



**OSTRAVSKÁ**  
UNIVERZITA

## **Collective Agreement**

made and entered into by and between

### **University of Ostrava**

with registered office at Dvořákova 7, 701 03 Ostrava; company registration no. (IČ) 61988987,  
represented by Petr Kopecký, Rector,

and the faculties of the university of Ostrava, namely:  
Faculty of Medicine, represented by Rastislav Maďar, Dean,  
Faculty of Arts, represented by Robert Antonín, Dean,  
Faculty of Social Studies, represented by Alice Gojová, Dean,  
Faculty of Science, represented by Zuzana Václavíková, Dean,  
Faculty of Education, represented by Daniel Jandačka, Dean,  
Faculty of Fine Arts & Music, represented by Michal Kalhous, Dean,

hereinafter designated as the “Employer” or “OU”, **as one party**,

**and**

### **The Basic Trade Union Organisation of the University of Ostrava (organisation no. 1941 in the register of the Higher Education Trade Union)**

with registered office at Dvořákova 7, 701 03 Ostrava, registration no. (IČO) 71186506,  
represented by Iлона Plevová, chairperson of the committee of the Basic Trade Union Organisation

hereinafter designated as the “Trade Union Organisation”, **as the other party**;

## **Part I – General Provisions**

### **Article 1 Purpose**

1. This Collective Agreement (“CA”) specifies the parties’ rights and obligations in the area of industrial relations, employment, wages and remuneration, health and safety at work and social welfare issues.
2. The covenants of this CA are binding for both of the parties and unless expressly stated otherwise, entitlements arising from this agreement belong to an employee whether or not he or she is a member of the Trade Union Organisation.
3. If generally binding legislative rules, or as the case may be, the covenants of a collective agreement which has higher legal force, suggest a more favourable position or entitlement for an employee, such rule or covenant then takes precedence over the covenant contained in this CA.
4. The employer’s information duty towards employees stipulated in S 279 of Act no. 262/2006 Sb., The Labour Code as amended (“Labour Code”) is discharged via the Trade Union Organisation.

### **Article 2 The Relation between the Employer and the Trade Union**

1. The Employer agrees to deal with justified proposals of the Trade Union Organisation submitted on the basis on known violations of provisions of the Labour Code as well as known violations of other legislative rules and regulations applying to industrial relations, including those applying to wages, health and safety at work and employment. At the same time, the Employer agrees to inform the Trade Union Organisation of the measures adopted in response to such proposals.
2. Cooperation between the parties in connection with matters regulated by this agreement, or by legislative rules applying to industrial relations, is arranged as follows at the level of the Employer: cooperation and communication with the chairperson of the committee of the Trade Union Organisation is provided by the Rector for workplaces of university-wide nature, and by deans of the individual faculties for workplaces at the individual faculties. Any written comments provided by the Trade Union Organisation in relation to the rules and regulations which the Trade Union Organisation is required to express its position to must be dealt with and settled by the Employer.
3. A motion for a change in the CA may be submitted by either of the parties to the agreement, this is to be done in writing, in documentary or in electronic form. An addendum changing the CA needs to be furnished with signatures of authorised persons. The addresses to be used for official electronic communication between the parties to the agreement are as follows: [vybor.odbory@osu.cz](mailto:vybor.odbory@osu.cz) for any communication sent to the Trade Union Organisation, and [rektor@osu.cz](mailto:rektor@osu.cz) for any communication sent to the University of Ostrava.
4. The chairperson, or vice-chairperson, of the Trade Union Organisation is entitled to request that the Rector, or a dean of a faculty, allows their participation in the Rector’s Collegium, or the Dean’s Collegium, in cases when issues set out in SS 280 and 287 (2) of the Labour Code are discussed thereat.
5. The Annual Report of the University of Ostrava and the Annual Report on the Economic / Financial Operations of the University of Ostrava are available on the public internet page of the University of Ostrava for the Trade Union Organisation.
6. In case of changes to generally binding legislative rules applying to the entitlements arising out of this agreement, the parties agree to start negotiations under the act on collective bargaining without delay and adjust the CA by an addendum to incorporate the corresponding changes.
7. If a clause of this CA becomes invalid, in part or in full, due to it being in conflict with valid legislative rules or a higher-level collective agreement, the remaining clauses of the agreement will not be affected. Wording of a valid legislative rule or regulation with the closest possible

effect to the intended effect of the invalid clause will be used instead, with any necessary modifications. The same applies to any necessary addenda or schedules.

## **Part II – Industrial Relations**

### **Article 3**

#### **General Provision in Respect of Industrial Relations**

1. The Employer is obliged to advise newly hired employees of the CA and to explain to them the rules and regulations related to health and safety at work and fire protection.
2. The Employer is the University of Ostrava, and the corresponding bodies of the individual faculties are authorised to act on behalf of the University of Ostrava in the area of industrial relations under the provisions of S 24 (1) e) of Act no. 111/1998 Sb., On Higher Education Institutions and on Changes and Additions to Certain Other Acts, as amended (“Higher Education Act”).
3. Employment of employees in both academic and non-academic positions is governed by the relevant provisions of the Labour Code. Academic positions are filled in compliance with the provisions of S 77 of the Higher Education Act.
4. The Employer processes employees’ personal data in compliance with the EU GDPR regulation and Act no. 110/2019 Sb., On Personal Data Processing, as amended, focusing primarily on prevention of unauthorised access to these data, and prevention of their unauthorised transmission, processing and other forms of misuse.

### **Article 4**

#### **Employment and Employment Contract**

1. As a matter of principle, employment commences by the conclusion of a written employment contract, or, in cases stipulated by law, by appointment into a position.
2. An employment contract contains a detailed description of the type of work to be performed by the employee, information whether the position is considered to be an academic position, designation of the place of work, date of commencement of employment and the term of employment and it also contains the Employer’s name and registered office.
3. Unless a fixed term of employment is expressly agreed, employment with the Employer is indefinite term employment.
4. The term of employment based on a fixed term employment contract may not exceed the term of three years between the same parties, and may only be renewed twice after the date of commencement of the first fixed term employment. Extension of employment based on a fixed term employment contract is also considered to amount to a renewal of such employment. If three years have passed since termination of the last fixed term employment, such previous fixed term employment contract concluded between the same parties is disregarded for the purposes of this measure.
5. Provisions contained in the previous paragraph do not prejudice the procedure under special legislative rules which assumes that certain employment may only last for a set period of time.
6. Within this CA, the parties enter into an agreement under S 39 (4) of the Labour Code under which it is possible to agree on fixed term employment with an employee which may be renewed repeatedly if this is justified by serious operational reasons on the part of the Employer, or reasons consisting in a special nature of the work to be performed. Serious operational reasons on the part of the Employer, reasons consisting in a special nature of work, rules for the application of another procedure and the employees to whom these rules may apply are as follows:
  - a) the fixed term of implementation of a project is defined by the provider of the project, with a project being a time-limited and complete set of activities and processes the aim of which is specific implementation, creation or change of activities and/or processes.

- b) When agreeing and renewing fixed term employment, the Employer will agree fixed term employment contracts which will be renewed repeatedly for those employees whose sole type of work is performing individual project activities or delivering project outputs.
7. The Employer is obliged to inform an employee upon their request whether or not the employee's employment contract will be extended, and this is to be done no later than 30 days prior to the expiration of the agreed term of employment.

#### **Article 5 Trial Period**

1. A trial period of no more than 3 months may be agreed with an employee in an employment contract, or in a contract to perform work which does not constitute employment. A trial period may be maximised at 6 months in an employment contract in the case of employees in management positions.
2. At the same time, the trial period may not exceed half of the agreed term of employment / industrial relation.

#### **Article 6 Equal Treatment**

1. The Employer is obliged to arrange for equal treatment of all employees in areas related to the terms and conditions of employment including remuneration for work and other monetary remuneration or remuneration of monetary-value, professional training and opportunities for career development and advancement. A difference in remuneration is not considered to amount to unequal treatment in cases stipulated in the Labour Code or a special legislative rule, or if there is a factual reason justifying such difference consisting in the nature of the work performed by the employee, which, with a view to performing such work, cannot be eliminated.
2. Without a legal cause, the exercise of the rights and duties arising from industrial relations must not encroach on the rights and justified interests of the parties to such relations, and must not violate good manners.
3. The Employer must not take a disciplinary action against an employee, or put an employee at a disadvantage, due to the employee's lawful assertion of their rights and entitlements arising from industrial relations.
4. If, within industrial relations, a violation of the rights and obligations related to equal treatment occurs or an employee is discriminated against, the employee may demand that it be refrained from such violation, or that the consequences of such violation be eliminated and the employee be granted reasonable satisfaction, or as the case may be, that the employee be financially compensated for their non-proprietary loss.

#### **Article 7 Appointments**

1. Appointments into office are governed by the relevant provisions of the Higher Education Act and the Labour Code.
2. An employee who was appointed into office may be removed from office, or he or she may also resign from office by giving written notice.
3. In compliance with the Higher Education Act, or with the Labour Code, appointments into office may be for a fixed term or for an indefinite term.

#### **Article 8 Business Travel**

1. The Employer may send an employee on a business trip solely on condition that this has been agreed with the employee.

2. An agreement to send an employee on a business trip must be concluded in writing.
3. Further obligations related to an employee's business trip are defined in the Rector's Order.
4. The rights and entitlements of an employee sent on a domestic or international business trip are determined in the relevant provisions of the Labour Code and the Rector's Order, and will be provided in compliance with these.

### **Article 9 Mass Layoffs**

1. If within a period of 30 calendar days, the Employer terminates the employment of at least 30 employees by giving a notice under S 52 a) through to c) of the Labour Code, the Employer is obliged to meet the obligations set out in S 62 of the Labour Code. The same obligations must be met by the Employer if the Employer terminates employment of at least 5 employees and at the same time, employment of at least another 25 employees is terminated by agreement (by mutual consent) for the same reasons.
2. The Employer is obliged to provide the necessary information and documents to the Trade Union Organisation with sufficient advance notice, and to discuss the contemplated measures with the Trade Union Organisation, as well as to keep the Labour Office informed in writing about the Employer's negotiations with the Trade Union Organisation and the results of these negotiations.

### **Article 10 Employee's Personal File**

1. The Employer is authorised to keep an employee's personal file. The personal file contains documents that are necessary for the performance of an employee's work within their employment or within their industrial relation based on a contract to perform work which does not constitute employment, as well as documents which the Employer has a duty to keep on the basis of legislative rules.
2. The employee may inspect their personal file, make extracts thereof and obtain copies of the documents on file, and to do so at the Employer's expense.

### **Article 11 Employment Verification Letter and Employer's Reference**

1. Upon termination of an employment contract, or any of the types of contract to perform work, the Employer is obliged to issue an employment verification letter and personally hand over such letter to the employee; if it is not possible to hand over the letter personally, the Employer then proceeds in compliance with procedures stipulated by law. The following information is to be stated by the Employer in the letter:
  - a) information about the employment, the type of the industrial relation, and the length of the employment;
  - b) type of work performed;
  - c) qualifications attained;
  - d) actual period of time spent working and further facts with significance for reaching the maximum admissible exposure limit;
  - e) whether money is deducted from the employee's wages due to an attachment of earnings order, for whose benefit it is deducted, what the amount of the debt due to which the deductions are to continue is, how much has been deducted so far, and what the debt priority rules are for the deductions;
  - f) data on qualifying period of employment in categories I and II for the period prior to 1 January 1993 for the purposes of the state program of old-age pension insurance;
  - g) at the request of the employee, the Employer is obliged to state the following information in a separate document: the data on average income, information whether the Employer terminated the employment, or the contract to perform work, due to an especially gross

breach of duties stipulated by legislative rules related to the employee's work, or due to an especially gross breach of another kind of the employee's duties under S 301a, and further facts and information with significance for the employee's entitlement to unemployment benefits.

2. Upon request, the Employer is obliged to issue an employer's reference for an employee within 15 days from submission of the request, however, at the earliest, the employer's reference may be issued within the period of two months prior to the termination of employment. The reference may not contain other information than an assessment of the employee's work, description of their qualifications and skills and further facts closely related to performance of the employee's work.

## **Article 12 Severance Pay**

1. If employment is terminated by notice given by the Employer due to Employer's organisational reasons under S 52 a) through to c) of the Labour Code, the employee is entitled to severance pay in accordance with the provisions of the Labour Code.
2. If employment is terminated due to reasons set out in S 52 a) through to c) of the Labour Code, the employee is entitled to severance pay over and above the severance pay under the Labour Code, namely in the amount of one times the employee's average monthly earnings if their employment is terminated by agreement and by the end of the first month following the month in which the termination notice was given.
3. If employment is terminated due to reasons set out in S 52 a) through to c) of the Labour Code, the employee is entitled to severance pay over and above the severance pay under the Labour Code, namely in the amount of two times the employee's average monthly earnings if his or her employment is terminated by agreement and by the end of the calendar month in which the termination notice was given.
4. If employment is terminated by notice given by the Employer, or by agreement, due to reasons set out in S 52 d) of the Labour Code (in the event of an accident at work, occupational disease, being at risk of developing an occupational disease or reaching the maximum admissible exposure limit), the employee is entitled to severance pay in the amount of twelve times the employee's average monthly earnings.
5. An employee is not entitled to severance pay if their employment was terminated due to the fact that he or she cannot continue working in their existing position due to an accident at work or occupational disease as verified by a medical doctor's opinion issued by a provider of occupational medicine services, or by a decision of a relevant administrative body which has reviewed the medical doctor's opinion, but the Employer has been fully released from liability for such accident or disease under S 270 (1) of the Labour Code.

## **Article 13 Personal Qualifications**

1. The Employer agrees to enable employees' development and extension of their qualifications for performance of the work agreed in their employment contracts on a permanent basis, in compliance with the Employer's needs, whilst complying with the rules stipulated in S 230 and the following sections of the Labour Code.
2. The Employer will proceed in compliance with SS 234 and 235 of the Labour Code when entering into an agreement on the extension or development of qualifications on the part of an employee.

## **Article 14 Working Hours, On-call Duty**

1. The weekly working hours for all OU employees are 40 hours for one shift operations, 38.75 hours for two shift operations and 37.5 hours for non-stop operations, with the exception of

employees with shorter working hours agreed. The scheduling of working hours and flexible working hours arrangements must comply with the provisions of SS 81 and 84 of the Labour Code. Further terms and conditions are laid down in the relevant Rector's orders.

2. Heads of the individual workplaces determine the beginning and the end of working hours at workplaces working in two shift and non-stop modes, including shift scheduling, and among others, they also take into account the requirements of users of university buildings.
3. Flexible working hours arrangements are used at the individual OU workplaces, taking into consideration the specific conditions at the educational and the operational workplaces. More detailed conditions applying to the scheduling of working hours are laid down in the Rector's Order.
4. Working hours which are shorter than the weekly working hours specified above may be agreed between the Employer and an employee in the employment contract due to operational reasons, health considerations or other serious personal circumstances.
5. The Employer agrees to preferentially agree shorter working hours with employees who have reached the age of 50, and this is to apply in cases when the Employer could otherwise terminate their employment contracts by notice or by agreement due to operational reasons, provided that serious operational circumstances do not preclude such arrangement.
6. The Employer is obliged to provide an employee with a break for refreshment and rest no later than after six hours of uninterrupted work, with the break lasting at least 30 minutes which are not calculated into the employee's working hours. Breaks for refreshment and rest are not provided at the beginning or at the end of the employee's working hours.
7. Employees whose working hours do not exceed six hours per day are not provided with a break.
8. The Employer may only require that an employee is available for on-call duty if this was agreed in writing with the employee. Employees are entitled to compensation under S 140 of the Labour Code for the period of time spent on on-call duty, and to wages for their work performed during on-call duty. If work performed during on-call duty exceeds the quotas of weekly working hours specified above, these extra hours of work are overtime hours.
9. An employee who for the period of at least 26 consecutive weeks regularly (at least once a week) spends at least 3 hours of their work shift working between 10:00 p.m. and 6:00 a.m. during a period of 24 consecutive hours is a night worker.
10. Employees are obliged to use the form "Statement of Hours Worked" to register their regular hours worked, and the hours of overtime, on-call duty and night work. Accuracy of the data provided in the statement is confirmed by the employee's signature and the statement is handed over to the head of the workplace at the end of each calendar month. The Employer is obliged to make it possible for an employee to inspect the Employer's records on hours worked by the employee for comparison.

#### **Article 15 Overtime Work**

1. Overtime work can only be ordered by the Employer if this is justified by serious operational reasons.
2. Overtime work ordered by the Employer must not exceed the average of eight hours per week per employee, and the total of 150 hours per calendar year. Overtime work exceeding these quotas may only be requested by the Employer on the basis of an agreement with the employee.
3. The maximum extent of overtime work per calendar year is 416 hours.
4. In the case of employees with shorter weekly working hours agreed in their employment contracts (so called part-time work arrangements), only work exceeding the quotas set for weekly working hours (i.e. 40 hours in one shift operations, 38.75 hours for two shift operations and 37.5 hours of non-stop operations) is considered to amount to overtime work.

#### **Article 16 Annual Leave**

1. Employees in non-academic positions are entitled to the basic allocation of six weeks of annual leave per calendar year.
2. Employees in academic positions are entitled to the annual leave of eight weeks per calendar year.
3. An employee who worked for the period of 52 weeks in an extent corresponding with the relevant quotas of weekly working hours falling on this 52-week period, and whose period of employment with one employer was unbroken during this period, is entitled to the annual leave per calendar year as specified in the previous paragraphs. If an employee worked shorter weekly working hours, they are entitled to annual leave corresponding to these shorter weekly working hours.
4. With effect from 1 January 2024, employees performing work on the basis of contracts to perform work which do not constitute employment are also entitled to annual leave if statutory conditions are met.
5. The main period for taking annual leave within a current calendar year is between 1 July and 31 August and between 27 December and 31 December.
6. The Employer determines the annual leave for an employee so that they can take the full length of their annual leave entitlement in one go and use up their leave allocation by the end of the calendar year in which the employee's entitlement to annual leave arises, unless impediments to work on the part of the employee or operational reasons prevent the Employer from doing so, or the employee applies for another type of arrangement in connection with taking their annual leave. If annual leave is provided to an employee in several parts, at least one of the parts must be for the uninterrupted period of no less than two weeks unless the Employer and the employee agree on a different period of leave. The Employer is obliged to inform the employee in writing of the start and end dates set by the Employer for the employee's leave and to do so with at least fourteen days advance notice, unless a shorter notice period for this is agreed with the employee. If leave is provided at the employee's request, such notice period does not apply.
7. The details applying to taking annual leave are furthermore laid down in the Rector's Order, or in Dean's orders, through which compliance with the provisions of S 217 (1) of the Labour Code is achieved.
8. If due to good reasons on the part of an employee, the employee cannot use up the full length of their annual leave allocation within the relevant calendar year and part of their annual leave entitlement is carried over to the next year based on the employee's application approved by the Employer, the employee is then obliged to use any leave they have carried over no later than by 30 June of the next year. Detailed information about the rules for carry overs, the number of days carried over and the conditions applying to the taking of unused leave due to personal reasons on the part of an employee are laid down in the Rector's Order.
9. If an employee does not use up his annual leave allocation within the year in which their entitlement to the leave arose, the Employer is obliged to set the dates of such leave so that the employee can use up their leave allocation no later than by the end of the next calendar year. If the dates for taking the leave are not set by the Employer by 30 June of the following calendar year at the latest, the employee is also entitled to determine the dates for taking such leave. The employee is obliged to notify the Employer in writing about their taking the leave, and to do so with at least fourteen days advance notice, unless a shorter notice period for this is agreed with the Employer.
10. If, due to their temporary incapacity for work or due to their maternity or parental leave, an employee does not use up their carried over leave by the end of the next calendar year, the Employer is obliged to set the dates for taking such leave after these impediments to work cease to exist.
11. Employees are entitled to payments in lieu of their unused annual leave entitlement only in case their employment is terminated.

**Article 17**  
**Sick Days**



1. The Employer shall provide time-off to an employee at the employee's request to recover from an illness in the maximum extent of 5 calendar days per calendar year.
2. Employees are entitled to financial compensation for the sick day(s) taken by them in the amount of their gross wages which they would normally receive for their work. The Employer makes the same mandatory deductions from this compensation pay as those which they would normally deduct from the employee's wages.
3. It is possible to take time off for a single day or for several consecutive days, and employees can only take them as whole days off from work.
4. Employees under probationary or notice periods are not entitled to sick days.
5. Sick days are not considered to substitute performance of work for the purposes of annual leave entitlement calculation.
6. Sick days which were not used up within a calendar year cannot be carried over to the next year, and employees are not entitled to wage compensation for any unused sick days.
7. Further rules applying to sick days are laid down in the Rector's Order.

### **Article 18**

#### **Time-off without Wage Compensation, Sabbatical Leave Time-off from Work to Care for a Close Person on a Long-term Basis**

1. The Employer shall provide time-off without wage compensation to an employee on the basis of their written application, with health insurance contributions paid for the by employee themselves, provided that operational circumstances on the part of the Employer make this arrangement possible. Such time-off can only be granted after the annual leave entitlement has been used up for the concerned calendar year unless there exist serious reasons to waive this requirement. The granting of time-off without wage compensation must not preclude the taking of annual leave in compliance with the provisions stipulated in legislative rules, this Collective Agreement, or the related Rector's or Dean's orders.
2. Employees in academic positions shall be granted paid sabbatical leave by the Employer maximised at the period of six months once every seven years unless serious circumstances related to the fulfilment of Employer's educational goals preclude granting of such leave. Employees on sabbatical leave granted under S 76 of the Higher Education Act receive their wages in compliance with the OU Internal Wage Regulation. Further rules applying to sabbatical leave are laid down in the Rector's Order.
3. The Employer shall provide time-off without wage compensation to an employee on the basis of their written application in order to make it possible for the employee to care for a close person on a long-term basis under S 39 of the Health Insurance Act, provided that operational circumstances on the part of the Employer make this arrangement possible. The Employer must allow the employee's return to their original position and workplace once provision of long-term care is terminated by the employee.

## **Part III – Social Matters**

### **Article 19**

#### **Appointed Medical Services Provider**

1. The Employer has arranged for medical services to employees in an appointed healthcare establishment whose services were contracted for these purposes by the Employer.
2. Rules applying to the obtaining and provision of preventive care by appointed provider are laid down in the Rector's Order.

### **Article 20**

#### **Meal Allowance**

1. The Employer shall provide a meal allowance to employees in compliance with legislative rules, with the allowance provided at the employee's request and in compliance with the relevant Rector's Order.
2. Provision of the meal allowance is conditional on the employee's participation in covering the costs of the meal, with the employee's participation at 45 per cent rounded up to whole Koruna.

### **Article 21** **50<sup>th</sup> Birthday Reward**

1. The Employer shall provide a 50<sup>th</sup> birthday financial reward to employees in their pay for the month in which they reach the age of fifty if all prerequisites for eligibility are met by the employee.
2. An employee is entitled to this type of reward if their employment workload as the sum of the employee's contracts with the Employer is at least 0.7 times the full workload on the day entitlement to the reward arises. The amount of this financial reward is determined depending on the length of unbroken employment with the Employer as follows:
  - CZK 5,000 if employment with the Employer has lasted for at least 10 years,
  - CZK 6,000 if employment with the Employer has lasted for at least 15 years,
  - CZK 7,000 if employment with the Employer has lasted for at least 20 years,
  - CZK 8,000 if employment with the Employer has lasted for at least 25 years,
  - CZK 10,000 if employment with the Employer has lasted for at least 30 years.

### **Article 22** **Retirement Reward**

1. The Employer shall provide a financial reward to an employee upon first termination of employment with the Employer in connection with the employee's retirement (being granted old-age pension) if all prerequisites for eligibility are met by the employee. The employee is entitled to such reward after producing a copy of the decision of the relevant public body granting old-age pension to the employee.
2. An employee is entitled to this type of reward if their workload as the sum of the employee's contracts with the Employer is at least 0.7 times the full workload on the day entitlement to the reward arises.
3. The amount of this financial reward is determined depending on the length of unbroken employment with the Employer as follows:
  - CZK 5,000 if employment with the Employer has lasted for at least 10 years,
  - CZK 6,000 if employment with the Employer has lasted for at least 15 years,
  - CZK 7,000 if employment with the Employer has lasted for at least 20 years,
  - CZK 8,000 if employment with the Employer has lasted for at least 25 years,
  - CZK 10,000 if employment with the Employer has lasted for at least 30 or more years.

### **Article 23** **Service Anniversary Reward**

1. The Employer shall provide a financial reward to an employee for years of service at the anniversary of commencement of employee's employment with the Employer if the employee has been in unbroken employment with the Employer for fifteen years, and then at every five-year increment of employment with the Employer under the conditions specified herein.
2. An employee is entitled to the financial reward of CZK 5,000 if their employment workload as the sum of the employee's contracts with the Employer is at least 1.0 times the full workload on the day entitlement to the reward arises.

3. The amount of the reward for employees who are employed with the Employer but their employment workload is lower than 1.0 times the full workload will be reduced in proportion to their workload.

#### **Article 24 General Provisions on Rewards**

1. Personnel officers of the relevant workplace are responsible for submitting applications for an employee's 50<sup>th</sup> birthday, retirement and service anniversary rewards.
2. The amounts of rewards specified herein are before taxes and deductions.
3. The Employer may decide to pay out a special bonus to an employee also in connection with other extraordinary circumstances to do with the operational matters of the university, such as fire prevention or prevention of other natural disaster events, cleaning up the wreckage or elimination of natural disaster consequences, or in cases of an employee's intervention in a situation when lives, health or the Employer's assets are at risk, as well as in other circumstances described in the OU Internal Wage Regulation.
4. Employment which from the viewpoint of health insurance was in fact interrupted, if such interruption did not last for more than five calendar days inclusive (typically a weekend and the preceding or following public holiday – Easter, New Year's Day, and the like) is also considered to amount to unbroken employment.
5. The days of interruption described in Para 4 herein count towards calculation of the length of employment for the purposes of meeting the requirements for granting the rewards under Para 1 herein.
6. Further requirements applying to the granting of rewards are set out in the text of the OU Internal Wage Regulation, as amended.

#### **Article 25 Further Benefits**

1. Further benefits are provided by the Employer to employees as follows:
  - use of university library services free of charge;
  - employee discounts on selected goods in the university bookshop;
  - the Employer will support employees' sports activities in a way determined by the Employer;
  - the Employer will support language instruction for employees on condition that a subsidy programme exists from which language courses will be funded by the Employer;
  - the Employer will arrange for an employee incentives programme with a selected banking institution which will offer more advantageous conditions for selected products of this institution on condition that the package brings advantages to employees (the advantages package may change with time);
  - the Employer will offer employees the possibility to attend selected concerts organised by the Faculty of Fine Arts and Music of the University of Ostrava free of charge;
2. The particular conditions applying to the individual benefits will be determined by the Employer.

### **Part IV – Health and Safety at Work**

#### **Article 26 Management of Health and Safety at Work**

1. The Employer is obliged to protect the health and safety of employees at work taking into account the hazards to employees' lives and health that exist while they perform their work. The Employer is required to comply with the duties stipulated in S 103 of the Labour Code which regulate protection of health and safety at work ("HSW").

2. The Employer is obliged to create a safe work environment and appropriate conditions which do not pose a risk to employees' health and safety by suitable organisation of HSW measures and by implementing measures to eliminate or mitigate risks.
3. The system of HSW management at the University of Ostrava is regulated by the Rector's Order.
4. The Employer's duties in the area of risk prevention are governed by SS 101 and 102 of the Labour Code.
5. The Employer is obliged to arrange for risk prevention by engaging one or more certified HSW professionals. The cooperation between the Employer and the certified professional in the area of risk prevention, and the professional competence required of the professional(s), are governed by SS 9 and 10 of Act no. 309/2006 Sb., On additional HSW Conditions Required, as amended.
6. The Employer is obliged to provide personal protective equipment to employees if risks cannot be fully eliminated or sufficiently mitigated by means of collective protection or through steps to do with HSW organisation. Provision and use of personal protective equipment, workwear and work boots, detergents, cleaning agents and disinfectants as well as statutory drinks are regulated by S 104 of the Labour Code.
7. Employees are entitled to participate in the resolution of HSW issues via the Trade Union Organisation. Employees' participation in the resolution of these issues is governed by the Labour Code. The Trade Union Organisation may submit motions with the Employer specifying solutions proposed by the organisation in the area of HSW, and the Employer is obliged to inform the Trade Union Organisation forthwith about the solution and the procedures adopted to deal with the issue.
8. If there is an occupational accident, the concerned Employer is obliged to clarify the cause and circumstances of the accident in the presence of the concerned employee, if their health condition makes that possible, and furthermore in the presence witnesses and representatives of the Trade Union Organisation. The employer is obliged not to make any changes at the scene of the accident without a serious reason until the cause and circumstances of the accident are clarified. The Employer's duties related to occupational accidents and occupational diseases are governed by S 105 of the Labour Code.
9. The Employer is obliged to ensure that the spatial and structural arrangement of Employer's workplaces and their equipment create suitable working conditions for employees which from the point of view safety, sanitation and HSW policies meet the safety requirements and sanitation standards for work environment and workplaces.
10. Technical equipment which poses increased risk to the life or health of employees may only be operated by employees possessing the necessary health clearance and special competence certificates. Likewise, only employees possessing the necessary clearance and certificates may perform activities entailing an increased risk to the life or health of employees.
11. If risk factors exist in the Employer's workplaces, the Employer is obliged to conduct measurements and check the relevant values so that any hazardous substances are eliminated or reduced to the lowest reasonably attainable level, and to follow the procedures stipulated in special legislative rules applying to detection and assessment of hazardous substances and implementation of measures aimed at adherence to workplace exposure limits.
12. The Employer is obliged to organise work and to design and carry out work-related procedures in a manner which ensures adherence to the principles of safe conduct at workplaces.
13. The Rector's Order designates employees in management positions at whose order an employee is obliged to undergo testing for alcohol or other addictive substances.
14. The Employer determines in the OU Internal Wage Regulation which workplaces are those in which working conditions warrant the payment of a special bonus to employees for working under unsafe or unhealthy conditions, in accordance with the provisions set out in the Government Regulation implementing the Labour Code. The bonus for working in unsafe or unhealthy conditions amounts to at least 10 per cent of the basic rate of minimum wage.
15. The Employer is obliged to offer safe storage of outerwear and personal items which employees usually bring to office.
16. The Employer is obliged to provide adequate means of protection, disinfectants, anti-bacterial detergents and personal protective equipment (face masks, respirators, shields) to employees in

more extensive contact with the public, students and other employees at a time when use of such means is required by competent bodies.

17. The employer is obliged to create suitable working conditions for employees and provide them with suitable technical means so that it is possible for employees to comply with the rules, regulations and laws applying to personal data protection and information safety when handling data and working with information systems and technologies.

## **Part V – Remuneration and Budget**

### **Article 27**

#### **Remuneration of Employees**

1. Remuneration of employees is governed by the relevant provisions of the Labour Code as amended, and the OU Internal Wage Regulation issued in compliance with the provisions of the Higher Education Act.
2. The Employer agrees to classify employees into the relevant pay bands in compliance with the above rules and regulations, i.e. according to the actual type of work performed by the employee.
3. The Employer is obliged to produce to an employee the documents on the basis of which classification into the relevant pay band was conducted, and inform them of the conditions applying to payment of wages and the content of the OU Internal Wage Regulation.
4. Information about remuneration is considered confidential.
5. The conditions for the award of additional wage components are laid down in the OU Internal Wage Regulation by the Employer.
6. The Employer is obliged to discuss the OU Internal Wage Regulation with the Trade Union Organisation prior to its approval.
7. The Internal Wage Regulation is freely accessible to employees on the OU website.
8. At the request of an employee, a representative of the Trade Union Organisation may take part in the negotiation of that employee's wage entitlements.
9. The Employer is obliged to discuss the possible updating of the OU Internal Wage Regulation on the basis of a written application by the Trade Union Organisation addressed to the OU Rector.

### **Article 28**

#### **Payment of Wages / Remuneration**

1. Monthly wages of employees who have agreed cashless payment of their wages with the Employer in their written employment contracts, or who have asked the Employer to pay their wages in the form of cashless payment, are paid to the employee's account held with their banking institution.
2. An employee is obliged to inform the Employer's payroll department of the account number or a change to the account number no later than three days prior to the end of the calendar month for which the wage is to be paid.
3. If, within the same time limit, the employee informs the Employer that they request payment of their wage in cash, the Employer agrees to pay their wage in this way, and will do so at a date and place determined by the Employer.
4. If an employee performs work on the basis of a contract to perform work which does not constitute employment, their wages or remuneration will be paid by cashless payment to the employee's bank account which they are obliged to designate when entering into the contract; this does not apply to foreign nationals.
5. Wages for work performed by an employee, or remuneration for work performed on the basis of a contract to perform work which does not constitute employment, are paid no later than on or before the 15<sup>th</sup> day of a month following the month in which entitlement to the

wage/component of the wage/remuneration arose. If one-off payment of remuneration for work performed on the basis of a contract to perform work which does not constitute employment is agreed, i.e. payment after completion of the whole assignment and handing over of the work is agreed, the Employer will pay this remuneration on the earliest pay date after completion and handing over of the work.

6. Upon termination of employment, the wage is paid no later than on or before the earliest regular pay date after the date of employment termination.

### **Article 29 OU Budget**

1. The Employer shall present an itemised budget for the relevant year within one month of its approval by the OU Board of Trustees, and shall do so also in the following years.
2. In case there is additional extraordinary income to the budget and these extraordinary funds are to be used for wages and remuneration during the current year and the following year, the Employer shall inform the Trade Union Organisation about the way in which such income will be used.
3. The Employer agrees to invite representatives of the Trade Union Organisation to the final debate over the OU budget which takes place at the Rector's Collegium.

## **Part VI – Conditions for Performance of Trade Union Activities**

### **Article 30 Mutual Cooperation**

1. The Trade Union Organisation may use one meeting room equipped with the necessary technical means for the performance of its activities free of charge, as needed, based on previous agreement with the Employer.
2. The Employer shall make it possible for committee members of the Trade Union Organisation to undertake their activities and will do so in a manner which does not interfere with operation of the concerned workplace.
3. The Employer shall provide time-off with wage compensation in the necessary extent to employees performing trade union activities in the following particular cases:
  - a) participation in meetings, at conferences and in training organised by the Higher Education Trade Union;
  - b) in extraordinary circumstances agreed in advance by the parties;
  - c) participation in the election of trade union representatives of employees during working hours, if the election cannot take place on the Employer's premises due to operational reasons, it may also take place off-site;
  - d) participation in negotiations with the Employer concerning matters to do with industrial relations (time-off is provided to the chairperson of the Trade Union Organisation or their deputy (vice-chairperson), or a committee member authorised by the chairperson or vice-chairperson).
4. Committee members of the Trade Union Organisation enjoy enhanced protection with regard to termination of their employment.
5. The Employer shall make monthly deduction of union subscriptions from the wages of Trade Union Organisation members free of charge, transfer these to the bank account of the Trade Union Organisation free of charge, and maintain monthly overviews of union subscriptions paid. Deductions may only be made after an employee's written consent is sent to the OU payroll department.
6. Schedule no. 1 to this CA contains a list of members of the Trade Union Organisation committee which will be updated by the Trade Union Organisation as necessary, and posted on the OU

website. Any changes in the composition of the committee shall be duly and timely communicated to the Employer.

7.

## **Part VII – Final Provisions**

### **Article 31 Joint Covenants**

1. This CA is binding for both of the parties to the agreement and their possible legal successors.
2. The CA is governed by the relevant provisions of the Labour Code as amended, and related rules and regulations.
3. This CA is concluded for the period until 31 December 2026 and it cancels and replaces the provisions of the previous collective agreements.
4. Both of the parties are obliged to inform employees about this agreement within 15 days of entering into / signing this CA and any possible addenda to it, in compliance with their duties stipulated in the Labour Code.
5. Any changes to the text of the CA may only be made in writing, in the form of numbered addenda.
6. The parties agree to start negotiations about an addendum to the CA as soon as the Employer's Budget for 2024 is known, i.e. as soon as it is approved by the Academic Senate of the University of Ostrava.
7. This Collective Agreement and its addenda are available to employees on the OU website.
8. Public scrutiny of performance of this agreement will take place at the conference of the Trade Union Organisation with participation of the Employer's representatives.
9. This CA comes into effect on 1 January 2024.
10. This CA becomes valid on the date it is signed by the last party to the CA.

In Ostrava, dated 12th December 2023

Petr Kopecký, OU Rector .....

Rastislav Maďar, Dean of Faculty of Medicine .....

Robert Antonín, Dean of Faculty of Arts .....

Alice Gojová, Dean of Faculty of Social Studies .....

Zuzana Václavíková, Dean of Faculty of Science .....

Daniel Jandačka, Dean of Faculty of Education .....

Michal Kalhous, Dean of Faculty of Fine Arts & Music .....

Ilona Plevová, Chairperson of the Basic Trade Union Organisation of  
OU associated in The Higher Education Trade Union .....



## **Schedule no. 1 – List of Current Members of the Basic Trade Union Organisation of OU associated in The Higher Education Trade Union**

Ilona Plevová  
Chairperson  
Representing Faculty of Medicine

Robert Koniuch  
Vice-chairperson, auditor of financial management  
Representing Faculty of Social Studies

Marketa Babičová  
Financial manager

Rostislav Černý  
Responsible for work with children and the area of legislation  
Representing Faculty of Arts

Pavla Faksová  
Responsible for safety at work, executive of the union  
Representing University Library

David Kožušník  
Responsible for work with old-age pensioners  
Representing Faculty of Science, Institute for Research and Applications of Fuzzy Modelling

Hana Kuchtová  
Coordinator, executive of the union  
Representing Faculty of Fine Arts & Music

Pavla Lokajová  
Website, portal and email administration, responsible for the area of legislation  
Representing Information Technology Centre

Radim Šigut  
Financial manager  
Representing Rector's Office

Lenka Vašková  
Responsible for the area of Culture  
Representing Faculty of Education