

Collective Bargaining Agreement

entered into by and between

Brno University of Technology
represented by prof. RNDr. Ing. Petr Štěpánek, CSc., Rector

and

Employees of Brno University of Technology,
represented by the Trade Union Co-ordination Council

pursuant to Act No. 2/1991 Coll., on collective bargaining, as amended, and Act No. 262/2006 Coll., the Labour Code, as amended (hereinafter the “Labour Code”)

now therefore the Parties,

Brno University of Technology (hereinafter the “Employer” or “BUT”),
represented by prof. RNDr. Ing. Petr Štěpánek, CSc., Rector,

and

Trade Union Co-ordination Council (hereinafter the Co-ordination Council), representing the Faculty Trade Union Organisation of the Faculty of Civil Engineering and the basic trade union organisations of the Higher-education Institutions’ Trade Union of the Faculty of Mechanical Engineering, Faculty of Electrical Engineering and Communication, Faculty of Information Technology, Faculty of Architecture, Faculty of Business and Management, Faculty of Chemistry, Accommodation and Catering Services, Rectorate including management and internal administration (also applicable to units of the Faculty of Fine Arts and other component parts of BUT not specified above)

enter into this Collective Bargaining Agreement:

Part I **Recitals**

Article 1

Subject of the Collective Bargaining Agreement

In accordance with Act No. 2/1991 Coll., on collective bargaining, this Collective Bargaining Agreement provides for individual and collective relationships between the Employer and the employees and stipulates the rights and obligations of the Parties hereto.

Article 2

Binding Effect of the Collective Bargaining Agreement

1. The Collective Bargaining Agreement is binding on both Parties and all employees of the Employer. The salary-related rights and other rights under labour law regulated by the Collective Bargaining Agreement may not be stipulated by the Employer or agreed between the Employer and an employee in derogation of the Collective Bargaining Agreement.

2. The provisions of this Collective Bargaining Agreement are binding on any collective bargaining agreements entered into by the Employer's senior employees authorised to act for BUT in labour-law matters under the Act on Higher-education Institutions, the Statute or a decision of the Rector and by the competent trade union organisations.

Part II

Co-operation of the Parties

Article 3

Joint Obligations

The Parties agree:

- a) not to discriminate against employees on grounds of race, ethnic origin, nationality, sex, sexual orientation, age, disability, religion, beliefs and membership or discharge of office in a trade union organisation; the exercise of the rights and obligations following from labour-law relationships and this Collective Bargaining Agreement must be in accordance with good morals;
- b) to develop mutual proper relations with the objective of ensuring industrial peace;
- c) to inform each other of any prepared measures and plans pertaining to the plans of the other Party to this contractual relationship, including information on opinions concerning any internal regulations and internal standards under preparation which pertain to labour-law relationships.

Article 4

Employer's Obligations

The Employer agrees:

- a) to respect the employees' freedom of association in trade union matters;
- b) to provide on an adequate scale, in so far as physical conditions so permit, office spaces with the necessary equipment for the necessary operation of trade union organisations and provide for maintenance and operability of the required telecommunication means; the office spaces shall be provided on the basis of written agreements on use and equipment of office spaces;
- c) to provide for the payment of membership contributions by means of deduction from the salary of an employee who is a member of a trade union organisation, subject to the respective employee's consent, and deduct the paid trade union membership contributions from the tax base at the employee's request, within the scope stipulated by the legal regulations; deduction from other income in the sense of Section 145 of the Labour Code is also considered deduction from salary;
- d) to enable trade union organisations to perform, within the scope of their competence, control of compliance with labour-law regulations, regulations, occupational safety and health protection regulations and employment regulations and the obligations following from this Collective Bargaining Agreement;
- e) to enable an authorised representative of the Co-ordination Council to consult the Rector's Council on any matters in which the Co-ordination Council has an interest;
- f) to enable participation of a Co-ordination Council representative in any panels that prepare fundamental organisational adaptations and adaptations in the remuneration system;
- g) to respect the Co-ordination Council's right to information, consultation and co-determination (Art. 6 to 8) in matters of school-wide nature.

Article 5

Obligations of Trade Union Organisations

1. Members of trade union organisations shall maintain confidentiality of any matters they learn in discharging their office, where breach of the confidentiality obligation could result in violation of

business secrets or unauthorised handling of confidential information. This obligation shall continue to apply for the period of one year following termination of their office unless a special regulation stipulates otherwise.

2. The Co-ordination Council agrees to:

- a) respect the operational needs of the Employer, protect the Employer's goodwill at the workplace and in public;
- b) enable the Employer (appointed employees) to consult at the Co-ordination Council's meetings any matters in which the Employer has an interest.

Article 6 Co-Determination Rights

1. Co-determination means the relationship between the Employer and the competent trade union organisation, where the performance of a legal act or some other measure of the Employer requires the prior consent of, or agreement with, the trade union organisation.

2. The Co-ordination Council shall co-determine the issuing of, and amendments to, the work rules (Section 306 (4) of the Labour Code).

3. The competent trade union organisation shall co-determine with the Employer in the following cases:

- a) determination of the schedule of holidays (Section 217 (1) of the Labour Code);
- b) determination of the schedule of collective taking of annual leave if this is necessary for operational reasons, with a duration not exceeding two weeks (Section 220 of the Labour Code);
- c) notice of termination given by the Employer or summary dismissal of members of a body of the trade union organisation operating at the Employer (Section 61 (2) of the Labour Code). Competent trade union body is the body that is authorised to act in legal relations on behalf of the competent trade union.

Article 7 Right of Consultation (Collaboration)

1. Consultation means forms of negotiations between the Employer and the competent trade union organisation in which both parties reasonably (as a rule, thirty days) in advance consult individual matters, exchange basic documents and views and consult their positions with a view to reaching consensus (Sections 280 and 287 (2) of the Labour Code). To the extent possible, the Employer shall take account of the opinions of the trade union organisation.

2. Measures concerning a major number of employees on which the Employer should consult the trade union organisation in the sense of Section 287 (2)(g) of the Labour Code are those relating to at least ten employees or all employees at a unit (department).

Article 8 Right to Information

1. A Party shall provide information to the other Party in person or in writing. If a Party requests that information provided in writing be supplemented or explained, the other Party is obliged to comply with the request.

2. The Employer shall provide the following information to the competent trade union organisation (Sections 279 and 287 (1) of the Labour Code, i.e. in particular the following information:

- a) on employment relationships arranged and terminated in the past three months, structured by calendar months;
- b) on salary development in the past year;

- c) on the implementation of staff policy and social policy and on plans and solutions for the upcoming half-year;
- d) report on the profit/loss in the past year;
- e) on any organisational adaptations under preparation or rationalisation measures that will result in employee dismissal, as a rule three months before the measures are implemented;
- f) on occupational safety and health protection within the scope stipulated in Sections 101 to 106 (1) and Section 108 of the Labour Code.

The Employer shall provide the information listed under subpar. (b) to (f) above to the Co-ordination Council for the entire BUT.

3. In justified cases, the Employer shall invite authorised representatives of trade union organisations to working meetings of senior employees.

4. The competent trade union organisation shall provide the Employer with information on the trade union authorities (complete list of names) which have the right to co-determine with the Employer always when a change in their composition occurs.

Part III Working Conditions

Article 9 Commencement, Changes and Termination of an Employment Relationship

1. The commencement, changes and termination of an employment relationship are regulated by Sections 30 to 73a of the Labour Code.

2. If notice of termination of an employment relationship has been given, the employment relationship shall terminate upon expiry of the notice period. The notice period shall be two months. The notice period shall commence on the first day of the calendar month following after delivery of the notice of termination and end upon expiry of the last day of the relevant calendar month, subject to exceptions following from Section 53 (2), Section 54 (b) and Section 63.

3. The Parties agree that optimisation of employee numbers or professional structure of employees shall always be carefully considered and the competent trade union organisation shall always be timely consulted on such changes.

4. For reasons of the special nature of work at a public higher-education institution and for operational reasons, Section 39 (2) of the Labour Code need not be observed in establishing and extending employment relationships for a fixed term with the groups of employees listed in paragraph 6 of this Article.

5. The special nature of work at a higher-education institution and operational reasons consist in the following:

- a) pedagogical activities, research and development incl. the respective administrative activities paid in the form of projects from subsidy, non-subsidy and purpose-specific funds are usually performed for a limited term and with a limited requirements for positions which are usually defined by the providers of such projects;
- b) the school's operation is significantly influenced by the season and structure of the academic year and the related uneven distribution of workload.

6. The limitation on arranging employment relationships for a fixed term (Section 39 (2) of the Labour Code) shall not apply to the employment relationships of employees who:

- a) work on a scientific or research project within a workload (also on a part-time basis) arranged in the employment contract; the scientific or research project has a defined (limited) duration and its pay-as-you-go funding depends on a regular evaluation of results of the given scientific or research project;

- b) perform seasonal work, i.e. work which depends on the heating season, operation of accommodation facilities and catering facilities during the academic year or the operation of sporting facilities in summer;
- c) work as a substitute for an employee who is unfit to work in the long term or are on maternity or parental leave or discharge a public office (Section 201 of the Labour Code);
- d) are students in a certified programme and the arranged work has technical or technical and research nature related to the given programme, research work or final thesis and is limited to an academic year or the period of teaching during an academic year.

7. For Employees specified in par. 6, the employment relationship agreed for a fixed term may be agreed repeatedly or extended several times. The fixed-term employment relationship is usually agreed for a period necessary for performance of the respective activity. For Employees specified in par. 6 (a) and (d), the fixed term may not exceed 5 years since the last change.

8. The Employer shall discuss with an employee who is employed for a fixed term the intention to extend (or not to extend) the employment relationship at least two months before expiry of the term of the employment relationship.

9. The Employer shall inform employees of vacancies for an indefinite term that would be suitable for further working assignment of employees employed by the Employer for a fixed term.

10. If an employee listed under par. 6 of this Article, whose employment relationship for a fixed term has been extended more than three times, shows interest in a position which is appropriate to the employee's qualification and if employment for an indefinite term can be arranged, the Employer shall comply with the employee's request if so permitted by the Employer's operational conditions.

Article 10 Working Hours

1. Working hours and their scheduling are defined in Sections 78 to 100 of the Labour Code, the BUT work rules and the employer's internal regulation stipulating working hours of academic staff issued in conformity with Section 70a of Act No. 111/1998 Coll., on universities, effective from 1 July 2019.

The set weekly working hours equal:

- a) 40 hours per week;
- b) 38.75 hours per week for employees with a two-shift work regime;
- c) 37.5 hours per week for employees with a three-shift and continuous work regime.

2. Flexible working hours shall be applied under Section 85 of the Labour Code within the compensatory period equal to one month.

3. Unless prevented by serious operational reasons, the Employer may arrange reduced working hours with an employee.

4. In case of uneven distribution of working hours to individual weeks within the schedule of shifts, the average weekly working hours, excluding work overtime, may not exceed the weekly working hours in a period that may not exceed 52 consecutive weeks.

Article 11 Overtime Work, Night Work and Being on Call

1. The Employer shall consult the competent trade union organisations on the total scope of overtime work in a calendar year and its development in the same period.

2. Overtime work may be performed only exceptionally. Overtime work may be ordered on the grounds of serious operational reasons also in the period of uninterrupted rest between two shifts or, as

appropriate, on non-working days for the following:

- a) urgent repair work;
- b) stocktaking and work related to closing of accounts;
- c) work performed in continuous operations for an employee who failed to appear for a shift;
- d) work to avoid imminent danger to life, health, in fire, natural disasters and other extraordinary situations.

Overtime work immediately following after an eight-hour night shift may be ordered by the Employer only in very exceptional situations, for a maximum of four hours.

3. The total scope of work overtime may not exceed, on average, 8 hours per week over a period of 52 consecutive weeks (compensatory period). The following factors are taken into consideration in assessing observance of the total scope of overtime work:

- a) duration of the employee's employment relationship in a calendar year if the employment relationship lasted during a part of the year;
- b) a period of 52 weeks commencing on the first of January in the event that the employment relationship lasted for a calendar year.

However, the total scope of overtime work of employees who perform risky work may not exceed 150 hours in a calendar year.

4. Senior employees are responsible within the scope of their competence for observance of overtime work limits of an individual employee and for keeping proper records of overtime work.

5. Night work is work performed in the period between 10.00 p.m. and 6.00 a.m. The Employer is obliged to:

- a) ensure that an employee working at night is examined by a physician providing occupational medicine care:
 - prior to the employee's assignment to night work;
 - regularly as necessary, but at least once every two years;
 - at any time during assignment for night work if requested by the employee.
- b) ensure appropriate social conditions for employees working at night, in particular food and drinks;
- c) ensure that the workplace is equipped with means for first aid, including means allowing for calling emergency medical assistance;
- d) ensure that night work is not performed by the following:
 - pregnant women and mothers to the ninth month after birth;
 - employees who have been found unfit for such work on the basis of a medical certificate;
 - juveniles, with the exception of vocational training of persons over 16 years of age not exceeding one hour of night work.

6. Being on call (time during which an employee is prepared to perform work) is possible only outside the employee's workplace and on the basis of written agreement with the employee. An employee is entitled to remuneration for being on call and to salary for the performance of work during the period of being on call, and the performance of work during the period of being on call in excess of the set weekly working hours is considered to be overtime work.

Article 12 Annual Leave

1. Annual leave is regulated by the Labour Code (Sections 211 to 223 of the Labour Code) and the BUT work rules. The extent of annual leave for a calendar year shall be as follows:

- a) 8 weeks for academic staff; and
- b) 6 weeks for other employees.

2. Where annual leave is taken by an employee with working hours unevenly distributed over the period of individual weeks or over the period of the entire calendar year, the employee is entitled to a number of days of annual leave that corresponds to the period of his annual leave on average for the entire year.

3. The schedule of taking annual leave shall be prepared by the Employer based on agreement with the trade union organisation, as a rule by the end of May for the relevant calendar year.

4. When calculating the proportional part of the leave, rounding to the nearest half day shall be as follows:

- if the value after the decimal point results in the interval from x, 01 inclusive to x, 24 inclusive, the value is rounded down to the whole day,
- for the result of the value after the decimal point in the interval from x, 25 inclusive to x, 74 inclusive, the value is rounded to 0,5 days,
- if the value of the value after the decimal point is in the interval from x, 75 inclusive to x, 99 inclusive, the value is rounded up to the whole day.

Article 13 Impediments to Work

1. The conditions for the provision of time off and compensation for salary on the grounds of impediments to work on the employee's part are determined in the BUT Work Rules and in Sections 191 to 206 of the Labour Code. The scope and extent of other important personal impediments to work in case of which an employee is to be provided with time off, or time off with compensation for salary, are stipulated in Government Regulation No. 590/2006 Coll.

2. The conditions for the provision of time off and, if appropriate, compensation for salary on the grounds of impediments to work on the Employer's part are determined in Sections 207 to 210 of the Labour Code.

3. An employee is obliged to request in time that the Employer provide time off if the impediment is known in advance, otherwise without undue delay. An employee is obliged to prove an impediment to work to the Employer.

Article 14 Compensation for Damage in Occupational Injury and Occupational Disease

1. The Employer's liability for damage in occupational injuries and occupational diseases is regulated by Sections 365 to 393 of the Labour Code, until the date of effect of Act No. 266/2006 Coll., on employee accident insurance. The Employer is obliged to consult the trade union and the employee on the manner and amount of compensation for damage without undue delay.

2. Compensation for loss of earnings and compensation for costs of maintenance of survivors shall be paid by the Employer regularly once a month unless some other method of payment has been agreed. In accordance with the Employer's valid insurance contract, the Employer shall provide the individual types of compensation through an insurer.

3. Compensation for damage to the survivors of an employee who died as a consequence of an occupational injury or occupational disease shall be provided under Sections 375 to 379 of the Labour Code.

Article 15 Offices in the Trade Union

1. The Employer shall provide time off with compensation for salary for the discharge of the office

of member of a body of a trade union organisation (chairperson of a trade union organisation, member of a committee of a trade union organisation or member of a higher trade union body) and for representatives of a trade union organisation who take part in a trade union meeting as elected representatives.

2. The Employer shall provide time off to other members of a trade union organisation who take part in trade union meetings or conferences without compensation for salary with the possibility to work to compensate the time off.

3. Unless prevented by serious operational reasons, the Employer shall provide time off with compensation for salary to members of a trade union organisation for participation in training organised by the trade union organisation for 5 days in a calendar year.

4. The granting of time off under the preceding paragraphs is conditional on requesting in time that the Employer release the employee from work, or notifying the Employer without undue delay if the employee is aware of the impediment to work in advance, and on proving the impediment to work.

Article 16 Complaints and Comments

1. Complaints and comments may be raised by working teams and individual employees through trade union organisations and senior employees. Senior employees are obliged to respond to complaints and comments without undue delay. Employees must receive a reply to every written complaint within thirty days.

2. Disputes between an employee and the Employer following from labour-law relationships shall be resolved only by courts.

Part IV Employee Care

Article 17 Healthcare

1. The Employer shall provide for occupational medicine care for the employees (internal preventive care) at a physician who performs this activity for the Employer on a contractual basis.

2. The Employer's duties in the area of employee occupational healthcare are stipulated by the applicable legal regulations and, in relation to employees performing risky work, also by decisions of the competent public health authority.

3. The costs connected with securing occupational safety and health protection shall be borne by the Employer; these costs may not be directly or indirectly transferred to employees. The costs related to the occupational medicine examinations of employees under par. 2 above shall be covered by the Employer.

Article 18 Social Fund, Employee Recreation

1. The Employer shall establish the social fund. The utilisation of the social fund shall be governed by an internal rule on which the Employer shall consult the Co-ordination Council.

2. The capacity of recreational and training centres, unless used for student training, shall be preferentially used for recreational stays of the employees. The utilisation of a centre's capacity and price for accommodation for each calendar year shall be discussed at the Co-ordination Council.

3. The Employer shall enable utilisation of BUT sports centres for the employees' recreational needs through the following:

a) Centre of Sports Activities;

b) activities of the Higher Education Institutions' Trade Union organisations;

while respecting the needs of teaching and operational regime of the individual sporting facilities.

4. The Employer shall provide a bus for participation of the trade union organisations in sporting and cultural events at the cost incurred.

Article 19 Catering

The Employer

1. Shall enable catering for employees in an employment relationship in BUT canteens (Employer's facilities), or other catering facilities, including the possibility to use meal vouchers for public catering. The Employer shall enable catering for all BUT employees during a work shift (Section 78 (1)(c) of the Labour Code), subject to compliance with the condition of work performance, i.e. completed work shift.

2. shall provide to the Employees:

a) catering in own catering facilities and shall pay operating costs of the catering facility without the price of food; or

b) contributions for catering provided through other entities in the amount up to 55% of the price of one main meal during one working shift, but no more than up to 70% of the meal allowance stipulated for employees specified in Section 6 (7)(a) of the Income Tax Act during the term of a business trip lasting from five to twelve hours. The amount of the contribution for catering provided through other entities will be set by a decision.

Catering in the Employer's facilities also includes catering provided in the Employer's facilities through other entities. Employees may choose the catering type by taking meal through the Employee's card in the Employer's own catering facility or by requesting meal vouchers. In one day, main meal may only be provided through one catering type.

3. Shall enable employees to collect a number of main meals corresponding to the number of shifts completed. For these purposes, work shift means a shift lasting at least 3 hours. For these purposes, if an employee has several employment relationships at BUT, the times of work shifts in the relevant day shall be added together. If the sum of all hours of all work shifts of an employee in the relevant day exceeds 11 hours, the Employer shall provide the employee with a meal allowance for the given day multiplied by a factor calculated by dividing the hours worked by one fifth of the full weekly working hours of the relevant shift.

4. Shall collect payments for the meal vouchers and meals collected using the employee card by means of deduction from salary for employees who have signed the agreement on deduction from salary or agreement on mutual set-off of receivables.

Article 20 Educational Activities

1. To the extent permitted by operational conditions, the Employer shall enable the employees to increase the attained qualifications.

Increasing attained qualifications also means obtaining or broadening qualifications. If increasing qualifications is in accordance with the Employer's needs, the Employer shall provide the employees with time off with compensation for salary on the basis of the concluded agreement on increasing qualifications (Sections 234 and 235 of the Labour Code). In the event of increasing qualification in an employee's interest, the Employer shall provide the employee with time off without compensation for salary, to the extent permitted by operational conditions.

2. The Employer shall enable the employees to improve their qualifications for the performance of the work agreed in the employment contract through participation in training and courses. The Employer may order an employee to take part in such courses, where such participation shall be

considered to be performance of work. Improving qualifications also means supplementing, maintaining and renewing qualifications. Participation in other courses and training that cannot be regarded as improving qualifications is in the employees' interest and the Employer shall enable the employees to participate in such training and courses by providing annual leave or time off unless this is prevented by operational reasons.

3. The Employer shall actively support improvement of employees' language skills. The details, in particular the method of payment of the course and Employer's contribution, are stipulated by the collective bargaining agreements of BUT's component parts.

Part V Occupational Safety and Health Protection

Article 21

1. The obligations of the Employer, rights and obligations of the employees and participation of trade union organisations in the area of occupational safety and health protection are stipulated by the Labour Code (Sections 101 to 108) and other legal and other regulations for ensuring occupational safety and health protection.

2. The Employer shall create such working conditions as to ensure employees can perform work safely in a working environment meeting the requirements of the applicable legal regulations.

3. Smoking is prohibited at the Employer's workplaces where this is stipulated by special regulations and at workplaces where at least one non-smoker is employed. The Employer may forbid smoking in all premises within a section of the school.

4. If this is required by the work performed by the employees, the Employer shall provide them with free personal protective equipment, washing, cleaning and disinfection agents and shall provide for free cleaning and repairs of personal protective equipment and clothing.

5. The Employer agrees:

- a) to organise once annually, in co-operation with the competent trade union organisations, inspections of occupational safety and health protection at all workplaces, provide for remedying the ascertained defects and acquaint the employees and the trade union organisations with the results of the inspections;
- b) to provide for measurement of risk factors in the working environment of risky workplaces in the event that the environment has significantly changed and, based on the results of the measurement, take technical and, if appropriate, organisational measures within deadlines set by a decision of a public health authority;
- c) to advise the employees who are exposed to harmful effects (such as vibrations, noise, carcinogenic and chemical substances, etc.) about the related hazards and safety measures to be observed.

Part VI Remuneration of Employees

Article 22 Basic Regulation of Remuneration Conditions

1. The salaries of BUT employees are regulated by the BUT Salary Rules (registered by the Ministry of Education, Youth and Sports on 9 May 2017 under Ref. No. MSMT-11858/21017), which was issued on the basis of Section 17 (1)(d) of Act No. 111/1998 Coll., on higher-education institutions and amending and supplementing other laws, as amended, and Section 305 of the Labour Code. The current consolidated version of the Salary Rules forms Annex 1 of the Collective Bargaining Agreement.

2. Employee remuneration and salaries are further regulated by the following:

- a) Section 138 of the Labour Code – remuneration for work performed on the basis of agreements on work performed outside an employment relationship;
- b) Section 67a to 68 of the Labour Code and Article 25 and 26 of the Collective Bargaining Agreement.

3. An employee's salary may not be less than the minimum salary (Section 111 of the Labour Code). The minimum monthly salary shall apply for these purposes.

4. Salaries shall be payable monthly in arrears and the payment date shall be the ninth business day of the following calendar month at the latest. If the day is a Monday or a day after a holiday, the payment date shall be the tenth business day. Salaries paid by wire transfer shall be remitted to the employees' accounts two days before the payment dates. A list of payment terms in the respective calendar year forms Annex 2 to this Collective Bargaining Agreement.

5. Advances on salary shall not be paid.

6. The salary shall be rounded up to the nearest whole crown.

7. Both Parties envisage that salaries and, if appropriate, other pecuniary performances, will be paid primarily by wire transfer into the employees' accounts.

8. An employee's work on projects, science and research tasks shall be paid from the following earmarked sources of funding:

- a) within an already existing labour-law relationship; or
- b) within another labour-law relationship if some other type of work is concerned.

9. The Employer shall acquaint a new employee with the salary system, salary calculation method and the information contained in the pay slip. Explanation shall be provided in the event of any ambiguity or irregularity in salary payments (Article 16).

10. The Employer shall monitor and annually evaluate the conditions (economic, tax, administrative, incentive conditions) for applying an incentive system of employee benefits and various forms of the same.

Article 23 Salary Tariff and Salary Classes

1. A monthly salary tariff system shall apply to all employees (except for employees remunerated by contractual salary). The salary tariffs in the individual salary classes are specified in annexes to the Salary Rules.

2. Contractual salary shall be provided in accordance with the provisions contained in the Salary Rules. The specific conditions of contractual salary are regulated in an individual agreement.

Article 24 Salary Premiums, Salary for Work Overtime and on Holiday, Bonuses

1. The Salary Rules stipulate the conditions for providing personal premium, bonuses, premium for the discharge of office and for leadership, premium for representation, special premium, salary or compensatory time-off for overtime work, salary for work on Saturdays and Sundays, salary, time-off or compensation for salary for a holiday, split shift premium.

2. The premium for work on Saturdays and Sundays has increased to 25% of the average earnings per hour.

3. An employee performing work in an unfavourable working environment is entitled to the attained salary and a premium in an amount determined by the Salary Rules for each hour of work in such environment.

In the event of a change in the working environment relevant for granting the premium (for example, changes in working procedures, introduction of new hygienic measures, change in the performed work, etc.), the Employer shall assess the work performed and remove the premium if there are reasons for

doing so.

Always as of the first day of September, the Employer shall verify whether the conditions for granting the premium continue to exist and shall make a decision on its payment for the upcoming period not exceeding one year.

4. For an hour of work at night, an employee is entitled to the attained salary and a premium in an amount specified by the Salary Rules.

The premiums provided for work at night, in an unfavourable working environment, for work on Saturdays and Sundays, overtime work and work on holidays may be provided in parallel if the conditions for granting them have been met. Entitlement to premiums or salary arises for the actual time of work, where the Employer shall add together all the time worked in a calendar month.

5. An employee whose working time has been scheduled by the Employer in the framework of a two-shift, three-shift or continuous operation so that the employee alternately performs work within the morning, afternoon and night shifts, as appropriate, shall receive a premium in an amount determined by the Salary Rules.

6. An employee shall be entitled to remuneration in the amount of 10% of the employee's average earnings for the period of being on call. An employee may not be on call for more than 48 hours in a calendar month. The period of being on call during which work is not performed shall not be included in the working time and remuneration provided to an employee for being on call is not a salary. An employee is entitled to a salary for the performance of work during the period of being on call; in that case, no remuneration for being on call shall be payable to the employee.

Article 25 Severance Pay

1. Employees whose employment relationship is terminated by notice given by the Employer on the grounds stipulated in Section 52 (a) to (c) of the Labour Code or by agreement on the same grounds are entitled to a severance pay equal to one to three times the average monthly earnings upon termination of the employment relationship (statutory entitlement in the sense of Section 67 of the Labour Code).

Employees whose employment relationship is terminated by notice given by the Employer on the grounds stipulated in Section 52 (d) or by agreement on the same grounds shall be entitled to a severance pay equal to twelve times the average monthly earnings upon termination of the employment relationship.

2. The severance pay of an employee who has been given notice of termination on the grounds of organisational adaptations under Section 52 (a) to (c) of the Labour Code or whose employment relationship has been terminated by agreement on the same grounds shall be increased by:

- a) an amount equal to twice the average monthly earnings if the employee's employment relationship is terminated by agreement before commencement of the notice period; the employee is entitled to the severance pay together with the statutory entitlement in the total amount of three to five times the average monthly earnings depending on the duration of the employee's employment relationship at BUT in the sense of Section 67 of the Labour Code;
- b) the amount of the average monthly earnings if the employee's employment relationship is terminated by agreement by the end of the first month of the notice period; the employee is entitled to the severance pay together with the statutory entitlement in the total amount of two to four times the average monthly earnings depending on the duration of the employee's employment relationship at BUT in the sense of Section 67 of the Labour Code.

3. The severance pay shall be paid by the Employer after the termination of the employment relationship on the next salary payment date unless the Employer agrees with the employee that the severance pay will be paid on some other date.

4. If, after the termination of a labour law relationship, an employee re-commences work in a labour relationship at BUT before expiry of the time determined on the basis of the number of multiples

of average monthly earnings from which the amount of the severance pay was derived, the employee is obliged to return the severance pay or a proportional part thereof, as applicable. The proportional part shall be determined according to the number of calendar days from new commencement of work to expiry of the period pursuant to the previous sentence.

5. An employee whose Employer is subject to the passage of rights and obligations under labour-law relationships in the sense of Section 338 *et seq.* of the Labour Code shall not be entitled to severance pay.

Article 26 Transitional Allowance

Transitional allowance may be paid to employees whose employment relationship has been terminated by agreement as a result of the Employer's organisational adaptations on grounds other than those specified in Section 52 (a) to (c) of the Labour Code. The maximum amount of the transitional allowance is three times the employee's average monthly earnings. An employee who enters into a new employment relationship at BUT within one year after the termination of the employment relationship is obliged to return the transitional allowance.

Article 27 Average Earnings

1. In determining average earnings for labour-law purposes, the legal provisions contained in Section 351 *et seq.* of the Labour Code shall apply, where:

- a) bonuses shall be included in the quarter in which they were provided unless a longer period has been set;
- b) if salary (or part thereof), provided for a period longer than a calendar quarter, is accounted for payment to an employee in the decisive period, its proportional part corresponding to a calendar quarter shall be determined for the purposes of determining the average earnings; the remaining part(s) of this salary shall be included in the gross salary in determination of the average earnings in the following period(s). The number of following periods shall be determined according to the total period of time for which the salary is provided. For the purposes of determining the average earnings, the gross salary in the decisive period shall include the proportional part of the salary pursuant to the first sentence corresponding to the period of work performed.

The average number of working hours per month in an average year shall be used for calculating the gross monthly earnings. Thus, the calculation is based on the weekly working hours of the relevant employee, an average year (for this purpose, 365.25 days) and average number of weeks per month (4.348 weeks).

2. If a bonus from a single source is accounted for payment to an employee in a calendar month in an amount exceeding five times the employee's tariff salary, the bonus shall be considered to have been provided for a period of at least two quarters and shall be included in at least two periods for the purposes of determining average earnings. For a bonus exceeding ten times the tariff salary, the bonus shall be included in four periods.

Part VII Final Provisions

Article 28

1. The Parties agree that in the event of disagreement concerning the contents of this Collective Bargaining Agreement, they shall open negotiations through their representatives, endeavouring to avoid a collective dispute regarding performance of the Collective Bargaining Agreement. In the event of invalidity of any of the provisions of this Collective Bargaining Agreement, the relevant rights and obligations shall be governed by the applicable legal regulations.

2. A change or supplementation of this Collective Bargaining Agreement may be proposed in writing by any of the Parties. Both Parties are obliged to discuss a proposal for a change or supplementation within 14 days of its delivery.

3. This Collective Bargaining Agreement supersedes the Collective Bargaining Agreement entered into on 30 March 2018 and comes into force and effect on 1 May 2019. The force and effect shall terminate not later than on 30 April 2021, unless the force and effect are extended based on agreement of the Parties or unless the Collective Bargaining Agreement is superseded by a new collective bargaining agreement.

4. The Parties agree to initiate negotiations by 31 January 2021 on the possible extension of effect of this Collective Bargaining Agreement or entering into a new collective bargaining agreement.

5. This Collective Bargaining Agreement must be accessible for all employees and the Parties are obliged to acquaint the employees with the contents of the Collective Bargaining Agreement within 15 days of its execution.

In Brno on

Prof. RNDr. Ing. Petr Štěpánek, CSc.,
Rector

Ing. Jiří Luňáček, Ph.D., MBA,
Chairman of the Co-ordination
Council