was made.
3. Upon termination of employment for reasons under § 52 a) - c) of the Labour Code, employees are entitled to severance pay in excess of the above Labour Code stipulation, in the amount of twice the average earnings in the event that the employment ends by agreement by the end of the calendar month, in which a proposal for termination of employment was given.
4. Upon termination of employment for the reasons stated in § 52 letter d) of the Labour Code (occupational accident, occupational disease or in case of danger with this and reaching the maximum permissible exposure) by notice of the employer or by agreement, the employee is entitled to severance pay in the amount of twelve times the average earnings.

If the employee has been terminated because he may not, according to the medical report issued by the occupational health service provider or by a decision of the competent administrative authority reviewing the medical report, continue to perform his previous work due to an accident at work or an occupational disease, and the employer shall completely relinquish their responsibilities under § 270 para 1, severance pay does not apply to the employee.

Article 13
Increasing and deepening qualifications

1. The employer undertakes to permanently enable employees to increase and deepen their qualifications in order to perform the work agreed in the employment contract, in compliance with the rules pursuant to § 230 and the following paragraphs of the Labour Code, as referred to in paragraph 2.
2. When concluding a qualification agreement in connection with increasing or deepening a qualification, the employer shall proceed in accordance with § 234 and 235 of the Labour Code.

Article 14
Working hours, on call hours

1. Weekly working hours are set for all UO employees at 40 hours, with the exception of employees with shorter working hours. The distribution of working hours and the application of flexible working hours must be in accordance with § 81 to 84 of the Labour Code. Other conditions are determined by the relevant measures of the Rector.
2. The weekly working time in the two-shift working regime is set at a maximum of 38.75 hours. The weekly working time in the continuous working regime is set at 37.5 hours. The beginning and end of working hours at workplaces with two-shift and continuous working regime, including the schedule of shifts, is determined by the manager, according to the requirements of building users.
3. With regard to the specific conditions of pedagogical and operational workplaces, flexible working hours are applied at individual UO workplaces. More detailed conditions for the organization of working hours are set by the Rector.
4. The employer may, for operational, medical, or other serious personal reasons, agree to an employment contract shorter than the specified weekly working hours.
5. The employer undertakes to give priority to shorter than specified working hours with employees who have reached the age of 50, in those cases where the employer could otherwise terminate the employment relationship with these employees for organizational reasons by notice or agreement.
6. The employer is obliged to provide the employee with a work break for food and rest of at least 30 minutes, which is not included in the working hours, after a maximum of six hours of continuous work. Breaks for meals and rest are not provided at the beginning and end of working hours.
7. Employees with working hours of less than 6 hours/day are not provided with a break from work.
8. The employer may require the employee to be on call, provided that he has agreed to this in writing. For the period of on-call time, the employee is entitled to remuneration pursuant to Section 140 of the Labour Code, and for the performance of work during on-call time, the employee is entitled to a salary. The performance of work during on-call time over a specified weekly working time is overtime.

9. An Employee working at night means an employee who regularly works at least 3 hours of his work shift within 24 consecutive hours between 10 pm and 6 am.
10. The employee is obliged to use the form "Record of hours worked" for records of hours worked, overtime, on-call time, and night work. With his signature, he/she confirms the correctness of the stated data, and submits the report to a superior employee at the end of the calendar month. Upon request, the employer is obliged to allow the employee to inspect the records of his working hours for comparison.

Article 15 Overtime work

1. Overtime may only be ordered to employees for serious operational reasons.
2. Ordered overtime work for an employee may not exceed 8 hours per week, and 150 hours per calendar year. Above this range, the employer may require overtime work only on the basis of a written agreement with the employee.
3. The maximum amount of overtime work in a calendar year may be 416 hours.
4. Overtime work for part-time work is only in the case of exceeding the legal maximum limit, i.e. 40 hours/week.

Article 16 Holidays

1. Non-academic staff are entitled to recovery leave in the scope of the basic amount of 6 weeks in a calendar year.
2. The recovery leave for academic staff is 8 weeks in a calendar year.
3. The number of hours of leave is calculated according to the agreed weekly working hours, i.e. the number of working hours per week (in reference to the agreed number of hours), and the number of entitlements to weeks of leave are multiplied.
4. The main period for taking holiday leave in the current calendar year is 1. 7. – 31. 8. and 27. – 31. 12.
5. The employer is obliged to determine the use of leave so that the employee usually takes the leave in full, and by the end of the calendar year in which the employee's right to leave arose, unless the employer is prevented from doing so by obstacles to work or urgent operational reasons. If the employee is granted leave in several parts, at least one part must be of at least 2 weeks in total, unless the employee and the employer agree on a different length of leave. The employer is obliged to notify the employee in writing of the specified period of taking leave at least 14 days in advance, unless he agrees with the employee on a shorter period.
6. The details of drawing leave are further determined by the measures of the Rector, resp. the Dean's measures.
7. If an employee is unable to take the leave in a given calendar year for urgent personal reasons and, on the basis of an approved application, transfers part of the leave to

the following year, he is obliged to take the leave by 30th June of the following year, at the latest. Details of the conditions of the transfer, the number of days transferred, and the conditions for taking untaken leave for personal reasons of the employee shall be determined by the Rector.

8. If the employer does not determine the use of the employee's leave for urgent operational reasons, or the employee does not use it due to obstacles at work, the employer is obliged to designate the employee so that it is taken no later than the end of the following calendar year. If the use of leave is not determined by 30th June of the following calendar year at the latest, the employee also has the right to determine the use of leave. The employee is obliged to notify the employer in writing of the use of such leave at least 14 days in advance, unless he agrees with the employer on another time of notification.
9. If the employee does not take this leave until the end of the following calendar year because the employee has been declared temporarily incapable of work or due to maternity or parental leave, the employer is obliged to determine the time of taking this leave after these obstacles at work.
10. Employees are entitled to compensation for untaken leave only in the event of termination of employment.

Article 17 Sick days

1. The employer shall provide the employee, at his request, with leave for treatment (sick day) for a maximum of 5 calendar days in a given calendar year.
2. For exhausted sick days, the employee is entitled to financial compensation in the amount of the gross salary that the employee would otherwise receive for the performance of work. The employer ensures mandatory financial contributions, as well as wages, for the performance of work.
3. Sick days can be taken on individual whole days or several days in a row.
4. Sick days may not be taken by employees during the trial period.
5. For the purposes of entitlement to leave, taking sick leave shall not be regarded as work.
6. Unused sick days shall not be carried over to the following year, nor shall any compensation be paid for them.
7. The details of taking sick day are further determined by the Rector's measures.

Article 18 Unpaid and sabbatical leave Working leave for long-term care of a close person

1. If the operating conditions allow it, the employer shall, on the basis of a written request, grant the employee leave without compensation of wages (unpaid leave), with payment of health insurance by the employee. Unpaid leave is provided only after the entitlement to leave for the relevant calendar year has been exhausted.

2. The employer shall provide academic staff with sabbatical leave of six months once every 7 years, unless this is prevented by serious circumstances concerning the performance of the employer's educational tasks. Employees are provided with a salary in accordance with the Internal Wage Regulations of the UO when taking creative leave in accordance with Section 76 of the Act on Higher Education Institutions.
3. Unless serious operational reasons prevent this, the employer shall, on the basis of a written request from the employee, grant paid leave for long-term care of a close person, pursuant to § 39 of the Sickness Insurance Act. After the end of the provision of long-term care, the employer must place the employee in his original job and workplace.

Part III – Social area

Article 19 Occupational health service

1. The employer provides occupational health services for employees in a medical facility with which he has a contracted service for this purpose.
2. The provision and implementation of occupational preventive care is determined by the Rector's measures.

Article 20 Catering for employees

1. The employer shall, in accordance with legal regulations, provide a meal allowance at the request of the employee, in accordance with the relevant Rector's measure.
2. The condition for the provision of a meal allowance is the employee's co-payment, which amounts to 45%, rounded up to whole crowns.

Article 21 Reward for a life anniversary

1. The employer shall provide the employee with a financial reward on the occasion of a life anniversary of 50 years, in the wages for the relevant month in which this age was reached, provided that all conditions for obtaining it are met.
2. The employee is entitled to remuneration in the main employment relationship, if the sum of his work with the employer as of the date of entitlement to remuneration is 0.7 and higher. The amount of remuneration is determined depending on the continuous length of employment with the employer, and shall be:

CZK 5,000 if his employment with the employer lasted at least 10 years, CZK 6,000 if his employment with the employer lasted at least 15 years, CZK 7,000 if his employment with the employer lasted at least 20 years, CZK 8,000 if his employment with the employer lasted at least 25 years, CZK 10,000 if his employment with the employer lasted at least 30 years.

Article 22
Retirement Remuneration

1. The employer shall reward the employee for the first termination of employment with the employer in connection with retirement, provided that all the conditions for obtaining it are met. Remuneration is due to the employee upon submission of a copy of the decision of the competent state authority on its award.
2. Remuneration is due to the employee in the main employment relationship, if the sum of his work with the employer as of the date of entitlement to remuneration is 0.7 and higher.
3. The amount of remuneration shall be determined according to the continuous length of employment with the employer and shall be:

CZK 5,000 if his employment with the employer lasted at least 10 years, CZK 6,000 if his employment with the employer lasted at least 15 years, CZK 7,000 if his employment with the employer lasted at least 20 years, CZK 8,000 if his employment with the employer lasted at least 25 years, CZK 10,000 if his employment with the employer lasted at least 30 years.

Article 23
Reward for loyalty

1. The employer shall provide the employee on the occasion of the anniversary of the commencement of the first employment with the employer, if the employment with the employer lasted for a continuous period of 15 years, and with each subsequent five-year anniversary.
2. For employees in the main job at the employer's at the date of entitlement, it is at least 1.0, the amount of remuneration is CZK 5,000.
3. For employees in the main employment relationship, but with a workload of less than 1.0, the amount of remuneration will be recalculated on the date of entitlement in proportion to the amount of this workload.

Article 24
Remuneration - general provisions

1. The Personnel officer of the employee's core workplace is responsible for submitting a proposal for the award for an anniversary, for retirement, and for loyalty.
2. The amount of remuneration is stated in gross amount.
3. The employer may decide to provide extraordinary remuneration to the employee also in case of other extraordinary events in connection with operation at the UO, such as prevention of fires and other natural events, their liquidation, or elimination of their consequences, in cases of life-threatening, health, or destruction of property of the employer, and in other cases specified in the Internal Wage Regulations of the UO.

4. Other conditions for the provision of remuneration are set out in the valid wording of the Internal Wage Regulations of the UO.

Part IV – Health & Safety at Work

Article 25 H&SW Management

1. The employer is obliged to ensure the health and safety protection of employees at work (hereinafter referred to as “H&SW”) with regard to the risks of possible danger to their lives and health, which relate to the performance of work. The employer is obliged to fulfil the obligations set out in § 103 of the Labour Code in the area of H&SW.
2. The employer is obliged to create a safe and non-hazardous working environment and working conditions by appropriate H&SW organization, and by taking measures to prevent risks.
3. The health and safety management system at the UO is regulated by the Rector’s measures.
4. The employer's obligations in the area of risk prevention are governed by § 101 and 102 of the Labour Code.
5. The employer is obliged to provide tasks in risk prevention by one or more professionally qualified persons. Co-operation between the employer and a professionally qualified person in the prevention of risks and the preconditions for professional competence are governed by § 9 and 10 of Act No. 309/2006 Coll., On ensuring other H&SW conditions, as amended.
6. If it is not possible to eliminate or sufficiently reduce the risks by means of collective protection or measures in the field of work organization, the employer is obliged to provide employees with personal protective equipment. The provision and use of personal protective equipment, work clothes, and footwear, washing, cleaning, and disinfecting agents, and protective beverages are governed by § 104 of the Labour Code.
7. Employees have the right to participate in the resolution of H&SW-related issues through a trade union. Employee participation in solving H&SW issues is governed by the Labour Code. The trade union has the right to submit suggestions to the employer to solve problems in the field of H&SW, and the employer has the obligation to immediately inform the trade union about the manner and procedure of solving the given problem.
8. Any employer who encounters an accident at his/her workplace is obliged to clarify the causes and circumstances of the accident with the participation of the employee, if the employee’s health allows, witnesses, and the trade union, and without serious reasons not to change the situation at the scene until the causes and circumstances are clarified on the occurrence of said accident at work. The employer’s obligations in the event of accidents at work and occupational diseases are governed by § 105 of the Labour Code.

9. The employer is obliged to ensure that the workplace is spatially and structurally arranged and equipped so that working conditions for employees in terms of safety, hygiene, and health at work correspond to safety requirements and hygiene limits for the working environment and workplace.
10. Technical equipment which poses an increased risk to the life and health of workers may be operated only by medically and specially qualified workers. Only such employees may also perform activities that pose an increased risk to the lives and health of employees.

If there are risk factors at the employer's workplace, the employer is obliged to determine and check their values by measurement, and to ensure that they are excluded, or at least limited to the minimum reasonably achievable, and in accordance with special legal regulations when identifying, evaluating, and taking measures to comply with the maximum permissible values.

12. The employer is obliged to organize the work and to establish and implement work procedures in such a way that the principles of safe behaviour at the workplace are observed.
13. By the Rector's order, the employer determines the circle of senior employees, at the instruction of which the employee is obliged to submit to the determination of whether he is under the influence of alcohol or other addictive substances.
14. Workplaces to which the conditions for the payment of a special supplement for the performance of activities in difficult and harmful working conditions apply shall be determined by the employer by an internal wage regulation in accordance with the Government Implementing Regulation to the Labour Code. The amount of the allowance for work in an arduous working environment is at least 10% of the basic rate of the minimum wage.
15. The employer is obliged to ensure the safe storage of outer clothing and personal items that employees usually carry to work.
16. The employer is obliged to provide adequate protective equipment, disinfectant, and antibacterial and personal protective equipment (masks, respirators, shields) to employees who have increased contact with the public, students, or other employees, at a time when the use of these products is required by the competent authorities.
17. The employer is obliged to create such working conditions for the employee, and provide such technical means, that the employee is able to comply with regulations and laws concerning the protection of personal data and information security when working with data, information systems, and technologies.

Part V – Remuneration and budget

Article 26 Rewarding employees

1. Remuneration of employees is governed by the provisions of the Labour Code, as amended, and the Internal Wage Regulations of the UO, issued in accordance with the provisions of the Higher Education Act.
2. The employer undertakes to include the employee in the relevant wage tariff in accordance with the above regulations, i.e. in accordance with the type of work actually performed.
3. The employer is obliged to submit to the employee the documents on the basis of which this classification was made, and to acquaint him/her with the wage conditions and the Internal Wage Regulation of the UO.
4. Remuneration information shall be treated as confidential.
5. The employer sets the conditions for the award of other wage components in the Internal Wage Regulations of the UO.
6. The employer is obliged to discuss the internal wage regulation of the UO with the trade union before its approval.
7. The UOs internal wage regulations are freely accessible to employees for inspection on the UO website.
8. At the request of the employee, a representative of the trade union is entitled to take part in the discussion of the employee's wage claims.
9. On the basis of a written request of a trade union, addressed to the Rector of the UO, the employer is obliged to discuss a possible update of the Internal Wage Regulations of the UO.

Article 27 Payment of wages/remuneration

1. Employees who have agreed in a written employment contract with the employer on the payment of wages in a non-cash manner shall be paid by the employer to their account with the chosen financial institution.
2. The employee is obliged to notify the employer's payroll accounting office of the number of this account, or its change, no later than three working days before the end of the calendar month for which the wage is to be paid.
3. If the employee informs the employer within the same period that he requests the payment of wages in cash, the employer undertakes to pay the wages in this way, at the time and place specified by the employer.

4. In the case of employees working on the basis of agreements outside the employment relationship, with the exception of foreign nationals, the wage or remuneration shall be paid by non-cash transfer to the bank account, which they are obliged to report when drawing up the employment agreement.
5. Wages for work performed and remuneration from agreements concluded outside the employment relationship shall always be payable no later than the 15th day of the calendar month following the month in which the employee became entitled to wages, any component thereof, or remuneration from agreements. If a one-time payment of the remuneration from the agreement is agreed only after the completion of the entire work task, the employer will pay the remuneration from the agreement in the nearest pay period after the completion and submission of the work.
6. At the end of the employment relationship, the employer shall pay the wage no later than in the next regular payment period following the day of termination of the employment relationship.

Article 28 UO Budget

1. The employer shall submit to the trade union a breakdown of the budget for the relevant year, and in the following years, always within one month after approval by the Board of Trustees of the UO.
2. In the case of further revenue in the budget to be used for wages or remuneration for the current year and for the following year, the employer shall inform the trade union of the manner in which it is used.
3. The employer undertakes to invite a representative of the trade union to the final discussion of the UO budget at the level of the Rector's Board.

Part VI – Conditions for the activities of a trade union

Article 29 Mutual co-operation

1. A trade union may, free of charge, and in agreement with the employer, use one meeting room with technical equipment for the performance of its activities on the employer's premises, as required.
2. The employer shall enable the members of the trade union committee to carry out their activities in such a way that the operation of the workplace is not disrupted.
3. The employer shall, to the extent necessary, provide paid leave for the performance of trade union activities in such cases as follow:
 - a) participation in assets, conferences, and training courses organized by the University Trade Union;
 - b) in exceptional cases, agreed in advance by the Contracting Parties;

- c) holding elections of employees' representatives during working hours; if the employer's operational capabilities do not allow it, the choice may be made outside the workplace;
 - d) resolving employment matters with the employer for the Chairperson of the trade union or his deputy (Vice - Chairperson).
4. The members of the trade union committee enjoy increased protection in connection with termination of employment.
 5. The employer shall make free monthly deductions of the membership fees of the members of the trade union, free sending of the deducted amount to the account of the trade union, and keeping monthly summaries of the paid membership fees. At the same time, he/she sends a monthly overview of paid membership fees to the Chairperson of the trade union. This deduction may be made only with the written consent of the employee, addressed to the UO payroll accountant.
 6. The list of members of the trade union committee is given in Annex No. 1 of the CA, and will be continuously updated by the trade union, and published on the UO website. Any changes in the composition of the trade union committee will be duly notified in writing to the employer.

Part VII – Closing Provisions

Article 30 Mutual arrangement

1. This CA is binding on both parties, and on any legal successors.
2. This CA is governed by the provisions of the Labour Code, as amended, and related regulations.
3. This CA is concluded for the period up to 31st December 2023.
4. In accordance with the obligations defined by the Labour Code, both parties are obliged to inform the employee within 15 days from the conclusion/signature of the CA and any amendments.
5. Changes to this CA may only be made in writing, in the form of numbered amendments.
6. This Collective Agreement, including amendments, is available to employees on the UO website.
7. Public control of the performance of the agreement will take place with the participation of the employer's representatives at the trade union conference.
8. This CA shall take force and effect as at 1st January 2021.
9. This CA shall enter into force and effect on the date of signature by the last of the contracting parties.

Digital signature

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prof. MUDr. Jan Lata, CSc.
Rector of UO

doc. MUDr. Rastislav Maďar, PhD., MBA, FRCPS, Dean
of the Faculty of Medicine

Digital signature

doc. Mgr. Robert Antonín, Ph.D.,
Dean of the Faculty of Arts

Digital signature

doc. PhDr. Alice Gojová, Ph.D.,
Dean of the Faculty of Social Studies

Digital signature

doc. RNDr. Jan Hradecký, Ph.D.,
Dean of the Faculty of Science

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doc. Mgr. Daniel Jandačka, Ph.D.,
Dean of the Faculty of Education

Digital signature

doc. MgA. František Kowolowski,
Dean of the Faculty of Fine Arts and Music

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PhDr. Ilona Plevová, PhD.
Chairperson of ZO VOS at UO



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European Structural and Investment Funds
Operational Programme Research,
Development and Education



MINISTRY OF EDUCATION,
YOUTH AND SPORTS

Annex No. 1 – Current list of members of the ZO VOS committee at the UO

PhDr. Ilona Plevová, PhD.
Chairperson

Robert Koniuch
Vice-Chairperson

Mgr. Marketa Babičová
Manager
Representative of the Faculty of Medicine, Faculty of Social Studies

Ing. Karina Dráberová
Clerk for control of management and work with pensioners, representative of the Rector's Office

Pavla Faksová
Occupational Safety Officer
Representative of the University Library, Faculty of Education

Monika Javorská
Clerk for work with children
Representative of the Faculty of Science, Institute for Research and Applications of Fuzzy Modelling

Hana Kuchtová
Co-ordinator
Representative of the Faculty of Fine Arts and Music

RNDr. Pavla Lokajová
administration web, portal, email
Representative of the Centre for Information Technology

Marie Šimáková
Company Representative, Culture Officer
representative of the Faculty of Arts