

## COLLECTIVE AGREEMENT

entered into by and between the following parties:

**Charles University**, Prague 1, Ovocný trh 560/5, ID no. 00216208, represented by the Rector, prof. MUDr. Tomáš Zima, DrSc., as one party

and

**the Committees of the Basic Organization of the University Trade Union at Charles University**, i.e. the committee of the university trade union of the Protestant Theological Faculty, the committee of the university trade union of the 1<sup>st</sup> Faculty of Medicine, the committee of the university trade union of the Faculty of Medicine in Plzen, the committee of the university trade union of the Faculty of Pharmacy in Hradec Králové, the committee of the university trade union of the Faculty of Arts, the committee of the university trade union of the Faculty of Science, the committee of the university trade union of the Faculty of Mathematics and Physics, the committee of the university trade union of the Faculty of Education, the committee of the university trade union of the Faculty of Physical Education and Sport, the committee of the university trade union of the Faculty of Social Sciences, and the committee of the university trade union of the Institute for Language and Preparatory Studies, represented by the President of the Coordinating Trade Union Council, Doc. PhDr. Milan Kohoutek, CSc., under the powers of attorney of the specified committees of the university trade union

and

**the Committee of the Basic Organization of the University Hospital of the Trade Union for Health and Social Care of the Czech Republic in Prague**, represented by the chair, Ms Šárka Neumannová

and

**the Committee of the Basic Organization of the Trade Union for Health and Social Care of the Czech Republic of the 2<sup>nd</sup> Faculty of Medicine and the University Hospital in Motol**, represented by the chair of the basic organization, Ing. Miroslav Krejčíř, MBA

and

**the Committee of the Basic Organization of the University Hospital Vinohrady and the 3<sup>rd</sup> Faculty of Medicine of the Trade Union for Health and Social Care of the Czech Republic**, represented by the chair of the basic organization, Ms Milada Králová

and

**the Committee of the Basic Organization of the Faculty of Medicine in Hradec Králové of the Trade Union for Health and Social Care of the Czech Republic**, represented by the chair of the basic organization, Ms Eva Vávrová

and

**the Committee of the Basic Organization of the Faculty of Law**, represented by doc. JUDr. Josef Salač, Ph.D.

and

**the Basic Organization of the Federation of Executive Employees of the Czech Republic of Charles University, Faculty of Physical Education and Sport**, represented by PhDr. Petr Šťastný, Ph.D.

(the “competent trade union authority”), as the other party

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### **I. Basic Provisions**

1 This Collective Agreement (the “CA”) is entered into in accordance with Act no. 262/2006 Sb., the Labour Code (the “LC”), Act no. 2/1991 Sb., on collective bargaining, as amended, and in accordance with other legal regulations, in particular, Act no. 111/1998 Sb., on Institutions of Higher Education, as amended.

2 This CA regulates the individual and collective relations between the employer and the employees in the area of labour, wage, and social entitlements. If further reference is made to employers, this is understood as the dean with respect to the faculties, and the director with respect to other units of Charles University, provided the director has the respective authority in accordance with law and the internal regulations of Charles University, otherwise the Rector. If further reference is made to the authorized directors of other units of Charles University, this is understood as a director authorized to manage the assets of Charles University, and in association therewith, to act on behalf of Charles University in accordance with Article 49 of the Constitution of Charles University. If further reference is made to employees, this is understood, for the purpose of this agreement, as a person who is employed and has entered into an employment contract in accordance with Section 33 and other provisions of part two of the LC. The Coordinating Trade Union Council of the Basic Organization of the University Trade Union at Charles University, the committee of the basic organization of the University Hospital Vinohrady and the 3<sup>rd</sup> Faculty of Medicine of the Trade Union for Health and Social Care of the Czech Republic, the committee of the basic organization of the Faculty of Medicine of the Trade Union for Health and Social Care of the Czech Republic Hradec Králové, the committee of the basic organization of the University Hospital of the Trade Union for Health and Social Care of the Czech Republic in Prague, the committee of the basic organization of the University Hospital Motol and the 2<sup>nd</sup> Faculty of Medicine of the Trade Union for Health and Social Care of the Czech Republic in Prague, the basic organization of the University Trade Union of the Faculty of Law, and the basic organization of the Federation of Executive Employees of the Czech Republic of Charles University, Faculty of Physical Education and Sport act as contracting parties representing the interests, rights, and needs of all employees of the employer and are competent trade union authorities at the level of Charles University (the “competent trade union authorities”).

3 This CA is a corporate collective agreement binding for all employees at all of the employer's workplaces.

4 The Rector empowers the deans of the faculties and the authorized directors of other units of Charles University to complete the selected parts of this CA with respect to the specific conditions of the workplaces based on the negotiations of the deans of the faculties and the authorized directors of other units of Charles University with the representatives of the competent trade union authorities of the trade union organizations active at the level of the faculties and other units of Charles University set out in Annex 1 to this CA. Modifications in the form of written, numbered amendments are an integral part of this agreement. Only numbered amendments not exceeding the framework of this agreement are admissible.

## **II. Forms of Cooperation between the Employer and the Competent Trade Union Authorities**

1 The employer informs the competent trade union authorities specified in Article I.2 or I.4 of this CA in accordance with Section 287(1) of the LC, of the following in particular:

- a) The development of wages with respect to overall wage costs and their share in the non-investment expenditures, the development of average wage, including categorization according to the employment ranking pursuant to the valid wage regulation and including categorization according to tariff and other wage components. These overviews are provided by the employer (Rector's Office of Charles University) to the trade union authorities in writing twice a year, for the first half of the year by 15 September of the specific calendar year, and for the annual accounting period by 15 May of the following calendar year;
- b) The economic and financial situation of the employer, the impact of the employer's activities on the environment, and its ecological measures,
- c) The transfer of rights and obligations from employment relations in Section 338 et seq. of the LC,
- d) The legal status of the employer and its changes, internal organization, and the person authorized to act on behalf of the employer in employment relations and changes made to the employer's scope of activities,
- e) The anticipated development of employment at the employer,
- f) The contemplated structural changes, rationalized or organizational measures, and measures in relation to mass layoffs of employees, in accordance with Section 62(2 to 4) of the LC,
- g) The status and structure of employees, basic issues relating to employment conditions and changes thereto,
- h) Health and safety at the work in the scope set out in part five, first heading of the LC.

2 The employer negotiates the following with the competent trade union authorities specified in Article I.2 or I.4 of this CA in accordance with Section 287(2) of the LC

- a) The economic situation of the employer,
- b) The quantity of work and work pace in accordance with Section 300 of the LC,
- c) Changes to the organization of work,
- d) The system of evaluation and remuneration of employees,
- e) The system of training and education of employees,
- f) Measures for the creation of conditions for employing private individuals, especially youth, persons caring for children under the age of 15, and disabled persons, including essential matters of employee care, measures to improve work hygiene and the work environment, the organization of social, cultural, and physical education services,
- g) Other measures relating to a larger number of employees,
- h) Measures relating to the transfer of rights and obligations from employment relations in Section 338 et seq. of the LC,
- i) Measures in relation to mass layoffs of employees in accordance with Section 62(2 to 4) of the LC;
- j) Issues in the area of health and safety at work in the scope set out in Sections 101 to 106 and Section 108 of the LC.

3 Discussions on the issues set out in Article II.2 c to g regulate the respective provisions of this CA, in particular, Articles III.A.2, III.A.4, III.D.2 to III.D.4, IV.A.1 to IV.13.

4 The employer provides information in accordance with Article II.1 of this LC to the competent trade union authorities specified in Article I.2 of this LC with respect to the accounting period of the calendar year, no later than 15 September for the first half of the year and no later than 15 May for the second half of the year.

5 The employer submits and discusses with the competent trade union authorities specified in Article I.2 or I.4 of this LC the situation and measures pursuant to Article II.2 at least 30 days prior to carrying them out. This provision applies in particular to measures that have as a result an impact on employment and mass layoffs of employees, in accordance with Section 62(2 to 4) of the LC.

6 The employer negotiates with the competent trade union authorities specified in Article I.2 of this LC the possibility of creating and using profits. In the event of a social fund, the competent trade union authorities are entitled to make cooperative decisions on the specific conditions of their use. Cooperative decisions are understood as reaching a consensus of the employer and the competent trade union authority on the conditions for creating and using the social fund. For the creation of optimal conditions of agreement (assumptions for agreement), the representatives of the competent trade union authorities specified in Article I.2 of this LC are invited to a meeting with the extended Rector's board, at which the conditions for creating and using the social fund are discussed. The basic conditions for creating and using the social fund are stipulated in the Constitution of Charles University in accordance with the Higher Education Act. The same mechanism of cooperative decision is applied to the level of faculties (the Dean's board) and other units of Charles University.

7 The employer submits to the competent trade union authorities specified in Article I.2 of this LC reports on the measures that it has proposed for remedying the defects mentioned by the competent trade union authority when carrying out its inspection or for making proposals that the competent trade union authority submitted based on the inspection carried out (Sections 321 and 322 of the LC).

8 The employer arranges at its own expense the conditions for properly exercising the activities of the trade union authorities specified in Articles I.2 and I.4 of this LC; it provides a room with essential equipment in an appropriate scope and allows the use of office, computer, and copying services, the computer network, and network connections free of charge (Section 277 of the LC).

9 The employer further allows the trade union authorities specified in Articles I.2 and I.4 of this LC to use the information channels of the respective workplaces (e.g. newsletters, news on websites, etc.), and in matters that relate to all employees (e.g. the collective agreement), and also to contact each other with the use of a group e-mail. At workplaces where the trade union organization or other representatives of the employees are not active, the employer allows the Coordinating Trade Union Council to use of these services for the purpose of informing employees. The conditions for properly exercising activities also includes the possibility of presenting the trade union organization on the web pages of the workplace and a separate e-mail address. The appropriate extent may be set out in numbered amendments to the LC entered into between the dean of a faculty or an authorized director of another unit and the competent trade union authority.

10 For the purpose of organizing annual conferences, trade union organization meetings, or similar events of a larger scope, the employer provides space free of charge (a meeting room or other adequate space), provided that it does not interfere with the ordinary operations of the employer.

11 For performing the trade union activities of the officers of the competent trade union authorities specified in Articles I.2 and I.4 of this CA, the employer provides time-off in the scope absolutely necessary with compensation of wages amounting to average earnings (Section 203(2) of the LC).

Absolutely necessary is understood as a maximum of 20 business days in a calendar month. The employer undertakes not to request from the trade union organization payment of the wage compensation provided, including premiums for health and social insurance for such provided wage compensation. The employer is entitled to request that the trade union officers demonstrate the need to provide such time-off.

12 The members of the competent trade union authorities specified in Articles I.2 and I.4 of this CA may not be discriminated against for performing its activities or disadvantaged in its entitlements; they also may not gain an advantage for performing their activities (Section 276(2) of the LC).

13 Elected officials of the competent trade union authorities of the trade union organizations operating at the level of faculties and other units of Charles University (a list of which is an annex of numbered amendments to this CA) enjoy enhanced protection for the duration of their term of office and for one year after termination of their term of office. Enhanced protection is understood as an obligation of the employer to request from the competent trade union authority specified in Articles I.2 and I.4 of this CA prior consent for giving notice or immediate termination of employment. Prior consent is also understood if the competent trade union authority does not refuse in writing to provide consent to the employer within 15 days of the day this was requested by the employer (Section 61(2) of the LC).

14 Representatives of the competent trade union authorities specified in Articles I.2 and I.4 of this CA are entitled to participate in the meetings of the secretaries of the faculties and other units of Charles University, if requested. This is without prejudice to their right to participate in all meetings taking place during the validity of this Collective Agreement, provided that this requirement becomes necessary for performing the trade union activities.

15 The materials submitted for discussion and approval of the Academic Senate of Charles University (the "Senate") relating to conceptual, wage, economic, and employment issues, including changes to the internal wage regulations, are sent to the competent trade union authorities specified in Article I.2 of this CA for deliberation at the same time they are sent to the Senate.

16 Upon request of the competent trade union authorities specified in Articles I.2 and I.4 of this CA, the employer or an authorized representative attends their meetings.

17 Based on a request of an employee who is a member of the trade union organization or a request of a person who carries out work for the employer under a contract for the performance of work or a contract for work and is also a member of the trade union organization, the employer allows members of the trade union organization a choice of trade union member contributions in the form of a deduction from wages, and these are credited to the account of the competent trade union organization. The trade union organization undertakes to provide any necessary cooperation to the employer.

18 The competent trade union authorities specified in Articles I.2 and I.4 of this CA cooperate with the Rector and the employer in carrying out measures that lead to modernization and improvements in teaching, the academic level of Charles University, and increasing its good reputation abroad, provided they do not interfere with the mission of the trade unions, and they continue to cooperate in taking all steps that lead to improving the financial situation of Charles University, more efficient management, the creation of rational job opportunities, and increasing real wages.

19 The competent trade union authorities specified in Articles I.2 and I.4 of this CA undertake to comply with the obligation of confidentiality and other obligations arising from Section 276(3) of the LC.

20 The competent trade union authorities specified in Articles I.2 and I.4 of this CA immediately discuss the information and measures submitted by the employer, and no later than 14 days, during the summer break no later than 30 days, after making the submission, notify the employer of their opinion. If the competent trade union authorities do not notify the employer of their opinion by this deadline, they are deemed to agree to the information and measures of the employer.

21 The competent trade union authorities specified in Articles I.2 and I.4 of this CA acquaint the employees with the approved version of this CA.

### **III. Labour Relations**

The employer undertakes to uphold and comply with all principles of labour relations arising from the labour legislation, in particular, Sections 1a and 346b to 346e et seq. of the LC. The employer further upholds the principles of equal treatment and non-discrimination and human dignity arising in particular from Sections 1a(e), 16, 110 et seq. of the LC and other legal regulations.

The employer undertakes to prevent the discrimination of any employee or person carrying out work for the employer under a contract for the performance of work or a contract for work relating to race, skin colour, sex, sexual orientation, language, faith or religion, political or other views, and membership or activities in political parties or political movements, trade union organizations, and other associations.

The employer further undertakes to prevent discrimination relating to nationality, ethnic or social origin, wealth, health status, age, marital and family status, or family obligation.

The employer ensures equal treatment of all employees or persons carrying out work for the employer under a contract for the performance of work or a contract for work, insofar as it relates to their employment, including remuneration for work and other monetary performance and monetary values. The employer further ensures equal treatment of all employees insofar as it relates to professional training and opportunities for achieving functional or other advancement in employment.

#### *A. Employment conditions*

1 The employer is required to conclude with every employee a written employment contract no later than on the day the employee commences work. The employee is placed in the respective wage category in accordance with the Internal Wage Regulation of Charles University. Wage stipulations are set out separately in a wage assessment.

2 If the employment contract does not contain information on the rights and obligations arising from employment, the employer is required to inform the employee of these no later than one month after the commencement of employment; this also applies to changes to this information. The information must contain the details set out in Section 37(1) of the LC.

3 The employer transfers or may transfer an employee to another job in the cases set out in Section 41 of the LC.

4 If, in accordance with Section 41(3 and 4) of the LC, the employer transfers an employee exceptionally to a job other than that stipulated in the employment contract and the employee does not agree with such a measure, the employer may only transfer the employee after negotiating this measure with the competent trade union authority. Negotiations are not necessary if the total period of transfer does not exceed 21 business days during a calendar year (Section 46 of the LC).

5 When commencing employment, the employer is required to acquaint the employee with their job description and the collective agreement. A safety technician is required to acquaint the new employee with the basic regulations for health and safety at work and fire prevention.

6 Upon agreement, the employer may send the employee on a business trip for the period necessary (Section 42(1) of the LC).

### *B. Working hours*

1 Weekly working hours are a maximum of 40 hours (Section 79 of the LC). The beginning and end of working hours, the beginning and end of breaks for food and rest, and any flexible working hours are set by the employer, and after approval by the competent trade union authorities, the employer acquaints the employees of the faculties and other units of Charles University with them. In justifiable cases, individual modifications to the working hours may be made following agreement with the head of the respective workplace. If not otherwise stipulated, it is deemed that the working hours of a member of the academic staff have been adjusted individually.

2 Overtime work and work on non-working days may be requested by the employer in accordance with the conditions set out in Section 91(2 to 4) and Section 93 of the LC only in exceptional cases and after negotiating with the competent trade union authorities specified in Article I.4 of this agreement. Requested overtime work for employees must not exceed eight hours per week and 150 hours in a calendar year (Section 93(2) of the LC). The employer is required to comply with the respective provisions of the LC when setting the overall scope of overtime work. Overtime work cannot be requested from employees who have shorter working hours due to health reasons without a reduction in wages and parents-single parents with a child under the age of 10 in their care. In addition, overtime work cannot be requested of employees with a child under the age of one year in their care. Employees are entitled to their wage and a bonus for overtime work and work on non-working days. The employer may set different time limits for overtime work with respect to need, possibilities, and the specific nature of the unit of Charles University in a numbered amendment to this CA.

3 For employees with unevenly distributed working hours, an adjustment period is arranged (pursuant to Section 78(1m) of the LC) for eight working weeks. The average weekly working hours during this period must not exceed the established weekly working hours or a shorter period of working hours.

4 The employer may only request on-call duty for an employee based on agreement with the employee. The scope of the on-call duty at the faculties and other units of Charles University may be set out in numbered amendments to this CA which are concluded by the dean of the faculty or a deputized director of another unit of Charles University together with the competent trade union organization (Article I.4 of this LC). On-call duty cannot be requested from pregnant women, women or men caring for a child under the age of one year, single women or men caring for a child under the age of eight, and other employees who demonstrate that they care for a predominantly or fully helpless person primarily by themselves on a long-term basis.

### *C. Termination of employment*

1 Employment may be terminated only in the manners set out in the Labour Code (Section 48 of the LC). Giving notice or immediate termination of employment by the employer is negotiated by the employer with the competent trade union authority specified in Article I.4 of this CA (Section 61(1) of the LC). For a mass lay-off of employees, the employer is required to proceed in accordance with Section 62 of the LC.

2 During any contemplated termination of employment by the employer due to prepared organizational changes, the result of which could be a mass layoff of employees, the following procedure must be followed:

- a) The employer acquaints the competent trade union authority in writing with the prepared changes and submits it to the academic senate of the faculty or the University, if negotiation by the relevant academic senate is required under law or the internal regulations of Charles University. In addition to justifying the changes, the employer submits a list of vacant positions and a proposal for any future job placement of the employees associated with the termination. These are provided to the competent trade union authorities no later than two months prior to the expected changes. The competent trade union authorities are entitled to comment on the individual proposals;
- b) During the decision-making on termination of employment, the following criteria are considered for the employees: overall work ethic and results, achieved qualifications, duration of uninterrupted employment at Charles University, work disability, and health and social situation. Careful consideration is given to employees who have reached the age of 50 and single parents.

3 The employer takes into consideration the criteria set out in Article III. C. 2 b even in cases where there is a mass layoff and an employee become redundant due to organizational changes. When assessing the outcome of termination of employment, the employer considers in particular the age, health, and social status of the employee.

4 When terminating employment, the employee is entitled to severance pay in the cases and amounts specified in Part IV. C.

#### *D. Annual leave and obstacles to work*

1 The annual leave of academic members of the staff of universities is eight weeks during the calendar year (Section 213(3) of the LC). The annual leave for other employees is five weeks (Section 213(2) of the LC).

2 The employer determines the period for taking annual leave according to the written schedule of annual leave issued with the prior consent of the trade union organization so that annual leave may be normally taken as a whole and by the end of the calendar year in which the entitlement to annual leave has arisen. When determining the schedule for taking annual leave, the operational reasons of the employer and the legitimate interests of employees must be taken into account. If an employee's annual leave is provided in several parts, at least one part must be a minimum of two weeks taken at one time, provided that the employee and the employer have not decided on another duration of the annual leave. The employer is required to notify the employee in writing of the determined period of annual leave at least 14 days in advance, provided that a shorter period has not been agreed with the employee. In addition, the employer considers the legitimate interests of the employees, especially if it involves the parents of children who are of compulsory school age.

3 The employer provides time-off to employees without wage compensation in accordance with Section 203(2) of the LC only as strictly necessary, however, no longer than three weeks during a calendar year, for arranging the operation of summer camps and winter training courses for children of employees organized by Charles University in their own or other training and educational facilities. During these activities, the employer fulfils the obligation of paying social security and health insurance for the employee.

4 The employer must provide time-off with wage compensation to employees-parents who contribute to caring for the children of employees in the employer's facilities (children's corner, etc.) no more than one day a week. The faculties and other units of the University are authorized to provide such time-off under the terms formulated in agreement with the competent trade union authorities in the Amendments to this Collective Agreement.



5 On request, the employer provides to employees time-off from work without wage compensation in addition to the limits set out in the relevant legal regulations in the following cases:

- a) 1 day for an employee to attend the wedding of a step child;
- b) 1 day for an employee to attend the funeral of a step parent, and an additional day if the employee arranges the funeral of this person;
- c) 1 day for the death of a spouse, partner, or child;
- d) 1 day for moving;
- e) 1 day for the birth of a child of the employee's spouse (partner);
- f) 1 day per month to search for a new job prior to termination of employment;
- g) 2 days per month for single-parent employees caring for a child under the age of 18;
- h) 2 days per month for employees caring for a disabled child, an incapacitated person living in the employee's household, or a closely related incapacitated person for transporting them to a social care facility.

#### *E. Qualifications and retraining*

1 The employer allows employees to study or take training in order to increase their qualifications based on a written agreement concluded on the obligations arising therefrom, if it relates to:

- a) Increasing qualifications of an employee for the needs of the employer;
- b) Increasing qualifications for the needs of the employee, provided it does not interfere with operational reasons on the side of the employer;
- c) Increasing qualifications due to changes in the employment of the employee as a result of a work-related illness or injury.

In the case of points a and c, the employer provides to the employee wage compensation amounting to average earnings and agreed-upon costs connected to studies or training. In the case of point b, the employer provides time-off to the employee for the necessary period relating to studies without wage compensation. The expenses connected to studies or training are covered by the employee in this case.

2 With respect to ILO Convention no. 140, on paid educational leave, time-off from work with wage compensation at the rate of average earnings is provided to trade union officials during training organized by a trade union organization.

3 Employees are not obliged to pay to the employer the costs of increasing qualifications in the cases set out in Section 235 of the LC.

#### *F. Employees with disabilities*

1 In accordance with the valid legal regulations, the employer creates at the faculties and other units of Charles University job opportunities for employees with disabilities. When resolving these issues, the employer closely cooperates with the competent trade union authorities and the Employment Office, or the competent regional branches of the Employment Office for the region where the respective workplace is located.

#### *G. Handling complaints, resolving employment disputes, and procedures for resolving collective disputes*

1 The employer is required to discuss with the employee, or on the employee's request, with the competent trade union organization specified in Articles 1.2 and 1.4 of this CA the employee's

complaint relating to exercising the rights and obligations arising from employment. This is without prejudice to the right of the employee to enforce their rights in court.

2 The contracting parties undertake to resolve any disputes from which claims arise for individual employees, as well as collective disputes over the fulfilment of obligations arising from the concluded CA as quickly as possible by mutual negotiation, especially at the level of the relevant workplace relating to the dispute or at the level of the dean of the faculty or director of another unit of Charles University and the competent trade union authority (see Article I.4 of this CA) or at the level of the Rector and the competent trade union authority (see Article I.2 of this CA).

3 In the event of disputes relating to the fulfilment of obligations arising from this CA, from which no entitlement arises for individual employees, the contracting parties establish a conciliation body no later than 15 working days after commencement of the dispute in order to resolve the dispute. If the dispute is not resolved at this level within 30 working days of establishing the conciliation body, the procedure set out in Sections 10 to 14 of Act no. 2/1991 Sb., on collective bargaining, as amended, i.e. proceedings before a mediator or proceedings before an arbitrator, is pursued.

4 If the decision of the arbitrator on fulfilling obligations from this CA is in contradiction with law or Act no. 2/1991 Sb., on collective bargaining, as amended, the competent regional court decides on the case at the motion of a contracting party. The contracting parties may lodge a motion to rescind the decision of the arbitrator within 15 days of its delivery. Employment disputes on the rights and obligations of employees arising from employment or related regulations, and also disputes on fulfilling obligations from this CA, from which claims arise for the individual employees, are resolved by the competent court.

#### **IV. Wages and remuneration**

##### *A. Wage components and wage compensation*

1 Remuneration of Charles University employees is governed by the LC, Government Decree no. 567/2006 Sb., on minimum wage, on the lowest levels of guaranteed wages, on the definition of a demanding work environment, and on the amount of wage premiums for work in a demanding working environment, if provided for in the LC, also the Internal Wage Regulation of Charles University (the "WR"), and the provisions of this CA and the numbered amendments to this CA. The WR also regulates the rights of employees in accordance with Section 305(1), second sentence of the LC.

2 Regardless of the overall results of Charles University, employees are guaranteed the satisfaction of claims arising from contractual wages (Article 3 of the WR) or to tariff wages and wage premiums set by the WR and this CA.

3 The application of wage components, forms of wages and their changes, the determination of specific conditions for the provision of the relevant wage component, and measures for the use of wage resources are carried out by the employer after negotiating with the competent trade union authorities. These measures must be negotiated at least 30 calendar days before their application.

4 Authorized representatives of the trade union authorities specified in Article I.4 of this CA are entitled to participate in meetings of all committees, working groups, etc., which discuss proposals for the system of remuneration and the evaluation of employees concerning their remuneration and related materials, provided such committees, working groups, etc. are established at the faculties and other units of the University. In the case of an evaluation system relating to the remuneration of the academic members of the staff, the authorized representative of the trade union authorities must have appropriate qualifications.

5 Wages and wage compensation are paid in accordance with law, the WR, and this CA. Wages are payable after the work has been performed, at the latest by the 14<sup>th</sup> day of the calendar month following the month in which the employee was entitled to wages or any part thereof. If an employee takes regular annual leave on a pay day, the employee is entitled to payment of wages on the last working day before the start of the leave. Upon agreement with the employee, the employer pays the wages and wage compensation by bank transfer to the account specified by the employee, unless the employee insists on paying the wages and wage compensation in cash at the workplace. If the payment date falls on a Saturday, Sunday, or a holiday, the wages are paid on the previous working day.

6 The binding regulations, pursuant to Article IV.A.1 of this CA are the basis for the classification of an employee in the relevant wage category and the amount of the personal bonus. The employee is assigned to the relevant wage category according to the type of work performed and the catalogue of work. The type of work performed is agreed in writing in the employment contract. An employee can be transferred to another wage category in the cases stipulated in the WR or on the basis of a change in the agreed type of work. In the event of not complying with this provision, reclassification to a lower wage category is not taken into account.

7 The bonus range for management is determined by the WR. The criteria for awarding personal bonuses may be determined at the faculties and other units of Charles University in accordance with the WR with respect to the limit for approved wage resources after being negotiated in advance with the competent trade union authority (see article I.4 of this CA).

8 Employees may be awarded additional wages in each half year of the calendar year in an amount and under the terms set out in the WR and established in numbered amendments to this CA for the individual faculties and other units of Charles University, taking into account the implementation status of their budgets.

9 Bonuses for overtime work, work on Saturdays and Sundays, and work on holidays are governed by Articles 10, 11, and 13 of the WR. In addition to wages, employees are entitled to a bonus of at least 25% of average earnings for overtime work for the period during which overtime work is performed, or the employer may provide to the employee upon agreement extra time-off instead of a bonus for the overtime work (Article 10(2 and 3) of the WR). For work on holidays, employees are entitled to wages and extra time-off in the extent of the work carried out on a holiday, which is provided no later than by the end of the third calendar month following the performance of work on a holiday or at an agreed time. The employee is entitled to wage compensation for the period of extra time-off amounting to average earnings. The employer may agree with the employee on a bonus in addition to wages, amounting at least to average earnings instead of extra time-off. An employee who does not work due to a holiday falling on an ordinary working day is entitled to wage compensation amounting to average earnings provided that wages were lost as a result of the holiday. For work ordered by the employer on Saturdays and Sundays as a part of weekly working hours, a bonus of at least 10% of average earnings is paid in addition to the earned wages, and outside the weekly working hours, in addition to the bonus or extra time-off for overtime work, a bonus in an amount set out in Article 13(2) of the WP. The conditions and the amount of these bonuses may be agreed in numbered amendments to the CA concluded between the deans of the faculties or authorized directors of other units and the competent trade union authority (Article I.2).

10 For on-call duty, employees are entitled to 15% of the average hourly earnings and, in the case of a non-working day, 25% of the average hourly earnings. Employees who have been quarantined are entitled to wage compensation during the first 14 calendar days, in accordance with Section 192 of the LC.

11 During the period of work in a demanding working environment, the employee is entitled to wages and a bonus of at least the amount stipulated by law (Section 7 of Government Decree no. 567/2006 Sb.). The amount of these bonuses as well as their provision in other cases in accordance

with the WR may be agreed in numbered amendments to the CA concluded between the deans of the faculties or authorized directors of other units and the competent trade union authority.

12 During night work, employees are entitled to wages and a bonus of at least 10% of average earnings. The amount of these bonuses may be agreed in numbered amendments to the CA concluded between the deans of the faculties or authorized directors of other units and the competent trade union authority.

13 Any specification of the wage increases of employees may be set out in numbered amendments to this CA. When concluding these numbered amendments, the employer is obliged to take into account, in particular, the real volume of resources from the basic non-investment subsidy for the implementation of study programmes and lifelong learning programmes, from which wage increases are covered and the needs of employees. In the event that the dean of a faculty or an authorized director of another unit of Charles University concludes such a numbered amendment and does not take into account the real volume of these resources from which the wage increase is paid when determining the specification of wage increases, Charles University is not obliged to pay this wage increase from other sources. If the dean of a faculty or an authorized director does not conclude these numbered amendments, they are deemed to have provided an adjustment to the wage increase specification in line with the adjustment set by the Rector pursuant to this paragraph for Charles University employees who are in its employment.

- a) At least 40% of the non-investment increase in the volume of the basic non-investment contribution for the implementation of accredited study programmes and lifelong learning programmes from the state budget are to be used to increase the volume of employees' wages.
- b) The employer (the Rectorate of Charles University) undertakes to negotiate with the competent trade union authorities specified in Article I.2 of this CA on the basis of their request for changes in the WR in relation to wage developments in the Czech Republic at least (at minimum) once every two years.
- c) The specification of wage adjustments are discussed by the employer in advance with the competent trade union authorities (see Article I.2 of this CA) no later than 30 days after approval of the schedule for the state non-investment subsidy by the Academic Senate of Charles University.

#### *B. Remuneration and contributions from the social fund*

1 The provision of remuneration by the employer to employees is governed by the WR.

2 In accordance with the wording of the Higher Education Act, the employer creates a social fund of at least 1.3% of the volume of costs incurred for wages, wage compensation, and on-call work remuneration during the previous annual accounting period and no more than 2% of the volume of costs incurred for wages, wage compensation, and on-call work remuneration during the relevant period.

3 Employees may receive remuneration, *inter alia*, in accordance with Article 18(b) of the WR, i.e. for assessing their work merit at the 20<sup>th</sup> anniversary of employment and every additional 10 years of employment, when reaching the age of 50, at the initial termination of employment after being awarded invalidity pension or after acquiring old-age pension. A condition for the award is a minimum period of continuous employment of five years at the employer. The provision of this remuneration is governed in numbered amendments to this CA, which are concluded by the deans of the faculties and authorized directors of other units of Charles University with the competent trade union authorities (see Article I.4 of this CA).

#### *C. Severance pay*

1 Employees whose employment is terminated by notice or by agreement for the reasons set out in Section 52(a to c) of the LC are entitled to severance pay, in accordance with Section 67 of the LC, upon termination of employment.

2 Statutory severance pay increases:

- a) to three times the average earnings for employees whose employment lasts for at least two years and less than six years;
- b) to four times the average earnings for employees whose employment lasts for at least six years and less than 11 years;
- c) to five times the average earnings for employees whose employment lasts for at least 11 years and less than 16 years;
- d) to six times the average earnings for employees whose employment lasts for at least 16 years and less than 21 years.
- e) to seven times the average earnings for employees whose employment lasts 21 or more years.

3 In the event that the employer gives notice to the employee, pursuant to Section 52(d) of the LC, the employee is entitled to severance pay equal to twelve times the average earnings.

4 For employees who are entitled to a retirement pension and whose employment is terminated pursuant to Section 52(a to c) of the LC, severance pay up to twelve times the average earnings may be awarded. This is without prejudice to the entitlement under paragraph 2 of this article.

5 For employees with the reduced ability to work due to health reasons, employees in difficult social situations, single parents, and employees who have reached the age of 50 and whose employment is terminated pursuant to Section 52(a to c) of the LC, severance pay up to twelve times the average earnings may be awarded. This is without prejudice to the entitlement under paragraph 2 of this article.

## **V. Health and Safety at Work**

1 The basic legal regulation for this section is established in a decree of the Ministry of Foreign Affairs, Decree no. 20/1989 Sb., Section 101 et seq. of the LC, and legal and other regulations for ensuring health and safety at work.

2 The employer undertakes, in cooperation with the competent trade union authorities, to carry out, at least once a year at all workplaces, inspections of the state of health and safety at work and compliance with legislation and other applicable regulations and guidelines for ensuring health and safety at work. The employer submits the results of the inspections and a timetable of measures to remedy the identified defects to the competent trade union authorities for negotiation within at least one month of the inspections and keeps them informed about the remedying of these defects.

3 The employer undertakes to inform the competent trade union authorities of the results of inspections carried out as a part of the supervision of sanitary services, professional government supervision, fire protection, and inspections of trade union authorities and of binding instructions, including bans on certain activities, and to submit reports on remedying the identified defects and shortcomings by the deadlines agreed upon in writing.

4 The employer acquaints all employees with legal and other regulations for ensuring health and safety at work and verifies the knowledge of these regulations once a year for blue-collar professionals and once every two years for technical and managerial employees. At workplaces where the nature of work requires a specific approach to ensuring health and safety at work,

possible differences in ensuring health and safety may be supplemented in an amendment to the CA.

5 The employer ensures health and safety during research and development and ensures that projects and project documentation comply with health and safety requirements in line with new findings in science and technology.

6 The employer makes every effort to comply with environmental quality standards at workplaces, i.e. to ensure employees have a good working environment and health protection and the corresponding standards of working conditions.

7 The employer undertakes to acquaint the competent trade union organization in writing with the list of personal protective equipment and the manner of their allocation and to discuss changes to this list with the competent trade union organization.

8 In accordance with Section 108(1) of the LC, the employer allows the competent trade union authorities to carry out inspection activities and provides the necessary materials and information to carry out inspections.

9 The employer is required to ensure compliance with the ban on smoking at workplaces set out in special legal regulations (Section 103(1) of the LC).

10 All measures to ensure health and safety at work are carried out by the employer in cooperation with the competent trade union authority. The competent trade union authorities are informed of all operating accidents, disturbances, and work and school injuries.

11 The employer submits copies of the records of injuries at work to the competent trade union authority immediately after they are drawn up. The competent trade union authority is required to comment on the proposed measures within 30 days of being delivered in writing. The employer invites the competent trade union authority to investigate the work injuries and discusses with it, within 30 days of the day on which it became aware of the injury, the manner and extent of compensation for the damage caused by the injury or occupational illness. The decisive period for determining the average earnings for compensation of work injuries and occupational illnesses is the previous calendar year.

12 If an employee is acknowledged as a disabled person due to an injury at work or an occupational illness arising from the performance of their work duties, the employer ensures a suitable job position or effectively assists in securing a suitable job with another employer.

13 If an employee dies as a result of an injury at work or an occupational illness, the employer provides compensation to the surviving spouse and dependent child, each receiving at least CZK 300,000; the parents of the deceased employee, provided they lived with the employee in the household, receive an aggregate amount of at least CZK 300,000.

14 The employer provides to the members of the competent trade union authorities time-off with wage compensation for their activities and for acquiring professional knowledge in the area of health and safety at work in a maximum scope of one week per year, in accordance with Section 203(2) of the LC.

## **VI. Travel expenses**

1 The reimbursement of travel expenses and any related reimbursement of expenses is covered by Part Seven, Title II of the LC; specific details may be determined by the employer.

## **VII. Care of employees**

### *A. Healthcare*

1 The employer pays the necessary initial and periodic medical examinations of employees, in accordance with Act no. 373/2011 Sb., on specific healthcare services, as amended, and Section 103(1e) of the LC.

2 The employer allows contributory spa rehabilitation care for employees who have been granted a spa voucher for an extraordinary term, even during the academic year, as part of their regular leave.

### *B. Canteen services*

1 The employer provides to its employees the possibility of taking one main meal in their own or contracted catering facilities or of purchasing meal vouchers.

2 The employer provides employees with a contribution to canteen services of up to 100% of the cost of food preparation (not including the value of food) in their own catering facility or in the amount of 55% of the price of meal vouchers with a minimum value of CZK 70 in public catering facilities.

3 The meal allowance applies to all employees without exception and is provided to employees for each working day of the month in which the employees carry out at least four hours of uninterrupted work. If the shift exceeds ten and a half hours, the employee is entitled to a 15-minute meal break and an additional meal allowance. Breaks for food and rest are not counted in the period of uninterrupted work. The allowance is not provided to employees when employees are not working due to obstacles to work, annual leave, or extra time-off and to employees on business trips when receiving compensation, pursuant to the LC.

4 The employer may also provide meal allowances under Article VII.B.2 to former Charles University employees working at the University under a work performance contract with 80 hours per month under the conditions set out in paragraph 3.

5 The employer may provide a subsidy for a maximum of one main meal per day in its own catering facility or in a catering facility with which the University has a contract to former employees who are retired in the same amount as it provides to employees. The Rector authorizes the deans of the faculties and the unit directors to decide whether they implement this measure. The conditions for granting the allowance is determined by the dean or the unit director upon agreement with the director of the Dormitories and Canteens or the head of the contracting catering facility and the competent trade union authority in a numbered amendment to this Collective Agreement.

### *C. Sports, recreation, and trips*

1 For recreational facilities where demand exceeds supply over the long term, the trade union organizations set out in Articles I.2 and I.4 of this Collective Agreement cooperate with the employer in assessing the criteria for awarding recreation.

### *D. Other*

1 The employer undertakes to support the establishment and operation of childcare facilities for the employees' pre-school-age children.

2 The activities of employees caring for the children of employees in these facilities may be considered as an obstacle to work with wage compensation pursuant to Article III.D.4.

### **VIII. Final provisions I**

1 This CA become a valid and binding document on the day of its signing by all of the contracting parties. If there is a division, merger, or amalgamation of Charles University and the employer's legal personality is terminated, in accordance with Sections 338 to 341 of the LC, the obligations from this CA are transferred to its legal successor. This CA is legally effective vis-à-vis all legal successors.

2 This CA is deposited at the Rectorate of Charles University and at the faculties and other units of Charles University and is published on the web pages of Charles University. The Catalogue of Works used by Charles University for its purposes is deposited at the Rectorate of Charles University, the dean's office of the faculties, and other units, usually at the respective human resources department. This Catalogue of Works is accessible to the employees of Charles University.

3 The contracting parties have agreed that any numbered amendments or changes to this CA may be made only in writing and only with the consent of all of the contracting parties. Numbered amendments to this CA are understood as such amendments that bear the name of the relevant faculty or other unit of Charles University, in accordance with Annex 2 to the Constitution of Charles University, the Rules for the Internal Governance of Charles University, and the serial number of the numbered amendment resulting from the number series of numbered amendments issued by the relevant faculty or other unit of Charles University. Only numbered amendments to this CA may be issued. When proposing a change or numbered amendment to this CA, the contracting parties proceed in the same manner as when concluding a collective agreement, i.e. in accordance with Act no. 2/1991 Sb., on collective bargaining, as amended.

4 The approval of all of the contracting parties to this CA is not required for a numbered amendment to be concluded by the dean of a faculty or the authorized director of another unit of Charles University with the competent trade union authorities (see Article 1.4 of this CA). The Rector receives one complete and valid copy of each numbered amendment of this type.

5 Changes and modifications are resolved on the basis of a written proposal of one of the contracting parties, with the other parties being obliged to respond to the proposal in writing within 14 days at the latest, during the summer holiday period within 30 days, of the date of submission of the written proposal. The parties to this CA undertake to negotiate all changes in the interest of maintaining social harmony in order to reach a mutual agreement as soon as possible.

6 This CA is subject to regular assessment and control of the fulfilment of the individual obligations, always on 1 October of the relevant calendar year. The assessment and control is prepared by the employer in cooperation with the competent trade union authorities.

7 This CA is concluded for an indefinite period of time starting from 1 December 2016.

8 This CA is drawn up and signed in eight originals, and each of the contracting parties receives one original.



9 If any provision of this CA becomes invalid, this does not affect the validity of the remainder of the agreement. In such a case, the contracting parties undertake to replace the invalid provision with a valid provision, in accordance with law, the internal regulations of Charles University, and this CA.

10 The contracting parties attach their signatures to this CA, thereby declaring their will to enter into this agreement and expressing their consent to its contents.

## **IX. Final provisions II**

The contracting parties have agreed to terminate the Collective Agreement dated 29 June 2005, as amended by Amendment no. 1 dated 12 June 2007, on the effective date of this agreement. This agreement comes into effect on 1 December 2016.

In Prague, 1 December 2016.