

# COLLECTIVE AGREEMENT

concluded in compliance with Act No. 2/1991 Coll., on Collective Bargaining, as amended, and in compliance with Act No. 262/2006 Coll., Labour Code, as amended, between the following contracting parties:

## **Tomas Bata University in Zlín**

Public higher education institution established in compliance with Act No. 404/2000 Coll., on the Establishment of Tomas Bata University in Zlín

Identification No.: 70883521

Registered office: nám. T. G. Masaryka 5555, 760 01 Zlín  
represented by Rector, Prof. Mgr. Milan Adámek, Ph.D.

(hereinafter referred to as “the employer” or “TBU”),

and

## **Basic organization of the University Trade-Union Association of Tomas Bata University in Zlín**

Included in the Company Register kept by the Regional Court in Brno, Section L, Entry 24812

Identification No.: 04698622

Registered office: nám. T. G. Masaryka 5555, 760 01 Zlín  
represented by Ing. et Ing. Jiří Konečný, Ph.D., Chairperson

(hereinafter referred to as “trade union” or “trade-union organization”)

(hereinafter also jointly referred to as “contracting parties”)

In the following wording:

## **Part I Introductory Provisions**

### **Article 1 Purpose of the Collective Agreement**

- 1.1 In accordance with the relevant legal regulations, the Collective Agreement determines individual and collective relations between the employer and employees which relate to labour-law, salary and social issues, occupational safety and hygiene, and which must be dealt with in the interest of employee rights, legitimate needs and social security.
- 1.2 The Collective Agreement has been concluded by both contracting parties in accordance with the relevant provisions of Act No. 262/2006 Coll., Labour Code, as amended (hereinafter referred to as “the Labour Code”) and other legal regulations of general binding force.

### **Article 2 Binding Force of the Collective Agreement**

- 2.1 The Collective Agreement is binding upon both contracting parties and all those employees who have established employment with the employer (hereinafter referred to as “employee”). This Collective Agreement is only appropriately applicable to employees performing work for the employer in compliance with an agreement on work performed outside regular employment, and that to the extent of the legal rights of such employees, unless explicitly agreed otherwise in this Collective Agreement.

**Part II**  
**Cooperation between the Contracting Parties**

**Article 3**  
**Common Liabilities**

The contracting parties undertake to:

- a) Refrain from discrimination due to employees' age, gender, physical disability, nationality, ethnic origin, race, skin colour, language, religion, social origin, political or other beliefs, political affiliation, membership or discharge of an office in a trade-union organization. Rights and responsibilities arising from labour-law relations and from this Collective Agreement must be exercised in accordance with good manners, rules of politeness and civil co-existence.
- b) Develop good mutual relationships in order to ensure social reconciliation.
- c) Mutually exchange and provide information on the measures and plans in preparation which may affect the interests of the second party of this contractual relationship, including the information on the internal regulations in preparation.

**Article 4**  
**Obligations of the Employer**

- 4.1 The Employer undertakes to acknowledge the trade union as a partner with respect to the vindication of rights, legitimate interests and requirements of the employees. This acknowledgement applies also to execution of the right of inspection in accordance with § 321 and § 322 of the Labour Code.
- 4.2 The Employer undertakes to respect the employees' right to free association in trade unions.
- 4.3 Depending on the space available, the Employer undertakes to provide offices with fundamental equipment for necessary operational activities of the trade-union organization to an appropriate extent, and arrange maintenance and guarantee serviceability of the necessary telecommunication tools. The offices shall be provided by the employer upon request submitted by the trade union.
- 4.4 The Employer also undertakes to ensure that all members of the trade-union organization regularly pay their membership fee via check off in favour of this organization by virtue of presentation of relevant agreements and ensure that, by virtue of a request submitted on the occasion of the annual settlement of personal income tax, these check offs paid by the members of the trade-union organization to the organization are deducted from the tax base, and that to the extent stipulated by legal regulations.
- 4.5 The Employer undertakes to enable the members of the Committee of the BO of the UTUA, within the sphere of authority of this body, to carry out inspections of the observance of labour-law regulations, occupational health and safety regulations and regulations on employment, inspection of catering provided by the employer and liabilities arising from this Collective Agreement.
- 4.6 The Employer is obliged to enable the representative of the trade union authorized in writing to discuss at a meeting of the Rector's Advisory Council those important issues to which the trade union pays attention.
- 4.7 The Employer is obliged to enable the representative of the trade union to participate

in committee activities preparing radical organizational changes and preparing changes in the remuneration policy.

## **Article 5 Obligations of the Trade Union**

- 5.1 When performing their rights, the trade union undertakes to respect the plans of the employer aiming to improve the quality of teaching and research work, economic and technological development, the level of management and employee discipline within the employer's organization, unless the organization of such plans is inconsistent with the relevant laws and with this Collective Agreement.
- 5.2 The trade union undertakes to protect employer's reputation at work as well as in the public.
- 5.3 Members of trade-union bodies shall maintain confidentiality with respect to the facts they have learned within the discharge of their office, provided that, by breaching the confidentiality, a trade secret might be violated or confidential information treated improperly in compliance with provisions of § 276 of the Labour Code.
- 5.4 The trade union is obliged to enable the employer (appointed employees) to discuss at a meeting of a trade-union body such issues to which the employer pays attention.

## **Article 6 Legal Acts Subject to Prior Consent of the Trade-Union Organization**

- 6.1 The employer is obliged to obtain the prescribed consent of the trade union in cases and in the form stipulated by the Labour Code or a special law, in particular in the following cases:
  - a) Issuance and modification of the Work Regulations (§ 306 Paragraph 4 of the Labour Code)
  - b) Determining of the schedule of leave taking (§ 217 Paragraph 1 of the Labour Code)
  - c) Termination of an employment relationship by notice given by the employer or immediate termination of employment relationship in the case of a member of a trade-union body (Committee of the BO of the UTUA or of the Audit Committee) during his/her term of office and within 1 year after its termination (§ 61 Paragraph 2 of the Labour Code)
- 6.2. The Committee the BO of the UTUA is entitled to act on behalf of the trade union in matters which require the granting of a prior consent of the trade-union organization.

## **Article 7 Right of Discussion**

- 7.1 Discussion refers to such forms of action between the employer and the relevant trade-union body during which both parties, within a reasonable period of time (usually thirty days) in advance, discuss particular issues, exchange documents, opinions and consult their attitudes with the aim of reaching consensus. The employer shall take the attitude of the relevant trade-union body into account to the extent possible.
- 7.2 The employer is obliged to discuss matters listed under § 287 Paragraph 2 and § 280 Paragraph 1 of the Labour Code with the trade-union organization.
- 7.3 In accordance with provisions of § 61 Paragraph 1 of the Labour Code, the employer is

obliged to discuss in advance with the trade union the termination by notice or immediate termination of employment given by the employer concerning employees who are not specified in Article 6 of this Collective Agreement, Clause 6.1, Letter c).

- 7.4 It is the employer who shall decide on whether it is a case of unexcused absence from work after discussing the matter with the trade-union organization (§ 348 Paragraph 3 of the Labour Code).

## **Article 8 Right to Information**

- 8.1 One party shall provide the other party with information personally, in writing, or in electronic form. In the event that one of the parties requests supplementary information or clarification of the information provided in writing or in electronic form, the other party is obliged to grant the request within 15 days of its delivery, and that in the same form.
- 8.2 The employer shall forward information listed under § 279 and 287 of Paragraph 1 of the Labour Code to the relevant trade-union body, namely:
- a) Information on concluded and terminated employment relationships, and that for each calendar month (§ 38 Paragraph 3 of the Labour Code)
  - b) Information on the development of salary policy and of salary components no less than once per year in compliance with § 287 Paragraph 1 Letter a) of the Labour Code
  - c) Information on the implementation of the H&R and social policy at TBU for the past six months and on the plans and tasks set for the following six months.
- 8.3 The employer undertakes to provide the trade-union body with the following statistical data on the amount of funding spent on extra pays and bonuses in the given period listed per component part, and that as of 15 September (for the period from 1 January to 30 June) and as of 28 February (for the period from 1 July to 31 December of the previous year):
- Total amount of extra pays provided
  - Average extra pay per employee with a workload of 100%
  - Minimum amount of extra pay
  - Maximum amount of extra pay
  - Median value of extra pay per employee with a workload of 100%
  - Total amount of bonuses paid
  - Average bonus paid per employee with a workload of 100%
  - Minimum amount of bonus
  - Maximum amount of bonus
  - Median value of bonus per employee with a workload of 100%
- 8.4 The employer shall invite an authorized representative of the trade-union body to attend work meetings of the Rector's Advisory Council.

## **Part III Working Conditions and Labour-Law Entitlements**

### **Article 9 Commencement, Alterations and Termination of an Employment Relationship**

- 9.1 Commencement, alterations and termination of an employment relationship adhere to provisions of § 33 to § 73 of the Labour Code and to the relevant TBU internal regulation, namely to the Work Regulations of Tomas Bata University in Zlín (hereinafter referred to

as “TBU Work Regulations”).

- 9.2 Both contracting parties have agreed that the optimization of the staff numbers or the composition of staff according to professions shall be approached prudently, and any changes shall be discussed with the relevant trade-union body in a timely manner.
- 9.3 The employer shall conclude labour-law relations (employment relationship, contract for services/subcontract agreement) with an employee to the maximum extent of 1.5 multiple of the stipulated weekly working hours.

## **Article 10 Working Hours**

- 10.1 Flexible working hours are applied according to the relevant legal regulation in such a manner as to act in the interest of the employer as well as of the employees.
- 10.2 In the event that working hours are irregularly scheduled, the period during which the average weekly working hours must not exceed the stipulated working hours is 52 consecutive weeks.
- 10.3 The employer can agree with the employee to shorter working hours, unless impeded by serious operational reasons.

## **Article 11 Overtime Work, Night Work and Stand-By Service (§ 93, § 94 and § 95 of the Labour Code)**

- 11.1 The period within which the total overtime work must not exceed eight hours per week on average shall be defined as 52 consecutive weeks. Senior executives are responsible for observing the overtime work limits per person and for keeping a proper record of overtime work within the scope of their competence.
- 11.2 The employer may order overtime work which immediately follows an eight-hour night shift only in exceptional cases, and that only for no more than four hours.
- 11.3 Any changes to the terms and conditions set for overtime work and the total number of overtime hours at TBU shall be specified by the employer after being agreed upon with the trade-union organization.
- 11.4 Terms and conditions set for performing overtime work and the number of overtime hours are regulated in the Labour Code. In exceptional cases, it is possible to order overtime work, and that even during an uninterrupted rest period between two shifts, or on public holidays, due to:
- a) urgent repairs,
  - b) stocktaking and closing the books,
  - c) work in continuous operations performed instead of another employee who failed to come to work on a particular shift,
  - d) work to ward off an imminent threat to life and health, during fire, natural disasters and other exceptional situations of emergency.
- 11.5 Employees who perform their work in dangerous places cannot be ordered to do more than 8 hours of overtime work within particular weeks and 150 hours of overtime work within one calendar year.
- 11.6 Night work refers to work performed between 10 p.m. and 6 a.m. (§ 78, Paragraph 1,

Letter j) of the Labour Code). The employer is obliged to:

- a) ensure that the night worker (i.e. an employee who works during the night time at least 3 hours out of his/her working time within 24 consecutive hours on average at least once per week in the period referred to in § 94 Paragraph 1 of the Labour Code) is examined by a doctor:
  - prior to the employee being classified as night worker,
  - regularly – when necessary, but no less than once per year,
  - at any time within the night work due to health problems caused by night work performed, or if requested by the employee,
- b) ensure that the workplace is equipped with first aid kits, including equipment enabling the night worker to call emergency medical assistance,
- c) observe that night work is not performed by:
  - pregnant women and mothers less than nine months postpartum,
  - employees recognized as being unfit for this work in compliance with a medical opinion,
  - juveniles, unless these are over 16 years of age and performing the work as part of job preparation not exceeding one hour of night work.

11.7 The employer may only require an employee to perform stand-by service if the employee has agreed to it.

#### **Article 12 Refund of Travel Expenses**

- 12.1 Unless otherwise stated in the Labour Code, the employer is obliged to provide the employee with reimbursement of expenses incurred by the employee in connection with the performance of work, to the extent and on terms and conditions specified under § 151 et seq. of the Labour Code.
- 12.2 The employer shall issue a TBU internal regulation specifying the particular basic rate of reimbursement of travel expenses.

#### **Article 13 Annual Leave**

- 13.1 The annual leave is regulated by the relevant provisions of the Labour Code (§ 211 et seq.).
- 13.2 Academics are entitled to 8 weeks of annual leave per calendar year; in case of R&D staff and other employees, the standard length of annual leave is 6 weeks per calendar year.
- 13.3 Acting in agreement with the relevant trade-union body, the employer may determine collective leave taking, provided this is necessary due to operational reasons.

#### **Article 14 Obstacles to Work and Other Acts for which Time Off Is Granted**

- 14.1 Terms and conditions for provision of time off and possible compensatory salary for obstacles to work are defined under § 191 to § 210 of the Labour Code and in the TBU Work Regulations. Terms and conditions set for provision of time off due to other important personal obstacles to work are regulated in the Appendix to the Government Decree No. 590/2006 Coll.
- 14.2 In the event that an employee cannot perform his/her work due to personal obstacles to

work on his/her part, the employer shall grant the employee time off without compensatory salary outside the scope of the Government Decree No. 590/2006 Coll. in the cases defined in the Appendix to this Decree, and that as follows:

- a) Death of a family member - 1 day
- b) Own wedding - 1 day
- c) Moving house - 1 day
- d) Single mothers or other single person caring for a child under 10 years of age during summer holidays, unless prevented by operational circumstances, and that by virtue of a written request submitted by the employee - 14 days

### **Article 15**

#### **Benefits Related to Industrial Injuries and Occupational Diseases**

- 15.1 The extent of compensation provided to an employee who has suffered an industrial injury or has been diagnosed with an occupational disease adheres to the provisions under § 269 et seq. of the Labour Code.
- 15.2 In case of an employee's long sickness absence due to an industrial injury (no less than 2 months), the employer shall provide the employee with an accountable advance payment of compensation for damage up to the amount of his/her average earnings. This is conditional upon conclusion of a salary deduction agreement between the employee and the employer in case that the advance payment amount provided is higher than the compensation for damage stipulated after completion of the investigation of the industrial injury.
- 15.3 Compensation for death of an employee who died as a consequence of an industrial injury or an occupational disease shall be provided to the survivors in accordance with the provisions under § 271i of the Labour Code.

### **Article 16**

#### **Trade-Union Office**

- 16.1 Employees who have been allowed to discharge their trade-union office for a short-term period of time (Chairperson of the BO, member of the BO committee or member of a higher trade-union body of the UTUA) or to attend a conference or a congress, shall be provided with time off for the period of time strictly necessary for the discharge of the office by the employer with compensation for loss of salary in the amount of their average earnings. For participation in conferences or congresses, the employer shall provide these employees with time off for the time necessary to participate in this event with compensation for loss of salary in the amount of their average earnings.
- 16.2 Other employees who attend trade-union meetings, conferences, congresses, or other trade-union events, shall be, upon the proposal of the competent trade-union body, provided with time off without compensation for loss of salary.
- 16.3 In order to enable them participate in training organized by a trade-union organization, the employer shall provide employees with time off with compensation for loss of salary in the amount of their average earnings, and that for the duration of 5 working days per calendar year, unless prevented by serious operational reasons.

### **Article 17**

#### **Complaints and Suggestions**

- 17.1 Complaints and suggestions may be submitted by working teams as well as by

employees through trade-union bodies and senior executives. The procedure for dealing with a complaint is described in particular in the TBU Work Regulations, as amended, or in the TBU Code of Ethics.

- 17.2 In the event that the dispute resulting from the employment relationship between the employer and an employee is not settled, the dispute shall be adjudicated by the court.

## **Part IV Employee Care**

### **Article 18 Occupational Healthcare**

- 18.1 The employer shall arrange an occupational health service provider for the employees (§ 103 Paragraph 1 Letter d) of the Labour Code).

### **Article 19 Recreation**

- 19.1 The recreation and training centre Portáš shall be preferentially used for recreational purposes by employees and their relatives, if not used for study-related purposes or student training.
- 19.2 The employer shall enable the employees to use the TBU sports facilities for recreational purposes by means of:
- a) sports clubs (sports unions) established at TBU,
  - b) activities of the trade union,
  - c) the Rectorate for the whole TBU,

while respecting the schedule of classes and the operational mode of the relevant sports facilities.

### **Article 20 Provision of Meals for Employees**

The employer shall:

- 20.1. Enable employees in employment relationship concluded in compliance with § 33 of the Labour Code to take meals in the TBU Refectories (TBU catering facilities). Enable employees who work at remote constituent parts to take meals in other catering facilities, which provide catering services for TBU by virtue of concluded commercial agreements or by means of meal vouchers. The employer shall enable all TBU employees to take meals during the shift, provided that they comply with the terms and conditions set for the performance of working tasks, i.e. working of shift. A shift of at least 4 hours is considered a shift for this purpose. In the event that an employee has more than one employment relationship at TBU, a shift of at least 4 hours summed up for all employment relationships is considered as a shift for this purpose. In this case, the employee is entitled to 1 meal allowance only.
- 20.2. Ensure that diet meals are offered in the TBU catering facilities – well-balanced meal No. 3, or meal No. 7 (reduced sugar, fat and frying).
- 20.3. Provide all employees with meal allowances in the TBU catering facilities; such allowances shall cover material and personal expenses (operating expenses) in



accordance with the economic analysis and proposal of the Halls of Residence and Refectory in Zlín, or in catering facilities provided by means of other entities, up to 55% of the price of one main meal within one shift, however, up to 70% of the meal allowance provided for a business travel lasting no longer than between five and twelve hours in compliance with the relevant Bursar's Directive. The amount of the allowance provided shall be equal for all component parts of TBU in Zlín. Catering provided in TBU catering facilities by means of other entities is also considered as catering provided in TBU catering facilities.

- 20.4. Enable the employees to take main meals corresponding to the number of shifts done each month in compliance with Paragraph 1; the employee is liable to observe this principle, while the employer shall supervise the observance. The claim cannot be transferred from the previous month to the following month. If the claim for the monitored period (at least twice per year) is exceeded, the meals taken by the employee beyond limit shall be charged at the full price.
- 20.5. In the event that an employee performs his/her work in a different pattern of work, in a continuous pattern of work, i.e. the allocated shift work is longer than 11 hours (12-hour working pattern), the employee working in such working patterns shall then be provided by the employer with so many main meal allowances, as are provided to an employee with evenly allocated 8-hour working pattern. In the event that the employee does less hours of work, or has a shorter working time, he/she shall then be provided with a proportionally lower number of meal allowances, or a coefficient (12-hour shift x 1.6) with the result rounded down (if this is less than 0.5) or rounded up (if this is 0.5 or more) can be used in order to determine the number of meal allowances to be provided per calendar month.
- 20.6. On the days when the Refectory is closed, the employer shall provide the employees with meal vouchers.

## **Article 21**

### **Educational Activity – Professional Development of Employees**

- 21.1 The employer shall enable the employees to upgrade their qualifications within operational limits. Qualification upgrading also refers to acquisition of qualification or an extension of qualification. In the event that such qualification upgrading is in accordance with the needs of the employer, the employer shall provide the employee with time off (relief from work) and with financial compensation in compliance with the concluded written qualification agreement whose details are included in § 234 of the Labour Code. In the event that the qualification upgrading is in the interest of the employee, the employer shall provide the employee with time off within operational limits without compensation for loss of salary.
- 21.2 The employer shall enable the employees to upgrade their qualifications necessary for their work arranged in the employment contract by means of their attendance at trainings and courses. The employer is entitled to order the employee to attend such courses, while the attendance is considered as performance of working tasks. Qualification upgrading also refers to the maintaining of skills and renewing of qualification. In the event of attendance at other courses and trainings which cannot be considered as qualification upgrading and are in the interest of the employee, the employer shall allow the employee to attend these trainings and courses by providing annual leave or time off, unless prevented in such proceeding by operational circumstances.
- 21.3 The employer shall actively encourage employees to broaden their knowledge of foreign languages.

**Article 22**  
**Occupational Safety and Health**

- 22.1 Employer responsibilities, employee rights and responsibilities and involvement of trade-union bodies in the sphere of occupational safety and health are set in the Labour Code (§ 101 to § 108) and in other legal and internal regulations related to this issue.
- 22.2 Smoking is prohibited in the employer's workplaces. The employer can impose smoking ban on all the TBU premises.
- 22.3 The employer shall provide the employees whose work requires it with personal protective equipment, washing agents and detergents free of charge and shall ensure free cleaning or repair of personal protective equipment and clothing.
- 22.4 The employer shall ensure that OSH inspections and checks aimed to see whether hygiene standards are met are carried out at all TBU constituent parts at the employer's own expense, if required by the trade union. The employer shall discuss the inspection findings with the trade union no later than 30 days of the day when the inspection was conducted and undertakes to adopt effective measures in accordance with the findings.

**Part V**  
**Employee Remuneration**

**Article 23**  
**Basic Regulation of Terms and Conditions Set for Remuneration**

- 23.1 Salary entitlement of TBU employees adheres to the TBU Salary Regulations registered with the Ministry of Education, Youth and Sports (hereinafter referred to as "Salary Regulations"), which were issued in accordance with § 17 Paragraph 1 Letter d) of Act No. 111/1998 Coll., on Higher Education Institutions and on Alterations and Amendments to Other Acts, as amended, and provisions of § 109 to § 150 of the Labour Code.
- 23.2 Remuneration and salary policy applicable to employees are further regulated in:
- a) the Government Decree No. 567/2006 Coll., on Minimum Salary, the Lowest Levels of Guaranteed Salary, on Definition of Hazardous Working Environment and on Extra Payment for Work in the Hazardous Working Environment (hereinafter referred to as "Government Decree No. 567/2006 Coll."),
  - b) provisions of § 67 and § 68 of the Labour Code regulating the provision of severance pay in case of termination of employment by notice given by the employer due to organizational changes (§ 52 Letter a) to c) of the Labour Code) or termination of employment by agreement for the same reasons.
- 23.3 The salary is payable in arrears in monthly instalments, and the payday shall be no later than the fourteenth calendar day of the following calendar month. In the event that the payday falls on Saturday, Sunday or a public holiday, the last working day preceding Saturday, Sunday or the public holiday shall be considered the payday. Salaries shall be transferred to the employees' accounts on dates specified in the contracts concluded with the relevant monetary financial institutions. The Payroll shall provide the employee at his/her own request with information on the calculation of his/her salary, or submit to him/her for viewing those documents on the basis of which the salary has been calculated.
- 23.4 Salaries are rounded up to the nearest whole crown.

- 23.5 The employer, at the request of the trade-union association, shall review and, if need be, update the current salary scales.
- 23.6 Both contracting parties confirm that they will actively and purposefully explain to employees (members of the trade union) the principles and objectives of the remuneration system applied at TBU. In order to fulfil this task, they will continue to support the activities of the working team established with equal representation of both contracting parties. The working team shall monitor the application of the remuneration system at TBU and present the findings, conclusions and suggestions to the contracting parties at a joint meeting.

#### **Article 24**

##### **Salary Scale and Salary Categories**

- 24.1 The monthly salary scale system applies to all employees (with the exemption of employees remunerated by contractual salary). Salary scales for the relevant salary categories are listed in the appendices to the Salary Regulations.
- 24.2 Individual contractual salary is provided in compliance with enactment included in the Salary Regulations.
- 24.3 The employer undertakes to ensure that each employee in a given profession, regardless of the amount of the relevant salary scale, is paid such a financial amount that enables that the employee can achieve a salary in the amount corresponding to no less than the guaranteed salary as set in the Government Decree No. 567/2006 Coll., on Minimum Salary, the Lowest Levels of Guaranteed Salary, on Definition of Hazardous Working Environment and on Extra Payment for Work in the Hazardous Working Environment.

#### **Article 25**

##### **Extra Pays, Salary for Overtime Work and Work on a Public Holiday, Premium**

- 25.1 The Salary Regulations specify terms and conditions set for provision of bonus (extra pay) for a person, premiums, bonus payment for the discharge of office and for management, bonus payment for acting as a deputy, special premium, extra pay for work on Saturday and Sunday, extra pay for split shift, salaries for overtime work, salaries for work on a public holiday, other types of salaries, remuneration for standby – as specified in § 113 to § 121 of the Labour Code.
- 25.2 The employer can provide the employee with a premium to remunerate his/her work achievements when the employee reaches the age of 50 years and on the occasion of the first termination of the employment relationship after award of disability pension or after qualifying for an old-age pension in accordance with Article 11 of the Salary Regulations.
- 25.3 An employee is entitled to the attained salary and a premium for work in the arduous working environment in the amount of 10 % of the standard rate of minimum salary (the total sum must be no less than CZK 10.00 / hour) for each arduous circumstance, in compliance with § 117 of the Labour Code and with the Government Decree No. 567/2006 Coll. In the event that the working environment crucial for the award of extra pay changes (e.g. changes in working methods, implementation of new hygiene measures, change in the work activities performed, etc.), the employer shall review the activities performed and withdraw the extra pay, provided that there are reasons for such a procedure. The employer shall check the conditions (their continuation) crucial for the award of extra pay by 1 September of each year and shall decide whether the employee is eligible for the extra pay in the following period, however, with a validity of no

more than one year.

- 25.4 An employee is entitled to the attained salary for the night work and to a premium in the amount of 10% of the average earnings per each hour of night work. The premiums or the salary shall be paid only for the work actually performed, while the employer sums up the entire period for which the relevant work was performed within the relevant calendar month.
- 25.5 Extra pays or salary provided for night work, work on Saturday and Sunday, overtime work and for work on a public holiday are added up if the terms for provision of this type of extra pays/salary have been complied with.
- 25.6 An employee whose working hours within two-shift working pattern, three-shift working pattern or continuous pattern of work are distributed by the employer in such a manner that the employee alternately performs work in morning, afternoon or night shifts shall be granted the following extra pay:
- a) An employee whose working hours are distributed in such a manner that the employee alternately performs work in morning, afternoon as well as night shift or in continuous pattern of work shall be granted an extra pay of CZK 150 to 300 per month,
  - b) An employee whose working hours are distributed in such a manner that the employee alternately performs work in morning as well as afternoon shift shall be granted an extra pay of CZK 100 to 200 per month.

When granting a particular amount of extra pay within the defined range, the employer shall take into consideration the working conditions (working environment, length of shift, etc.).

## **Article 26 Severance Pay**

- 26.1 An employee whose employment relationship is terminated by notice given by the employer for one of the reasons stated under § 52 Letter a) to c) of the Labour Code or by agreement for the same reason is entitled to receive, upon termination of the employment relationship, severance pay in the amount specified in the Labour Code.
- 26.2 The employer shall pay severance pay to the employee after termination of the employment relationship, namely on the next payday set for the salary payment, unless the employer agrees with the employee on the payment of the severance pay on another date.
- 26.3 In the event that, after termination of an employment relationship, an employee re-enters the employment relationship with TBU or starts to perform work in accordance with a Subcontract Agreement before the expiry of the period determined by the number of multiples of average earnings used for the calculation of the amount of severance pay, the employee is obliged to refund his/her severance pay or a proportional part thereof. The proportional part of the severance pay shall be determined according to the number of calendar days between the employee's termination of employment relationship and the commencement of his/her new employment.

## **Article 27 Average Earnings**

- 27.1 Average earnings for labour-law purposes shall be determined in compliance with legal

regularization included in provisions of § 351 to § 362 of the Labour Code, with the following specifications:

- Other salary shall be calculated for the period which has been determined for its calculation,
- Premiums shall be included in the trimester in which they were provided unless a longer period has been specified.

### **Article 28 Contributions to Employee Benefits**

28.1 The rules for provision of contributions to employees for supplementary pension insurance with state contribution, pension insurance contributions or leisure allowances are regulated in the Bursar's Directive "Social Fund – Creation and Use", as amended.

### **Part VI Final Provisions**

#### **Article 29**

29.1 In the event of disagreement concerning the interpretation of this Collective Agreement, the contracting parties undertake to appoint their representatives authorized to enter negotiations aimed to prevent collective conflict in terms of fulfilment of the Collective Agreement. In the event that particular provisions of this Collective Agreement are invalid, the respective rights and responsibilities shall adhere to legal regulations in force.

29.2 Alterations or amendments to this Collective Agreement can be proposed in writing by either of the contracting parties. Both contracting parties are obliged to discuss a proposal for an alteration or amendment thereto no later than within 14 days of the delivery of the proposal.

29.3 This Collective Agreement replaces the Collective Agreement concluded between the contracting parties on 24 May 2022. This Collective Agreement has been concluded for a definite period of time lasting until 31 May 2024, and comes into force and effect on 1 June 2023, except for Article 20, which comes into effect on 1 September 2023.

29.4 This Collective Agreement and any appendices thereto are binding upon all employees of TBU in Zlín.

29.5 The contracting parties undertake to commence negotiations on the possible extension of the period of validity of this Collective Agreement no later than 29 February 2024.

29.6 This Collective Agreement must be available to all TBU employees.

In Zlín on

In Zlín on

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Prof. Mgr. Milan Adámek, Ph.D.  
Rector  
Tomas Bata University in Zlín

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Ing. et Ing. Jiří Konečný, Ph.D.  
Chairperson  
BO of the UTUA of Tomas Bata University in Zlín