COLLECTIVE AGREEMENT

concluded between

the University of West Bohemia
represented by
its Rector Doc. Dr. RNDr. Miroslav Holeček
hereinafter referred to as the "Employer"

and

the Basic Trade Union Organization of the University of West Bohemia
of the University Trade Union
represented by
RNDr. Petr DOLANSKÝ

and

the Trade Union Organization Přívětivá škola
represented by
JUDr. Daniel Telecký, Ph.D.

and

the Trade Union Organization Cesta práva at the UWB Faculty of Law
represented by
JUDr. Oto Kunz, CSc.

and

the Trade Union Organization of ICT staff
represented by
Ing. Michal Švamberg

hereinafter referred to as the "trade union organization" or „trade unions

based on

the provisions of Act 262/2006 Coll., the Labour Code, as amended,
and Act 2/1991 Coll., Collective Bargaining, as amended
Article 1
General Provisions

1. The Collective Agreement (hereinafter referred to as "KS") is based on the applicable regulations, conventions and recommendations of the International Labour Organization and the General Agreement; its content is binding for all Contracting Parties.

2. KS is the basis and the starting point for finding a common path in the efforts to create a good reputation of the University of West Bohemia (UWB), while keeping mutual respect and good manners.

3. KS regulates individual and collective relationships, preferably in the field of labour law (labour, wage and social conditions, safety and hygiene of work), in order to establish and maintain mutually satisfactory relations between the Employer and the trade unions operating with/for the Employer and representing all employees of the Employer to the extent stipulated by the legislation.

4. Claims, social benefits and wage conditions negotiated in this KS above the statutory provisions are binding for the employer and all their employees.

5. The Parties, through this KS, declare the joint will to maintain social peace.

6. The Rector may entrust his/her subordinate staff with fulfilling specified responsibilities arising from KS. This shall be notified in writing to the trade unions not later than the day of the authorization.

7. The Employer informs the employees of the content of KS within 15 days of its signature. Upon the arrival of a new employee, his/her immediate superior will familiarize him/her with the contents of KS.

8. Labour Code complaints and employees’ disputes will be dealt with by the Employer as follows:
   a) at the level of sections and departments: the representative of the centre and the Head of the relevant workplace deal with the complaint. If no agreement is reached, the complaint will be forwarded within five working days for discussion in accordance with the procedure in (b),
   b) at the level of faculties, institutes, other workplaces and special purpose facilities: the committee appointed by the trade union committees and the Head of the UWB Part deal with the complaint; if no agreement is reached within five working days, the complaint is forwarded to be dealt with at the Employer’s and the trade union coordinating committee’s level. These are obliged to express their opinion regarding the complaint within fifteen days and inform the employee within that period,
   c) at the Employer’s level: The Rector and chairpersons of trade union organization committees appoint members of the Committee. If the complaint or the dispute has not been settled within fifteen working days of the date of the referral, the Chair of the Committee informs the complainant of the reasons and instructs him/her of the possibility of enforcing their claims with other institutions.

9. If disputes arise as to the performance of the obligations arising out of this KS which do not give entitlement to claims of individual employees, the Contracting Parties may establish a
conciliation body to discuss the dispute. The conciliation body will be set up within fifteen working days of the day when the two parties have agreed upon its establishment. If the conciliation body does not settle the dispute within 15 working days, it may be submitted for settlement through a mediator or arbitrator.

10. This KS applies to all employees of the Employer. Provisions of other employee-Employer agreements that are more favourable to employees than the provisions of this KS are not considered to be contradictory

**Article 2**

**Rights and Obligations of the Contracting Parties**

1. The Contracting Parties shall not restrict and discriminate employees because of their race, colour, language, gender, social origin, age, religion, political or other opinions, political affiliation, trade union activities, membership in a national or ethnic group or other status. The exercise of rights and obligations arising out of the employment relationships must be in accordance with the rules of fairness and civic coexistence; no one may abuse those rights to the detriment of the other Party in this Agreement, labour relations or of colleagues.

2. The right to participation in decision making
   The participation in decision making means a relationship between the trade unions or a trade union organization and the Employer where a prior written consent of the trade unions or a trade union organization is required for an act to be carried out or another action to be taken by the Employer; this is required, in particular, in the following cases:
   a) when determining the amount of fees for using the teaching and sports facilities by employees, their family members and retired persons – former employees,
   b) when the Employment Rules and Regulations and their amendments are issued,
   c) when issuing an internal wage regulation and its amendments,
   d) upon dismissal or immediate termination of employment by the Employer if the employee is a member of a trade union organization committee pursuant to Section 61 (2) of the Labour Code.

3. The right to discussion
   Discussion means either a written request to discuss a question and await the trade unions' opinion (up to within 15 working days), or a purposeful meeting of representatives of the parties, in which their views are recorded in a demonstrable manner. The trade unions and the persons empowered by them have the right to discuss with the Employer, before his/her final decision, in particular the following:
   a) taking measures by the Employer in order to ensure equal treatment and avoid discrimination against employees,
   b) employee evaluation system,
   c) an exceptional transfer of an employee to some other work pursuant to Section 41 of the Labour Code, if the total transfer time exceeds 22 working days in a calendar year and if the employee disagrees with the transfer,
   d) dismissal or immediate termination of employment by the Employer,
   e) the amount of compensation for damage and the manner of its payment exceeding CZK 1000, required from an employee,
   f) total amount of overtime.

4. The right to information
Information means, in particular, written submission of necessary supporting documents to trade union committees or the participation of an authorized representative of the Employer at a trade union committee meeting. The Employer invites representatives of trade unions to meetings that require, due to their contents, the presence of a trade union representative. Trade unions have the right to require from the Employer to provide them with information in writing about wage developments, average wages and wage components, the employee evaluation and remuneration systems, the employee training and teaching systems and other measures involving a number of employees.

5. The right to inspection
The right to inspection means that the Employer provides the trade union organizations with all the supporting necessary documents for the exercise of the inspection to the extent stipulated by the Labour Code and allows their representatives to enter all premises for which this is necessary from the point of view of the trade unions’ right to inspection. Trade union representatives that are in charge of inspection shall, when entering the workplace, show its head the relevant authorization signed by the chair of the trade union committee. The conclusions of the inspections shall be discussed, without delay, by the Employer with the trade union committees. Trade unions have the right to inspection especially in the area of compliance with the labour law, internal regulations and obligations arising from KS, and in the area of health and safety at work; they may make suggestions for improving the working environment.

6. The Employer undertakes:
   a) to recognize trade unions as representatives of all employees of UWB,
   b) to enable new employees upon their arrival to get acquainted with information on the activities of trade unions,
   c) to allow union officials to be absent from work in cases where this does not disturb the functioning of the workplace, give them time off for the exercise of trade union activities and for the purpose of participating in trade union training and education without prejudice to wages,
   d) to pay the costs associated with collective bargaining,
   e) to pay the costs of the corresponding room (Kollárova 19) and the necessary equipment (copier, shredder) for the necessary activities of trade unions,
   f) to ensure the implementation of regular monthly deductions for the trade union contribution of trade unionized employees and the sending of the sums withheld to the trade union account at the relevant financial institution, in accordance with Act 101/2000 Coll. on the Protection of Personal Data,
   g) to enable the placement of trade union displays and the location of trade union materials at individual workplaces and to allow trade unions to use the University’s web site networks,
   h) to ensure the publication of this KS on the UWB website (in the section "Important Documents").

7. The Trade Union organizations undertake:
   a) to act in order to preserve social peace,
   b) to support the Employer’s efforts to develop teaching, professional and research activity and occupational discipline,
   c) to support all activities aimed at increasing the qualifications of all employees,
   d) to promote the proper observance of generally binding legal regulations and internal rules and regulations of UWB,
e) to carry out inspection and inform the Employer, in particular, of the conditions for occupational health and safety, working and social conditions, observance of labour law and the employees' wage claims,

f) to issue, in January of the current year at the request of an employee, a certificate of paid membership fees for claiming deduction from the tax base.

### Article 3

**Negotiating Employment Contracts for a Specified Period**

1. The Contracting Parties agree that the Employer may, due to the specific nature of work and operational reasons at Universities, fail to proceed, in negotiating and extending a fixed-term employment relationship, under Section 39 (2) of the Labour Code for the employees referred to in (3) of this Article.

2. The reasons meant in (1) are:
   a) teaching, scientific, research, development and innovation, artistic or other creative activities are mainly financed from public funds of the Czech Republic, the territorial self-governing unit, the European Union or a foreign country, or from private funds which are provided without a claim and always for a limited period of time in order to ensure specified activities,
   b) ensuring the UWB operation is significantly influenced by the seasonality that causes the impossibility of employing, for an indefinite period, employees who operate mainly in the accommodation, catering and sport facilities of the Employer.

3. Employees concerned by the reasons set out in (2) include:
   a) staff working in the academic, scientific, teaching, technical, administrative or servicing positions of a scientific, research, development, innovation or creative task (i.e. a grant, a project or a contract) within the scope of the workload (part of the workload) agreed in the employment contract, where the task has a defined (limited) duration and its ongoing funding is dependent on a regular evaluation of the outcome of the task or the financial possibilities of the provider of funds,
   b) employees who work mainly in the seasonally operated accommodation and catering facilities,
   c) employees representing other employees in long-term sick leave or maternity and parental leave or in the exercise of a public office (§ 201 of the Labour Code); the condition for this is a written agreement on an alternate as part of the employment contract.

4. The Employer shall, when concluding and extending fixed-term employment relationships with employees referred to in Section 3 (a) proceed as follows:
   a) the Employer concludes contracts for a period corresponding to the needs of the project, i.e. in accordance with the rules of financing and the plan for staffing the project, without limiting the number of recurring fixed-term employment relationships,
   b) the Employer enters into employment relationships with employees referred to in Section 3 (a), as a rule, for a period of at least one year; exceptionally, the employment contract may be concluded for a shorter period,
c) the Employer informs an employee, before the expiry of the period for which the employment relationship has been agreed, whether he/she will be offered a further extension of the employment relationship,

d) in the case of employees who, prior to the commencement of the work referred to in Section 3 (a), were engaged in teaching, scientific, research or other activities financed from sources other than the project, upon completion of the work referred to in Section 3 (a), the conditions for the conclusion and repetition of fixed-term employment relationships are to be assessed in accordance with Section 39 (2) of the Labour Code, i.e. in the case of employees who, prior to the commencement of work under Section 3 (a), had a fixed-term employment relationship, upon completion of the work under Section 3 (a), it will be proceeded in accordance with Section 39 (2) of the Labour Code taking into account the duration of the employment relationship and the number of extensions of the employment relationship prior to commencing work under Section 3 (a)).

5. With employees who carry out seasonal work within the meaning of Section 2 (b), the Employer will enter into an employment relationship for the time of the season (part of the year in which seasonal work is required) without limitation of the number of recurrences and, if the situation so permits, employment relationships will be concluded for the benefit of the employees, i.e. repeatedly extended fixed-term employment contracts will be agreed for at least the medium term of one to three years, or contracts of indefinite duration will be concluded.

Article 4
Labour-Law Relations

1. Work contracts and any amendments thereto are, on principle, concluded in writing.

2. The employment relationship is agreed for an indefinite period unless its duration has been explicitly specified in the work contract. A probationary period of less than three months may be agreed in a newly concluded contract.

3. A senior employee is obliged to set the extent of work duties (job description) in writing to subordinate employees when they take up their duties or change their employment position.

4. Every employee has the right to apply for a vacant post with the Employer in advance, before it is offered to other candidates outside the University, excluding tenders and bankruptcy proceedings.

5. The Employer shall report to the trade union committees, on a quarterly basis, on agreed new and terminated employment relationships.

6. The Employer, when reducing staff numbers in the case of organizational changes, submits and discusses, with trade union committees, lists of employees and posts concerned together with a proposal for a solution concerning further employment of employees, however at least one month in advance before the application of the organizational change, including any terminations of employment relationships due to organizational changes.

7. On termination of the employment relationship with the Employer's notice (§ 52 of the Labour Code), the Employer provides the employee with basic information about his/her
rights. During the notice period, the employee is entitled to taking the necessary time off work in order to look for a new job, but no more than one half-day of paid leave per week, for a period of time corresponding to the notice period of two months.

8. Employees, where the employment relationship is terminated by the Employer's dismissal for the reasons stated in Section 52 (a) to (c), or by an agreement for the same reasons, are entitled, upon termination of employment, to severance pay in the amount:
   - one times their average earnings if their employment relationship with the Employer lasted less than one year,
   - double their average earnings if their employment relationship with the Employer lasted at least one year and less than two years,
   - three times their average earnings if their employment relationship with the Employer lasted at least two years and less than five years,
   - four times their average earnings if their employment relationship with the Employer lasted at least five years.

9. The weekly working time is set to 40 hours per week in a one-shift working mode. In two-shift operation workplaces, the weekly working time is set to 38.75 hours, while in three-shift and continuous work operation mode, the weekly working time is set to 37.5 hours per week.

10. The buffer period in which overtime must not exceed an average of eight hours a week, is set to 52 consecutive weeks.

11. The Employer is obliged to provide the employee with a minimum of 30 minutes of meal and rest breaks after a maximum of six hours of uninterrupted work. The juveniles must be given this break after a maximum of four and a half hours of continuous work. Meal and rest breaks are not allowed at the beginning and end of working hours. The specific start and duration of meal and rest breaks of the University staff are determined by the relevant senior employee, taking into account the nature of the activity performed by the employee. The meal and rest breaks provided are not counted as working time.

12. Annual holiday (origin of entitlement to leave, length of leave, duration of leave and salary compensation for taken leave) is governed by Sections 211 to 223 of the Labour Code. The time of holiday is determined by the Employer according to the holiday plan set with a prior approval of the trade unions. Employees may begin their holiday only with a prior written consent of their superior.

13. The Employer may, in agreement with the relevant trade union body, determine a mass take-up of the holiday if this is necessary for operational reasons.

14. The duration of holiday for the following employees is as follows
   - non-academic staff: six weeks per calendar year,
   - academic staff: eight weeks per calendar year.

15. Upon a written request, the Employer may exceptionally allow an employee to take time off work without a salary compensation, to the extent necessary, unless serious operational reasons prevent it, provided that the employee has already taken all his/her annual holiday. The Rector, the Bursar, Deans or Directors of a higher education institute decide on granting this kind of leave. Before taking this leave, an employee is obliged to make a written commitment to pay the full amount of money corresponding to the health insurance
premium which the Employer must pay for employees during the time when the employees are on leave without a salary compensation (Section 9 of Act No. 48/1997 Coll., on Public Health Insurance and on Amendment and Supplementation of Certain Related Acts), and state the method of payment of this amount. The relevant forms are available for download on the website: https://www.tiskopisy.zcu.cz.

**Article 5**

**Salaries**

1. The remuneration of employees is governed by an internal wage regulation, which is registered with the Ministry of Education, Youth and Sports.

2. Exceptional advance payments for wage payments are only allowed in very rare cases, not more than once per three months per employee.

3. The Employer and the trade unions shall discuss wages according to needs, at least once a year.

4. The Employer ensures that employees’ real wages do not fall. An increase in the tariff component of wages will be dealt with, during the effectiveness of this Collective Agreement, on the basis of the Employer's possibility.

5. The Employer applies a wage system that allows individual wage increases of employees on the basis of their performance, knowledge and controllable results and outputs in non-teaching, teaching, professional, scientific and artistic activity.

6. On the occasion of life anniversaries, the Employer, under the applicable regulations, provides rewards to employees employed by the Employer for a specified weekly working time:
   - upon reaching 50 years of age (depending on the length of employment with the University of West Bohemia):
     - 5,000,- CZK (from one to ten years)
     - 10,000,- CZK (over 10 years)
   - on termination of the employment relationship in connection with the retirement/full disability pension (depending on the length of employment with UWB):
     - a minimum of 6,000,- CZK (from one to ten years)
     - a minimum of 10,000,- CZK (over 10 years).

   Employees employed by the Employer for less than the set weekly working time are provided, by the Employer, a reward on the pro rata basis, depending on the workload in the month in which the situation establishing the right to receive the reward occurred. The reward may be provided in the case of more employment relationships at UWB, always up to the sum of workloads equalling one.

7. Within 30 days of the end of the calendar half-year, the Employer provides the trade union committees with written information on the number of employees and the wage developments, in particular the amount of disbursements by individual sources broken down by workplaces.

**Article 6**

**Care of Staff**
1. Catering
   Under the relevant internal rule, the Employer:
   a) enables catering to staff in the University canteens and contracted canteens,
   b) ensures the sale of meal vouchers and their purchase by employees,
   c) provides catering allowance under applicable rules.

2. Occupational medical care
   The Employer shall ensure employees' occupational medical care in accordance with the relevant legal rules. The contracted physician for UWB in Pilsen is MUDr. Rudolf Červený, nám. Republiky 27, Plzeň.

3. Social Fund
   The Employer continuously discusses with trade unions any changes in the conditions of use of funds of the Social Fund.

4. Recreation
   For the purpose of recreation, the Employer preferentially allocates the training centre in Nečtiny for employees and their family members (children, spouse, partner/companion) during Christmas, the spring holiday, for weekend stays during the winter season (December to April) and at the time of ordered mass holiday, in all cases on the basis of submitted requests. The Employer allows pensioners – their former employees – to be accommodated in the training centre under conditions similar to those of employees.

5. Housing issue
   The Personnel Division keeps a record/list of applicants for service flats and dormitories.

6. Sporting activity
   The Employer offers, according to the possibilities and interest of employees, recreational physical education and rehabilitation activities for employees and their family members, as well as former employees (pensioners) in their facilities, especially in gymnasiums and fitness centres in a total of 12 hours per week.

7. Learning and retraining
   The Employer organizes courses of English and German for groups of up to 30 participants, according to the possibilities and interests of employees. If necessary, further professional training events will be organized.

8. Measures to improve the care of selected groups of employees and pensioners
   a) The Employer enables:
      • Employees caring alone for a child (children) of up to ten years of age or a person requiring special care to adjust their working time; if possible, the workplace provides one day off work without pay per calendar month upon the approval of the Head of Department. This benefit is not subject to the exhaustion of holiday leave. Documentation on granting time off work must be delivered in the Personnel Division before it is taken,
      • in the case of interest, organization of lectures and discussions for pensioners – former employees,
      • once a year, according to the possibilities of individual faculties and trade unions, organization of meetings with pensioners – former employees,
   b) The Employer and trade union committees jointly organize meetings with jubilants (twice a year).
9. Other social services
   The Employer provides their employees with the following options:
   a) freight or passenger transport (for the price of fuel and the driver's wage);
   b) sporting equipment according to the pricelist of rental and services,
   c) work in workshops at usual prices,
   d) preferential sale of unused discarded material and products.

Article 7
Safety at Work and Health Protection of Staff

Care for safety at work and health protection of staff at work, and constant improvement of the working environment is a basic duty of the Employer; it is governed, in particular, by the Labour Code. The Employer ensures, in particular:
   a) classification/placement of employees in a position (function) and a workplace with regard to their health and abilities,
   b) verifying the completeness and validity of the operational documentation, the completeness of training and the verification of safety at work,
   c) free provision of personal protective equipment (PPE) pursuant to Directive 23R/2011 and checking and updating of the list of PPEs referred to in the Annex to this Directive,
   d) checking compliance with the decision on binding guidelines of competent authorities regarding safety and environmental protection.

Article 8
Final Provisions

1. The recipient of complaints addresses employees' complaints about breaches of agreed obligations enforced in KS pursuant to Article 1 (9) of KS.

2. The Contracting Parties take note that the full wording of the UWB internal rules and regulations, including the wage regulations, is published on the UWB website (at: http://legislativa.zcu.cz) with the possibility of access for all users of the UWB computer network.

3. This Collective Agreement is valid and effective from the date of its signing by all Contracting Parties until the conclusion of a new KS.

4. An amendment or supplementations of KS will be dealt with at the request of any Contracting Party, in particular in the event of a change of legislation affecting the obligations contained in this KS, to the extent to which the respective obligations will be affected.

5. This KS containing 11 pages has been prepared in five originals, each Party receiving one copy.

In Pilsen, on
The Trade Union Organization of Employees in ICT
Represented by
Ing. Michal Švamberg