

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

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

The Employment Rules shall further develop, in accordance with legal regulations, the provisions of the LC and other legal regulations and shall regulate certain detail ~~FMQ~~ Scope of Applicability

Article 1 **Applicability of Employment Rules**

The Employment Rules of the University of Pardubice shall be binding on all University employees appearing to be in an employme

PART II Employment Relationship

Article 2

Authorisation to Carry Out Legal Acts in Labour-Law Relationships

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

Article 3

Procedure Applied before Commencement of an Employment Relationship

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

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

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

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

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

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

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

granted an employment permit should be employed shall inform the HR without any delay if the foreigner has failed to

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

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

Article 8b

Termination of the Employment Relationship by the Employer

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

Employee's Duties upon Termination of the Employment Relationship

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

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

Article 8d

Employer's Duties upon Termination of the Employment Relationship

(1) Upon termination of the employment relationship the HR shall provide the employee with a certificate of employment (pension entitlement certificate) including any and all facts pursuant to the provision of s. 313 of the LC. The certificate of employment shall be prepared to be collected at the HR on the last day of the employment relationship, about which the employee shall be informed. If the employee fails to come and collect the 4hipletif1pnr1

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

Article 10

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

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

(5) Overtime work above these limits may only be done on the basis of an agreement made with the employee. The total scope of overtime work may not exceed eight hours a week on average in the period

e) to become acquainted with, to observe consistently, and to follow continuously any amendments to legal regulations in force related to the work done and other generally

p)

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

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

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

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

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

Article 18

Rights and Duties of Academic Workers

- (1) The position of a University's academic worker is defined in article 32 of the University charter. The academic workers shall have the guaranteed freedom to carry out scientific research and exploration and to publish their results, and also the freedom of

Wages and Salaries

Article 21

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

(2) If the employee finds out that he/she has been pai

include obstacles specified by a special legal regulation⁴,

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

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

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

(5) The superior Manager may provide an employee with a period of time off upon his/her request also due to other serious reasons, for which no reimbursement for wages is paid. If the period of time off is to be shorter than one shift, the requesting employee and

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

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

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

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

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

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

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

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

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

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

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

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

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

(12) The relevant Manager competent to make decisions on labour-law relationships shall be authorised to cut short holiday due to the employee's absence from the workplace without leave (s. 223 (2) of the LC). He/she shall decide in agreement with the ZO VOS (s. 348(3) of the LC) wh

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

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

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

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

(9) If the employee improves his/her qualifications and this improvement is not in compliance with the employer's needs, i.e. is without any right to be provided with any time off and any

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

Article 27
Liability of the Employer

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

a) in the course of or in a direct relation to performance of working tasks or due to intentional acting contrary good manners,

b) damage caused to things left aside in a place reserved or usual for such things while the employee is performing his/her working tasks,

c) while preventing imminent damage to be caused to the employer or risk endangering life or health.

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

(

PART XIV

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

Article 32

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

(2) Any amendments or modifications to these Employment Rules may only be implemented through written documents after having been approved by the ZO VOS. The

Article 15	
Duties of Employees	13
Article 16	
Duties of Managers	15
Article 17	
Employees' Rights	16
Article 18	
Rights and Duties of Academic Workers	17
Article 19	
Breach of Duties Arising from Legal Regulations	18
Article 20	