

Univerzita Hradec Králové

2020 – 2022

**COLLECTIVE BARGAINING
AGREEMENT**



University of Hradec Králové

(hereinafter the UHK), represented by prof. Ing. Kamil Kuča, Ph.D., the Rector,
(hereinafter the Employer)

and

**Local Organisation of the Tertiary Education Trade Unions
at the University of Hradec Králové**

(hereinafter the ZO VOS), represented by the ZO VOS Board (hereinafter the VZO VOS)
and Mgr. Josef Lounek, Ph.D., the Chairman,

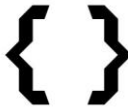
make this 2020-2022 Collective Bargaining Agreement.

Part I. Introductory Provisions

1. This Collective Bargaining Agreement regulates the working and employment conditions of employees of the University of Hradec Králové, their entitlements resulting from employment as specified in Act No. 262/2006 Sb. (the Labour Code) and related regulations (hereinafter LC), relations between the Employer and employees and between the Employer and the Trade Unions.
2. This Collective Bargaining Agreement was made for the period of from 1 January 2020 till 31 December 2022. The obligations from which entitlements arise to the individual employees, however, shall be effective till the day of the next collective bargaining agreement becoming effective but not later than by 31 March 2023.
3. Should the generally binding legal regulations relating the content of collective bargaining agreements be changed during the Collective Bargaining Agreement validity, the Collective Bargaining Agreement will be amended in writing upon mutual consent of both Contracting Parties. The Contracting Parties undertake to discuss written proposals to amend this Collective Bargaining Agreement within 14 days from their submission.
4. The Contracting Parties undertake to maintain, on the basis of this Collective Bargaining Agreement, social stability and provide the required social and economic information to each other.

Part II. Relations between the Employer and the Trade Unions

1. The Local Organisation of the Tertiary Education Trade Unions at the University of Hradec Králové represents the UHK employees at negotiations with the Employer and has the status of a party to employment relationship as per sections 276-280 LC. It has the right to information and negotiations, particularly in order to reach consent.
2. The Employer undertakes to inform the Trade Unions particularly about the intended structural changes and about rationalisation or organizational measures relating the UHK parts, departments, divisions or worksites as a whole, and, upon request, to inform about the development of employment. The Employer shall particularly discuss with the Trade Unions measures related to collective redundancy and matters related to the occupational safety and health in the extent specified by LC.



3. In order to discuss the staff reduction due to organizational changes, the Employer shall submit in writing to the Trade Unions the reason for the change of organization and possibilities of the employees' future employment at the UHK.
4. The Employer shall allow the ZO VOS officials, Trade Unions representatives at individual worksites and listed members of ZO VOS commissions to perform, when necessary, their duties resulting herefrom, exceptionally even during the working hours provided that they will meet their work duties according to instructions of the worksite head.
5. The ZO VOS officials and members of ZO VOS commissions will be allowed to use the University office, computer, reprographic and telecommunication equipment and postal services to the extent necessary for their office discharge. The Employer shall provide from the Rectorate operational resources and according to his operational capacity material (including the print consumables) and an appropriately equipped room for the Trade Unions activity and meetings in agreed extent.
6. The Employer shall not ask for wage reimbursement for the Trade Unions officials' activity related directly to the Trade Unions tasks fulfilment, and also in case of participation at the Tertiary Education Trade Unions meetings provided that the conditions specified in point 4 above are met.
7. Upon request, the Employer shall inform the VZO VOS about the number of all University employees, their positions and changes; however, not more often than once per calendar year. The Employer shall also provide specific background information for the VZO VOS meetings or decision making.
8. The Employer shall deduct the membership fees from the wage of the Trade Unions members according to instructions given to him by the ZO VOS treasurer once in a month when wages are paid and send immediately to the Trade Unions account No. **1080060349/0800** after the responsible payroll clerk's approval. The Trade Unions shall provide for written consent of their members with the fees deduction. The Employer shall send a monthly list of employees to whom the fee was deducted to the ZO VOS chairman within the 15th day of the following month. After the end of the tax period, the Employer shall deduct the membership fees to employees who are Trade Unions members from the tax base as per section 15 (14) of Act No. 586/1992 Sb., on the income taxes as amended. Within the meaning of these agreements, the Employer further undertakes to provide the authorized representative of the VZO VOS information required to verify the correctness of such feed provided that the employees affected give their written consent
9. The Employer shall, under an agreement, allow the Trade Unions officials and officials and personnel of a superior Trade Unions body to enter the worksite when checking the compliance with the labour and wage regulations, employment and boarding regulations and/or the compliance with the obligations resulting herefrom. The Employer shall allow the above mentioned personnel to check the occupational safety and health regulations and enter the worksite even without a previous agreement.
10. The Employer shall allow the ZO VOS to use the agreed means to inform their members and all the UHK employees, i.e. special notice boards in the UHK buildings and ZO VOS website administered by the ZO VOS.
11. The Rector may allow the authorized representative of the ZO VOS to discuss at the Rector's Advisory Council matters in which the ZO VOS is interested. The Employer shall also consider the ZO VOS representative participation in committees preparing principal organizational changes and changes of the remuneration system.



12. The ZO VOS shall respect the Employer's operational needs, protect his reputation both at the worksite and in the public, and shall allow the Employer (appointed employees) to discuss at the ZO VOS meeting matters in which the Employer is interested. The ZO VOS shall inform the Employer of the dates of the ZO VOS Board meetings.
13. The Employer and the ZO VOS shall, if necessary, inform each other of their essential negotiations particularly with the state administration authorities about the employees' interests and/or of their initiatives in this regard.
14. The ZO VOS undertakes to negotiate with the Employer and remove any potential defects if the state control authorities challenge the agreed provisions of the Collective Bargaining Agreement including its annexes.

Part III. Procedure of dealing with employees' suggestions and complaints

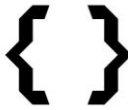
1. The employees' written suggestions and complaints relating the labour and social matters resulting from employment at the UHK shall be discussed at first by the employee's superior. The ZO VOS representative may be present, if necessary (his/her participation may be requested by both the employee and the Employer). Minutes of the discussion shall be drawn and signed by all participants.
2. Should they fail to reach agreement, the employee shall pass the minutes for solution to the organization top management and the VZO VOS within 5 working days. They are obliged to give their opinion to the problem specified in the minutes within 30 days and inform the employee within this period of time.
3. The Employer shall allow the VZO VOS representative and/or an official of a higher Trade Unions body to be present at a discussion as per paragraph 1 above.
4. Labour disputes relating the employees' rights and duties resulting from the labour or related regulations and disputes on fulfilment of obligations from this Collective Bargaining Agreement entitling the individual employees shall be solved by the competent court.

Part IV. Labour-law entitlements and conditions

1. The Employer shall discuss with the VZO VOS, when needed and unless the Rector's Advisory Council discusses so in presence of the ZO VOS representative, the principal issues relating the care for the UHK employees, creation of conditions for work performance by all employees, especially those who take care for little children and those with disabilities, compliance with the conditions of occupational hygiene, and working environment hygiene.
2. When providing the leave, the Employer shall take account of the employees' legitimate interests, particularly in parents of children of compulsory school age are concerned.
3. The Employer undertakes to provide the non-teaching staff 2 weeks of extended leave in addition to their statutory entitlement (see section 213 (1) LC). However, the overall yearly leave shall not exceed 6 weeks.
4. By the end of June at the latest, the Employer shall determine a written schedule of leaves for the whole calendar year in accordance with section 217 (1) LC.
5. In July and August, the Employer shall determine 4-week holiday taking by the academic staff and 3-week holiday taking by the non-teaching staff.



6. Justified exceptions may be approved by the Rector, Dean or their direct inferiors.
7. Each parent who takes provably care for a child under 15 years of age may ask the worksite head for one day of unpaid leave in a month. The head shall grant such leave according to the worksite possibilities and situation. The untaken day of leave may not be transferred to the next month.
8. Each parent who takes provably care for a child under 15 years of age may ask for maximum 10 days of unpaid leave during the summer holidays. This entitlement shall be subject to previous taking of the proportionate (aliquot) part of the normal leave. Such leave can be taken upon agreement with the worksite head.
9. Every UHK employee will be allowed, upon agreement with his/her worksite head and in accordance with the operational conditions, to take the leave during the spring holidays if his/her family includes at least one child of compulsory school age and under the age of 15 of whom the employee takes care provably.
10. Working hours at the UHK are divided in a five-day work week: the working hours are 40 hours weekly in one-shift operation and 37.5 hours weekly in three-shift and continuous operation. The Employer shall allow working parents, particularly parents of children up to the age of 12, adjustment of working hours depending on each worksite possibilities. The Employer may allow the working hours adjustment to other employees as well, for example, due to commuting, disability, care for a disabled person or person with a long-standing illness, or in case of specific operational conditions of the worksite. The working hours adjustment of faculty employees and the Rector's Office employees shall be approved by the faculty Dean and the UHK Rector, respectively, within the meaning of section 24 of Act No. 111/1998 Sb., on higher education institutions.
11. Working hours of the academic staff shall be governed by the relevant provisions of the Labour Code and the UHK implementing decrees.
12. The overall extent of required overtime work may not exceed the average of 8 hours weekly in one calendar year.
13. During the unpaid leave, the employee him-/herself shall pay full health insurance from his/her own financial means. In an exceptional situation and hardship for reasons which may not be ascribed to the employee, the employee may ask the Dean or the Bursar for such insurance payment by the Employer.
14. The working hours recording is regulated by the Labour Code and the UHK implementing decrees.
15. The Employer undertakes that before making an employment contract with an individual, he will acquaint him/her, beyond the provisions of section 31 LC, with the valid collective bargaining agreement.
16. If a new job position is created, or if a previously created job position becomes vacant, the Employer shall offer it preferentially to those employees whose employment contract is to be terminated due to organizational reasons (e.g. their notice period runs, or an agreement on employment termination with a later date of termination has been made). Fulfilment of this obligation is conditioned by the employee's qualification for such new job position. This provision shall not apply to such positions to which the employee is appointed on the basis of a competitive hiring process.
17. The Employer shall, upon agreement with the ZO VOS, create (as per section 224 (1) LC) appropriate conditions for their work tasks fulfilment and for proper and safe work resulting from their employment contract.



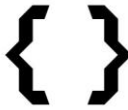
18. The Employer shall allow the employee to have at least one 30-minute break for meals and rest after maximum 6 hours of continuous work (as per section 88 LC).

Part V. Jobs safeguarding

1. The Employer shall notify the VZO VOS in writing of the intended organizational changes as per section 52 LC at least one month in advance before such changes adoption. The changes shall be discussed by the Employer and the VZO VOS without any undue delay upon the Employer's request. Minutes shall be drawn about the discussion. The VZO VOS undertakes to keep confidential the facts relating the discussed organizational change.
2. This paragraph does not apply to termination of an employment contract made for a definite period of time. The Employer undertakes to inform the employee with whom he made employment contract for a definite period of time (if the Employer does not want to extend it) at least 3 months before the end of such employment contract validity.
3. The interested UHK employees will be allowed upon the worksite head's consent (which will also include their schedule adjustment) to participate in specialized tuition provided by departments (e.g. language courses, computer courses, professional training) and will be allowed to use the spare capacity of the UHK sport areas. Such tuition is free of charge for the employees; they shall pay direct expenses related to the course organization only.
4. The Employer's top managers shall create favourable working conditions for the employees' professional level upgrading as per sections 227-233 LC.
5. The Employer may make a qualification agreement with the employee as per section 234 LC.
6. The Employer shall ensure that both the academic and non-academic staff will be given job tasks and activities corresponding to their employment category (Article 6 and Annex 2 to the UHK Wages Regulations (hereinafter the UHK SR)). The tasks given to the employee beyond the relevant category shall be discussed individually with the employee in advance and remuneration for them shall also be discussed.
7. In case an UHK employee is to be transferred to a lower category and/or wage group, the Employer shall discuss it with the employee individually (in presence of a Trade Unions official if the employee requires so).
8. The employee who gets a notice of termination for reasons specified in section 52 (a)-(c) LC, or whose employment contract is terminated by agreement for the same reasons, may be given redundancy payment from the Employer after the employment termination. Such redundancy payment may reach up to the five times the employee's average wage.
9. The Employer undertakes to deliver a written notification of employment termination during the probation period generally at least 5 working days in advance.

Part IV. Wage and wage conditions

1. The Employer undertakes he will inform the Trade Unions of the average wage (salary) development and of its individual components, including the division according to the individual profession groups. He shall provide written information within the deadlines agreed with the ZO VOS.



2. The pay days shall be determined every year by a payment schedule. The pay day shall be the 14th calendar day of the following month at the latest. The pay days of wages paid by bank transfer and in cash can differ depending on the wage processing. If the pay day is to be Friday, Saturday or Sunday, the wage shall be paid on Thursday.
3. Every employee shall get, on the 3rd working day after his/her work commencement at the latest, his/her employment contract specifying his/her job description, his/her wage determination specifying the wage rate (class, grade), amount of his/her personal supplementary allowance, management premium, and allowance for shift work. The wage determination shall be signed by the responsible official. The Employer shall inform the employee of any change of his/her wage determination in writing within 30 days from the decision.
4. Wage provision to the employees shall be governed by the UHK SR. Any changes of the UHK SR shall be performed by the Employer in accordance with section 287 LC after discussing them by the Trade Unions.
5. All rewarded employees shall be notified of reasons for giving them their personal supplementary allowance or reward according to the valid and published rules.
6. The Employer shall create, according to his capacities, organizational and economic conditions of support to safeguard properly the doctoral degree programmes and the procedure for granting associate professorship and full professorship. If an employee works full time, he/she is given a one-time remuneration of CZK 15,000 at least when he/she obtains the Ph.D. title, CZK 30,000 when he/she completes the procedure to attain the associate professorship, and CZK 45,000 when he is appointed professor, from the means of his/her basic worksite.
7. The Employer undertakes to discuss with the ZO VOS, upon the ZO VOS request, adjustments of wage rates in order to increase the wages in relation to the wage development in the Czech Republic.
8. The Employer undertakes to comply, in all UHK employees, with the government decree No. 273/2018 Sb. by which the government decree No. 567/2006 Sb. has been amended, on minimum wage, lowest guaranteed wage, definition of heavy work environment and on the amount of the fee for work in heavy environment, as amended.

Part VII. Occupational health and safety

1. All measures to safeguard the occupational health and safety shall be taken by the Employer in cooperation with the Trade Unions. Upon request, the Employer shall provide data about all operational accidents, emergencies and work- and school-related accidents to the Trade Unions. The Employer shall, according to section 108 (5) LC, perform annual occupational health and safety inspections in presence of an authorized VOS representative. The Employer undertakes to check with the VZO VOS the compliance with the adopted measures within two months from the inspection.
2. The Employer shall safeguard personal protective equipment and basic sanitary articles for the employees in accordance with section 104 LC. The list shall be specified in a Bursar's directive.
3. The employees shall participate in solution of issues related to the occupational health and safety through the Trade Unions (section 108 (1) LC).
4. The Employer shall make accessible to the Trade Unions, among others, documents recording and reporting work-related accidents and recognized occupational diseases.



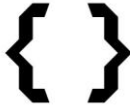
5. The Employer shall:
 - a. Perform or ensure measurement of intensity of activity of factors detrimental to the work environment; he shall acquaint the ZO VOS with the measurement results and, in case of need, he shall remedy the situation;
 - b. Pay continuous attention to the fulfilment of measures aimed at reduction of detrimental effects on the work-related and living environment and the employees' safety;
 - c. Check and supplement regularly the content of first-aid boxes with the required first-aid material;
 - d. Install, check regularly and exchange fire extinguishers at the worksites.

Part VIII. Social conditions of employees

1. The Employer shall allow boarding and rest periods as per the Labour Code.
2. Material and personnel costs of one meal shall be paid by the Employer for all the UHK employees during their work. The employees' boarding allowance may reach maximum 55% of the meal voucher sale price.
3. The Employer's representative authorized by the Rector shall negotiate placement of the employees' children in nurseries and kindergartens as needed, upon activity of the VZO VOS who appoints a representative for the negotiations. The Employer may provide a contribution from his operational resources for the children's stay in such facilities.
4. Both the Employer and the ZO VOS shall be in active contact with seniors who worked at the UHK (formerly the Faculty of Education in Hradec Králové, later Higher Educational Institute of Education in Hradec Králové) and have retired and shall invite them for the UHK social events in accord with the organizational possibilities.
5. Sports events shall be organized during the year (exercises for employees and their family members).
6. The Employer shall provide in cooperation with the ZO VOS for an annual ceremonial meeting of employees at the occasion of their life or work anniversaries. The employees shall be given a financial or material reward at such occasion.
7. To reward merit to a full-time employee who is retiring, such employee shall be provided financial remuneration at his/her worksite before he/she terminates the employment, upon proposal of the employee's superior. The remuneration shall be paid from financial resources of the individual UHK worksites.

Part IX. Social fund

1. The University of Hradec Králové shall create a social fund as per Act No. 342/2005 Sb.
2. The fund shall be used in accordance with the principles of its use.
3. The Employer shall provide contribution for additional retirement insurance or life insurance to full-time employees in accordance with the determined conditions.
4. The social fund drawing is regulated by the UHK Constitution.



Part X. Final provisions

1. An employee's activity in Trade Unions shall not be a reason for labour punishments provided that his/her activity is in accord with the valid law and related regulations and in accord with this Collective Bargaining Agreement.
2. In case this Collective Bargaining Agreement is not complied with, procedures specified in the Labour Code and other valid regulations shall be applied.
3. This Collective Bargaining Agreement may be amended during its validity upon both Contracting Parties' consent by means of written amendments of the Collective Bargaining Agreement. They shall be issued in form of numbered written amendments to this Collective Bargaining Agreement signed by both parties.
4. The Employer shall ensure discussion of this Collective Bargaining Agreement at faculties and other parts of the UHK.
5. This Collective Bargaining Agreement comes into force of the day of its approval by the UHK Rector and the UHK ZO VOS Board.
6. This Collective Bargaining Agreement comes into effect on the day of its signing.
7. The Employer shall safeguard the final graphic design and, after both parties approve it, printing of this Collective Bargaining Agreement and its annexes and amendments, if any.
8. In witness of consent with the content of this Collective Bargaining Agreement, the Contracting Parties sign it.

In Hradec Králové on 13 November 2020

On behalf of ZO VOS
Mgr. Josef Lounek, Ph.D.,
Chairman of the ZO VOS

On behalf of the UHK
Prof. Ing. Kamil Kuča, Ph.D.,
Rector of the UHK