

University of Chemistry and Technology, Prague

The English translation of the

COLLECTIVE AGREEMENT

FOR THE PERIOD 2018 – 2021

As of June 1, 2020 - updated FULL TEXT with Amendment No.1 a No. 2

Please note that this translation does not substitute the de jure binding Agreement in Czech („Kolektivní smlouva“). If there are any doubts, the Czech version is decisive.

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University of Chemistry and Technology, Prague
with registered office at: Technická 5, 166 28 Praha 6 – Dejvice
represented by: Karel Melzoch, Rector
identification code: 60461373
hereinafter the “Employer” or “UCT Prague”

and

University Trade Unions
Basic organisation of union 2200/2, University of Chemistry and Technology, Prague
with registered office at: Technická 5, 166 28 Praha 6 – Dejvice
represented by: Josef Janků, Chair
Identification code: 71236503
hereinafter the “Union”
each individually hereinafter the “Party”; jointly hereinafter the “Parties”;

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Attachments:

- No. 1 Internal salary regulation of the University of Chemistry and Technology, Prague
- No. 2 Valid salary grades and salary rates at UCT Prague
- No. 3 Premium for management, representation and function; individual personal premium for managers under Article 8, paragraph 3 of the internal salary regulation
- No. 4 Premium for risk, premium for overtime work, premium for work on public holidays, premium for work on Saturday and Sunday, premium for night work and premium for standby
- No. 5 Positions at UCT Prague

Article 1 Subject matter of the agreement

- (1) The Collective Agreement governs, in compliance with the valid legal regulations of the Czech Republic, individual and collective relationships, namely in the area of employment legal relations (working, salary and social conditions, work safety and hygiene), with the aim to create and maintain mutually satisfactory relations between the Employer and the Union representing all employees within the scope given by the valid legal regulations of the Czech Republic.
- (2) The Rector of UCT Prague, representing the Employer, may delegate the performance of certain obligations, resulting for the Employer from the CA, to his/her subordinates. The Rector shall inform the Head of the Union of such fact in writing no later than as at the day of their delegation.

Article 2 Rights and obligations of the Parties

- (1) The Parties shall not limit and discriminate any employee because of the employee's race, colour, language, gender, social background, age, religion, political or other opinions, political affiliation, activity in trade unions, affiliation to national or ethnical group or other position. The performance of rights and obligations resulting from employment relations shall comply with the rules of decency and coexistence of citizens; nobody shall abuse such rights to the detriment of the other Party, employment relations or other employees.
- (2) The right of co-deciding. Co-deciding shall mean such mutual relation between the Union and the Employer in which the performance of certain act or adoption of other measure by the Employer requires a written consent by the Union. The Union has the right to co-decide in the following cases:
 - a) defining the principles of using funds for the operation of training and recreational establishments (hereinafter "TRE"),
 - b) defining the principles of using funds allocated to regeneration of mental and physical powers of employees,
 - c) preparation of the internal document "Rules of Work of UCT Prague" ("Pracovní řád VŠCHT Praha" and its amendments,
 - d) defining the date and place of salary payment,
 - e) enrolment of employees in recreation and defining the fees for the Employer's TRE,
 - f) in case of a member of the Union organisation who works with the Employer, during his/her term and 1 year thereafter, the Employer shall request the Union organisation's consent prior to termination or immediate cancellation of the employment relation of such member. If the Union organisation does not refuse to give their consent within 15 days from the day when such consent is requested by the Employer, the prior consent is deemed to be granted.
- (3) Right of discussion. In compliance with Section 280 of the Act No. 262/2006 Coll., the Labour Code, as amended (hereinafter "Labour Code"), the Union and the persons authorised by the Union have

the right to be consulted by the Employer before a final decision is made namely with regard to the following:

- a) termination notice given by the Employer or immediate cancellation of employment,
 - b) probable economic development at the Employer,
 - c) envisaged structural changes at the Employer, his rationalisation or organisational measures, measure affecting employment, especially measures in connection with mass dismissal of employees under Section 62 of the Labour Code,
 - d) latest number and structure of employees, probable development of employment at the Employer, fundamental issues regarding working conditions and their change,
 - e) transfer under Sections 338 through 342 of the Labour Code,
 - f) security and health protection at work in the scope defined in Sections 101 through 106 paragraph 1 of the Labour Code and Section 108 of the Labour Code and by a special act,
 - g) issues within the scope set forth by the agreement on establishment of the European Works Council or based on other agreed procedure for information and discussion at international level or within the scope set forth in Section 297 paragraph 5 of the Labour Code.
- (4) Right of information. Under Section 279 of the Labour Code, the Employer shall inform the Union about the following:
- a) economic and financial situation of the Employer and its probable development,
 - b) Employer's activity, its probable development, its impact on the environment, and ecological measures,
 - c) Employer's legal position and its changes, internal structure and the person authorised to act on behalf of the Employer in employment relations, the Employer's prevailing activity marked by the Classification of Economic Activity code, as well as any changes made to the scope of activities of the Employer,
 - d) fundamental issues of working conditions and their changes,
 - e) issues to the extent as provided in Section 280 of the Labour Code,
 - f) measures by which the Employer ensures equal treatment of male and female employees and prevents discrimination,
 - g) offer of vacancies with unlimited contract suitable for employees currently working at the Employer under a time limited contract,
 - h) work safety and health protection at work to the extent as provided in Sections 101 through 106 paragraph 1 and Section 108 of the Labour Code and by special act,
 - i) other issues stated in the currently effective wording of the Labour Code.
- (5) Right of inspection. The right of inspection means that the Employer shall provide all necessary documents for the execution of the right of inspection to the extent as provided in the currently

effective wording of the Labour Code while respecting the valid legal regulations regarding personal data protection and the Act No. 89/2012 Coll., the Civil Code, as amended. The Employer shall discuss with the Union the measures resulting from the inspections. The Union have the right of inspection in the following cases:

- a) in the area of compliance with employment regulations and obligations resulting from the Collective Agreement,
- b) in the area of work safety and health protection at work.

(6) The Employer undertakes to:

- a) respect the authority of the Union resulting from the valid legal regulations and the agreements of the International Labour Organization (hereinafter the “ILO”) signed by the Czech Republic,
- b) actively work on removal of any interpretation disputes between the Parties in interpretation of the individual provisions of the Labour Code, the Act on Personal Data Protection, regulations regarding work safety, the Higher Education Act, the Employers internal regulations, internal standards and internal directives,
- c) assign in its budget funds for regeneration of mental and physical power of the employees of UCT Prague,
- d) inform new employees, at the start of their employment, about the activity of the Union,
- e) release (if such release does not interfere with the operation of the workplace) the Chairs of Commissions and members of the School Committee of the Union through the respective heads of workplaces so that such employees can perform their activities in the Union to the necessary extent, namely to enable their participation in Union conferences, congresses and the performance of inspection under the Labour Code,
- f) cover the costs in connection with collective bargaining,
- g) provide a furnished room for the necessary operation activities of the Union, to pay reasonable costs of such room regarding power, connection services and cleaning; if possible, to provide free of charge adequate premises of the Employer for meetings, courses and other not-for-profit activities of the Union,
- h) ensure regular monthly deductions from salary covering the monthly member fees of employees
 - Union members at the approved amount provided the employees agree with that; such deduction will be performed via the Personnel Department of the Employer,
- i) transfer, free of charge, such membership fees to the Union’s bank account and deliver a list of payers of the fees to the Union on a monthly basis,
- j) enable to perform exchange recreations with partners of the Union in TRE under the same conditions as those applicable to employees,
- k) enable placement of the Union’s information boards and placement of the Union’s materials at the Employer’s workplaces,
- l) respond without unnecessary delays to the Union’s comments,

m) ensure the final graphical layout and, upon its approval by both Parties, the print of this CA including its attachments and amendments, if any.

(7) The Union undertakes to:

- a) respect the Employer's intentions aiming at the development of pedagogical and creative activity and work discipline unless the realisation of such intentions is contrary to the generally binding legal regulations and this CA,
- b) discuss with the Employer upon a written request of an employee feeling discriminated or restricted in his/her rights by the Employer,
- c) ensure by using its funds a free legal consultancy for employees,
- d) keep confidential all facts the member of committee learns during the performance of his/her function; such obligation shall last for one year after termination of his/her function,
- e) check and point out to the Employer namely the following:
 - a) conditions for work safety and health protection at work,
 - b) work and social conditions,
 - c) compliance with employment and salary rights of employees,
- f) organize the Union's activity so that it does not interfere with the work at the workplace.

Article 3

Origination, changes and termination of employment

- (1) Each employee shall receive a written employment contract and a salary schedule stating the salary grade assigned to him/her, the salary rate and, if applicable, salary increases (extra pay for risk, management, temporary management instead of other employee, performing of function), or individual salary contract, signed by the Rector, the Dean of the respective faculty, or the Director of Technopark Kralupy in case of employees of Technopark Kralupy. The job description for the employee is defined by his/her immediate superior. In case of any change to the agreed or determined conditions, the employee shall receive the respective change agreement or the new employment documents in writing.
- (2) When filling in vacancies (except for jobs requiring a selection process in compliance with the respective rules of selection processes) such vacancies shall be offered first internally to existing employees unless this is not viable owing to operation conditions. If the vacancy is not filled with an existing employee, the offer will be expanded to external candidates.
- (3) The period of termination notice by employee and the Employer shall be at least two months.
- (4) The Employer shall submit and discuss with the Union lists of employees and job positions where a change or elimination of job positions will be applied, at least one month prior to implementation of the organisational change, including terminations of employment because of organisational changes, if applicable.

- (5) In case of employment termination notices by the Employer for the reasons defined in Section 52, letters a) through d) of the Labour Code, the Employer shall take into account the individual situations of the employees involved.

Article 4

Working hours, vacation, time off and obstacles to work

- (1) The length of the weekly working hours shall be in one-shift work regime 40 hours a week. At workplaces with two-shift work regime the working hours shall be 38.75 hours a week, or in case of a three-shift or 24/7 work regime the working hours shall be 37.5 hours a week.
- (2) With regard to specific needs of the individual workplaces of the Employer and the nature of the work of the employees the respective manager may decide on application of a fixed or, upon agreement with the employee, flexible working hours, or on other individual modification. The Employer may agree with the employee, with regard to the provision of the preceding sentence, on performance of work at other agreed place.
- (3) The settlement period, during which overtime work shall not exceed on average 8 hours a week, shall be 52 consecutive weeks.
- (4) The holiday of non-academic employees shall be 6 weeks in a calendar year.
- (5) under Section 211 of the Labour Code, holidays shall be assigned by the Employer to the employee in such way that the employee takes all holiday in the calendar year in which the right to holiday originated, unless there are work obstacles on the employee's side or urgent operational reasons that do not allow the Employer to grant the holiday.

Article 5

Salaries

- (1) Employees are remunerated for their work by salary; the internal document “Internal Salary Regulation of UCT Prague” (hereinafter “ISR”), approved by the Union and the Academic Senate of UCT Prague, and registered by the Ministry of Education, Youth and Sports of the Czech Republic (hereinafter the “Ministry”), which forms Attachment No. 1 to the CA, contains binding specific rules and conditions of remuneration.
- (2) For implementation of the ISR, this CA has the following attachments:
- a) Attachment 2 – Valid salary grades and salary rates at UCT Prague,
 - b) Attachment 3 – Premium for management, representation and function; individual personal premium for managers under Article 8, paragraph 3 of ISR ,
 - c) Attachment 4 – Premium for risk, premium for overtime work, premium for work on public holidays, premium for work on Saturday and Sunday, premium for night work and premium for standby,

d) Attachment 5 – Positions at UCT Prague.

- (3) The Employer and the Union shall discuss salaries as needed, however at least twice a year.
- (4) If the total operating (non-investment) funds provided by the Ministry to the Employer are increased for the respective fiscal year, the Employer's management will start negotiations with the Union regarding a proposal to increase the total personal costs in the Employer's budget as well as the proposal to increase salary rates and other parts of salaries.
- (5) Any change to the rules of remuneration of the Employer's employees shall be discussed with the Union well in advance.
- (6) The regular pay day is every 9th day of the month following the calendar month for which the salary is paid. If such day falls on a Saturday, Sunday or public holiday, the pay day shall be the closest following working day. For employees who have requested the Employer to transfer their salaries to their accounts, the salary shall be transferred in such way so that it is credited to the account no later than on the pay day.
- (7) If an employee/group of employees is involved in a project whose provider in the conditions of the use of personal cost sets forth applicability of personal costs in the form of expenses from a bank account as at the last day of the month, the Rector may decide for such employee / group of employees to define an extraordinary pay day. Such date shall be defined by the Rector with regard to fulfilment of the conditions for using such grant.
- (8) Extraordinary advanced partial payments of salaries are allowed only in extraordinary cases based on the employee's written request and no more than once per year quarter for the respective employee.
- (9) The Employer shall make sure the personal costs are used in full and shall seek other sources and reserves for increase of personal costs. The rules for managing personal costs at UCT Prague are given by the respective internal document of UCT Prague.
- (10) For the purpose of defining average salary, the paid out amounts are divided in:
 - a) salary components that are not provided for a period longer than a calendar quarter:
 - ☐ salary rate,
 - ☐ premium for risk,
 - ☐ premium for management, representation and function,
 - ☐ personal premium,
 - ☐ premium for overtime work,
 - ☐ premium for work on holiday,
 - ☐ premium for night work,
 - ☐ premium for work on Saturday and Sunday,
 - ☐ premium for economy management of a unit,
 - ☐ extraordinary bonuses.
 - b) salary components that are provided for a period of time longer than a calendar quarter (depending on the period for which the bonus or premium is granted, usually a year):
 - ☐ regular bonuses,
 - ☐ bonuses for work in projects or project support,
 - ☐ other bonuses,

- premium for work in a project.

(11) For establishing a probable salary, the following salary components are used:

- salary rate,
- premium for risk,
- premium for management, representation and function,
- personal premium,
- premium for economy management of a unit.

Article 6

Other rights of employees

(1) The Employer appreciates the work results and merits of the employees by and extraordinary bonus at:

a) the occasion of reaching the age of 50 and 60 years, depending on the length of continuous employment with the Employer within the following ranges:

- from CZK 1 000,- to 2 500,- (from 5 to 9 years),
- from CZK 2 000,- to 4 000,- (10 to 14 years),
- from CZK 3 000,- to 5 500,- (15 to 19 years),
- from CZK 4 000,- to 7 000,- (20 to 24 years),
- from CZK 5 000,- to 8 500,- (25 and more years),

b) the termination of employment due to retirement in case of old-age pension/full invalidity pension; the amount depends on the length of continuous employment with the Employer:

- from CZK 2 000,- to 4 000,- (from 5 to 9 years),
- from CZK 3 000,- to 6 000,- (10 to 14 years),
- from CZK 4 000,- to 8 000,- (15 to 19 years),
- from CZK 5 000,- to 10 000,- (20 and more years),
- the right to the bonus shall occur only once for each employee,

c) five-year anniversary no earlier than after 15 years of continuous employment with the Employer from CZK 1 000,- to 5 000,- with an increase by the maximum of CZK 1 500,- for each following 5 years.

(2) For the purposes of extraordinary bonuses under paragraph 1 letters a) through c), a continuous employment shall mean even a termination of the current employment immediately followed by origination of a new employment with the Employer, i.e. the following employment originates no later than on the first working day after termination of the preceding employment.

(3) If the employee has several concurrent employments with the Employer, the granting of extraordinary bonuses under paragraph 1 letters a) through c) shall apply only to one employment, such employment being the earliest one.

(4) An extraordinary bonus under paragraph 1 letters a) through c) can be granted only if the employment with the Employer has been agreed to be full time or part time representing at least 50 % of weekly working hours.

- (5) An employee whose employment is terminated by a notice given by the Employer for the reasons stated in Section 52 letters a) through c) of the Labour Code or by agreement for the same reasons shall receive from the Employer upon the termination of the employment a severance payment at the amount equal at least:
- a) his/her average salary if his/her employment with the Employer lasted less than 1 year,
 - b) double of his/her average salary if his/her employment with the Employer lasted at least 1 year and less than 2 years,
 - c) triple of his/her average salary if his/her employment with the Employer lasted at least 2 years.
- (6) For an employee whose employment was not terminated for the period of:
- at least 15 years, the severance payment is increased to four times the average salary,
 - at least 20 years, the severance payment is increased to five times the average salary,
 - at least 25 years, the severance payment is increased to six times the average salary.
- (7) An employee whose employment is terminated by a notice given by the Employer for the reasons stated in Section 52 letter d) of the Labour Code or by agreement for the same reasons shall receive from the Employer upon the termination of the employment a severance payment at the amount equal at least twelve times the average salary.
- (8) An average salary means an average gross monthly salary determined according to the Labour Code and the CA.
- (9) If the termination notice was handed in within 2 months from the effective date of transfer of rights and obligations from work relationships or effective date of execution of transfer of rights and obligations from work relationships (Section 339a of the Labour Code), or if the employment was terminated by agreement within that period, the employee may request the court to determine that the termination of employment was due to substantial deterioration of work conditions in connection with the transfer of rights and obligations from work relationships. If the employment was terminated because of the reasons stated above, the employee has the right to receive severance payment under the provisions of Section 67 paragraph 1 of the Labour Code.

Article 7

Employee benefits

- (1) The Employer will enable the employees to have meals in his own catering facilities or in the catering facilities of other contracted partners. Employees meeting the requirements under paragraph 5 shall receive a contribution by the Employer to one meal a day, which will represent 55% of the price of the meal, however no more than CZK 61.00. This maximum may be increased depending on the increase of the average annual consumer prices index published by the Czech Statistical Office. Employees who for health reasons, due to remoteness of their workplace (academic workers of the Department of Physical Education and employees of detached workplaces) or due to work in shifts can buy meals by meal tickets will receive a contribution from the Employer at the amount of maximum CZK 60.50 per meal. The conditions and details are defined in the internal document “Decree on Catering Contribution to Employees of UCT Prague” (Výnos o poskytování příspěvku na stravování zaměstnancům VŠCHT Praha).

- (2) The right to receive the catering contribution shall not apply:
- a) to employees working based on a work contract or a work activity contract,
 - b) during the time when the employee is given unpaid time off,
 - c) during the time when the employee is on a sick leave or caring of a family member,
 - d) during the time when the employee is on full-day holiday,
 - e) during the time when the employee is on a maternal or parental leave,
 - f) to employees on a business trip claiming meal expenses and to employees at a training with provided catering.
- (3) The Employee undertakes to contribute to the employee's pension schemes with state contributions (this applies to pension scheme agreements signed before 30. 11. 2012) or to supplementary pension schemes (this applies to supplementary pension scheme agreements signed on or after 1. 1. 2013). The contribution is monthly calculated with the maximum percentage of the employee's basis for social insurance and contribution to the state policy of employment, and is limited by a maximum amount. The maximum amount shall apply together and shall be:
- up to 3 %
 - up to CZK 600
- To be eligible to such contribution, the employee has to have a valid employment relationship with a minimum workload of 50% of the defined weekly working hours and the employee shall be eligible only after continuous work of one year at the Employer provided that the employee has in the respective month a basis for assessment of social insurance payments and contributions to state employment policy.
- Both conditions have to be met concurrently.
- More details are provided in the internal document “Rules for providing contribution to pension schemes with state contribution or to supplementary pension schemes” (Pravidla pro poskytování příspěvku na penzijní připojištění se státním příspěvkem nebo na doplňkové penzijní spoření), issued by the Personnel Department of the Employer upon agreement with the Union.
- (4) From the funds assigned by the Employer under Article 2 paragraph 6 letter c) of this CA, contributions are provided for the regeneration of mental and physical power of the employees of UCT Prague. The method of distribution of such contributions is decided every year by the Employer together with the Union during the preparation of the budget.
- (5) To be eligible to employee benefits (catering contribution, contribution to pension schemes or supplementary pension schemes), the employees have to be in an employment relationship with the Employer with a workload of at least 50% of the defined weekly working hours. An employee shall be eligible to contribution to pension schemes or supplementary pension schemes only after continuous work of one year at the Employer. The planned funds (contribution by UCT Prague) for employee benefits are incorporated within the budgeting process into the budget of UCT Prague.
- (6) The Employer shall enable the employees working for the Employer for at least one year and pensioners who had worked for the Employer at least for one year before retirement, as well as all

Employer's students and participants in exchange recreations with foreign partners of the school organisation of the university trade union of UCT Prague, a recreational stay in the school's recreational facilities for prices defined for the employees of UCT Prague.

- (7) The Employer shall enable, in justified cases and in case of free capacity, all employees and the pensioners who had worked for the Employer for at least one year before retirement to transport cargo for private purposes at reasonable contractual prices.
- (8) The Employer shall enable all employees and the pensioners who had worked for the Employer for at least one year before retirement to buy waste material and signed-off equipment in compliance with the generally binding legal regulations and the internal documents of UCT Prague.
- (9) Once a month, the Employer shall send to the Union account statements of the Employer regarding catering of employees, repairs, maintenance and fees related to the school's recreational facilities.
- (10) Each calendar quarter, the Employer shall send to the Union an overview of utilization of capacity of the school's recreational facilities divided in the following groups: employees and their families, pensioners, students, partners of Union, and others.

Article 8

Work safety and protection of health of employees

- (1) The care for security and protection of health of employees at work and constant improvement of working environment are the basic obligations of the Employer and are governed by the Labour Code and other respective legal regulations.
- (2) Based on justified requests, the Employer shall ensure measurement of intensity of harmful factors of the working environment; the Employer shall then inform the Union about the results of the measurement and correct the situation if necessary.
- (3) The Employer undertakes to ensure the provision of personal protective equipment (hereinafter "PPE"), washing liquids, detergents and disinfectants in compliance with generally binding regulations as amended which define technical requirements for personal protective equipment according to a prepared list of job activities and professions for the provision of PPE.
- (4) With regard to the specific nature of pedagogical, scientific and research and development activities of the Employer, employees may be paid a premium for risk, i.e. for work in a risk environment. The granting and amount of a premium for risk are proposed and approved by managers according to their powers. By granting a premium for risk, the manager undertakes to check the fulfilment of conditions for eligibility. The amount of possible premium for risk is stated in Attachment 4 of the CA. The amount of the granted premium for risk depends on the time of the daily performed work of the employee in the risk environment.

Article 9

Checking of meeting the obligations

- (1) Written complaints of employees regarding breach of obligations under this CA are usually dealt with within 30 calendar days from provable delivery to the Union.
- (2) If usual negotiation mechanism does not prevent occurrence of collective dispute, such collective dispute shall be dealt with by a procedure under Act No. 2/1991 Coll., on Collective Bargaining, as amended. The CA shall be checked every 6 months based on an initiative by any of the contractual parties.

Article 10

Final provisions

- (1) This CA represents binding arrangement of employment relationship between the Employer and the employees even at workplaces where Union is not established.
- (2) The wording of this Collective agreement was approved at the conference of Union's delegates held on June 7, 2018. This CA is made for the period till July 31, 2021. Should a new collective agreement not be in place by July 31, 2021, the validity of this CA shall be extended by two more months. Should the extended CA expire, the articles and attachments regarding the internal salary regulation and the salary rates shall remain in effect until a new CA is signed.
- (3) This CA shall come to force and effect on the day of its signing by both Parties.
- (4) The provisions of Article 3 paragraph 1 through 3 and paragraph 5, Article 4, Article 5 paragraphs 6, 7, 10 and 11, Article 6 and Article 7, paragraphs 1 through 8, shall come to effect as at August 1, 2018. Other provisions of the CA shall come to effect as at July 1, 2018.
- (5) The Union and the Employer shall inform the employees about the wording of the CA no later than within 15 days of its signing by the Parties.
- (6) Any changes and amendments to the CA shall be made exclusively in writing and upon agreement of both Parties in the form of incrementally numbered amendments. The Parties are obliged to discuss any written proposals for amendments of this CA within 15 days from their submission by any of the Parties.
- (7) The Parties undertake to start at least 60 days before expiry of this CA negotiations regarding a new collective agreement according to the respective provisions of the Act on Collective Bargaining Act.
- (8) This CA has been made in four counterparts, each of them having the force of an original, of which each Party shall receive two counterparts. The counterparts for the Union shall be kept in the Union's Office. One counterpart for the Employer shall be kept in the Rector's Office, the other counterpart shall be kept at the Personnel Department of UCT Prague.

Dated in Prague on June 11, 2018

Please note that this translation does not substitute the de jure binding Agreement in Czech („Kolektivní smlouva“). If there are any doubts, the Czech version is decisive.

For the Employer: _____

Karel MELZUCH

Rector of the University of Chemistry and Technology, Prague

For the Union: _____

Josef JANKŮ

Chair of the School organisation of the university trade union

INTERNAL SALARY REGULATION OF THE UNIVERSITY OF CHEMISTRY AND TECHNOLOGY IN PRAGUE as at March 1, 2007

The Academic Senate of the University of Chemistry and Technology, Prague, under Section 9 paragraph 1 letter b) and Section 17 paragraph 1 letter c) of the Act No. 111/1998 Coll., on Higher Education Institutions and on Changes and Amendments to Some Other Acts (the Higher Education Act), as amended, approved this Internal salary regulation of the University of Chemistry and Technology, Prague:

Article 1 Introductory provisions

- 1) The Internal salary regulation (hereinafter the “regulation”) of the University of Chemistry and Technology, Prague with registered office at Technická 5, 166 28 Praha 6 (hereinafter “UCT Prague”) regulates the rules for provision of salary, remuneration for standby and severance payment at UCT Prague.
- 2) The respective articles of this regulation implement the provisions of generally binding legal regulations for the area of remuneration, employment relationship or other related areas.
- 3) At any time, employees have the right to access this regulation published on the websites of UCT Prague.

Article 2 Applicability

- 1) This regulation applies to employees in work relationship in all units of UCT Prague except for employees whose salary has been agreed in a salary conditions agreement (hereinafter “individual salary agreement”).
- 2) At UCT Prague, an individual salary agreement may be agreed with Deans, Vice-Rectors, the Registrar and the Director of Administration of University Facilities. An individual salary agreement may be agreed also with other employees provided that they are key for UCT Prague or they perform activities which may be called backbone; in such case the proposal of an individual salary agreement is submitted to the Rector by the respective Dean, Vice-Rector, Registrar, or the individual salary agreement is proposed by the Rector him/herself if it concerns an employee of a unit reporting directly to the Rector; the Rector discusses the proposal with the Union and then submits it for approval to the Academic Senate of UCT Prague. Individual salary agreement are made by the Rector of UCT Prague.

Article 3 Fundamental provisions

- 1) UCT Prague applies monthly salaries.
- 2) The salary is provided based on complexity, responsibility and required effort, according to the working conditions, performance and results of the employee.
- 3) For the provision of salary under paragraph 2, namely the following salary components (parts of salary) are applied at UCT Prague:

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- a) salary rate (Article 5);
- b) premium for risk (Article 6);
- c) premium for management, representation or function (Article 7);
- d) personal premium (Article 8);
- e) bonuses (Article 9);
- f) premium for work in a project (Article 10).

4) The salary components stated in paragraph 3 letters a) through d) are granted in the form of a monthly amount for the defined weekly working hours.

5) If the employee has agreed shorter working hours, the monthly amount under paragraph 4 is reduced proportionally to the agreed shorter working hours.

6) If the employee has worked the planned monthly fund of working hours, the employee is entitled to the salary components under paragraph 3 letters a) through d) for the respective month at the full or proportional amount. If the employee does not work the planned monthly fund of the working hours, such salary components will be reduced by the days and hours not worked.

7) The salary components stated in paragraph 3 letters a) through c) form the monthly basic salary of the employee, after the assignment of which the employee is entitled to receive such salary components until the conditions under which they were assigned are changed or terminated.

8) Assignment of or change to the salary components under paragraph 3 letters a) through c) is notified to the employee in the form of a written salary schedule.

9) Placement of an employee in a job position and salary grade, assignment of a salary rate, as well as premium for risk, for management, representation or function, provided the employee meets the conditions for their assignment, take place no later than on the day of origination of the employment. Any changes to job position, salary grade, salary rate and working hours as well as changes (i.e. assignment, removal, increase or decrease) to the premium for risk, management, representation of function may take place only as at the first calendar day of the month, however not retrospectively.

10) Besides the salary components stated in paragraph 3 letters a) through f) UCT Prague grants, if the respective conditions have been met, the following to its employees

- a) salary or compensatory time off for overtime work (Article 11);
- b) salary or compensatory time off or compensation of salary for work on public holiday (Article 12);
- c) salary for work on Saturday or Sunday (Article 13);
- d) salary for night work (Article 14);
- e) premium for standby (Article 15);
- f) severance payment (Article 16).

11) The employee is entitled to premium for work in a project, premium for overtime work, for work on public holiday, for work on Saturday and Sunday, for night work, and premium for standby at the extent and under the conditions stated in Articles 10 through 15.

Article 4 Definition of powers

The levels of authority for application of the respective provisions of this regulation are defined in the internal directive Circulation of personnel documents or directly in the respective provisions hereof.

Article 5 Salary grades and salary rates

- 1) At UCT Prague, the academic, scientific, research and development workers as well as other employees are divided in 3 basic groups A, V, B, where each group is subdivided in grades to which the respective types of work (job positions) are assigned. An overview of the valid salary grades and the job positions assigned to them form an attachment to the valid collective agreement “Assignment of Positions at UCT Prague”.
- 2) An employee is assigned to a salary grade based on the agreed type of work in the work agreement. When agreeing the type of work (job position), namely the specific requirements for responsibility and complexity of the activities to be performed as well as fulfilment of requirements defined for the respective job position are taken into account.
- 3) As the employees are assigned to the salary grade, they are assigned the respective salary rate.

Article 6 Premium for risk

- 1) A premium for risk is part of the salary for the aspects of work related to the hardness of work conditions (risky environment). The premium for risk expresses specific requirements for performance of pedagogical, research and development activities at the workplaces of UCT Prague.
- 2) The formalities and conditions for assignment of a premium for risk are governed by the valid collective agreement.

Article 7 Premium for management, representation or function

- 1) A premium for management, representation or function is part of the salary for the aspects of work related to the responsibility for management of workplaces of UCT Prague and the complexity of such management work or for the area of activities in charge.
- 2) The premium for management is granted to managers specified in the valid collective agreement in connection with the Organisational Rules of UCT Prague. The premium for management is not assigned to managers who have an individual salary agreement or whose management activities are covered by other form of salary benefits according to the specific conditions (see Article 8 paragraph 3).
- 3) The premium for representation can be granted to employees who represent in full, in compliance with the valid Organisational Rules and based on a written authorisation, the activities of a manager under Article 7 paragraph 2 where the manager does not perform such activities and the authorisation lasts for more than 4 weeks without interruption. For the time when the employee is granted such premium for representation, the manager represented by such employee shall not receive the premium for management.

4) The premium for representation can be granted also in case of authorisation to manage a work place if a manger has not been installed under paragraph 2; such authorisation shall be valid for the necessary period, however no longer than till the time of instalment of such manager.

5) The premium for function is granted to employees whose range (functions) is provided in the valid collective agreement.

Article 8 Personal premium

1) A personal premium is a non-claimable part of the salary, expressing namely long-term evaluation of work performance and results of the employee.

2) In exceptional cases, the employee's work performance can be evaluated also in the form of a so-called individual personal premium. It is assigned namely in cases when the employee performs an agenda or its part instead of a long-term absent employee or if the employee performs in long term activities beyond the scope of his/her normal work duties.

3) The individual personal premium can be granted also to managers whose activities related to management are not evaluated in the form of premium for management, or who do not have an individual salary agreement. In such case, the proposal for granting an individual premium within the range agreed in the valid collective agreement is submitted by the Personnel Department and approved, upon consideration of the specific conditions and circumstances, by the Rector.

Article 9 Bonuses

1) A bonus is a non-claimable part of the salary, designed for evaluation of work results and performance of an employee, for evaluation of fulfilling of tasks beyond the scope of normal work duties, for evaluation of single extraordinary important tasks and also for appreciating the employee's contribution to solving extraordinary situations (namely exceptional merits in saving life, removal of consequences of natural disasters, or of damages to property of UCT Prague, etc.).

2) The bonus is granted in the respective amount based on assessment of the fact provided in paragraph 1.

3) At UCT Prague, namely the following types of bonuses are applied:

a) regular bonuses – for overall evaluation of namely long-term, usually annual work results and performance of the employee, or for appreciation of long-term fulfilment of tasks beyond the range of normal work duties;

b) bonuses for work in projects – for evaluation of long-term, usually annual results and activities of the employee related to the performance of activities directly within research, pedagogical, or other projects;

c) bonuses for project support – for evaluation of long-term, usually annual results of the employee related to support activities for research, pedagogical or other projects;

d) other bonuses - for evaluation of long-term, usually annual results and activities within supplementary economic activities, life-long learning, or other; the conditions for granting such bonuses are defined in the respective internal standards of UCT Prague;

e) extraordinary bonuses – for evaluation of single extraordinary important tasks and for appreciating the employee's contribution to solving extraordinary situations; also for evaluation of work results and merits on important birthdays or work anniversaries of the employee and on his/her first retirement to old age pension or invalidity pension provided that the granting of such bonuses has been agreed in the valid collective agreement.

Article 10

Premium for work in a project

A premium for work in a project is a part of the salary expressing evaluation of the employee's activities within the project in case such evaluation is at the same time linked to the employee's timesheet reporting his/her activities in the project in the given period.

Article 11

Salary for overtime work

- 1) For overtime work, the employee shall receive the salary components stated in Article 3 paragraph 3 letters a) through d), entitlement to which has incurred during that time (hereinafter “achieved salary”), and a premium as a percentage of the average pay agreed in the valid collective agreement and in compliance with the minimum given by the Labour Code (hereinafter “LC”).
- 2) The premium stated in paragraph 1 is not applied if compensatory time off equal to the overtime work has been agreed with the employee.
- 3) If the compensatory time off is not given to the employee within three calendar months from the overtime work or within other agreed time, the employee is eligible to the premium stated in paragraph 1.

Article 12

Salary for public holiday

- 1) For work on public holiday, the employee is entitled to the achieved salary and compensatory time off equal to the work performed during public holiday, which shall be provided no later than by the end of the third calendar month following the performance of work on public holiday, or within other agreed period of time. For the compensatory time off, the employee is eligible to salary compensation at the amount of average pay.
- 2) It is possible to agree with the employee the provision of premium to the achieved salary instead of compensatory time off at the amount agreed in the valid collective agreement and in compliance with the minimum given by the LC.
- 3) In case of an employee who did not work because the holiday was on his/her usual working day, the salary components stated in Article 3 paragraph 3 letters a) through d) shall not be reduced for that reason.

Article 13

Salary for work on Saturday and Sunday

For work on Saturday and Sunday, the employee is entitled to the achieved salary and a premium as a percentage of the average pay agreed in the valid collective agreement and in compliance with the minimum given by the LC.

Article 14

Salary for night work

For salary for night work, the employee is entitled to the achieved salary and a premium at the amount agreed in the valid collective agreement.

Article 15

Premium for standby

For standby, the employee is entitled to a premium at the amount agreed in the valid collective agreement.

Article 16

Severance payment

- 1) Granting of severance payment is governed by the respective provisions of the LC.
- 2) At UCT Prague, the severance payment amount is agreed in the valid collective agreement, in compliance with the minimum multiples given by the LC, as the multiple of the average monthly pay given by the LC and the valid collective agreement.

Article 17

Salaries payment

- 1) Salaries payment includes:
 - a) salaries, i.e. monthly basic salaries, personal premiums, bonuses, premiums for work in a project, premiums for overtime work, for work on public holiday, for work on Saturday and Sunday, and other applicable salary components representing the employee's salary.
 - b) other incomes under Section 145 paragraph 2 of the LC;
 - c) financial allowances under the Health Insurance Act, payments related to the employee's benefits;
 - d) deductions from salaries and other incomes.
- 2) The salaries are paid for the past calendar month after deducting appropriate amounts under the LC, or any agreed amounts; the salaries are paid out on the date as agreed in the valid collective agreement.
- 3) Based on monthly salary accounting, the employee is given a written document containing information about the individual salary components and the deducted amounts, the so-called payroll.
- 4) An extraordinary advanced salary payment may be made upon the employee's request and under the conditions agreed in the valid collective agreement.

Article 18

Final provisions

Please note that this translation does not substitute the de jure binding Agreement in Czech („Kolektivní smlouva“). If there are any doubts, the Czech version is decisive.

1) The Internal Salary Regulation of the University of Chemistry and Technology, Prague, registered by the Ministry of Education, Youth and Sports on February 13, 2003 under the ref. 11 904/2003-30, is hereby cancelled.

2) This regulation relates namely to the following:

- a) Collective Agreement of UCT Prague;
- b) Statute of UCT Prague;
- c) Organisational Rules of UCT Prague;
- d) internal standard Rules of Management of Salary Funds at UCT Prague;
- e) internal directive Circulation of Personnel Documents.

3) This regulation was discussed with the Unions organisation of UCT Prague on January 10, 2007.

4) This regulation was approved under Section 9 paragraph 1 letter b) of the Act No. 111/1998 Coll., on Higher Education Institutions and on Changes and Amendments to Some Other Acts, as amended, by the Academic Senate of UCT Prague on January 16, 2007.

5) This regulation comes to force under Section 36 paragraph 4 of the Higher Education Act on the day of its registration by the Ministry of Education, Youth and Sports.

Vladimír Růžička
Rector of UCT Prague

Please note that this translation does not substitute the de jure binding Agreement in Czech („Kolektivní smlouva“). If there are any doubts, the Czech version is decisive.

Attachment No. 2

Valid salary grades and salary rates at UCT Prague

Valid from	A1	A2	A3	A4	A5	A6	A7
1.6.2007	26 000	23 700	21 800	19 400	18 200	17 000	15 200
1.6.2014	28 600	26 100	24 000	21 300	20 000	18 700	16 700
1.6.2018	31 400	28 700	26 400	23 400	22 000	20 500	18 300
1.6.2019	34 600	31 600	29 100	25 800	24 200	22 600	20 200

Valid from	B0	B1	B2	B3	B4	B5	B6	B7	B8	B9
1.6.2007	23 600	20 800	18 200	15 600	13 900	12 300	10 700	9 750	9 350	9 100
1.1.2015	23 600	20 800	18 200	15 600	13 900	12 300	10 700	9 750	9 450	9 200
1.1.2016	23 600	20 800	18 200	15 600	13 900	12 300	10 700	10 300	x	9 900
1.1.2017	23 600	20 800	18 200	15 600	13 900	12 300	11 800	11 000	x	x
1.1.2018	23 600	20 800	18 200	15 600	13 900	12 300	12 300	12 300	x	x
1.6.2018	25 900	22 800	20 000	17 100	15 200	13 500	13 500	13 500	x	x
1.6.2019	28 500	25 100	22 000	18 900	16 800	14 900	14 900	14 900	x	x

Valid from	V1	V2	V3	V4	V5
1.6.2007	20 000	18 000	16 500	15 000	x
1.6.2011	20 000	18 000	16 500	15 000	14 500
1.6.2014	22 000	19 800	18 200	16 500	16 000
1.6.2018	24 200	21 700	20 000	18 100	17 600
1.6.2019	26 700	23 900	22 000	20 000	19 400

Attachment No. 3

Premium for management, representation and function; individual personal premium for managers under Article 8 paragraph 3 of the internal salary regulation

	Granted monthly premium amount in CZK (for the given weekly working hours)		Maximum period for which the premium is granted
	from	to	number of months
Management (representation)			
Secretary of faculty, head of institute, department, central laboratories, computer centre, centre for information services, metrology and testing laboratory, department of internal auditing, departments and independent sub-departments of the Rector's Office, departments of the administration of university facilities, director of Technopark Kralupy	1 000	4 000	unlimited
Workshops, departments and workplaces (units) within the Rector's Office departments, workplaces (units) of administration of university facilities, departments and workplaces (units) within departments of administration of university facilities	300	3 000	unlimited
team manager within scientific-research and pedagogical projects based on proposal by direct superior manager	1 000	150 000	12
function	from	to	number of months
Vice-Dean, Rector's Secretary (Chancellor)	1 000	4 000	unlimited
team member scientific-research and pedagogical projects based on proposal by team manager	1 000	100 000	12
Individual personal premium	from	to	number of months
Dean, Vice-Rector, or other managers meeting the conditions stated in Article 8 paragraph 3 of ISR	15 000	50 000	unlimited

Please note that this translation does not substitute the de jure binding Agreement in Czech („Kolektivní smlouva“). If there are any doubts, the Czech version is decisive.

Attachment No. 4

Premium for risk, premium for overtime work, premium for work on public holidays,
premium for work on Saturday and Sunday, premium for night work
and premium for standby

	Percentage of average pay ¹	Granted monthly premium amount in CZK (for the given weekly working hours)	
For work in risk environment		100	400
For overtime work	25 %		
For work on public holiday	100 %		
For work on Saturday and Sunday	25 %		
For night work (from 10 p.m. to 6 a.m.)	10 %		
For standby on working days	10 %		
For standby on Saturdays, Sundays and public holidays	20 %		

¹ In case of several concurrent premiums, each premium is paid out separately in its full amount according to the percentage stated in the table.

Please note that this translation does not substitute the de jure binding Agreement in Czech („Kolektivní smlouva“). If there are any doubts, the Czech version is decisive.

Attachment No. 5

Positions at UCT Prague
(valid from July 1, 2018)₂

Salary grade	Position name	Note
A1	Professor	
A2	Associate professor I	<input type="checkbox"/> attestation
A3	Associate professor II	
A4	Assistant professor I	<input type="checkbox"/> attestation
A5	Assistant professor II	
A6	Assistant I	<input type="checkbox"/> attestation
	Lecturer I	<input type="checkbox"/> attestation
A7	Assistant II	
	Lecturer II	
V1	Researcher I	<input type="checkbox"/> attestation
V2	Researcher II	
V3	Professional I	<input type="checkbox"/> attestation
V4	Professional II	
V5	Professional III	
B0	Head of department	<input type="checkbox"/> financial (not applicable to the Administration of University Facilities - AUD)
		<input type="checkbox"/> personnel
		<input type="checkbox"/> operation and technical services
	Head of department unit	<input type="checkbox"/> education
		<input type="checkbox"/> research and development
		<input type="checkbox"/> international relations
		<input type="checkbox"/> communication
		<input type="checkbox"/> safety at work
		<input type="checkbox"/> quality assessment
	Secretary I (Chancellor)	<input type="checkbox"/> of Rector
	Secretary II	<input type="checkbox"/> of faculty
	IT specialist 0	
	Project specialist	
	Head of Computer Centre	
	Head of Centre for Information Services	
	Director of Technopark Kralupy	
B1	IT specialist I	
	Doctor	
	Lawyer	
	Specialist I	
	Head of department I	
	Head of department unit I	<input type="checkbox"/> financial planning and budget
		<input type="checkbox"/> strategy and development
		<input type="checkbox"/> technology transfer
		<input type="checkbox"/> public orders

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		<input type="checkbox"/> counselling and career centre
	Head of internal auditing	
	Personal data protection officer	
	Head of central laboratories	
	Head of financial accounting	
	Head of salaries accounting	
B2	IT specialist II	
	Specialist II	
	Head of metrology and testing laboratory	
	Head of department II	<input type="checkbox"/> financial (AUF)
		<input type="checkbox"/> technical (AUF)
		<input type="checkbox"/> operation (AUF)
	Head of department unit II	<input type="checkbox"/> construction and maintenance
B3	IT specialist III	
	Coordinator of education and study centre	
	Senior officer	
	Secretary I	
	Glassworker I	
	Technician I	<input type="checkbox"/> attestation
	Head of workshop	<input type="checkbox"/> glass
	Head of dormitories	<input type="checkbox"/> AUF
	Head of department III	<input type="checkbox"/> supplies
	Head of department unit III	<input type="checkbox"/> record keeping of supplementary economic activity
		<input type="checkbox"/> assets record keeping
		<input type="checkbox"/> building administration
		<input type="checkbox"/> accommodation of students (AUF)
		<input type="checkbox"/> central warehouse
		<input type="checkbox"/> technical (AUF)
		<input type="checkbox"/> supplies
	Nurse	
	Nanny	<input type="checkbox"/> Crèche Zkumavka
	Head of crèche	<input type="checkbox"/> Crèche Zkumavka
B4	Machinist I	
	Maintenance worker I	
	Officer	
	Secretary II	
	Warehouse worker I	
	Glassworker II	
	Technician II	
	Head of department IV	
	Administrator of dormitory	<input type="checkbox"/> AUF
B5	Machinist II	

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	Maintenance worker II	
	Driver I	
	Warehouse worker II	
	Technician III	
B6	Mailing room officer	
	Maintenance worker III	
	Driver II	
	Technician IV	
	Receptionist	<input type="checkbox"/> AUF
	Operator of heating devices	
	Driver III	
	Administrator of training and recreational facility	<input type="checkbox"/> AUF
	Cloakroom attendant	
	Cleaner	