

### Work Regulations (SR 2/2025)

	Prepared by:	Reviewed by:	Approved by:
Name:	Ing. Jana Laifrová	Ing. Tomáš Zouhar	doc. Ing. Petr Dvořák, Ph.D.
Department/position:	Head of Wage and	Bursar	Rector
	Personnel		
	Department (MPO)		
Date:	May 29, 2025	May 29, 2025	May 29, 2025
Signature:			
Valid from:	May 29, 2025	Valid until:	Revocation
Effective from:	June 1, 2025	Effective until:	Revocation

#### Table of Content:

- 1. Purpose
- 2. Employment relationship
- 3. Absences
- 4. Business trips
- 5. Working hours and recording of hours worked
- 6. Remuneration
- 7. Obligations of the Employer, Employee, and Manager
- 8. Common and final provisions
- 9. Effectiveness
- 10. Appendices

#### 1. Purpose

The purpose of this directive is to define the principles applied in employment relationship at the Prague University of Economics and Business (VŠE) and their specific implementation in practice. The Work Regulations Directive is binding for the Employer, all workplaces, and all Employees of the VŠE. If a particular area of employment relationship is not directly regulated by this directive, VŠE applies the general procedure in accordance with the applicable legislation. This directive applies to employees working on the basis of agreements concluded outside of an employment relationship only if this does not conflict with the special regulation of these relationships in the Labor Code.

Persons authorized to act in employment relationship pursuant to point 1.3 may, in accordance with their entrusted powers and authorizations in this area, issue internal regulations within their competence.



## 1.1 The Work Regulations is based on the following legal norms and internal regulations of the VŠE:

- o Act No. 262/2006 Coll., Labor Code, as amended (hereinafter referred to as LC),
- o Act No. 435/2004 Coll., Employment Act, as amended,
- Act No. 111/1998 Coll., on Higher Education Institutions and on Amendments and Supplements to Other Acts,
- Act No. 326/1999 Coll. on the Residence of Foreigners in the Czech Republic and on Amendments to Certain Acts,
- o Statutes of the Prague University of Economics and Business,
- Collective Agreement of Prague University of Economics and Business (hereinafter referred to as CA),
- Strategic Plan for Human Resources Management at the Prague University of Economics and Business 2025–2030 (Strategic Plan),
- o Internal Wage Regulations of the Prague University of Economics and Business (hereinafter referred to as IWR),
- Rules of the Selection Procedure for Filling Academic Positions at the Prague University of Economics and Business (hereinafter referred to as RSP),
- o Career Rules,
- Government Regulation No. 590/2006 Coll., which defines the scope and extent of other important personal obstacles to work,
- o Government Regulation No. 274/2016 Coll., on standards for accreditation in higher education, as amended,
- Rules of the system for ensuring the quality of educational, creative, and related activities and internal evaluation of the quality of educational, creative, and related activities at the Prague University of Economics and Business,
- o Controlled documentation system (SR 6/2008),
- o Recording, valuation, and management of assets (SR 3/2021),
- o Protection and processing of personal data (SR 5/2018), and
- o other applicable legal regulations governing the obligations of employers and employees in employment relationship.

#### 1.2 Glossary of terms used

Employer – a natural or legal person who employs a natural person in an employment relationship and for whom the natural person has undertaken to perform dependent work in a basic employment relationship – see point 1.3. Within its scope of authority, it determines the powers and responsibilities of subordinate managers and sets out the basic processes and objectives for the implementation of employment relationships at subordinate workplaces.

Employee/job applicant – a natural person who is eligible as an employee to have rights and obligations in employment relationships, as well as the ability to acquire these rights and assume these obligations through their own actions in accordance with the provisions of the Labor Code.



Manager/Supervisor – an employee who, at various levels of management, is authorized to set and assign work tasks to subordinate employees, organize, manage, and supervise their work, and give them binding instructions for this purpose. In the directive, the term is used for a specific manager who, within his or her competence, usually proposes to the employer the establishment, changes in conditions, or termination of the employment relationships of subordinate employees. He or she approves and supervises the activities entrusted to a subordinate employee as part of his or her job description or operational decision.

MPO – Wage and Personnel Department processing personnel and payroll matters at individual locations (Žižkov, SÚZ, Faculty of Management in Jindřichův Hradec).

Foreign applicant/Foreign employee – a person without citizenship in the Czech Republic.

Foreign Employment Coordinator – an employee of a university/faculty/department whose job description includes preparatory work in the recruitment and mediation of employment or agreements for foreign applicants/employees, until they are entrusted to the care of a guarantor at the relevant workplace.

HR coordinator – an employee of a faculty/department/university whose job is to coordinate personnel processes and carry out activities with the aim of fulfilling the Strategic Plan and supporting the implementation of new processes at various levels of the university.

Dependent work – work performed in a relationship of superiority of the employer and subordination of the employee, on behalf of the employer, according to the employer's instructions, for wages or remuneration for work, at the expense and responsibility of the employer, during working hours at the employer's workplace or another agreed location.

Employment relationship – a basic labor-law relationship based on an employment contract/in special cases by appointment.

Agreements – agreements on work performed outside of an employment relationship as types of basic labor-law relationships according to the Labor Code (DPP, DPČ).

HR portal (https://zam.vse.cz) – an intranet portal providing users with information in a unified user interface according to individual accessible agendas. Each employee has access to their data in the car ownership mode (payslip, travel orders, eDaňovka, eDovolenka, overview of entrusted property, personal data, data and documents on their employment, etc.). Managers can view their direct subordinates and can also process electronic requests for vacation, work outside the workplace, etc. Budget administrators have access across all their assigned workplaces for the management of these workplaces and other authorized persons handling assigned agendas, e.g., travel orders, iAgreements, eVacations.

Form – a form (usually in PDF format) for the implementation of employment relationship, as specified in the annex to this directive and published on the EO website (https://eo.vse.cz/) at the time of document creation. Outdated forms (not published in the relevant period) cannot be processed.



Systemized job position – a job position defined by the type of work according to the IWR with other characteristics, filled on the basis of an employment contract.

## 1.3 Authorization to perform legal acts in labor relations and to act on behalf of the employer

Legal acts in labor relations may be performed on behalf of VŠE by:

- the rector in matters concerning the university,
- the dean of the faculty in matters concerning the faculty,
- the bursar on the basis of measures taken by the rector in matters concerning the university.

Other employees may perform legal acts in labor relations only on the basis of a written authorization and to the extent specified in the authorization. The authorization is granted by the rector, the dean of the faculty within the scope of his or her authority as defined by the Higher Education Act, or the bursar within the scope of authority entrusted to him or her by the Rector's Measure.

#### 2. Employment relationship

#### 2.1 General principles

- 2.1.1 The employment relationship/agreement/appointment to the position of Senior Employee is established between the Employer and the Employee by a written employment contract/agreement/appointment and commences on the date agreed in the employment contract/agreement/appointment as the date of commencement of work. Employment or an agreement on work performed outside of employment may be agreed upon, or an appointment/appointment to the position of Senior Employee may be made, only after the legislative conditions and conditions imposed by the internal regulations of the VŠE have been met.
- 2.1.2 The Rector/Dean, under the conditions defined in the Higher Education Act, appoints or dismisses Employees to/from the listed positions of Senior Employees Vice-Rector, Dean/Vice-Dean, Secretary. The Rector also appoints or dismisses, in accordance with the Statutes of VŠE and the statutes of other parts of VŠE, their directors. Appointment to the position of Senior Employee is further governed by similar rules applicable to employment contracts. The terms and conditions of employment are agreed with an Employee appointed to the position of Senior Employee or other function in a written agreement on the content of the employment relationship or its change in accordance with Annex No. 13 Authorization to Perform a Function.
- 2.1.3 Heads of departments, institutes, centers, or workplaces that are not regulated by the Higher Education Act and are not other parts of the VŠE according to the University Statutes



may be appointed to the position of Senior Employee by a person authorized to act in labor relations on the basis of a bilateral agreement. Other conditions for the duration of the employment contract and the performance of the function are agreed in a written agreement on the amendment of the employment contract, usually for a fixed term. This appointment to the position of Senior Employee is not an appointment within the meaning of Section 33 of the Labor Code or the Higher Education Act – see Appendix No. 13 – Authorization to Perform Functions.

- 2.1.4 Positions that are filled on the basis of an announced selection procedure are defined by the Selection Procedure Rules, which further regulate the detailed conditions, course, and conclusion of the selection procedure. In addition to complying with the Higher Education Act and the Rules of Procedure, the organizer of the selection procedure is obliged to emphasize transparency, equal conditions, and a non-discriminatory environment for all candidates throughout the selection procedure. The organizer or an employee authorized by them shall notify the job applicants of the outcome of the selection process and shall notify the successful candidate(s) of the decision to employ them under the agreed conditions on the basis of an employment contract or appointment.
- 2.1.5 In order to select a suitable candidate for the vacant position, if it is not filled from internal sources, an advertisement is placed, which is always sent for information to the Wage and Personnel Department (mpo@vse.cz) and published in the public section of the VŠE website (Career Opportunities). In addition, it may also be published on local, national, or international platforms at the discretion of the Employer in cooperation with the MPO.
- In another employment relationship with the same Employer (IČO), the Employee 2.1.6 may not perform work that is defined in the same way, regardless of the source of payment, within the entire VSE, not just its constituent parts. The maximum limit of the recalculated employment workload from concluded employment contracts and agreements performed outside an employment relationship is 1.2 full-time equivalents per calendar month, provided that the conditions of concurrently agreed employment-law relationships concerning different types of work are met. The manager who proposed and negotiated the employment relationship with the employee is responsible for compliance with this provision. The employee is obliged to provide the manager with sufficient cooperation and to inform him/her on an ongoing basis about other concurrently negotiated employment relationships and their duration. Work that is not related to each other in any way, does not complement each other, does not overlap, and is performed separately in terms of time, place, etc., is defined as a different type of work. Further restrictions and limits may be set by the project conditions and guidelines of the provider of special-purpose funds, which are binding on VŠE. The type of work for academic staff is defined by the Higher Education Act in Section 70 and elaborated in the Catalog of Work in the annex to the IWR VŠE. The Higher Education Act also stipulates that academic staff have a duty to provide information to the Employer. The only exception to concurrently agreed employment relationships for the same type of work or part thereof may be an agreement concluded with the same Employee when taking parental leave.



- 2.1.7 Before entering into an employment relationship, the Employer/Manager shall agree with the applicant in advance on the basic conditions of employment, in particular the regular workplace, type of work, scope of employment/task, expected duration of employment, and other conditions of employment Manager shall agree in advance with the applicant on the basic conditions of employment, in particular the regular workplace, type of work, scope of employment/tasks, expected duration of the employment relationship, amount of salary or remuneration, and shall proceed in accordance with Annexes A and B of this document. The Portal for New Employees (welcome.vse.cz) serves as a support function for both parties. If the job applicant is a foreign applicant, the Foreign Employment Coordinator shall provide assistance to the Manager.
- 2.1.8 Completed internal forms that contain fields for approval by authorized persons (internal approval clause) must always be approved by all verification parties (the person ordering the operation and the budget administrator) according to the source of financing, prior to approval by the Employer and the planned effective date.
- 2.1.9 Copies of documents decisive in the employment relationship agreed by employment contract/appointment between the Employee and the Employer are (based on duly approved proposals from the Senior Employee or Employer see Current Forms) always prepared at the MPO, usually within 5 working days of delivery to the MPO. Paper documents are prepared in two originals, for employees who are citizens of a country other than the Czech Republic in a bilingual version in Czech and English. Documents that can be prepared and delivered to the Employee electronically in the information system are approved, reviewed, or confirmed by the Employee in the same system. The Employee is always notified of electronic documents/data updates by a notification or message sent to their work email.
- 2.1.10 Each time employment documents establishing a new employment relationship are signed, the Manager shall ask the Applicant to prove their identity by presenting a recognized document (ID card, passport, identification card issued by a state authority, etc.) and shall verify their identity and the accuracy of the information on the document. Any employment document that the Employee has accepted/signed is always handed over/delivered to them, and the second original is immediately handed over/delivered to the MPO for activation in the personnel system, further processing, and filing in the Employee's personal file, and further archiving.
- 2.1.11 The employment contract/agreement/appointment shall take effect on the date of delivery of the mutually signed document to the last of the contracting parties. Without a valid and effective employment contract/agreement/appointment, the applicant is not an Employee of VŠE and the Manager/Supervisor may not assign work to the applicant.



#### 2.2 Induction of new Employees

- 2.2.1 When a new Employee ("newcomer") joins the company, the manager shall provide support to help them orient themselves and adapt to the new environment at VŠE. The manager may perform this role of mentor (guide in the induction process) personally or assign it to an experienced colleague. A list of activities, duties, and recommendations is included in a separate methodological appendix  $\mathbf{F}$  Checklists.
- 2.2.2 On the day the "newcomer" starts work, the mentor shall verify that the employment documents on the basis of which the "newcomer's" employment relationship was established have been signed. Furthermore, the mentor will verify that the new employee has the originals before being assigned their first task and that they have been demonstrably familiarized with their job description, workplace, and other working conditions before starting work. In the following days, the mentor will gradually ensure and verify that the "newcomer" has completed the individual tasks according to Annexes  $\mathbf{F} \mathbf{Checklists}$  and that they have been provided with the necessary information and all their questions have been answered.
- 2.2.3 With the help of the mentor, the "newcomer" is obliged to immediately obtain the following from the employees of the IT Center upon presentation of proof of identity:
  - an employee ID card,
  - and access to the school network.

The employee is obliged to immediately familiarize themselves with the entire content of the internal regulations of the VŠE published on the website of the Prague University of Economics and Business, the faculty, or the relevant workplace.

- 2.2.4 During the term of the employment relationship/Agreement, the employee is obliged to undergo periodic training, designated medical examinations, testing, etc., as required by law or internal regulations, in accordance with the instructions and in the manner specified by the Head of the Department, the Employer, or university-wide regulations, and to keep abreast of newly published, updated internal regulations, instructions, and information on the websites of the University, faculty, or workplace, as well as with documents and information sent to their assigned work email address and through other communication channels provided and operated within the University.
- 2.2.5 An employee who performs concurrent gainful activity in another EU/EEA member state or Switzerland, i.e., employment, self-employment, or other gainful activity, is obliged to notify the Employer of this fact without delay, as well as of any change in circumstances leading to a change in the Employee's jurisdiction under the social security legislation of another country or country of tax residence. The Employee is obliged to prevent damage to the Employer arising in connection with the retroactive determination of the Employee's jurisdiction under the social security legislation of another EU/EEA country or Switzerland. The Employee is liable to the Employer for any damage caused by a breach of this obligation.
- 2.2.6 The agreed content of the employment contract/agreement/appointment may only be changed sufficiently in advance of the planned effective date of the change (the date of delivery



of the original signed document to the Employee is decisive) by mutual written agreement, at the proposal of the Employee, the Senior Employee or the Employer – see Annex No. 2 – Proposal for a Change in Employment, or Annex No. 14 – Addendum to the Agreement, unless the changes are changes that the Employer is entitled or obliged to make even without the Employee's consent under the law.

2.2.7 Before the termination of each employment relationship (even if another employment relationship at VŠE still exists), the Employee is obliged to settle any obligations towards the Employer arising from this employment relationship. Upon termination of employment/appointment, and upon termination of the Agreement in accordance with the decision and instructions of the Senior Employee, the Employee is obliged to have Appendix No. 6 – Exit Sheet confirmed at the relevant workplaces and to bring it in person to the MPO on the last working day of the employment relationship or on a date agreed in advance with the MPO.

An Employee employed on the basis of an Agreement whose remuneration under the Agreement was subject to health or social insurance contributions in at least one month shall also report to the MPO on the last day (or on the agreed date). The MPO clerk shall issue the Employee with exit documents in accordance with the applicable legislation or upon request.

- 2.2.8 Upon termination of the Employee's employment in a Systemized Job, this position shall be considered terminated unless a new Employee takes up the position immediately (i.e., within 5 working days). If the Employer intends to keep this position open (active), it shall notify the MPO of its decision (mpo@vse.cz). All positions for which a selection procedure has been announced or an advertisement has been published, and whose text has been sent to the MPO (mpo@vse.cz) with the Employer's decision on the intention to fill such a position, are automatically considered vacant positions.
- 2.2.9 Approval, deadlines, and delivery of documents in the event of a change in employment or agreement apply mutatis mutandis as in the case of the establishment of an employment relationship.

#### 2.3 Employment contract/appointment

A more detailed description of the process of negotiating, amending, and terminating an employment contract is provided in Appendix A – Methodology for the processes of hiring a candidate for employment/changes/termination.

#### 2.4 Agreements on work performed outside of employment

The conclusion of agreements on work performed outside of employment (hereinafter referred to as Agreements), namely agreements on the performance of work (DPP) and agreements on work activity (DPČ), is governed by the relevant provisions of the Labor Code, Part Three. A more detailed description of the process is provided in Appendix B – Methodology of DPP/DPČ processes.



#### 3. Absences

#### 3.1 General principles

- 3.1.1 If the Employee is or will be unable to perform work due to any obstacles on the part of the Employee, the Employee is obliged to immediately inform the Employer or the Manager of the occurrence of such an obstacle and its expected duration and to prove the existence of the obstacle to the Employer.
- 3.1.2 In the event of a planned absence from work, the Employee is obliged to take all appropriate measures in sufficient advance to ensure that the Employee's absence does not cause harm to the Employer. In the event of an unplanned absence from work, the Employee shall take the maximum possible measures in the given situation.
- 3.1.3 The Employee is obliged to immediately notify the relevant Manager in any available or customary form at the workplace of any absence temporary incapacity for work (eNeschopenka), the need to care for a family member, the need for long-term care, quarantine or closure of a facility attended by an employee's child under 10 years of age, commencement of maternity leave/maternity allowance and paternity leave/paternity allowance (eDávka), commencement of parental leave, or other absences such as weddings, funerals, medical treatment, accompanying a family member to the doctor, etc.

#### 3.2 Vacation

The employee requests vacation in advance from the relevant manager via the eDovolenka module on the HR portal. If the manager agrees with the request, they approve it; if they disagree, they reject it. The eDovolenka module sends notifications about the request and its approval/rejection to the participants in the approval process. Changes to the dates or use of already approved vacation are made in the same module by the relevant manager.

In the same system, the manager determines the use of vacation by subordinate employees so that they use it in the calendar year in which they became entitled to it, at least 14 days in advance. All requests for vacation, including their approval and corrections, must be entered and processed in the eDovolenka module by the last day of the month in which the vacation takes place. After that, the module is inaccessible for entering changes until the closing and calculation of wages.

#### 3.3 Incapacity for work

The decision on an employee's incapacity for work is issued electronically by a doctor in the ČSSZ system (eNeschopenka). The employee shall immediately notify the Head of the Employee of the onset of incapacity for work in accordance with point 3.1.3, as well as its duration. The manager shall provide the MPO with information about the employee's last work performance before the onset of incapacity for work and, after its end, shall report when the employee resumed work using the electronic form in VERSO, see Appendix No. 11 – Notification by the manager of the absence of a subordinate.



#### 3.4 Other absences in the sickness benefits system – eDávky

The term eDávky covers nursing allowance, long-term nursing allowance, maternity allowance, and paternity allowance. The doctor (or the relevant entity that issued the decision on the obstacle to work) enters its type and date of occurrence (record of duration/termination/change) into the ČSSZ system. The system generates a unique identifier (numeric code) and sends it with accompanying text in the form of an SMS or email to the contact provided by the employee for the purposes of issuing the decision.

The employee fulfills their obligation to immediately report the occurrence of absence in accordance with point 3.1.1 to their direct supervisor, e.g., by forwarding the received message with the identifier and accompanying text, or in the manner customary at the workplace.

The line manager shall provide the MPO with information on the employee's last work performance before the absence (and after its end, shall notify when the employee resumed work) via the electronic form in VERSO, see Annex No. 11 – Notification of absence of a subordinate by a line manager.

The employee shall also send a notification of absence, stating their ID, via the MPO HR portal as soon as possible. This form provides the information necessary for the administration and payment of benefits and is automatically considered as the employee's application for the relevant sickness insurance benefit. It is necessary that it is formally and factually correct (to prevent unauthorized payment of benefits from the social security system). The employee is responsible for the completeness and accuracy of the information provided in the form. The MPO will accept the completed form for further processing and return any incomplete forms to the employee for completion. The MPO will add the information that must be provided to the ČSSZ by the employer to the application and send the complete application for the relevant sickness insurance benefit to the ČSSZ for processing electronically. The sickness insurance benefits in the amount determined by the ČSSZ are sent directly to the bank account specified in the employee's application.

The data declared, completed, and sent by the employee are subject to inspection by the ČSSZ, and the MPO archives them for 10 years and submits them to the supervisory authorities upon request.

- **3.4.1** The decision on the need for family member care, long-term care, mandatory quarantine, or closure of a facility attended by an employee's child under 10 years of age shall be entered electronically by a doctor in the ČSSZ system (eDávky). The employee shall immediately inform the relevant manager of their absence and the date of its end in the usual manner. The manager shall send the MPO an electronic form in VERSO, see Appendix No. 11 Manager's notification of an employee's absence.
- 3.4.2 Before the start of **Maternity leave**, the doctor will issue a decision electronically in the ČSSZ (eDávky) system. The employee informs the relevant manager of the planned date of commencement of maternity leave (6–8 weeks) before the planned birth, see Appendix No. 9 Employee notification Maternity leave. In connection with the birth of a child, maternity leave



may not be shorter than 6 weeks, and the employee is obliged to take at least this minimum length of maternity leave in order to protect her own health and that of her child. If an employee returns to work immediately after the end of maternity leave, they shall notify their manager in the usual manner, and the manager shall send the information about when the employee resumed work to the Ministry of Industry and Trade using the electronic form in VERSO, see Appendix No. 11 – Manager's Notification of Subordinate's Absence. If an employee takes vacation immediately after maternity leave, they shall send their request via the HR portal in the usual manner for vacation requests, see point 3.2. If an employee takes parental leave immediately after the end of maternity leave, they shall notify their supervisor of this decision in writing at least one month in advance, see section Parental Leave.

3.4.3 The employer is obliged to grant **Paternity** leave to an employee in connection with the birth of a child, but no longer than the period of paternity postnatal care benefits under the Sickness Insurance Act. The employee shall notify the Manager of the expected date of commencement using the form in Appendix No. 9 – Employee Notification – Paternity Leave. The manager shall provide the MPO with information about the employee's last work performance before the onset of this absence and, after its end, shall notify when the employee resumed work using the electronic form in VERSO, see Appendix No. 11 – Manager's Notification of Subordinate's Absence. No identifier is generated for this absence in any system, nor does the employee receive one, as is the case with other eDávky. After the end of paternity leave, the employee shall send complete data for processing the absence to the MPO using the appropriate form in the HR portal.

#### 3.5 Parental leave

An employee shall notify their manager in writing, sufficiently in advance, no later than one month in advance, of their intention to take parental leave, extend their parental leave (up to a maximum of three years of age of the child), or terminate their parental leave early, see Appendix No. 9 – Employee notification – Parental leave. Parental leave shall automatically end on the day preceding the start of maternity leave in connection with another birth – see point 3.4.2.

# 3.6 Unpaid leave, unpaid leave for the care of a child under 4 years of age

An employee may request the Employer/Supervisor in writing to grant unpaid leave due to the need to care for a child under 4 years of age, for another reason, or without giving a specific reason – see Appendix No. 10 – Request for unpaid leave/unpaid leave due to a child under 4 years of age. The employer may grant a request for unpaid leave (UL) if workplace conditions allow, usually after the employee has used up their vacation entitlement. The employer shall ensure that the document with the employer's consent is forwarded to the MPO for processing without delay, no later than 5 working days before the employee's planned start of unpaid leave. If the employer cannot grant the request, they shall notify the employee of the refusal in writing, stating the reasons.



#### 3.7 Creative leave

The Employee may request the Employer/Manager in writing to grant creative leave for the purpose of furthering or improving their qualifications or for another reason specified by the Employee, see Appendix No. 10 – Request for Creative Leave. The Employer may grant the request if the operating conditions at the workplace allow it and if the Employer has assessed the Employee's planned activities as professionally beneficial. The employer shall ensure that the document with the marked consent is forwarded to the MPO without delay, no later than 5 working days before the employee's planned start of creative leave. If the Employer cannot grant the request, it shall notify the employee of the rejection in writing, stating the reasons. Salary entitlements during creative leave are governed by the Higher Education Act and the internal regulations of the VŠE.

#### 3.8 Public interest, work with children and young people

After fulfilling the conditions set out in the Labor Code, in particular Sections 201–204, the Employee may request or notify the Employer/Manager of the need for leave for reasons of general interest, performance of public functions, work with children and youth, or fulfillment of military service obligations; see Appendix No. 9 – Employee notification – public interest/work with children and young people.

The employee requests time off in the public interest or for work with children and young people in accordance with the Labor Code by providing confirmation from a third party for whose benefit the employee is being released. The employee proves that the conditions have been met in the appendix to the request. The employer shall check the validity of the request and acknowledge the employee's request/notification, sign it, and forward it to the Ministry of Industry and Trade for processing no later than 5 working days before the employee's planned start date.

#### 3.9 Other obstacles

For other known absences, e.g., due to obstacles to work on the part of the employee according to government regulations (doctor's appointment, wedding, attendance at a funeral, etc.), the Employee shall request the relevant Manager in the customary manner at the workplace and shall provide confirmation proving the existence of the obstacle (e.g., confirmation of marriage). The manager and the employer acknowledge or approve/disapprove the reported absence (depending on its nature). In the case of an obstacle entitling the employee to wage compensation, the employee/supervisor shall immediately submit the documents proving the entitlement to the MPO for processing of wages for the relevant month. The conditions and rules for entitlement to wage compensation during the duration of obstacles, depending on their type, are governed by the Labor Code, government regulations, and other legal regulations.

#### 3.10 Unexcused absence

The decision as to whether an employee's absence from work or part thereof is unexcused shall be made by the employer on the basis of a written request. The manager shall prepare a written summary in accordance with Annex No. 8 – Sample Request for Discussion of Unexcused



Absence, in which he/she shall describe the Employee's misconduct that he/she considers to be unexcused absence and submit it to the Employer for comment. If the Employer recognizes the Employee's absence as unexcused,

it shall indicate its opinion in the submitted summary and forward the complete document to the trade union organization operating at VŠE for discussion. The Employer shall forward a copy of the Request for Discussion to the Ministry of Industry and Trade for information. The trade union organization shall draw up written minutes of the discussion, issue one original to the Employer without delay, and forward the second original to the MPO. The consequences of unexcused absence from work are governed by the Labor Code. The MPO shall keep the document in the employee's personal file.

#### 4. Business trips

The provision of travel allowances for employees of the Prague University of Economics and Business is governed by Act No. 262/2006 Coll., the Labor Code, as amended (hereinafter referred to as the "Act"), SR 07/2008 "Control Rules," as amended, SR 06/2008 "Controlled Documentation System," as amended, and this directive. Further procedures are set out in Appendix C – **Business Trips.** 

#### 5. Working Hours and Records of Hours Worked

The scheduling of working hours is further regulated by Appendix D – *Scheduling and Recording of Working Hours*, as well as by other internal regulations issued within the authority of Managers authorized to act in employment-law matters. Work performed outside the workplace/remote work is governed by Appendix E – *Rules for Work Performed Outside the Workplace/Remote Work*.

#### 6. Remuneration

#### 6.1 Salary, wages, and remuneration for on-call duty

- 6.1.1 Employees are entitled to wages or remuneration for work performed, the provision of which is generally governed by the Labor Code.
- 6.1.2 The salary and all other specific salary entitlements of the Employee are determined by VŠE, except for the Labor Code and other generally applicable legal regulations, IWR, and CA.
- 6.1.3 The minimum wage according to the Labor Code, as amended for the relevant year, and equal pay for Employees must be observed in all types of labor relations, i.e., in employment relationships and when negotiating Agreements (observance of the principle of equal pay for equal work).



- 6.1.4 The Employer determines the Employee's wage according to the rules set out in the Internal Wage Regulations and according to the provisions of the employment contract. On the day of commencement of employment, the Employee is issued with a document confirming their wage classification and monthly wage rate, contractual wage, or a document confirming the granting of additional wage components.
- 6.1.5 The manager proposes to the Employer the granting or change of additional wage components with effect from the first day of the following calendar month at the earliest. The manager shall ensure that the document is prepared in accordance with Annex No. 4 Proposal for the granting/change/withdrawal of allowances, its approval by the Employer, the orderer of the operation, and the budget administrator, and its immediate delivery to the MPO for processing. The document must be delivered to the MPO no later than 5 working days before the proposed effective date. The MPO will process the changes in the payroll system, prepare 2 originals, and submit them to the Employer for signature. The manager will ensure that the documents are handed over and that the Employee is informed of the changes so that the Employee is aware of the amount of the salary and its components before starting work. The second original shall be returned by the manager to the MPO for activation in the payroll and personnel system and for archiving.

# 6.2 Due date and payment of wages and remuneration from agreements

- 6.2.1 Wages are paid to Employees, depending on reported absences in the period being processed, on one payday, namely the 10th day of the following calendar month. If payday falls on a non-working day, wages are paid on the nearest previous working day. Wages are payable retroactively, no later than the last day of the month following the month for which the wages are to be paid. This paragraph shall apply mutatis mutandis to the payment of remuneration under agreements and remuneration for on-call duty. Remuneration under an agreement shall be paid according to the work delivered and the reported hours worked, on the nearest payday.
- 6.2.2 The calculated wages shall be paid to the Employee by bank transfer to the bank account notified for this purpose by the MPO Employee sufficiently in advance. If there is a change in bank details (or other personal data processed in accordance with applicable legislation or internal regulations of the Prague University of Economics and Business in the MPO), the Employee is obliged to inform the MPO immediately, but no later than the last day of the month for which the salary will be paid, in accordance with Annex No. 5 Notification of changes in personal data.
- 6.2.3 Pay slips are available to Employees no later than the 10th day of the month after the payroll closing date in the HR portal, including the history for previous months.
- 6.2.4 If the payday falls on a day when the employee is on vacation, the employee's wages will be paid on the Employer's regular payday.
- 6.2.5 The Employer makes the following deductions from the Employee's wages:
  - o mandatory deductions for taxes, insurance premiums, etc. as required by law



- o deductions as enforcement of decisions (execution) ordered by a court, bailiff, tax administrator, administrative authority, or other state authority,
- o travel allowances, the Mobily benefit program, and others in accordance with VŠE internal regulations,
- o compensation for unused vacation time, unused meal allowances, claims against employees in matters such as unpaid insurance premiums, compensation for damage caused to the employer, etc.

VŠE does not make any other deductions from wages. The order of deductions from wages is regulated by the Labor Code.

#### 7. Obligations of the Employer, Employee, and Manager

#### 7.1 The Employer is obliged, in particular, to:

- ensure the creation and development of labor relations in accordance with the Labor Code, other legal regulations, the Employer's regulations, the Collective Agreement, and good morals,
- o from the date of commencement of employment, assign work to the employee in accordance with the employment contract, provide the employee with wages for work performed, create satisfactory working conditions for the performance of work tasks, and comply with other working conditions stipulated by legal regulations, the Employer's regulations, and the employment contract,
- o in connection with the commencement of work, familiarize the employee with the workplace, the working environment, the risks of possible danger to his life and health in connection with the performance of work, information on measures to protect against their effects, and this directive,
- o create a safe and healthy working environment through the appropriate organization of occupational health and safety and the prevention of risks,
- o if required by the nature of the work performed, provide the Employee with personal protective equipment, washing, cleaning, and disinfecting agents in accordance with legal regulations and check their condition and use,
- o check and determine (using reports in the HR portal) the use of vacation time, completing regular training on legal and other regulations to ensure occupational health and safety (<u>LMS Moodle</u>), which supplement their professional qualifications and requirements for the performance of work related to the work they perform and relate to the risks that the Employee may encounter in the workplace/ at the place where the work is performed, and to systematically require and monitor compliance with them,
- o to ensure equal treatment, working conditions, remuneration, training opportunities, personal development, and opportunities for functional and other advancement in employment (e.g., career plans, employee evaluation tools) for all employees, and to comply with the prohibition of direct and indirect discrimination. If there is an objective reason based on the nature of the work and activities and the requirements are reasonable, this does not constitute discrimination.



o inform employees about new or revised regulations that require employee awareness and cooperation.

#### 7.2 The Employee is obliged in particular to:

- work conscientiously and properly according to their abilities, knowledge, and skills, perform personally according to the employment contract or agreement, follow the instructions of superior employees issued in accordance
- o with legal regulations, and adhere to the principles of cooperation with other employees;
- o use the Employer's working hours, resources, and tools to perform the assigned work and tasks, perform work tasks in a high-quality, economical, and timely manner;
- o act in accordance with generally accepted ethical principles and similar principles and regulations applied and issued by the Employer;
- o to consistently defend the good name of the Employer;
- o to systematically familiarize themselves with the Employer's regulations relating to their work, which are presented to them by the Employer or published on an ongoing basis on the website of the VŠE, the faculty, or the workplace;
- o not act contrary to the legitimate interests of the Employer, observe the rules of decent behavior towards other persons so that human dignity or personality is not affected or humiliated,
- o not abuse their position or function for their own or another person's unauthorized benefit, not request or accept payment, remuneration, or other benefits from third parties,
- o not abuse the results of the Employer's activities for private purposes or the performance of other gainful activities,
- o protect the Employer's intellectual property,
- o complete mandatory training and strive for their own professional development,
- o in the event of termination of employment, change of type of work, or long-term absence due to an obstacle to work, return without undue delay the resources, tools, etc. entrusted to the Employee for the performance of work;
- to undergo occupational health examinations in a timely manner and in accordance with the Employer's instructions, either with the registered doctor or with a doctor with whom the Employer has concluded a contract to provide occupational health care;
- The Employee is obliged to cooperate with the Employer in the fulfillment of its obligations, e.g., to duly and promptly report changes in their personal data to the Ministry of Industry and Trade, health insurance company, and tax authorities, enforcement orders for wage deductions, and changes that affect the Employee's professional competence, recognition as a person with a disability, submit annually, no later than February 10, confirmation of receipt of a disability pension in accordance with Annex No. 5 Notification of Changes to Personal Data. Penalties imposed on the Employer for failure to properly report changes will be charged to the Employee as damages;



- o to continuously improve (maintain, renew) the qualifications necessary to perform the work under the employment contract, to participate in training to improve these qualifications at the Employer's request;
- o comply with all legal, internal, and other regulations relating to the work performed by the Employee, including work rules, internal regulations, and guidelines issued by the Employer. The Employee is obliged to familiarize themselves with such regulations on an ongoing basis. The Employee is obliged to comply with the instructions of their superiors, which shall be in accordance with legal regulations;
- o properly manage all resources entrusted to them by the Employer and guard and protect the Employer's property from damage, loss, destruction, and misuse, and not to act contrary to the legitimate interests of the Employer, not to use the reputation, performance, or services of the Employer to secure benefits for themselves or for a thirdparty business, and not to perform any other activities that could harm the interests of the Employer;
- o to notify the Manager in a timely manner of any obstacle to work, if the Employee is aware of it in advance, as well as to inform the Manager immediately after the obstacle to work arises;
- o during the first 14 days of temporary incapacity for work, the Employee is obliged to allow the Employer or an authorized person to check compliance with the regime of incapacity for work of the insured person, as regards the obligation to remain at the place of residence during the period of incapacity and to comply with the time and scope of permitted outings, for this purpose, the Employee must, in particular, indicate their place of residence so that they can be reached by the person conducting the check;
- o not to consume alcoholic beverages or narcotic substances at the workplace during working hours or outside working hours, not to come to work under their influence, and to comply with the smoking ban in accordance with internal regulations. At the instruction of an authorized manager, to undergo testing to determine whether the employee is under the influence of alcohol or other addictive substances;
- o maintain confidentiality regarding all facts that the Employee becomes aware of in connection with the performance of their work, including maintaining the Employer's trade secrets, except in cases where the Employer releases them from this obligation; this obligation continues even after the termination of employment, without any time limitation. In accordance with the provisions of Section 504 of the Civil Code, trade secrets are understood to be competitively significant, identifiable, valuable, and facts not commonly available in relevant business circles that are related to operations and whose owner ensures their confidentiality in an appropriate manner in their own interest. If the Employee is unsure whether, in a specific case, the information is subject to confidentiality, they are obliged to ask the Employer for clarification. Until then, the information is subject to confidentiality in accordance with this Agreement in its entirety. This provision shall not be interpreted or applied in a manner contrary to academic freedoms;
- when processing, collecting, and storing personal data, proceed in accordance with the legal regulations governing the protection of personal data and other VŠE regulations;



- o in connection with the performance of their duties within the employment relationship, not accept gifts or other benefits, with the exception of gifts or benefits provided by the Employer;
- o refrain from conduct that could lead to a potential conflict of interest between the Employer and the Employee;
- o comply with work and technological procedures for the performance of quality work and the prevention of threats to health and property, properly manage the resources entrusted to them, and help prevent damage;
- o not engage in any other gainful activity during the working hours specified by the Employer.

# 7.3 When performing work as a Managerial Employee of the Employer, the Employee is also obliged to properly and timely fulfill all obligations of a Managerial Employee arising from legal regulations relating to the work performed by the Employee, in particular:

- o manage and supervise the work of subordinate employees and evaluate their work performance and results;
- o to keep abreast of legal regulations and the Employer's regulations relating to his/her work and that of his/her subordinates, and to familiarize his/her subordinates with these regulations, their rights and obligations, and to monitor their compliance by subordinates;
- o supervising the proper performance of employees' work duties and evaluating violations of work duties, instructing employees on the impropriety of their conduct and determining corrective measures. In the event of serious misconduct, drawing conclusions in accordance with the Labor Code.
- Ensure that employees are remunerated in accordance with the Labor Code, CA, IWR, and employment contracts, and differentiate employees' wages according to their performance and contribution to the final results of their work, while respecting the principle of equal pay for equal work and work of equal value.
- o create conditions for the development and professional growth of the employees under their management;
- verify the knowledge and supervise the competence and qualification requirements and requirements of subordinates;
- objectively evaluate the work performance of subordinate employees, create a
  motivational environment for their personal development, and monitor the fulfillment
  of career development criteria, responding to this in the reassessment of job
  classification, job content, and wage evaluation;
- organize the work of subordinates as effectively as possible, determine the use of vacation time by subordinate employees so that they use up their entitlement in the year in which it arose, unless prevented by obstacles on the part of the employee or urgent operational reasons;



- create favorable working conditions and ensure occupational health and safety; ensure that employees are assigned to work and workplaces with regard to their abilities and health, not allow work to be performed in violation of legal regulations, fulfill obligations related to the application of working time recording rules and monitor compliance with them;
- o ensure compliance with legal and internal regulations and the economical use of the employer's entrusted financial resources;
- o ensure that measures are taken to protect the Employer's property and inform Employees thereof;
- o always act and behave with the awareness that they represent the Employer and that their actions, behavior, or statements may damage or discredit the Employer's good name, and therefore they are obliged to always act honestly, fairly, and confidentially; adhere to the principles of decent behavior and cooperation with other Employees and third parties and continuously promote the good name and legitimate interests of the Employer.

# 7.4 Protection of the Employer's property and compensation for damage

The Employer is obliged to ensure adequate working conditions for the proper performance of tasks without endangering the health of Employees and the Employer's property.

In the interest of protecting property, the Employer is entitled to inspect items brought into or removed from the premises to the extent necessary. In doing so, the protection of personal rights must be respected (see the Civil Code). Employees are obliged to submit to such checks, while respecting good morals.

The Employee is obliged to compensate the Employer for any property damage or non-property damage caused as a result of a culpable breach of duty by the Employee.

Employees are obliged to provide the necessary cooperation in connection with the enforcement of liability for entrusted values (material liability for entrusted funds), to account for them properly or to return them.

#### 7.5 Breach of duties

Any breach of the Employee's duties specified in this or other VŠE regulations will be considered by the Employer as a breach of duties arising from legal regulations and relating to the work performed.

Depending on an individual assessment of the severity of the specific conduct, taking into account all circumstances, the Employer may call on the Employee to remedy the situation, warn them of the possibility of termination of the employment relationship by notice or its immediate termination.



#### 8. Common and final provisions

The current forms listed in the appendix to this directive and available on the VŠE website are used at VŠE to implement labor relations. Their form must not be altered when filling them out. If the form requires confirmation by the signature (and, if applicable, the stamp according to the signature specimen) of the relevant responsible persons, it can only be accepted for processing after their full approval.

Documents relating to the employment relationship delivered by the Employee at the workplace to the Manager or Employer, if the situation so requires, shall be completed, approved or recorded by the recipient, registered in the filing service (or recorded) and forwarded to the MPO for processing. The detailed procedure for forwarding delivered correspondence through the filing service is set out in Annex **G** – **Recording and Forwarding of Correspondence.** 

The Directive contains Annexes that regulate the performance of specific labor-law activities; these are issued as separate annexes to the Rector's Directive on Work Rules and, as such, can be updated separately.

#### 9. Effectiveness

This directive shall take effect on June 1, 2025, and repeals SR 5/2019 – Layout and Records of Working Hours at VŠE in Prague.