



SLEZSKÁ
UNIVERZITA
V OPAVĚ

Conditions of Employment No. 1/2019 of the Silesian University in Opava



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PART ONE PREAMBLE

Article 1

Introductory Provisions

- 1) The Conditions of Employment of the Silesian University in Opava (hereinafter referred to as the "Conditions") are issued on the basis of the provisions of Section 306 of Act No. 262/2006 Coll., the Labour Code, as amended (hereinafter referred to as the "Labour Code" or "LC") and is binding on the Silesian University in Opava (hereinafter referred to as the "University" or "Employer"), all its parts, employees and all persons who are in an employment relationship with it. Persons who perform work for the employer on the basis of agreements on work performed outside the employment relationship shall be subject to the Conditions of Employment only if and to the extent that individual provisions of these Conditions of Employment do not conflict with the agreement in question. In such a case, the provisions of the specific agreement shall apply, taking precedence over the Conditions of Employment.
- 1) The term Employee means all employees, regardless of whether they perform the activity of academic staff, academics, pedagogical staff, or other employees in the context of an employment relationship with the employer.
- 2) Head employees are heads of organizational units at any organizational level, who, according to Section 11 of the Labour Code entitled to determine and impose work tasks on subordinate employees, organize, manage, and control their work and give them purpose-built binding instructions to do so.
- 2) For the purposes of these Conditions of Employment, a Senior Employee is called a direct superior of the employee (usually the head of the department to which the employee is assigned).
- 3) Fundamental rights and obligations arising from the employment relationship are regulated in the employment contract or agreement on work performed outside the employment relationship.

PART TWO EMPLOYMENT

Article 2.1

Establishment of Employment

- 1) When filling vacancies, it is necessary to proceed in accordance with the Regulations of Selection Procedure of the Silesian University in Opava, which stipulates the conditions and procedure for the selection of employees for selected positions. This procedure can be used by analogy when filling other posts.
- 2) The recruitment of a new member of staff shall be carried out in cooperation with his superior and the competent secretariat in good time before the date of the employment relationship.
- 3) Before the employment starts, the applicant is obliged to submit the documents necessary for the conclusion of the employment relationship and for determining the amount of salary and its payment, at least:
 - a completed personal questionnaire,
 - a copy of the evidence of formal qualifications,
 - proof of an initial medical examination,
 - valid identity card and, in the case of foreigners, documents (permits) which, according to special regulations, are a prerequisite for their employment,

- confirmation of previous employment ("credit certificate") or confirmation of the employment office (if the hired employee was taken care in the Labour Office),
 - the identity card of the competent health insurance company with which he/she is registered,
- or other documents requested by the Human Resources and Payroll Department. In the event of repeated or additional (simultaneous) employment, the employee shall provide only the necessary documents and update the existing data.
- 4) The Senior Employee will ensure the submission of these documents to the HR and Payroll Department, including the information necessary to draw up the employment contract and payroll documents. In particular, the written proposal shall contain the following information:
 - organizational classification of the employee and the place of work,
 - type of work/function,
 - the date of entry into service,
 - the duration of the employment relationship,
 - the probationary period,
 - salary conditions.
 - 5) The necessary documents to create an employment contract and determine the salary must be processed in accordance with the Internal Salary Regulation of the Silesian University in Opava and related internal standards. The Senior Employee is responsible for their timely handover to the Human Resources and Payroll Department.
 - 6) The employment relationship shall be established by a contract of employment between the employer and the employee or appointment and shall be established on the date of entry into service. The employment contract is concluded in writing and one copy will be received by the employee. The employment contract is concluded, or the appointment is handed over at the latest on the day the employee starts work.
 - 7) Immediately after starting work, the employee is obliged to undergo training in the regulations on health and safety at work, fire protection, environmental protection.
 - 8) The employee's Senior Employee is responsible for his/her acquaintance with internal regulations and standards, in particular with the Conditions of Employment, Collective Agreement, the Statute of the Silesian University in Opava and other internal regulations and standards or legal regulations necessary for the performance of work.
 - 9) In the event that the employee is liable in the course of his/her work from the entrusted value, which he/she is obliged to account for, it is also necessary to conclude a written agreement on liability for the entrusted values at the latest with their acceptance by the employee. A superior employee is responsible for concluding a written agreement.
 - 10) Prior to the conclusion of an agreement held outside the employment relationship, the Senior Employee shall submit to the Human Resources and Payroll Department in sufficient time the documents necessary for the preparation of the relevant agreement, in particular:
 - personal data of the employee (personal questionnaire if necessary),
 - type of work/task performed,
 - the scope of the agreement (period from – to/number of hours/task),
 - method of determining and amount of remuneration (hourly wage/task),
 - the name of the person responsible for taking over the work.

Article 2.2

Changes During Employment

- 1) The content of the Employment Contract may be changed by agreement of both contracting parties, in writing, in the form of an amendment to the Employment Contract.
- 2) The basis for the preparation of the amendment to the Employment Contract is a written proposal of the Senior Employee containing a list of existing and a proposal of new data (see Article 2.1, paragraph 4) and the date of the required effectiveness of the change. The content of the change will be discussed with the employee by the Senior Employee.
- 3) During the employment relationship, the employee is obliged to immediately, but no later than within 5 working days, report to the Human Resources and Payroll Department (and submit documents) any changes in personal and other data that affect the rights and obligations from employment relationships, in particular:
 - change of name, surname, residence, or correspondence address,
 - obtaining a new qualification,
 - a change in health which may affect the performance of the work,
 - initiating criminal proceedings against him,
 - the regulation of enforcement of decisions by withholding from remuneration,
 - facts affecting sickness and pension insurance (in particular the change of health insurance company),
 - facts necessary for tax purposes (marriage, divorce, birth, or death of a family member, etc.),
 - change of bank account for sending remuneration.
- 4) In the event that the employer incurs damage caused by any change that the employee did not notify in time, the employer is entitled to demand its compensation from the employee.

Article 2.3

Termination of Employment

- 1) The employee is entitled to terminate the employment relationship by giving in the notice of termination without giving a reason. The notice of termination shall be delivered to the employer through the filing office or by handing over to the Senior Employee, in writing. The employee shall proceed in the same way in the event of termination of employment during the probationary period.
- 2) The employer may give notice to the employee only for statutory reasons and under the conditions set out in the Labour Code. When terminating the employment relationship by the employer, all the conditions set out in the Labour Code and the applicable Collective Agreement must be complied with. The proposal to terminate the employment relationship by notice of termination is submitted by the Senior Employee to the employee authorized to act in employment relationships, including supporting the relevant reasons. Written documents for the processing of the notice of termination agreed by the employee authorized to act in the employment relationship should be immediately forwarded to the Human Resources and Payroll Department, which, in cooperation with the legal department of the Rector's Office, will ensure the processing of the text of the notice. Before handing over the notice of termination to the employee, this intention must be discussed with the Trade Union Organization. The Senior Employee is responsible for handing over the notice of termination to the employee, including ensuring confirmation of its receipt.
- 3) The procedure laid down in paragraph 2 shall apply mutatis mutandis to termination of employment by immediate termination.
- 4) The employee and the employer may submit a proposal to terminate the employment by agreement. The manager of the Human Resources and Payroll Department submits the documentation for the

preparation of the termination agreement in writing, stating the required date, possible reason. If required by the employee, the termination agreement must state the reasons for termination of employment; in the event of termination of employment by agreement for the reasons specified in Section 52 (a) to c) of the Labour Code, it is mandatory to state the reasons.

- 5) Before the end of the employment relationship, the employee is obliged to:
 - to properly hand over his/her work agenda to a Senior Employee or a person designated by a Senior Employee, including related documentation and data files located in any data repositories and media managed by the employee,
 - ensure the settlement (handover, archiving, etc.) of all documentation kept in the administered agenda, including documents kept in the electronic file service system,
 - terminate or transfer access to information systems on the basis of which it is authorized to act on behalf of the University (e.g. electronic signature),
 - to sort out and transmit the values entrusted to him (cash, valuables, payment units, inventory, etc.),
 - return the received and borrowed items,
 - return the employee's card authorizing him/her to enter the premises or designated premises of the University,
 - settle his/her obligations to the employer, unless agreed otherwise,
 - undergo an exit medical examination, if required,
 - prepare a Transfer Protocol according to the requirements of the Senior Employee or this Directive.
- 6) Compliance with these requirements shall be documented by the employee by completing the Exit Sheet (form available on the intranet) on which the employees responsible for individual agendas confirm that the employee's respective obligations are settled, and the work agenda handed over, or how this will happen.
- 7) The procedure for the transfer of work agendas or the transfer of the position of a managerial employee is regulated in Article 2.4, and in the case of managerial positions occupied by appointment, in the Organisational Regulations of the Silesian University in Opava. The implementation of the full settlement of the employee's obligations to the University is the responsibility of his/her direct Senior Employee.
- 8) At the end of the employment relationship, the employee at the Human Resources and Payroll Department collects a confirmation of employment ("Working Credit Sheet") and, against signing, those documents from the employee's personal file that are subject to the provisions of a special legal regulation.
- 9) In the event that the employee, in accordance with the Labour Code, applies for a Work Report, the employer shall ensure its processing and handing over to the employee within 15 days of submitting the application. The Senior Employee is responsible for processing the content of the Work Report. A copy of the Work Report, on which the employee confirms his/her receipt, shall be placed in the employee's personal file.

Article 2.4

Transmission of Work Agendas and Functions

- 1) In the case of transferring the work agenda to another employee (change of job classification, termination of employment), the transferring employee is obliged to:

- a) inform the Senior Employee about the status of performance of the assigned tasks and provide him/her with a written list of tasks not yet completed, drawing attention to important tasks and cases where there is a risk of delay,
 - b) hand over all important documents related to the transferred work agendas and tasks, access to information systems and data repositories and other employer values entrusted to him or in his use to the designated employee,
 - c) hand over objects entrusted to him by the employer for use in connection with the performance of the agreed work, work equipment and personal protective equipment to a designated employee,
 - d) make an account of advances granted to him by the employer.
- 2) When transferring the post of a Head employee, a record shall be drawn up, which shall include:
- a) data on the function transferred (on the basis of which the function is transferred, as of the date, the exact name of the function),
 - b) personal data on the transferor and the transferee,
 - c) information on the facts referred to in paragraph 1 (a),
 - d) identified deficiencies and deficiencies in the submitted agenda,
 - e) other data according to the decision of the Senior Employee,
 - f) the date on which the office was transferred and taken over and the date on which the minutes were drawn up,
 - g) signatures of the transferring and accepting employee and their Senior Employee.
- 3) When the work agenda related to material responsibility for the entrusted values is handed over, an extraordinary inventory shall be carried out.

PART THREE OBLIGATIONS OF EMPLOYEES

Article 3.1 General Obligations of Employees

- 1) The basic obligations of employees are set out in Section 301 of the Labour Code:
- a) work properly according to his/her strength, knowledge and ability, comply with the instructions of the Senior Employees issued in accordance with the law and cooperate with other staff;
 - b) use working time and means of production to carry out the work entrusted, perform quality and timely work tasks,
 - c) comply with the laws relating to the work carried out by them; observe other provisions relating to the work carried out by them, if they have been properly informed,
 - d) properly manage the funds entrusted to them by the employer and guard and protect the property of the employer from damage, loss, destruction, and misuse, and do not act contrary to the legitimate interests of the employer.
- 2) As part of the above, the employee is obliged in particular to:
- a) keep truthful, comprehensive, and accurate records of his/her work,
 - b) continuously acquaint himself/herself with the generally binding regulations necessary for the performance of work and with the internal regulations and standards of the employer and

comply with them, as well as with the instructions of supervisors of employees and the work procedures which they were acquainted with,

- c) maintain rules of courtesy, consideration, and respect in working contact with other employees,
- d) behave and act loyally towards the employer and in such a way that his legitimate interests are not threatened,
- e) maintain the confidentiality of the facts learned in the course of his/her work and which may not be disclosed to other persons in the interest of the employer; this shall not apply if this obligation is waived by the statutory body or the Senior Employee authorized by it, unless a special legal regulation provides otherwise,
- f) refrain from the conduct that could lead to a conflict of interest between the employer and personal interests, in particular:
 - not to misuse information acquired in connection with the performance of employment for the benefit of one's own or someone else's,
 - draw attention to any potential conflict of interest arising in connection with the award of public contracts;
 - notify if he/she intends to submit a tender in the context of a public contract awarded by a university in its capacity as a statutory body.
- g) manage the funds entrusted to them by the employer properly and to guard and protect the employer's property against damage, loss, destruction, and misuse, including the consistent use of equipment, equipment, means of transport, objects and property of the employer exclusively for work, not for private purposes, and not to abuse the employment benefits provided by the University for its personal use,
- h) act economically in the consumption of material and energy, use the communication and computer technology and software of the employer exclusively to fulfil work obligations and according to the employer's instructions, maintain order and cleanliness of their workplace,
- i) at any time during the absence from the workplace, during and after working hours, consistently secure their workplace against misuse of information (in particular file documentation, files in the PC); after finishing work, lock stamps, close windows and disconnect electrical and electronic appliances, except PCs and accessories, from the network.

3) In addition, all employees are required to:

- a) maintain, deepen, or renew qualifications continuously to perform the agreed type of work, participate in training or further study designed to obtain or deepen qualifications, undergo verification of knowledge, in particular in the field of occupational health and safety and fire protection,
- b) notify the immediate Senior Employee of the facts regarding his/her health immediately, including the reasons for which he/she has lost the long-term ability to carry out the previous work (threat to occupational diseases if he/she is an employee working at night, incapacity for night work, court decisions related to the performance of work for the employer, confirming the loss of the prerequisites for the performance of the agreed work, termination of the authorization to perform certain activities, etc.),
- c) immediately, without undue delay (no later than within 3 days) notify the Senior Employee of his/her absence from work and his/her reasons (illness or other obstacles at work) or ensure this obligation through a person authorized by him/her, document these reasons with a written document,

- d) during the period of temporary incapacity to comply with the established regime, i.e., to stay at the place of stay and to comply with the time and scope of allowed outings,
 - e) immediately notify the relevant Human Resources and Payroll Department of any changes in personal data pursuant to Article 2.2,
 - f) immediately notify their Senior Employee of any deficiencies and defects that could endanger the employer's property or the safety and health of persons at work, and, in urgent cases, intervene to avert damage; also, immediately report the occurrence of a loss event,
 - g) comply with the ban on smoking in all workplaces, not to consume alcoholic beverages and not to use other addictive substances during working hours and not to start work under their influence;
 - h) in accordance with the applicable internal standard, undergo an indicative examination to determine whether he is under the influence of alcohol or other addictive substances; if the employee refuses an indicative examination or it cannot be performed, he is obliged to undergo a professional medical examination; if he refuses even a professional medical examination, he is looked at as if he were under the influence of them; a record of the result of the examination shall be forwarded by the superior to the Human Resources and Payroll Department,
 - i) comply with all obligations arising from the applicable internal standard to ensure occupational health and safety, and if necessary, in terms of the conditions of work performed, use the protective work equipment provided by the employer,
 - j) immediately notify the supervisor that:
 - the issued work instruction is in violation of legal regulations or internal regulations or standards of the employer,
 - there is a violation of the legislation or internal regulations or standards of the employer,
 - damage to health, property or the environment has occurred or is threatened, as well as defects that could lead to damage,
 - there are obstacles that prevent him/her from fulfilling the order or task imposed in a timely and proper manner.
 - k) keep records of working time in the prescribed manner,
 - l) refrain from accepting gifts or other benefits in connection with the performance of employment, with the exception of gifts or benefits provided by the employer with whom they are employed,
 - m) act impartially in decision-making and refrain from anything that could jeopardise confidence in the impartiality of decision-making.
- 4) In addition to their employment in an employment relationship, employees may pursue a gainful activity which is identical to the subject of the university's activities only with the prior written consent of the employer. These restrictions do not apply to the performance of scientific, pedagogical, journalistic, literary and artistic activities.

Article 3.2

Duties of Senior Employees

- 1) Under Section 302 of the Labour Code, managerial staff is also obliged to:
 - a) manage and control the work of subordinate employees and evaluate their work performance and work results,
 - b) organize work as best as possible,
 - c) create favourable working conditions and ensure safety and health at work,

- d) ensure the remuneration of employees,
 - e) create conditions for raising the professional level of employees,
 - f) ensure compliance with legal and internal regulations,
 - g) ensure that measures are taken to protect the employer's assets.
- 2) As part of this, the managerial staff is obliged, among other things:
- a) ensure that the employee is acquainted with legal regulations, internal regulations and standards and other requirements related to their work, to occupational health and safety and fire protection, to work with technical devices, machines, tools and tools and provide them with the necessary work equipment (literature, regulations, etc.),
 - b) regularly check compliance with these regulations and conditions and the performance of work tasks,
 - c) within the scope of his/her powers to ensure or participate in the exercise of internal financial control,
 - d) ensure that the workplace (computer technology) is equipped only with such software that serves the performance of work tasks, which has been acquired and used in accordance with the relevant business contracts and license terms,
 - e) ensure that employees do not misuse the employer's facilities, including computing and information media, for personal purposes.

Article 3.3

Obligations of Academic, Scientific and Research Employees

- 1) Academic employees shall, in addition to the obligations laid down in the general legislation and these Conditions of Employment, be obliged to:
- perform educational activities and work continuously in their field of science,
 - perform the tasks arising from their participation in or membership of the professional or management bodies or committees of the Silesian University,
 - provide additional tasks related to educational, scientific, research, development, and innovation, artistic or other creative activities (hereinafter referred to as "creative activity").
- 2) In addition to the obligations laid down in the general legislation and these Conditions of Employment, researchers are obliged to:
- develop their creative activities in order to develop the field and fulfil the scientific policy of the Silesian University,
 - regularly present the results of their creative activity to the Senior Employee for evaluation and publish the results of their work,
 - cooperate with academics in creative and educational work,
 - carry out other tasks related to creative activities.

Article 3.4

Health and Safety at Work

Each employee is obliged to take care of his/her safety, health as well as the safety and health of persons who are directly affected by his/her actions. Knowledge of the employer's regulations and requirements to ensure occupational health and safety is an integral and permanent part of the employee's qualification requirements. The specific conditions and procedures for ensuring health and safety at work shall be determined by the Rector by an internal standard.

Article 3.5
Infringement of Legal Obligations Arising from Legal Regulations

- 1) Infringement of obligations arising from legal regulations related to the work performed by the employee (hereinafter referred to as "violation of obligations") means a violation of obligations imposed on the employee by legal regulations, in particular the Labour Code, internal regulations of the employer, Employment Contract, or other contract and binding instructions (orders) of Head employees.
- 2) The degree of seriousness of the breach of the obligation is assessed by the employer taking into account the circumstances in which the breach of the work obligation occurred and the consequences caused by the specific breach of the work obligation, i.e. in terms of intensity, taking into account all the circumstances of the case (the person of the employee and his/her work results, time and situation in which the breach of the obligation occurred, etc.).
- 3) In particular, the following may be considered to be serious infringements:
 - a) committing an intentional crime or offence in connection with the performance of work,
 - b) the theft of property from the employer's property (as well as the property of another employee, student or guest of the University) or unauthorized disposal of such property (e.g. unauthorized use of a company car or other property of the employer of higher value for personal use in violation of applicable internal standards, or its unauthorized leaving outside the employer's premises, or the use of unauthorized or unlicensed software) or its intentional damage,
 - c) breach of the obligation of confidentiality in connection with the performance of work (in particular unauthorized discovery and transfer of information about the employer's activities, private and personal matters of employees and about students' matters to third parties),
 - d) conduct that may be classified as a conflict of personal interest of the employee with the interests of the employer, i.e. misuse of information acquired in connection with the performance of employment for the benefit of oneself or someone else (includes, but is not limited to, copying, burning or other transmission of electronic information of the employer stored in electronic form or physical documents for one's own use or use for any purpose other than the performance of work, unauthorized handling of data and documents related to the activity of the employer and/or its employees or students),
 - e) pursuit of a profitable activity identical to the subject of the employer's activity without its prior written consent (does not apply to the pursuit of scientific, pedagogical, journalistic, literary and artistic activities),
 - f) consumption of alcoholic beverages and other narcotic substances during working hours and entry into the workplace under the influence of these substances, refusal to undergo an orientation breath test and, if necessary, a medical examination in order to determine whether the employee is under the influence of alcohol or addictive substances,
 - g) failure to comply with the established work regime of a temporarily incapacitated insured person during the period of temporary incapacity for work,
 - h) unjustified absence from work for 3 days or more, repeated use of working hours to sort out personal matters without the prior consent of the employer or arbitrary leaving the workplace during working hours,
 - i) conduct of the employee which, due to his reckless or ill-considered approach, could cause damage to the employer's property, the health of employees or third parties.

PART FOUR WORKING HOURS, OVERTIME AND OBSTACLES AT WORK

Article 4.1

Duration, Distribution and Use of Working Time

- 1) The working time is 40 hours per week, and in justified cases a shorter working time may be agreed with the employee.
- 2) The working hours and working arrangements are decided by the Rector, the Dean, or the Director of the Higher Education Institute within the scope of their competence. As part of this, taking into account the needs of the workplace (operation) and the nature of the work performed, it shall determine:
 - schedule of working time for academic staff, i.e. the minimum scope of working time when the academic staff is obliged to perform work at the workplace, both for the performance of direct pedagogical activities (according to the teaching schedule, specified consultation hours, examination plan, etc.), as well as for the performance of other activities related to the work tasks of the workplace according to the decision of the superior (meetings, events for the public, etc.); the scope of this time may also be determined, for example, as the minimum proportion of working time or the number of hours that must be performed at the workplace,
 - distribution of working time of scientific, pedagogical, and other employees (regular distribution of working time with fixed start of work shifts, shift operation, flexible distribution of working time, individual work schedule, etc.),
 - conditions for an individual work regime.
- 3) The academic employee shall be entitled to carry out work for which they are not required to schedule working time in accordance with paragraph 2, at the working time they schedule and at a place they designate.
- 4) For the organization of work outside the employer's workplace, ensuring an adequate working environment and compliance with the working conditions set out in the Labour Code (e.g., length of working time (max. 12 hours), breaks at work, the length of continuous rest between shifts, etc.) is the responsibility of the academic worker. Costs incurred in connection with work outside the workplace are not considered to be costs incurred in connection with the performance of dependent work and are covered by an academic staff member. Under Section 302 of the Labour Code, a Senior Employee has the right to request the preparation of an academic employee's work plan for a specified period or an evaluation of his/her work activity, in particular for the time that the academic employee schedules himself/herself.
- 5) In the event that some parts of the University or Rector's Office are subject to a different work regime than an even distribution of working time with fixed start of working shifts, the Rector, Dean or Director of the Higher Education Institute individually or internally shall determine the rules for the distribution of working time and the group of employees to which the given work regime applies. When scheduling working hours, the conditions set out in the Labour Code must be maintained (e.g. the length of continuous rest between shifts, etc.) and the monthly working time fund (average weekly working hours) must be fulfilled for these working modes during each calendar month.
- 6) For academics, employees working in flexible work schedules and employees with individual work schedules, for the assessment of entitlements to:
 - travel expenses during a business trip,
 - reimbursement of salary when taking leave,
 - cash benefits in accordance with the provisions on sickness insurance applicable to the employee in the event of important personal obstacles at work,

- leave of absence on whole days due to an obstacle on the part of the employee,
- night, Saturday, Sunday, and holiday allowances,

establishes the initial work shift, Monday - Friday from 7:00 to 15:30. (during full-time work and including breaks for food and rest; during shorter working hours, the initial work shift is reduced proportionately according to the length of the agreed shorter working hours).

- 7) Likewise, obstacles to work on the part of both the employer and the employee shall be considered as work performance for the employees referred to in paragraph 6 to the extent that they have intervened in the initial work shift, with the exception of the flexible working time schedule, where obstacles to work on the part of the employee shall be considered as work performance only to the extent that they have necessarily intervened in the basic working time (to the extent that they have intervened in the optional working time, they shall not be considered as work performance and no wage compensation shall be granted for them).
- 8) After a maximum of six hours of continuous work, a 30-minute meal and rest break is provided. This break is not counted as working time and there is no wage or wage compensation. Any additional meal and rest breaks provided by the employer are also not included in working hours and are not provided at the beginning and end of the shift.
- 9) The method of reporting working time is determined by the Rector by an internal standard.
- 10) Failure to observe working hours can be considered an unjustified absence. Unjustified absence is a reason for reducing holidays and paying some obstacles at work.
- 11) Upon written request, the employer may exceptionally grant the employee time off without compensation of wages (so-called unpaid leave), provided that he has already taken regular leave to recover. Prior to granting the unpaid leave, the manager is obliged to conclude a written agreement with the employee on the payment of an amount corresponding to the insurance premium that the employer is obliged to pay for the employee for health insurance during the period during which the employee has been granted the leave without pay, and on the method of payment of this amount, and to hand over this agreement to the Human Resources and Payroll Department.
- 12) Every employee is obliged to use working hours efficiently and effectively.

Article 4.2 Overtime Work

- 1) Overtime work is only performed if the employee performs work beyond the specified weekly working time resulting from the predetermined work schedule and outside the work shift schedule, solely on the order of the employee's Senior Employee or with his consent. There must be serious operational reasons for ordering overtime. Overtime work may not be ordered to academics to perform work for which there is no work schedule.
- 2) The overtime work ordered by the employer to individual employees may not be more than 8 hours per week and at the same time, in the annual total, more than 150 hours per calendar year. The maximum limit for the entire scope of overtime work, which may be performed with the consent of the employee, is set by the Collective Agreement. The number of hours of maximum permissible overtime work per calendar year does not include overtime work for which the employee has been granted compensatory leave.
- 3) For employees who have agreed shorter working hours ("part-time"), overtime is work exceeding the statutory weekly working hours (i.e., 40 hours per week); these employees cannot be ordered to work overtime.
- 4) Overtime work is not involved if the employee works off work leave provided by the employer at his request.

Article 4.3
Obstacles to Work

- 1) If an obstacle to work arises on the part of the employee, he/she is obliged to ask the Senior Employee in advance for the granting of time off work. If the employee is not aware of the obstacle at work in advance, he/she is obliged to inform the employer (his/her superior) about it without undue delay and communicate the expected duration of it.
- 2) The employee proves the obstacle at work and its duration by a confirmation, pass, proof of incapacity for work, etc., unless the proof of this fact is regulated by a special regulation.
- 3) The conditions for granting time off from work and any compensation for obstacles to work due to the general interest, training and studies at work are set out in Sections 200 to 205 of the Labour Code. The conditions for granting time off work for important obstacles at work are regulated in Sections 191 to 199 and Section 206 of the Labour Code and Government Regulation No. 590/2006 Coll., which determines the scope and extent of other important personal obstacles at work.
- 4) The conditions in the event of obstacles to work on the part of the employer are set out in Sections 207 to 210 of the Labour Code.

PART FIVE
LIABILITY FOR MATERIAL AND NON-MATERIAL DAMAGE

Article 5.1
Liability of the Employee

- 1) Each employee is obliged to act in such a way that there is no property damage (hereinafter referred to as "damage"), no property damage or unjust enrichment. If action is urgently needed to avert damage to the employer, the employee is obliged to intervene; he/she need not do so if an important circumstance prevents him/her from doing so or if he/she would expose himself/herself or other employees, or a close person, to serious danger.
- 2) In the event that the employee causes damage to the employer through a culpable breach of duties in the performance of work tasks or in direct connection with it, the employee is obliged to compensate it to the employer. Except in cases where an agreement on liability for entrusted values has been concluded with the employee or in case of loss of entrusted items, the employer must prove the fault of the employee.
- 3) If, in the course of his work, the employee has the opportunity to personally dispose of cash, valuables, goods, inventories of material or other values that are the subject of turnover or circulation, for the entire period during which they were entrusted to him, he must conclude a written agreement on liability for the entrusted values before taking them over, and any deficit arising on these values is obliged to compensate the employer in full.
- 4) All conditions and obligations of the employee and the employer regarding liability for damages and their compensation are set out in the Labour Code, Part 11. The Rector establishes a specific procedure for the management of property and for reporting, discussing, and applying compensation for damage caused by employers.
- 5) The basic liability of employees for damage caused to third parties in connection with the performance of work is ensured by the employer by concluding an insurance, the scope of which is available on the intranet. Coverage of liability for damage beyond the scope of this insurance, or liability for damage caused in connection with the performance of work by the employer, can be arranged only individually based on the employee's decision and at his expense.

Article 5.2
Compensation for Damage Caused by the Employer's Liability

- 1) Claims for damage incurred by the staff member in the course of or in direct connection with the performance of his duties shall be made by the staff member through his Senior Employee.
- 2) As part of the employer's liability for damage to things that employees usually wear to work (hereinafter referred to as "personal items"), the employee is entitled to compensation for damage to:
 - coats and personal belongings stored in a place designated or customary for this purpose,
 - other things that employees usually do not carry to work (larger amounts of money, jewellery, electronic devices, or other valuables) only up to the amount of CZK 10,000, unless the employer took them into special custody; then he is responsible for these things without limitation.
- 3) The place designated for the storage of the employee's personal belongings is usually a wardrobe in the office or another place that is not publicly accessible.
- 4) The request for compensation shall be made in writing to the employee's superior, in the case of damage to personal items no later than 15 days from the day on which he/she learned about the damage. In the written request for compensation for the damage suffered, the employee shall indicate all circumstances decisive for the objective assessment of the case, in particular:
 - when, where and under what circumstances the damage occurred,
 - a description of the damage or item that has been lost, damaged, or destroyed,
 - the amount claimed as compensation for the damage suffered,
 - evidence that the damage occurred,
 - evidence to prove the value of the damage or item (e.g., proof of purchase).
- 5) The Senior Employee shall examine these facts and, if he/she considers the request to be justified, add his/her comments to the request. The claim for damages must be submitted to the Economic and Accounting Rector's Office for examination of the possibility of claiming damages against the insurance company before its settlement.
- 6) The procedure for claiming compensation for damage caused by an accident at work or occupational disease is regulated by an internal standard.

PART SIX
OTHER AND FINAL PROVISIONS

Article 6.1
Employee ID Cards

- 1) The Employee ID Card serves to prove the employment relationship of persons with the University and the resulting authorizations, e.g., to enter the buildings, classrooms, and libraries of the University or to identify persons moving around the University.
- 2) The Employee ID Card shall contain:
 - the employer's identification data,
 - identification number of the card/employee,
 - the name, surname, and photograph of the employee,
 - date of issue.
- 3) The Employee ID Card agenda shall be maintained by the Information Technology Centre (CIT), which shall in this context:

- issue Employee ID Cards,
 - keep their records,
 - takes over the card from employees whose employment has been terminated,
 - ensures the disposal of returned ID cards.
- 4) Employees are obliged to keep the received ID cards safely and prevent their misuse by unauthorized persons. Upon termination of employment, each employee is obliged to deliver the card to the responsible employee.
 - 5) In the event of loss, damage, destruction or theft of the card, the employee is obliged to notify the responsible CIT employee without undue delay, who will then terminate the validity of such card and issue a new employee card to the employee.

Article 6.2

Personal Rights of Employees

- 1) In accordance with Section 316 of the Labour Code, in order to protect their property interests, the employer introduces the following control mechanisms at the workplace:
 - a) in order to protect the property, open monitoring of the common areas of the university is carried out in the form of video monitoring associated with the recording, in particular entrances to buildings, staircases, halls, corridors and cellars,
 - b) for workplaces with a special nature of work – cash registers, open monitoring is carried out for safety reasons within the scope specified in paragraph (a) directly in the area of this workplace,
 - c) In the case of service vehicles, GPS tracking of vehicles may be carried out to check their operation.
- 2) The data and records collected shall be kept in the operational units of the components, the extent of the data to be retained in the long term, and the range of persons authorized to access and to carry out controls, shall be determined by the Senior Employee authorized to act in employment relationships; at the same time, the manager shall ensure that appropriate security measures are taken to prevent unauthorized access to the stored information.

Article 6.3

Service of Documents

The documents of the employer relating to the establishment and termination of the employment relationship or the creation, modification, or termination of the obligations of the employee arising from the employment contract shall be served by the staff member in his own hands. The documents are served by the employer to the employee at the workplace, in his apartment or anywhere he is caught. If this is not possible, the document may be delivered by the holder of the postal license as a recommended consignment with the delivery note and the note ‘in his own hands’.

Article 6. 2

Final Provisions

- 1) When implementing measures under the Conditions of Employment, they must be negotiated in accordance with the arrangement of the applicable Collective Agreement.
- 2) The employer will publish the Labour Code on the University intranet; in writing the Labour Code will be available in the Human Resources and Payroll Department. Employees who do not have the intranet access set up will be provided by their manager to make the Conditions of Employment available in writing.

- 3) All employees must be demonstrably familiar with the Conditions of Employment, its changes and supplements; this is the responsibility of the Senior Employee.
- 4) All staff, including all Senior Employees at the various levels of management, shall comply with the obligations laid down in the Conditions of Employment and shall be responsible for monitoring compliance with the Conditions of Employment.
- 5) Legal acts and decisions under the relevant provisions of the Conditions of Employment shall be taken by the Senior Employees to the extent of his/her powers under the Statute, internal rules and standards and general binding legislation.
- 6) The rights and obligations of the employer or employee arising from the legal facts or circumstances arising before the date of entry into force of the Conditions of Employment shall be assessed according to the current Conditions of Employment, internal regulations, and standards of the Silesian University applicable on the date on which the relevant legal reality or circumstance occurred.
- 7) The Conditions of Employment were approved by the Coordinating Union of the Basic Organizations of the Higher Trade Union of the Silesian University on 11 December 2019.
- 8) By issuing these Conditions of Employment, the Rector's Directive No. is repealed 17/2014.
- 9) These Conditions of Employment shall enter into force on the date of registration and shall enter into force on 1 January 2020.

In Opava, date: 11 December 2019

doc. Ing. Pavel Tuleja, Ph.D.
Rector

Part of the University:	Rector's Office
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