

University of Chemistry and Technology, Prague

Subject	Internal Standard No. A/N/961/5/2018
Title	Conditions of Employment of the University of Chemistry and Technology, Prague
Applicability	All school
Effective from	01/11/2018
Effective to	Unlimited
Revision	-
Cancelled	Internal Standard 20.02/07 Conditions of Employment of the University of Technology, Prague
Prepared by	966
Issued by	Prof. Ing. Karel Melzoch, CSc.

CONDITIONS OF EMPLOYMENT

OF THE UNIVERSITY OF CHEMISTRY AND TECHNOLOGY, PRAGUE

The University of Chemistry and Technology, Prague (hereinafter referred to as "UCT Prague") with its registered office at Technická 5, Prague 6, Postal Code 166 28 issues the following Conditions of Employment on the basis of the written consent of the trade union organisation (hereinafter referred to as the "trade unions") dated 6 September 2018.

Article 1
Introductory provisions

- 1) The Conditions of Employment (hereinafter referred to as the "CoE" are binding for the employer, the University of Chemistry and Technology, Prague (hereinafter referred to as "the employer"), and for all employees thereof (hereinafter referred to as the "employee"). The CoE shall also apply to employees working for the employer under agreements on work performed outside the employment relationship if this is implied by the provisions hereof, the employment legislation or by a concluded agreement on work performed outside the employment relationship.
- 2) Compliance with the CoE is the responsibility of all heads of departments and the University management (hereinafter the "head of department") at each level of management and of all other employees. The CoE are available on the employer's Intranet.

Article 2
Establishment of the employment relationship

- 1) The employment relationship is established by a written employment contract between the employer and the employee (sections 33 to 39 of Act No. 262/2006, the Labour Code (hereinafter referred to as the "Labour Code")). The employment contract shall be made in duplicate and signed by both parties no later than on the day of commencement of employment.
- 2) The employer will conclude an employment contract with a citizen of the Czech Republic, a citizen of another EU country, a non-EU national and a stateless natural person only if such person is professionally, morally and medically fit to perform the agreed work. As for non-EU nationals, stateless persons and citizens of other EU countries, the employer will conclude the contract only if the job candidate fulfils all legal requirements for residence and employment in the territory of the Czech Republic pursuant to the current legal regulations.
- 3) The employment relationship begins on the date agreed in the employment contract as the day of commencement of employment.
- 4) One original copy of the employment contract is given to the employee, the other one is archived by the employer.
- 5) The employment contract shall include:
 - a) the type of work to be performed by the employee;
 - b) the place or places of work where the work is to be performed;
 - c) the day of commencement of employment;
 - d) the trial period, if agreed;
 - e) other arrangements.
- 6) The employment contract may include additional terms and conditions as agreed between the parties. Such terms and conditions shall not contradict the laws of the Czech Republic and shall not be contrary to good morals. In the event of any conflict with the laws of the Czech Republic or with good morals, such terms shall be disregarded.

- 7) The employer has the right to require the employee to perform the work agreed in the employment contract and at the same time the employer has the obligation to assign such work to the employee and to enable him or her to perform it.
- 8) The employer is entitled to keep an employee's personnel file in compliance with the provisions of Section 312 of the Labour Code, EU Regulation 2016/679 (hereinafter referred to as "GDPR") and other related legal regulations.
- 9) Prior to the conclusion of the employment relationship with the new employee, the relevant head of department shall make sure that the following forms are delivered to the employer's Personnel Department ("PD"):

- a) a proposal for hiring the employee, indicating the risk category, listing all risk factors of working conditions and health hazards, and signed by the OHS specialist;
- b) the employee's job description in duplicate, which the employee shall receive; in the case of a citizen of another EU country, a non-EU national and a stateless natural person, the respective head of department shall deliver two copies in English and two copies in Czech, no later than on the day of the commencement of the employment relationship;
- c) a personal profile form;
- d) the date of an occupational medical examination with an occupational medical services provider;
- e) a proposal for a personal monthly salary supplement or other supplements.

- 10) The forms referred to in Article 2 (9) hereof must be delivered by the relevant head of department promptly after they have been drawn up; if the job candidate is a citizen of another EU country, a non-EU national or a stateless natural person, the forms shall be delivered within 30 days before the conclusion of the employment relationship.

- 11) The job candidate submits (no later than on the day of commencement of the employment relationship) the following documents to the Personnel Department:

- a) proof(s) of achieved education (this does not apply to staff whose employment relationship arises following the outcome of a selection procedure with the employer, provided that such document(s) was/were included in the documents submitted for the selection procedure);
- b) certification of employment from the last employer, if available, or certification from the relevant Labour Office stating the candidate's registration in the register of jobseekers;
- c) ID card; in the case of non-EU nationals, a passport or residence permit;
- d) health insurance card;
- e) the number of the bank account to which the employee's salary is to be credited;
- f) proof of studies if the job candidate is a student under the current legislation;
- g) other necessary documents according to the specific requirements for the performance of the agreed type of work or according to the conditions laid down by special legal regulations for the origination of other rights of the employee;
- h) in the case of concurrent employment in other EU countries (or outside the EU), the job candidate must provide proof of his/her affiliation to social security legislation.

- 12) The job candidate will receive the following forms from the Personnel Department:

- a) Information on the content of the employment relationship;

- b) Consent to personal data processing;
- c) Occupational safety and health and fire protection training for onboarding employees;
- d) Request – bank account details;
- e) Declaration of the taxpayer liable to personal income tax from dependent activity (employment) and office-holders' emoluments;
- f) Agreement on deductions from salary;
- g) other blanks/forms, according to the specific requirements and decisions of the employer.

13) On establishment of an employment relationship, the employee shall be informed about the regulations regarding occupational health and safety as well as fire protection; such instruction shall be done by an employee in charge of occupational health and safety and fire protection no later than on the day of commencement of employment, and as confirmation thereof the onboarding employee shall sign the relevant form - see Article 2 (12) (c) of the CoE. The employee shall also be familiarised at the Personnel Department, no later than on the day of commencement of employment, with the current internal regulations and other generally binding legal regulations relating to the specifics of the workplace, which he/she shall confirm by signing the form Information on the content of the employment relationship, see Article 2 (12) (a) hereof.

14) In case of a recurrently agreed employment relationship, the relevant head of department shall make sure that the following documents are delivered to the Personnel Department:

- a) a proposal to amend the employee's employment contract;
- b) the employee's job description in duplicate in the event of a change to the existing job description, well in advance of the date of such change. In the case of foreign employees, the job description must be delivered in two copies in English and two copies in Czech.

15) The employer shall provide the employee with one written copy of the employment contract, salary statement and job description no later than on the day of the commencement of the employment relationship. In the case of a citizen of another EU country, a non-EU national or a stateless natural person, these documents shall also be drawn up and handed over to the employee in English.

Article 3

Changes to the employment relationship

- 1) The content of the employment contract can only be changed if the employer and the employee agree so. Any amendment to the employment contract must be made in writing.
- 2) An employee is obligated to perform work of a different kind or in a different place than agreed in the employment contract only in the cases specified in Sections 41 to 47 of the Labour Code.
- 3) The employee is obligated to report to the Personnel Department within 5 working days any relevant changes in personal data and circumstances relevant to the delivery of documents, job classification, salary, salary compensation, salary supplements and deductions, health insurance, maternity allowance, calculation of personal income tax,

etc. These include, in particular, change of residence, change of personal status, birth of a child, child's studies (certification of studies), occurrence of disability, change of bank account, change of health insurance company and change in the achieved level of education. Employees are also obligated to promptly notify the employer of any other fact or change in facts already notified which could result in a change in the employee's affiliation to social security legislation.

- 4) Before changing the content of the employment relationship, the relevant head of department shall make sure that the following documents are delivered to the Personnel Department:

- a) a proposal to amend the respective part of the content of the employment relationship;
- b) the job description in duplicate in the event of a change in the type of work, the number of hours of work per week and, if applicable, a change in the employee's sources of funding. In the case of foreign workers, the job description must be delivered in English in duplicate.

- 5) The employer shall provide the employee with one written copy of the agreement amending the employment contract, or a new salary statement and job description, depending on the agreed amendments to the employment relationship, no later than on the effective date of such changes. In the case of a citizen of another EU country, a non-EU national or a stateless natural person, these documents shall also be drawn up and handed over to the employee in English.

Article 4

Termination of an employment relationship

- 1) An employment relationship may finish and be terminated only in the ways specified in Section 48 of the Labour Code: by agreement (Section 49 of the Labour Code), by notice of termination (Sections 50 to 54 of the Labour Code), by immediate termination (Sections 55 and 56 of the Labour Code) and by termination within the trial period (Section 66 of the Labour Code), and by death of the employee (Section 48(4) of the Labour Code).

- 2) The employment relationship of a non-EU national, stateless natural person and EU national also ends at the latest

- a) on the date on which his/her stay in the Czech Republic is due to end;
- b) on the expiry of the period for which the work permit was issued;
- c) pursuant to Article 4(1) hereof.

- 3) During the termination notice period, the employee is obligated to perform the work agreed in the employment contract for the employer, or other work to which he or she has been transferred in accordance with Section 41(2) of the Labour Code. In compliance with the provisions of Section 42 of the Labour Code, during this period the employer may also send the employee on a business trip for a necessary period of time or relocate him or her to a place other than that agreed in the employment contract if the operational needs require so (Section 43 of the Labour Code).

- 4) If the employer and the employee agree to terminate the employment relationship, the employment relationship ends on the agreed date.

- 5) The employer may give notice to an employee only for the reasons defined in Sections 52

and 55 of the Labour Code, namely:

- a) if there are reasons on the employee's side for which the employer could immediately terminate the employment relationship (Section 55 of the Labour Code);
- b) for a serious breach of some obligation arising from legal regulations that apply to the work performed by the employee;
- c) for ongoing minor breaches of some obligations arising from legal regulations that apply to the work performed provided that in the last 6 months he or she was notified in writing of the possibility of termination of employment in connection with a breach of obligation arising from legal regulations that apply to the work performed;
- d) if, according to a medical opinion issued by an occupational medical services provider or a decision of the competent administrative authority reviewing the medical opinion, the employee may no longer perform his or her current work due to an occupational accident, occupational disease or the risk of such disease, or if he or she has reached the maximum permissible exposure at the workplace determined by a decision of the competent public health authority. In such case, the employer shall offer the employee other job that is adequate to the employee's skills and experience and is among the positions currently publicly available with the employer.

- 6) Namely, the following shall be deemed to be a breach of the employee's obligations in a particularly egregious manner that may result in immediate termination of the employment relationship pursuant to Section 55(b) of the Labour Code:

- a) deliberate or negligent conduct resulting in bodily injury or death to a third party or substantial damage to the employer's property;
- b) violation of the Code of Ethics of the University of Chemistry and Technology, Prague, resulting in damage to the employer's reputation;
- c) a breach of confidentiality imposed on the employee in connection with his/her job or position by law, a special regulation or an internal regulation of the employer, which will endanger the interests or reputation of the employer;
- d) corruption or other conduct resulting in direct or indirect enrichment of the employee to the detriment of the employer;
- e) other reasons, namely those specified in other internal regulations of the employer and the constituent parts thereof.

- 7) An employment relationship agreed for a fixed period of time will end when such period elapses. During the trial period, both the employer and the employee may terminate the employment relationship for any reason or without giving any reason.
- 8) During the trial period pursuant to Section 66 of the Labour Code, both the employee and the employer may terminate the employment relationship provided that the trial period was agreed in the employment contract. Termination of employment during the trial period requires a written form, otherwise it is not considered. The employment relationship shall end on the date of delivery of the notice of termination within the trial period, unless a later date is specified therein.
- 9) The employer may give a notice of termination to an employee for breach of an obligation arising from legal regulations that apply to the work performed, or for a reason for which the employment relationship may be terminated immediately, only within 2 months from the date on which the employer became aware of the reason for the termination or immediate termination, but no later than 1 year from the date on which the reason for the termination or immediate termination arose.

- 10) A notice of termination served on the other party may be revoked only with the consent of the other party. Both the revocation of the notice and the consent to its revocation must be in writing.
- 11) The notice period is agreed in the current collective agreement. The notice period shall begin on the first calendar day of the month following the delivery of the notice to the other party.
- 12) An employee may terminate the employment relationship immediately only for the reasons set out in Section 56 of the Labour Code.
- 13) In the case of termination of employment by the employer, the Personnel Department prepares the respective documents, based on an agreement between the respective head of department and the head of the Personnel Department.
- 14) On the day of termination of the employment relationship, the employee shall submit to the Personnel Department the following:
 - a) duly certified Exit Form;
 - b) employee card.
- 15) Upon termination of employment, the employee shall inform the employee's immediate superior of the status of performance of the tasks assigned and shall duly hand over to him/her the tasks not yet completed together with all documents, keys, items belonging to personal equipment, work tools, assigned tangible fixed assets including computer programs (software), materials, personal protective equipment in a condition corresponding to their normal wear and tear, and return borrowed books and journals. The superior shall produce a protocol on these facts.
- 16) If the employee leaves a position involving a material liability agreement, an inventory must be taken.
- 17) Employees who have worked in hazardous workplaces will be sent by their employer for an exit medical examination.

Article 5
Agreements on work performed
outside the employment relationship

- 1) Agreements on work performed outside the employment relationship are concluded in accordance with Sections 74 to 77 of the Labour Code.
- 2) Before concluding a work activity agreement ("DPČ" in Czech) ((Section 76 of the Labour Code) and, in justified cases, before concluding a work performance agreement ("DPP" in Czech) (Section 75 of the Labour Code) with a new employee, the relevant head of department shall make sure that the following documents are delivered to the Personnel Department:
 - a) a proposal for the conclusion of a work activity agreement (DPČ);
 - b) job description in two copies. In the case of foreign employees, it must be delivered in two copies

in English and two copies in Czech;
c) a personal profile form of the new employee.

- 3) In the case of concluding the above agreement with a citizen of another EU country, a non-EU national and a stateless natural person, the relevant head of department shall deliver a proposal for the conclusion of the agreement within 30 days prior to the conclusion of the agreement.
- 4) The job candidate shall submit the following documents to the PD prior to the conclusion of the work activity agreement and, in justified cases, prior to the conclusion of the work performance agreement (but no later than on the date of commencement of the agreed activity):

- a) ID card and, in the case of non-EU nationals, passport;
- b) health insurance card;
- c) the number of the bank account to which the employee's salary is to be credited;
- d) other necessary documents according to the specific requirements for the performance of the agreed activity or according to the conditions laid down by special legal regulations for the origination of other rights of the employee.

- 5) Prior to the conclusion of the work activity agreement ("DPČ") and, in justified cases, before the conclusion of the work performance agreement ("DPP") (but at the latest on the day of the commencement of the agreed activity), the candidate receives the following printouts / forms from the Personnel Department:

- a) Occupational safety and health and fire protection training for onboarding employees;
- b) Request – bank account details;
- c) Consent to personal data processing;
- d) other blanks/forms, according to the specific requirements and decisions of the employer.

- 6) No later than on the day of commencement of the agreed activity, the new employee shall be informed by the relevant employee in charge of occupational health and safety and fire protection of the regulations on occupational health and safety and fire protection, which he/she shall confirm by signing the relevant form - see Article 2(12)(c) hereof.

- 7) Prior to changing any part of the work activity agreement ("DPČ"), the relevant head of department shall make sure that the following documents are delivered to the Personnel Department:

- a) a proposal to amend the respective part of the work activity agreement ("DPČ");
- b) job description in two copies. In the case of foreign workers, it must be delivered in two copies in English and two copies in Czech.

- 8) The employer shall provide the employee with one written copy of the work activity agreement ("DPČ") or work performance agreement ("DPP") or any amendment thereto no later than on the date agreed as the commencement of the work or the effective date of the amendment. In the case of a citizen of another EU country, a non-EU national or a stateless natural person, these documents shall also be drawn up and handed over to the employee in English.

Article 6
Service of documents

All forms, templates, documents and other submissions are preferably delivered to the Personnel Department or other workplaces in electronic form in accordance with the GDPR provided that the nature of the form, template, document or other submission allows it and the electronic submission is not excluded by a legal regulation or any internal document of the employer. If delivery in the manner referred to in the first sentence is not possible, the form, template, document and other submitted item may be delivered to the Personnel Department or other workplace in paper form.

Article 7
Personnel file

- 1) In accordance with Section 312 of the Labour Code, the Personnel Department keeps a personnel file on each employee in an employment relationship or working under a work activity agreement (DPČ) (hereinafter referred to as the "file").
- 2) The file may only contain documents that are necessary for the performance of work in the basic labour relationship.
- 3) The file of the employee may be viewed by the heads of departments who are the employee's superiors. The right to inspect the file shall be vested in the labour inspection authority, the Labour Office of the Czech Republic, the Personal Data Protection Office, the court, the public prosecutor, the police authority, the National Security Authority and the intelligence services. Inspection of the file shall not mean the case when the employer submits an individual document from the file to an external inspection body which carries out an inspection at the employer and which has requested the document in connection with the subject matter of the inspection carried out there.
- 4) The employee has the right to consult his or her file, to take extracts from it and to make copies of the documents contained therein, at the employer's expense.
- 5) Upon establishment of an employment relationship, the employer shall place the following documents in the file, bearing the relevant dates and signatures:
 - a) Employment contract;
 - b) Salary statement;
 - c) Job description;
 - d) Proposal for hiring the employee;
 - e) Information on the content of the employment relationship;
 - f) Occupational safety and health and fire protection training for onboarding employees;
 - g) Request – bank account details;
 - h) Agreement on deductions from salary;
 - (ch) Personal profile form with the necessary information about the employee;
 - i) Consent to personal data processing;
 - j) Copy of the certification of affiliation to social security legislation;
 - k) Proof of education.

6) When concluding a work activity agreement ("DPČ"), the employer shall include in the file the following documents with the required dates and signatures:

- a) Work activity agreement (DPČ);
- b) Proposal to conclude a work activity agreement (DPČ);
- c) Occupational safety and health and fire protection training for onboarding employees;
- d) Request – bank account details;
- e) Personal profile form;
- f) Consent to personal data processing;
- g) Job description;
- h) Copy of the certification of affiliation to social security legislation.

7) During the employment relationship, the employer shall file, in chronological order, the following documents bearing the required dates and signatures:

- a) agreements amending the employment contract;
- b) proposals to amend a relevant part of the content of the employment relationship and for other changes, including sources of funding;
- c) salary statements (the latest current statement and the preceding one);
- d) job descriptions;
- e) copies of attestation decisions;
- f) approved requests for unpaid leave for more than 1 month;
- g) notification from the employer on a breach of legal obligations;
- h) other documents relating to the performance of the employee's activities or to his/her person, as decided by the employer.

8) For the duration of the work activity agreement ("DPČ"), the employer shall file the following documents in chronological order, bearing the relevant dates and signatures:

- a) agreements amending the work activity agreement ("DPČ");
- b) proposals to amend a relevant part of the agreement;
- c) job description;
- d) other documents relating to the performance of the employee's activities or to his/her person, as decided by the employer.

9) On termination of employment relationship, the documents to be added to the file, bearing the required dates and signature, will be namely:

- a) the document on the basis of which the employment relationship was terminated (if the employment relationship did not end at the end of the agreed term);
- b) Exit Form;
- c) a copy of the Certification of Employment with the employee's signature confirming receipt of the original or with an attached postal delivery receipt.

10) If the work activity agreement ("DPČ") terminates otherwise than at the end of the agreed term, the document on the basis of which the agreement was terminated shall be added to the file.

Article 8

Certification of employment and employment reference

1) Upon termination of the employment relationship, work performance agreement ("DPP" in Czech) or work activity agreement ("DPČ" in Czech), the employer is obligated to give the employee a certification of employment stating the following information:

- a) details of the employment, whether it was an employment relationship ("*pracovní poměr*" in Czech), a work performance agreement ("*DPP*" in Czech) or a work activity agreement ("*DPČ*" in Czech), and the duration of the employment;
- b) the type of the work performed;
- c) achieved qualification;
- d) the time worked and other facts relevant to reaching the maximum permissible exposure time;
- e) any deductions being made from the employee's salaries, in whose favour, the amount of the claims with regard to which deductions are to be further made, the amount of deductions already made and the priority of the debts;
- f) data on the pensionable service in job categories I and II for the period before 1 January 1993 for pension plan purposes.

2) If the employee requests the employer to provide him/her with a reference concerning his/her performance of work ("employment reference"; "*pracovní posudek*" in Czech), the employer shall provide such reference within 15 days; however, the employer is not obliged to provide the employment reference earlier than 2 months before the end of the employee's employment. All documents concerning the appraisal of the employee's work, his/her qualifications, capabilities and other facts relevant to the performance of the work are regarded as an employment reference. The employer may also issue an employment reference on the basis of a written request from the employee during the course of the employee's employment, notwithstanding the condition set out in the first sentence after the semicolon.

3) The employer may provide information about the employee other than that which can form the content of the employment reference only with the employee's consent unless a special legal regulation provides otherwise.

4) If the employee disagrees with the content of the certification of employment or the employment reference, within three months of learning of its content, he/she may file a petition with the competent court to rule that the employer should adequately modify the confirmation of employment or employment reference.

Article 9

Obligations of employees and heads of departments

1) Every employee is obligated to:

- a) carry out work in person, as instructed by the employer, in accordance with the employment contract, within the scheduled weekly working hours, and to comply with the obligations arising from the employment relationship; to work properly to the best of his/her ability, knowledge and skills, to carry out the instructions of his/her superiors issued in accordance with legal regulations and to cooperate with other employees;
- b) use working hours to perform the assigned work, to complete work tasks by performing high-quality work in a timely manner;
- c) comply with the legal regulations relating to his/her employment and the work he/she

performs; comply with other regulations relating to the work he/she performs;
d) properly manage the funds entrusted to him/her by the employer and to guard and protect the employer's property from damage, loss, destruction and misuse and not to act contrary to the legitimate interests of the employer.

2) In addition, heads of departments are required to:

- a) manage and supervise the work of subordinate employees and evaluate their performance and work results;
- b) organize the work as best as possible;
- c) create favourable working conditions and ensure occupational health and safety;
- d) ensure the remuneration of employees in accordance with the Labour Code, the current collective agreement and other internal regulations, standards and directives relating to this area;
- e) create conditions for enhancing the professional level of employees;
- f) ensure compliance with legal regulations and internal documents;
- g) ensure that measures are taken to protect the employer's assets.

3) In relation to subordinate employees, each head of department shall namely:

- a) determine, in accordance with their employment contract and considering the specific conditions of the workplace, the content of their work activities (job description);
- b) ensure that working conditions are such that the subordinates can properly perform their work tasks; if a flaw is detected, they take measures to remedy it;
- c) send subordinate employees on business trips;
- d) determine and approve the time of annual leave in accordance with the annual leave schedule on the basis of requests by the subordinate employees;
- e) approve unpaid leave of absence upon their written request;
- f) approve leave of absence for important reasons in the event of personal obstacles to work;
- g) exceptionally, order overtime work and standby, or agree on them with the employee and, upon agreement with the employee, the head of department determines the use of compensatory time off;
- h) address breaches of obligations arising from legal regulations that apply to their work.

Article 10

Rights and obligations of the employer and the employees in the field of occupational health and safety

1) The employer is obligated to ensure occupational health and safety protection of employees at work in accordance with the Labour Code and special legal regulations with regard to risks which might endanger his/her employees' life and health in connection with performance of their work. Occupational health and safety form an integral and equal part of the duties of heads of departments at all levels of management. The employer's obligation to ensure occupational safety and protect health shall also relate to all individuals who are present at the employer's workplaces with his knowledge.

2) In the area of occupational health and safety, the employee has:

- a) the right to securing of occupational health and safety, to receive information on the risks of his or her work and information on measures to protect the employee from exposure to such risks; the

information must be comprehensible for the employee;

b) the right to refuse to perform work which he or she reasonably considers as posing an immediate and serious threat to his or her life or health or to the life or health of other individuals; such refusal cannot be regarded as a failure to fulfil the employee's obligation;

c) the right and obligation to participate in the creation of a safe working environment not posing threat to health, in particular through the application of the measures laid down and adopted by the employer and through participation in the solution of occupational health and safety issues;

d) the obligation to take care, to the best of his or her ability, of his or her own health and safety as well as the health and safety of other individuals directly affected by his or her conduct or omissions at work. The knowledge of fundamental obligations arising from legal and other regulations and from the employer's requirements to ensure occupational health and safety shall form an integral and permanent part of the employee's qualification prerequisites;

e) the obligation to attend employer-provided training on occupational health and safety, including verification of the employee's knowledge;

f) the obligation to undergo occupational medical examinations, tests or vaccinations provided for by statutory provisions;

g) the obligation to comply with legal and other regulations and the employer's instructions on occupational health and safety, with which the employee has been duly acquainted, and to follow the principles of safe conduct at the workplace and the information provided by the employer;

h) the obligation to observe specified work procedures, to use specified work equipment, means of transport, personal protective equipment and protective devices, and not wilfully alter them or put them out of use;

i) the obligation not to consume alcoholic beverages and not to abuse other addictive substances at the employer's workplaces and during working hours also outside such workplaces, not to enter the employer's workplace while under their influence and not to smoke at workplaces and other premises where non-smokers would be exposed to the effects of smoking;

j) the obligation to inform the employee's superior head of department of any irregularities and defects at the workplace that endanger, or could immediately and seriously endanger, occupational safety or health of employees at work, in particular of imminent occurrence of an emergency event or flaws in organisational measures, defects or malfunctions of technical equipment and protective systems designed to prevent them;

k) the obligation, with regard to the type of work he or she performs, to participate, to the best of his/her ability, in the removal of irregularities ascertained during inspections carried out by authorities authorized thereto under special statutory provisions;

l) the obligation to promptly report to his/her superior head of department any occupational accident sustained by the employee provided that his/her condition of health allows him/her to do so, to promptly report to his/her superior head of department on an occupational accident sustained by another employee or another individual if he/she witnessed the injury and to cooperate in the investigation of its causes;

m) the obligation to undergo a test, if instructed to do so by his or her head of department authorized in writing by the employer to give such instruction, for the purpose of establishing whether the employee is under the influence of alcohol or other addictive substances.

Article 11

Breach of obligations arising from legal regulations which apply to the performance of the employee's work

1) Failure to comply with the obligations set out in generally binding legal regulations and internal documents of the employer relating to the work performed is considered a breach of obligations.

2) Breaches of legal obligations are divided into:

- a) minor breaches (including ongoing minor breaches);
- b) serious breaches;
- c) breaches in a particularly egregious manner.

3) The degree of seriousness of the breach of obligation is always assessed specifically according to the event, its consequences, the circumstances in which the breach took place and whether the breach can be considered an ongoing breach of an obligation arising from legal regulations that apply to the work performed.

4) In case of a breach of an obligation arising from legal regulations, one of the following measures will be applied depending on the assessment of the seriousness of the breach or its persistence:

a) in the case of a minor breach of obligation, the relevant head of department shall discuss the matter with the employee, advise the employee of the impropriety of his or her conduct and make a record of the breach and the discussion in duplicate, which shall be signed by the parties. One copy shall be given to the employee and the other copy shall be given to the Personnel Department by the employee's head of department; the record may include a warning of the possibility of termination in connection with the breach of obligation;

b) in the case of an ongoing minor breach of obligation, the head of department shall discuss the matter with the head of the Personnel Department without undue delay to consider further action, in particular to decide whether the grounds and conditions for termination of the employee's employment by notice are met - see Article 4(5)(c) hereof; if so, the Personnel Department shall draw up a document to that effect and forward it to the trade union for discussion; after the discussion, the document shall be delivered to the employee in a demonstrable and appropriate manner;

c) in the case of a serious breach of obligation, the head of department shall discuss the matter with the head of the Personnel Department without undue delay in order to consider further action, in particular to decide whether the conditions for termination of the employee's employment by notice are met - see Article 4(5)(b) hereof; if so, the Personnel Department shall draw up a document to that effect and forward it to the trade union for discussion; after the discussion, the document shall be delivered to the employee in a demonstrable and appropriate manner;

d) in the case of a breach of obligation in a particularly egregious manner, the head of department shall discuss the matter with the head of the Personnel Department without undue delay in order to consider further action, in particular to decide whether the grounds and conditions for immediate termination of the employment relationship - see Article 4(5) or for termination of the employment relationship by notice - see Article 4(5)(a) hereof are met; if so, the Personnel Department shall draw up the respective document and forward it to the trade union for discussion; after the discussion, the document will be delivered to the employee in a demonstrable and appropriate manner.

5) In particular, the following will be considered a serious breach of work discipline:

- a) physical assault on another employee or a third party on the employer's premises,
- b) unexcused absence;
- c) ongoing violation of the regulations Occupational Safety and Health, Fire Protection and the Directive on Public Procurement Rules, if the employee has been warned in writing;
- d) violation of the prohibition of smoking in the interior of the employer's premises, except in designated areas;
- e) unauthorised leaving the workplace and insufficient use of working hours;
- f) damaging the employer's and employees' property and failing to secure it against theft;
- g) providing false information regarding arrival and departure times (attendance book, electronic record-keeping);
- h) culpable failure to carry out work tasks within the given deadlines and at an adequate level of quality.

6) In particular, the following will be considered a breach of work discipline in a particularly egregious manner:

- a) corrupt behaviour;
- b) falsification of documents issued by the employer or other institutions;
- c) deliberate misrepresentation of information for the management's managerial activities;
- d) intentional misrepresentation and falsification of research results;
- e) repeated refusal to comply with legitimate orders of the employee's immediate superior;
- f) wilful criminal offense against property of the institution or other employees;
- g) unexcused absence on 3 subsequent working days (regardless of days off work);
- h) performing work activities or being in the workplace under the influence of alcoholic beverages or intoxicants;
- i) conduct contrary to good morals which in a particularly egregious manner negatively affects the employer's reputation or violates the principle of equal treatment and non-discrimination;
- j) plagiarism.

Article 12

Liability for damage caused

- 1) Both the employer and the employee are obligated to prevent damages and to act in such a way as to avoid endangering health and property or unjustified enrichment pursuant to Sections 248 and 249 of the Labour Code.
- 2) In general, the employer is liable to the employee for damages incurred by him/her in the performance of his/her work tasks or in direct connection with the performance of such tasks through breach of legal obligations or deliberate conduct contrary to good morals. The employer shall also be liable to the employee for damage caused to this employee by other employees who breached their legal obligations in the performance of working tasks in the name and on behalf of the employer (Section 265 of the Labour Code).
- 3) The employer is also liable for damage suffered by the employee in averting damage imminent to the employer or a danger to life or health (Section 266 of the Labour Code), for damages to items kept in the employer's premises (Section 267 of the Labour Code).
- 4) The employee's right to compensation for damages is time-barred if the employee does not report the occurrence of the damage to the employer promptly, no later

than 15 days from the date on which he or she became aware of the damage (Section 267(2) of the Labour Code).

- 5) If an employee suffers damage to health or death by accident (occupational accident) in the performance of his/her work tasks or in direct connection with the performance of such tasks, the employer with whom the employee was employed at the time of the accident shall be liable for the damage resulting therefrom. An accident which occurs on the employee's way to and from work is not an occupational accident. In case of damage caused to an employee by an occupational disease, it is the employer with whom the employee last worked before the discovery of the disease who shall be liable for such damage under the conditions laid down in a special regulation.
- 6) The employer's obligations in the event of occupational accidents and diseases are set out in Section 105 of the Labour Code. In particular, the employer is obliged to:
 - a) clarify the causes and circumstances of the occupational accident;
 - b) keep records of occupational accidents resulting in personal injury for which the employee was unfit for work for more than three days or causing the employee's death;
 - c) keep a register of employees who have been diagnosed with an occupational disease;
 - d) report the occupational accident and send a record of the accident to the relevant authorities;
 - e) take measures to prevent recurrence of the occupational accident due to the same cause.
- 7) An employee who witnesses or becomes aware of an occupational accident shall administer first aid and arrange for medical treatment. The injured employee, if he or she is able to do so, or the witness of the accident shall inform his or her immediate superior without undue delay.
- 8) As soon as the employee's superior becomes aware of the employee's occupational accident, he or she shall immediately arrange for medical treatment, if this has not already been done. At the same time, he/she must report the accident to the head of the Department of Safety and Risk Prevention. The latter shall take all measures pursuant to Government Regulation No. 201/2010 Coll., in particular to determine the causes as well as other circumstances of the accident. Depending on the identified causes, he/she will propose measures to prevent the recurrence of similar accidents. The OHS specialist shall make an entry in the accident book, draw up a record of the occupational accident on the prescribed form and send it to the designated authorities and institutions.

Article 13 **Working hours**

- 1) The length of the specified weekly working hours at the employer is agreed in the current collective agreement.
- 2) The working hours are evenly distributed over a five-day working week, in a single-shift working regime.
- 3) The working hours may be arranged differently from Article 13(2) hereof, subject to a written consent of the employee and the relevant head of department, and only in accordance with the Collective Agreement, the Labour Code and other current legal

regulations.

- 4) The start of working hours is set at 7:30 a.m. The end of working hours is set at 16:00, including a statutory break for meal and rest of at least 30 minutes.
- 5) A flexible working hours scheme shall be applied, unless operational conditions or other specificities of the workplace prevent it, by agreement between the employee and his/her respective head of department.
- 6) For the purposes of application of the flexible working hours scheme, there is core time and flexi-time.
- 7) Core time is the period of time during which an employee is required to be at the workplace. This core time is defined by the employer as 9:30 a.m. to 2:00 p.m.
- 8) Flexi-time means periods of time preceding and following the core time in which the employee chooses the start and end of the working hours on each day. Flexi-time is defined by the employer as 6 a.m. to 9:30 a.m. and 2 p.m. to 7 p.m.
- 9) The flexible working hours scheme is not applied during business trips, important personal obstacles to work and in other cases as defined in the Labour Code. In such cases, the working hours of the employee shall be pursuant to Article 13(3) hereof.
- 10) Decisions on working hours arrangements different from those set out in Article 13(3) hereof will be taken according to the specific operating conditions of the respective workplaces by:
 - a) the Rector for arrangements in central university departments and the Rector's Office;
 - b) the Dean for arrangements in the respective faculty;
 - c) the Director of the Administration of University Facilities of the University of Chemistry and Technology, Prague;
 - d) the Director of Technopark Kralupy.
- 11) Individual adjustments to working hours are made upon agreement between the employee and his/her respective head of department; such adjustments shall include, in particular, a shift in the start and end of the working hours where the application of flexible working hours scheme has not been agreed with the employee.

Article 14

Records of working hours

- 1) The employer must keep records for each employee indicating the start and end of the shift worked, overtime worked, additionally agreed overtime work, night work and hours worked within standby, as well as the amount of standby time held by the employee.
- 2) At the employee's request, the employer shall allow the employee to inspect his/her working hours account or records of working hours and his/her salary account and to take extracts or copies thereof at the employer's expense.
- 3) For the purposes of the employer, an electronic system for recording the employee's

working hours may be used to record arrivals and departures, or any other form of recording of working hours may be used, either electronical or in paper form.

- 4) The employee is required to keep proper records of working hours, as instructed by the head of department, using the available methods for working hours recording.
- 5) If any discrepancy in the working hours records is identified, the employee is obliged to correct it promptly. The employee may be instructed by the head of department to comply with this obligation.

Article 15 **Annual leave**

- 1) The amount of annual leave for academic employees is set in the Labour Code and amounts to 8 weeks per calendar year, while the amount of annual leave for other employees is agreed in the current collective agreement.
- 2) The time of the leave is scheduled and approved by the respective head of department via electronic attendance application. The use of the application is subject to separate rules and procedures.
- 3) The employer is obligated to schedule the employee's leave so that all of the annual leave is taken in the calendar year in which the employee's right thereto has accrued, unless the employer is prevented from doing so by obstacles to work on the part of the employee or by urgent operational reasons.
- 4) If not all of the leave can be taken, the employer shall schedule it in such way so that the remaining part is taken by the end of the following calendar year at the latest.
- 5) If all of the annual leave cannot be taken even by the end of the following calendar year because the employee has been recognized as temporarily unfit for work or because of maternity or parental leave, the employer shall schedule such leave for the time when such obstacles to work will have finished.
- 6) Exceptionally, if urgent work duties need to be performed, the respective head of department may change the time of the employee's already scheduled or approved time of leave, or cancel the leave. If the employee's leave is cancelled after it has started, this fact must be communicated to the officer of the Personnel Department who is in charge of personnel and payroll matters; such communication shall happen no later than by the end of the calendar month in which the already started leave was cancelled.
- 7) The employer is obliged to compensate the employee for the costs incurred through no fault of the employee because the employer has changed his/her scheduled period of annual leave or has withdrawn the employee from the leave.
- 8) Employees are entitled to salary compensation for the period of the annual leave in the amount of their average earnings.
- 9) Employees are entitled to compensation for untaken annual leave only in the event of termination of employment.

- 10) Before the termination of an employee's employment, the relevant head of department is obliged to order the employee to take the remainder of the annual leave so that the leave finishes no later than on the date of termination of his/her employment. If this is not possible for operational reasons, the untaken annual leave shall be reimbursed. In the case of recurrent employment relationships where termination is followed immediately by commencement, the annual leave does not have to be taken in full and will not be reimbursed unless otherwise agreed with the relevant head of department. In such case, the untaken annual leave shall be transferred to the new employment relationship.

Article 16

Absence from work and leave of absence

- 1) The employer shall excuse the employee's absence from work due to important personal obstacles pursuant to Section 191 of the Labour Code and in connection with obstacles to work for reasons of public interest pursuant to the provisions of Section 200 et seq. of the Labour Code.
- 2) Due to other important personal obstacles to work, the employee is granted a paid or unpaid leave of absence in accordance with the relevant government regulation (Annex hereof - List of other important personal obstacles to work). Leave of absence for these reasons shall be granted by the relevant head of department on the basis of a written request from the employee (Request for Paid/Unpaid Leave). The approved request, including appropriate supporting documentation (marriage certification or copy thereof, death notice or copy thereof, certification of arranging a funeral, certificate of examination or of accompanying a family member to a medical services facility issued by the health services facility, etc.) submitted by the employee shall be delivered to the Personnel Department without undue delay, no later than by the end of the calendar month in which the leave of absence was granted.
- 3) Due to obstacles to work for reasons of public interest (Sections 200 to 203 of the Labour Code), the employee is granted a leave of absence to the extent strictly necessary provided that the activity cannot be performed outside the employee's working hours. In such cases, the employee is not entitled to a paid leave, unless otherwise provided for in the Labour Code. A leave of absence for the above reasons shall be granted by the employee's head of department upon written request by the employee (Request for Paid or Unpaid Leave form). The approved request, including the appropriate supporting documentation submitted by the employee, shall be delivered to the Personnel Department without undue delay, no later than by the end of the calendar month in which the leave was granted.
- 4) Unpaid leave of absence may also be granted to an employee for other reasons not explicitly provided for in the Labour Code, always on the basis of a written request from the employee (Request for Paid/Unpaid Leave form), approved by the relevant employee's head of department and delivered to the Personnel Department without undue delay, no later than by the end of the calendar month in which the leave was granted.
- 5) If the obstacle to work is known to the employee in advance, the employee must ask the employer (the relevant superior) for leave of absence well ahead of time. If such obligation is not fulfilled, the employee shall inform the employer (the relevant head

of department) of the obstacle and its expected duration without undue delay.

Article 17
Business trips

Employees are sent on business trips by their respective head of department. On returning from the business trip, the employee shall report to the sending head of department on the course and outcome of the travel in the manner agreed between them without undue delay.

Article 18
Off-site work and work from home

- 1) Subject to the approval of the head of department, the employee may work from home and also off the premises of the employer for an agreed period of time.
- 2) The employee is obligated to enter this fact into the electronic attendance system before starting work from home or off-site work.
- 3) An employee who performs his/her work activities from home or off-site is subject to all rights and obligations arising from the Labour Code, the employer's internal regulations and other current legal regulations.

Article 19
Forms and templates

For the employer's human resources activities, forms/templates are mainly used, which are made available on the employer's intranet.

Article 20
Final Provisions

- 1) The internal standard of UCT Prague No. 20.02/07 Conditions of Employment of UCT Prague (Pracovní řád VŠCHT Praha) dated 12 December 2007 is hereby cancelled.
- 2) These Conditions of Employment are related namely with the following documents:
 - a) Collective Agreement of UCT Prague;
 - b) Organisational Rules of UCT Prague;
 - c) Circulation of Personnel Documents, which is an internal directive of UCT Prague
- 3) These Conditions of Employment were approved by the Trade Union Organisation on 6 September 2018 and discussed by the Academic Senate of UCT Prague on 18 September 2018.

prof. Ing. Karel Melzoch, CSc.
Rector of UCT Prague