

UNIVERSITY OF PRESOV

**WORK REGULATIONS
OF THE UNIVERSITY OF PRESOV**

2013

The University of Presov (hereinafter referred to as the “employer” or the “university”) within the meaning of Section 84 of the Labour Code, within the meaning of Section 12 of Act No. 552/2003 Coll. on the Performance of Public Work, as amended (hereinafter referred to as the “Act on the Performance of Public Work”), within the meaning of Section 15 (1) (d) of Act No. 131/2002 Coll. on Higher Education and on Amendments and Additions to Certain Acts, as amended (hereinafter referred to as the “Act on higher education”), after the prior consent of the Council of Basic Organisations of the Trade Union of Education and Science Workers at the University of Presov in (hereinafter referred to as the “Trade Union”) and after approval by the Academic Senate of the University of Presov, hereby issues the following

w o r k r e g u l a t i o n s

Part one **BASIC PROVISIONS**

Art. 1 **Scope of application**

1. The work regulations are binding on all employees who are in an employment relationship with the employer. Employees who perform work for the employer on the basis of agreements for work performed outside the employment relationship shall be subject to these regulations only if this is apparent from their other provisions, from the provisions of the labour law and from the agreement concluded.

Art. 2 **Basic concepts**

1. Legal acts on behalf of the employer in employment relationships are performed by the rector, who is the statutory body of the employer, in accordance with the approved number and structure of posts.
2. The rector may authorise in writing dean of faculty to act in employment relationships at the faculty in accordance with Art. 42 (3) of the Statute of the University of Presov and other employees in accordance with Section 9 of the Labour Code.
3. The employees of the university are, within the meaning of Section 74 (1) of the Higher Education Act, university teachers, researchers, artistic staff and other employees.
4. The senior staff members of the university are the Rector (statutory body), the Quaestor, the Director/Chancellor of the university-wide workplaces, the chief controller, the Head of the Human resources department, the Head of the Economic department, the Head of the Technical and Operational department, the Head of the Special purpose facility, the Head of the Specialised department and the Head of the Specialised teaching facilities, if these are parts of the university.
5. The senior staff members of the faculty are the secretary of the faculty and individual heads of teaching, research, development and artistic departments of the faculty.

6. The positions of senior staff members of the university and faculties shall be filled by selection procedure, except for the Rector of the Greek-Catholic Seminary and the Rector of the Orthodox Seminary.
7. The posts of the Rector of the Greek-Catholic seminary and the Rector of the Orthodox seminary shall be filled in accordance with the regulations of the relevant churches and the internal regulations of these units.
8. For the purposes of employment relationships, senior staff members are also vice-rectors at the university, and deans and vice-deans at faculties. The positions of these employees shall be filled in accordance with the Higher Education Act.
9. The employer may authorise in writing other employees to head organisational units at individual levels of management in accordance with the organisational regulations of the individual units of the university, who are authorised to determine and impose work tasks on subordinate employees, to organise, direct and control their work and to give them binding instructions for this purpose. Such staff members shall not be subject to the obligation to fill a post on the basis of selection procedure.
10. A lone worker is a worker who lives alone and is single, widowed or divorced man or single, widowed or divorced woman. A lone worker shall also be deemed to be a single man or woman for other serious reasons.
11. A pregnant employee is an employee who has informed her employer in writing of her condition and submitted a medical certificate.
12. A breastfeeding employee is an employee who has informed her employer in writing of that fact.

Part two
EMPLOYMENT RELATIONSHIPS

Art. 3
Pre-contractual relations

1. Pre-contractual relations on behalf of the employer are carried out by the senior staff member in cooperation with the Human Resources Department, at faculty with the human resources department (hereinafter referred to as the "Human Resources Department").
2. Before concluding an employment contract, the employer is obliged to ascertain whether the natural person applying for employment meets the prerequisites for performing work in the public interest pursuant to Section 3 of the Act on the Performance of Work in the Public Interest. If the applicant meets the prerequisites, the senior staff member conducting the initial interview must inform the applicant of the rights and obligations arising for him/her from the employment relationships, the working conditions and the salary conditions under which the work is to be carried out.
3. The Human resources department will ensure that the job applicant undergoes an initial medical examination and submits the following documents before concluding an employment contract:

- a) application for employment,
 - b) a personal questionnaire,
 - c) a professional CV,
 - d) an identity card or other proof of identity,
 - e) a health insurance card,
 - f) bank account number, if he/she has an account,
 - g) the original and one copy of all educational qualifications; the authenticity of the documents shall be verified by the relevant member of the Human resources department,
 - h) proof of good repute in the form of an extract from the criminal record no older than three months; this is not required if the employee is engaged in craft, manual or handling work involving physical work,
 - i) proof of length of previous employment,
 - j) an affidavit for the purpose of determining the professional experience to be credited,
 - k) an affidavit stating that the person has been engaged in a dependent activity and the length of time spent working for another employer,
 - l) proof of any period of unemployment,
 - m) a decision granting an invalidity pension, early retirement pension or old-age pension,
 - n) documents for income tax purposes or other documents affecting his/her employment rights.
4. On the basis of the documents submitted, the Human resources department, in cooperation with the relevant senior staff member, will prepare the employee's contract of employment and job description. The proposal for the salary classification shall be drawn up by the economic unit and, at the faculty, by the Labour economics department.
 5. If a job applicant does not meet the qualification prerequisite laid down in Act No 553/2003 Coll. on the remuneration of certain employees in the performance of work in the public interest and on the amendment and supplementation of certain acts, as amended (hereinafter referred to as the "Remuneration Act"), or in the Government Decree establishing catalogues of work activities in the performance of work in the public interest, an employment relationship cannot be established with him/her.
 6. An employer may conclude an employment contract with a minor only after a prior medical examination of the minor. In order to conclude an employment contract with a minor, the employer shall be obliged to request the opinion of the minor's legal representative.
 7. An employer may require a job applicant who has already been employed to submit a job evaluation.
 8. An employer must not require information from a job applicant
 - a) about pregnancy,
 - b) family relationships,
 - c) political affiliation, trade union affiliation and religious affiliation.
 9. A natural person, a job applicant, is obliged to inform the employer of facts that hinder the performance of work or that could cause harm to the employer. In the case of a job applicant who is recruited to perform work on a fixed weekly basis, he/she shall also inform the employer of the length of the working time with another employer.

10. An employer may not violate the principle of equal treatment in respect of access to employment when recruiting a natural person (Section 13 (1) and (2) of the Labour Code).

Art. 4

Establishment of the employment relationship

1. The employment relationship is established by a written employment contract, which the employer is obliged to conclude with the employee no later than on the day of his/her commencement of work. The employer shall give a copy of the employment contract to the employee.
2. The employer concludes the employment contract with a natural person who is usually a citizen of the Slovak Republic (a foreigner may be employed in accordance with Sections 21 and 22 of Act No. 5/2004 Coll. on Employment Services and on Amendments and Additions to Certain Acts, as amended), has full legal capacity, is of good character, and is professionally and medically qualified to perform the agreed work. The employment of citizens of a Member State of the European Union shall be carried out in accordance with the legislation of the European Communities governing the free movement of citizens of the European Union within the European Union.
3. Employment of citizens of the Czech Republic is governed by the Agreement between the Czech Republic and the Slovak Republic on mutual employment of citizens.
4. The appointment is laid down as a requirement for the performance of the duties of the senior staff member referred to in Art. 2 (4) and (8) of these Work Regulations. The functions of the senior staff members of the faculties for which appointment is laid down as a requirement for the performance of the functions of senior staff members shall be determined by the Work Regulations of the faculty. If the selection procedure for filling the post of senior staff member referred to in Art. 2 (4) is open to a candidate who does not have an employment contract with the employer for another type of work, the employment relationship shall in that case be established by a written employment contract only after the appointment has been made. If a successful candidate who has already concluded an employment contract with the employer for another type of work performs the relevant function, he/she shall perform it by means of a letter of appointment. The senior staff members referred to in Art 2 (8) of these Work Regulations shall hold office by letter of appointment.
5. A vacancy in the post of senior staff member may be filled without competition only until the appointment is made following a successful selection procedure, for a maximum period of six months.
6. The filling of posts of senior staff members of the University, faculties, university teachers and researchers is governed by the provisions of Section 77 of the Higher Education Act, the Act on the Performance of Public Work and the principles of the selection procedure for the filling of posts of university teachers, posts of researchers, positions of professors and associate professors and positions of senior staff members of the University of Presov, which are an internal regulation of the university.
7. In the employment contract, the employer and the employee agree on the essential elements, which are:

- a) the type of work for which the employee is engaged and a brief description thereof,
 - b) the place of work,
 - c) the date of commencement of work,
 - d) the salary conditions, if not agreed in the collective agreement.
8. In addition to the essentials, the employment contract shall specify other terms and conditions of employment, namely pay periods, working hours, number of holidays and length of notice period.
 9. For staff members for whom a material responsibility is required, an inventory of the property entrusted to them shall be carried out, on the basis of which a material responsibility agreement shall be concluded with the staff member taking over.
 10. A probationary period of up to three months may be agreed in the employment contract. A probationary period may not be agreed in the case of recurrent fixed-term contracts. The probationary period shall be extended by the time of any obstacles to work on the part of the employee. Two weeks before the expiry of the probationary period, the employee's direct supervisor shall evaluate the performance in writing and give his/her opinion on the employee's continued employment.
 11. At the same time as the employment contract, the employer shall issue the employee with a salary determination, which shall specify the amount and composition of the salary and the job description. The salary classification of the employee shall be governed by the Remuneration Act and the internal Salary Regulations of the University of Presov. The employer shall also issue a written salary determination to the employee when changing the type of work or when adjusting the functional salary.
 12. On commencement of employment, the relevant supervisor is obliged to acquaint the employee with the work regulations, the collective agreement and the legal provisions applicable to the work performed by him/her, and with the provisions relating to occupational safety and health which the employee must observe at his/her work. The employee shall acknowledge such acquaintance in writing.
 13. Fixed-term employment may be agreed for a maximum of two years. A fixed-term contract may be extended or renegotiated no more than twice within two years. A further extension or renegotiation of the fixed-term employment relationship for a period of up to two years or beyond two years is only possible for the reasons set out in Section 48 (4) and (6) of the Labour Code and Section 77 of the Higher Education Act.
 14. The employer may agree with the Trade Union in the collective agreement on the performance of work for which it will be possible to further extend or renegotiate the employment relationship for a fixed period of up to two years or beyond two years.
 15. The employer may agree with the employee in the employment contract shorter working hours than the established weekly working hours. The shorter working time need not to be spread over all working days. An employee in a part-time employment relationship shall be entitled to a salary corresponding to the agreed shorter working hours.
 16. Employees who are close relatives within the meaning of Section 116 of the Civil Code may not be placed in direct subordination or superiority to each other or in such a way that one is

subject to the treasury or accounting control of the other.

17. An employer may exceptionally conclude agreements with natural persons for work performed outside the employment relationship in order to carry out its tasks or to provide for its needs (Sections 223 to 228a of the Labour Code).
18. An employer may agree several employment relationships with the same employee only for activities consisting of work of a different kind; the rights and obligations arising from these employment relationships shall be considered separately.

Art. 5 **Home office and telework**

1. The employment of an employee who performs work for an employer under the terms of an employment contract at home or at another agreed location (hereinafter referred to as “home office”) or performs work for the employer under the terms of an employment contract at home or at another agreed location using information technology (hereinafter referred to as “telework”) in working hours which he/she schedules himself/herself, shall be governed by the Labour Code, with the following derogations:
 - a) shall not be subject to the provisions on the distribution of fixed weekly working time, continuous daily rest, continuous weekly rest and breaks,
 - b) in the event of major personal obstacles to work, he/she shall not be entitled to compensation from his/her employer, except in the event of the death of a family member,
 - c) he/she shall not be entitled to overtime pay, holiday pay, night work pay and pay compensation for difficulty in performing his/her work.
2. A proposal for the approval of home office or telework for an university teacher, a researcher or an artist is submitted by the dean of the faculty or the relevant senior staff member to the rector.
3. The employer in telework shall in particular:
 - a) provide, install and regularly maintain the technical and software equipment necessary for the performance of telework, except where the teleworking employee uses his/her own equipment,
 - b) ensure, in respect of software, the protection of data processed and used in telework,
 - c) inform the staff member of any restrictions on the use of the technical equipment and software, as well as of the penalties in the event of a breach of those restrictions.
4. The working conditions of an employee in home office and telework must not put the employee at a disadvantage compared to a comparable employee in the employer's workplace.
5. Home office and telework are not subject to attendance recording under the Time and Attendance Recording Policy.
6. Home office and telework will be monitored and evaluated through scholarly and artistic outputs.
7. Home office or telework shall not be regarded as work which the employee performs occasionally or in exceptional circumstances with the consent or agreement of the employer at home or at a place other than the usual place of work, provided that the type of work which the employee performs under the contract of employment permits it.

Art. 6
Change of working conditions

1. The agreed content of the employment contract can only be changed if the employer and the employee agree to change it. The agreement to amend the employment contract must be in writing.
2. An employee is obliged to perform work of a different kind or in a different place than agreed in the employment contract only exceptionally in the cases referred to in Section 55 of the Labour Code.

Art. 7
Business trip

1. An employer may send an employee on a business trip outside the municipality of the employee's regular place of work or residence for the necessary period only with the employee's consent. This shall not apply if the secondment results directly from the nature of the type of work agreed or the place of work or if the possibility of secondment is agreed in the employment contract.
2. The procedure for the approval and settlement of business trips and reimbursement of expenses and other benefits during business trips is regulated by the Directive for the Provision of Travel Reimbursements of the University of Presov.

Art. 8
Termination of employment

1. The employment relationship between the employer and the employee may be terminated:
 - a) by agreement,
 - b) by notice given by the employer,
 - c) by notice given by the employee,
 - d) immediate termination by the employer,
 - e) immediate termination by the employee,
 - f) termination during the probationary period.
2. An employment relationship agreed for a fixed period of time shall end at the expiry of the agreed period.
3. The employment relationship shall terminate upon the death of the employee.
4. During the probationary period, both the employer and the employee may terminate the employment relationship for any reason or for no reason at all, unless otherwise provided below. An employer may terminate the probationary employment of a pregnant woman, a mother up to the end of the ninth month after childbirth and a woman who is breastfeeding only in writing, in exceptional cases unrelated to her pregnancy or maternity, and must give proper reasons in writing, otherwise it shall be null and void. The written notice of termination of the employment relationship shall be given to the other party normally three days before the date on which the employment relationship is to be terminated.
5. The employee shall deliver documents in connection with the termination of employment in

writing to the Human resources department, which shall acknowledge receipt of the submission and the date of delivery, or may deliver the documents by registered mail to the employer's address.

The employee's proposal to terminate employment shall be responded to in writing by the employee's supervisor. The employer's proposal for termination of employment shall be made by the employee's direct supervisor. The employer shall deliver the letters to the employee at his/her workplace, at his/her home or wherever he/she may be found. If this is not possible, the document may be delivered by registered post, with a delivery note and the endorsement 'hand-delivered'. Termination of employment shall be at the discretion of the rector.

6. If the employer and the employee agree to terminate the employment relationship, the employment relationship shall end on the agreed date. The agreement shall be concluded in writing by the employer and the employee. If the employee so requests or if the employment is terminated by agreement for the reasons referred to in points (a) to (c) of Section 63 (1), the reasons for the termination of the employment shall be stated in the agreement.
7. Both the employer and the employee may terminate the employment relationship by giving notice. The notice of termination must be in writing and delivered, otherwise it is null and void. A notice of termination served on the other party may be revoked only with his/her consent. Both the revocation and the consent to the revocation must be in writing. The employer's notice of termination must be delivered to the employee by hand.
8. The employer may give notice to an employee only for the reasons set out in Section 63 of the Labour Code and in the manner prescribed by law. An employee may give notice for any reason or for no reason at all.
9. The employer may immediately terminate the employment relationship in accordance with Section 68 of the Labour Code if the employee
 - a) has been convicted of a deliberate criminal offence,
 - b) has seriously violated work discipline.
10. The employer is obliged to negotiate the termination or immediate termination of the employment relationship with the employees' representatives in advance, otherwise the termination or immediate termination of the employment relationship shall be null and void. The employees' representative shall be obliged to negotiate the employer's notice within seven working days from the date of receipt of the written request by the employer and the immediate termination of employment within two working days from the date of receipt of the written request by the employer. Failure to negotiate within the above time limits shall be deemed to have occurred.
11. If notice is given, the employment relationship shall be terminated on expiry of the notice period. The period of notice shall be one month, unless otherwise provided below. The period of notice of an employee who is given notice for the reasons referred to in Section 63 (1) (a) or (b) of the Labour Code or on the grounds that the employee has, according to a medical opinion, lost the long-term ability to perform his/her previous work due to his/her state of health, shall be as follows
 - a) two months if the employee's employment with the employer has lasted at least one year and less than five years on the date of delivery of the notice,

- b) three months if the employee's employment with the employer has lasted at least five years at the date of service of the notice.

The notice period of an employee who is given notice for reasons other than those referred to in Section 63 (1) (a) or (b) of the Labour Code, or on the grounds that the employee has, according to a medical opinion, lost the long-term capacity to work due to his/her state of health the ability to perform the previous work, shall be two months, if the employee's employment relationship with the employer lasted at least one year on the date of delivery of the notice of termination. The duration of the employment relationship shall also include the duration of repeated fixed-term employment relationships with the same employer which are immediately subsequent. Where notice of termination is given by an employee whose employment with the employer has lasted at least one year at the date of delivery of the notice, the period of notice shall be two months.

12. The notice period shall commence on the first day of the calendar month following the delivery of the notice and shall end on the last day of the calendar month concerned, unless otherwise provided.
13. During the notice period, the employee and the employer are obliged to fulfil all obligations arising from the employment relationship. During that period, the employee shall be obliged to take the balance of the leave to which he/she is entitled at the date of termination of the employment relationship, unless the employer and the employee exceptionally agree otherwise.
14. Before termination of employment, the employee is obliged to inform the direct supervisor of the status of the performance of tasks arising from the scope of his/her employment and to hand over the agenda in accordance with his/her instructions. Before leaving his/her employment, the staff member must hand in his/her assigned work equipment and items in a condition corresponding to normal wear and tear, as well as borrowed professional literature. Before terminating the employment of a staff member with whom a material responsibility agreement has been concluded, the direct supervisor shall ensure that an inventory is taken. Where a staff member has been given a fixed advance for small purchases or fuel, he/she shall be obliged to repay that advance. At the same time, he/she shall reimburse or account for the advance granted for the mission. The direct supervisor shall draw up a written record of the handing over of the tasks and property entrusted to him/her and, where appropriate, of the manner in which the damage caused by the staff member is to be compensated.
15. Prior to termination of employment, the employee shall submit a completed and signed exit letter to the Human resources department.
16. Upon termination of employment, the employer is obliged to provide the employee with a certificate of employment and, at the employee's request, a work report. If the employee disagrees with the contents of the employment report or the employment certificate and the employer fails to amend or supplement them at the employee's request, he/she may, within three months from the date on which he/she became aware of their contents, apply to the court for an order that the employer be obliged to amend them accordingly.

Art. 9 **Severance pay**

1. The employer shall provide the employee with severance pay if the employment relationship is

terminated by agreement for the reasons referred to in Section 63 (1) (a) or (b) of the Labour Code or on the grounds that the employee, due to his/her state of health, has, according to a medical opinion, lost the ability to perform his/her previous work in the long term, in the amount agreed upon in the collective agreement in force, at least in the amount referred to in Section 76 of the Labour Code.

2. If, after the termination of the employment relationship, the employee re-joins the same employer or his/her successor in title before the expiry of the period determined in accordance with the severance pay granted, he/she shall be obliged to repay the severance pay or a pro rata part thereof. The pro rata part of the severance pay shall be determined according to the number of days from the date of re-employment until the expiry of the time resulting from the severance pay granted.
3. Severance pay shall be paid by the employer upon termination of employment on the employer's next pay date for payment of wages, unless the employer agrees otherwise with the employee being laid off on payment of severance pay.
4. An employer may also grant severance pay to an employee in cases other than those provided for in Section 76 (1) and (2) of the Labour Code.

Art. 10 Termination indemnities

1. Upon the first termination of employment after becoming entitled to a retirement or invalidity pension, if the decline in earning capacity is more than 70 %, the employee shall be entitled to a termination indemnity in the amount agreed in the collective agreement if he/she applies for the said indemnity before the termination of employment or within ten working days after the termination of employment.
2. Upon termination of employment, an employee shall be entitled to a termination indemnity in the amount agreed in the collective agreement if he/she has been granted an early retirement pension on the basis of an application submitted before or within ten days after the termination of employment.
3. Employees receive termination indemnities from only one employer.
4. The employer is not obliged to provide the employee with a termination indemnity if the employment relationship has been terminated pursuant to Section 68 (1) of the Labour Code.

Art. 11 Essential duties of employees

1. In particular, the employee shall be obliged to
 - a) work conscientiously, responsibly, and independently within the scope of his/her rights and duties and to the best of his/her knowledge and abilities, observe the rules of decency, courtesy, and respect for other persons in the performance of his/her work tasks,
 - b) observe and make full use of the working hours set,
 - c) during the period in which he/she is entitled to income compensation for temporary incapacity for work under a special regulation, comply with the treatment regime laid down

- by the attending doctor,
- d) attend medical examinations as instructed by the employer,
 - e) fully and truthfully inform the employer of other employment relationships and the length of working time with those employers,
 - f) to notify the Human resources department in writing without undue delay of any changes concerning the employment relationship and relating to his/her person, in particular a change of his/her name, surname, permanent residence or temporary residence, address for the delivery of documents, health insurance company and, if with the employee's consent the payment is transferred to an account in a bank or a branch of a foreign bank, also a change of the bank connection, a decision to request the employee to retirement pension or invalidity pension, and to the payroll department of the economic unit, the circumstances relevant to sickness insurance, parental allowance, the duration of court-ordered enforcement of decisions and the facts relating to entitlement to child benefit and income tax. Failure to comply with the above reporting obligation shall be the full responsibility of the employee, including any financial consequences,
 - g) to comply with the principles of occupational health and safety and fire protection with which he/she has been made aware by the employer,
 - h) immediately notify the direct supervisor of the university parts and the employee's direct supervisor of the occurrence of an accident at work which he/she has sustained, if his/her medical condition permits, and of an accident at work which he/she has witnessed,
 - i) when leaving his/her workplace, always lock the premises entrusted to him/her and check that electrical appliance, lighting, closed windows, etc., are switched off, as appropriate to the nature of the workplace,
 - j) comply with the legal provisions and other regulations applicable to the work carried out by him/her,
 - k) manage properly the resources entrusted to him/her by the employer, protect property against damage, loss, destruction, and misuse and not act contrary to the interests of the employer,
 - l) to act and decide impartially and to refrain from anything in the performance of work in the public interest which might undermine confidence in the impartiality and objectivity of the proceedings and decision-making,
 - m) comply with Act No 377/2004 Coll. on the Protection of Non-Smokers and on Amendments and Additions to Certain Acts, as amended,
 - n) not to consume alcoholic beverages, narcotic substances and psychotropic substances at the workplaces and premises of the employer and during working hours also outside these workplaces and premises, not to come to work under their influence,
 - o) to observe the Constitution of the Slovak Republic, constitutional laws, laws, other generally binding legal regulations and internal regulations of the employer and to apply them to the best of his/her conscience and knowledge, to respect and protect human dignity and human rights,
 - p) to maintain confidentiality of facts which come to the employee's knowledge in the course of performing work in the public interest and which, in the interests of the employer, may not be communicated to other persons, even after termination of the employment relationship,
 - q) not to misuse information acquired in the context of and in the course of his/her employment for his/her own benefit or for the benefit of persons close to him/her or of other natural or legal persons. This obligation shall also apply after the termination of the employment relationship,
 - r) to refrain from conduct which implies unjustified promises or obligations binding on the employer.

2. The employee shall not
 - a) engage in any activity which would substantially lower his/her dignity in relation to his/her office or compromise his/her impartiality,
 - b) arrange, for himself/herself or for another natural or legal person, business with the state, a municipality, a higher territorial unit, or state, budgetary or contributory organisations set up by the state or a higher territorial unit,
 - c) to solicit or accept gifts or other benefits or to induce another to give gifts or other benefits in connection with and in the performance of work in the public interest; this shall not apply if the gifts or other benefits are those customarily given in the performance of work in the public interest or on the basis of the law or by the employer,
 - d) acquire property from the state, a municipality, a higher territorial unit or the National Property Fund of the Slovak Republic otherwise than in a public tender or public auction, unless a special regulation provides otherwise, except if the municipality or higher territorial unit publishes the conditions for the acquisition of property; this also applies to persons close to the employee,
 - e) to use symbols connected with the performance of work in the public interest for personal gain,
 - f) to abuse the advantages resulting from the performance of work in the public interest, even after the performance of that work has ceased,
 - g) making false declarations in connection with the performance of public service work.
3. In addition to the duties of an employee referred to in paragraphs 1 and 2, a university teacher shall in particular
 - a) follow the timetable of classes, tutorial hours and the examination timetable, whereby examinations may take place at times which are fixed and communicated to the students in advance,
 - b) follow the principle of equal treatment in relation to students and refrain from any form of discrimination in accordance with Section 55 of the Higher Education Act,
 - c) refrain from acting in a way that penalises or disadvantages a student because the student puts his/her rights under the Higher Education Act,
 - d) to behave fairly in relation to the domestic and foreign scientific and educational community, to observe the legal protection of copyright and intellectual property and to respect the reputation of the employer,
 - e) protect the results obtained in educational, research, artistic, professional, and other activities, which have been created at the employer's premises, from misuse, not to disclose them to third parties without proper protection of intellectual property,
 - f) dispose of the student's schoolwork in accordance with Act No 618/2003 Coll. on Copyright and Rights Related to Copyright (Copyright Act), as amended,
 - g) truthfully report publishing activity to the relevant university library so that it is reported to only one employer.
4. A university teacher, researcher and artistic worker shall be obliged to notify in writing the conclusion of any further employment relationship with a university located in the territory of the Slovak Republic or operating in the territory of the Slovak Republic for the performance of the work of a university teacher, researcher or artistic worker and the working time for which it is concluded. The notification shall be submitted without delay to the head of the university component within seven days of the conclusion of the further employment relationship.
5. The notification obligation under point 4 also applies to similar employment relationships at a

higher education institution abroad.

Art. 12
Basic duties of senior staff members

1. In addition to the duties set out in Art. 11 of these regulations, a senior staff member shall, in particular
 - a) direct, supervise and evaluate the work of employees,
 - b) create a favourable working atmosphere motivating subordinate employees to perform their working tasks, propose remuneration for employees in accordance with generally binding and internal regulations on remuneration, according to approved criteria and working results and to respect the principle of equal pay for equal work or work of equal value,
 - c) create conditions for the professional development of staff members and for the improvement and deepening of their professional qualifications,
 - d) ensure that there is no breach of working discipline, follow the rules of courtesy and civil society in the workplace, ensure that their subordinate employees are familiar with the internal regulations of the university, in particular the work regulations, the collective agreement and the regulations on health and safety at work,
 - e) ensure compliance with the law, guide staff members towards working discipline, and reward their initiative and work effort,
 - f) to ensure that the absent employees are replaced by other members of staff at the workplace to the extent necessary to ensure that the teaching process is safeguarded or that the workplace is not disrupted,
 - g) deal with suggestions, comments, and complaints from staff,
 - h) monitor the leave schedule on an ongoing basis and agree to a change in the scheduled leave only by giving the staff member an alternative leave date in writing.

2. In accordance with Section 10 of the Public Service Act, the senior staff member referred to in Art. 2 (4), (5) and (8) of these Work Regulations shall declare his/her financial interests within 30 days of being appointed to the post of senior staff member and by 31 of March of each calendar year. The senior staff member shall notify the Rector of his/her financial situation.

Art. 13
Working discipline

1. Every staff member shall be obliged to follow working discipline and to fulfil all the obligations arising from his/her employment.

2. In particular, a minor breach of working discipline shall be deemed to be
 - a) unannounced and unexcused absence from work,
 - b) repeated failure to use working time and unsatisfactory performance of work duties, where the employer has called upon the employee in writing to remedy the deficiencies within the last six months and the employee has failed to remedy them within a reasonable time,
 - c) arbitrarily leaving the workplace during working hours without registering the departure from the workplace building on the attendance terminal at workplaces where electronic attendance records are in place, or in the attendance register at other workplaces,
 - d) failure to respect the prohibition on the consumption of alcoholic beverages, narcotic drugs and psychotropic substances at the employer's workplaces and premises and, during working hours, outside those workplaces and premises,

- e) refusal to be tested for alcohol, narcotic drugs and psychotropic substances,
- f) refusal to undergo a medical examination at a facility with which the University has a contract,
- g) violation of binding legal provisions and the employer's internal regulations directly related to the performance of the employee's work under his/her employment contract,
- h) breach of the obligation of confidentiality of facts connected with the performance of work,
- i) reporting the same publication activity to several employers in the Slovak Republic,
- j) failure to notify the employer immediately after the occurrence of an accident at work which employee has sustained, if his/her state of health so permits, or of an accident at work which he/she has witnessed,
- k) taking leave without requesting leave and obtaining the written consent of the staff member's direct supervisor to take leave.

3. A serious breach of working discipline shall be deemed to be

- a) proven inability to perform work duties as a result of ingestion of alcoholic beverages, narcotic drugs or psychotropic substances resulting in immediate disruption of the teaching process or endangering the operation of the workplace,
- b) multiple days' unexcused absence from work, repeated unexcused absence from work or repeated arbitrary departure from the workplace,
- c) acceptance of bribes, property and moral offences in the workplace,
- d) deliberate damage to the property of the employer, students or employees,
- e) proven acts of violence against supervisors, other employees or students,
- f) proven fact that the employee is a sponsor or co-sponsor of a study programme or course at another higher education institution in the Slovak Republic without the prior written consent of the Rector or Dean of faculty,
- g) proven plagiarism, which is understood as the deliberate use of foreign published and unpublished formulations, knowledge, research results or other results of creative work, as well as illustrations, tables, photographs, maps, etc. in qualifying works or publication outputs without citation or reference of the source,
- h) evidence that the employee has failed to comply with the notification obligations laid down in Art. 11 (4) or (5).

4. The seriousness of a particular breach of working discipline shall be assessed by the relevant senior staff member according to the degree of fault and the consequences of the action. A less serious breach of working discipline may be discussed with the employee by the employee's direct supervisor, who shall issue a Warning of Breach of Work Discipline, which shall include a warning to the employee of the possibility of termination of employment in connection with the breach of working discipline. He/she shall give the Notice of Breach to the employee and to the Human resources department for inclusion in the employee's personnel file.

Serious breaches of working discipline shall be discussed with the employee by the relevant head of the employer's component in the presence of the employee's direct supervisor. A record of the breach of working discipline shall be drawn up as a result of the discussion, which shall include a warning to the employee of the possibility of termination of the employment relationship in connection with the breach of working discipline. The record shall be signed by all those present at the hearing. If the employee refuses to sign the record, this shall be stated in the record. The senior staff member shall submit the signed record of the breach of working discipline to the Human resources department for inclusion in the employee's personal file. At the same time, he/she shall submit a proposal for the further handling of the breach of working discipline.

5. If the employer wishes to give notice to an employee for breach of working discipline, he/she shall inform the employee of the reason for the notice and give him/her the opportunity to comment on it.

Art. 14
Obligations of the employer

1. The employer's essential duties include, in particular
 - a) to assign work to the employee in accordance with the employment contract and to pay the employee a salary for the work performed,
 - b) to take care of creating conditions for safety and health protection at work and to take measures to prevent occupational accidents and occupational diseases in accordance with the Labour Code and the relevant regulations governing safety and health protection at work,
 - c) to create conditions for the professional development of its employees and for the improvement and extension of their professional qualifications,
 - d) ensure that timely and effective measures are taken to protect the employer's property and the employees at the workplace,
 - e) to provide catering for its employees,
 - f) to inform the employer of vacancies on the employer's official website and to enable employees to apply for those vacancies.

Part three
WORKING TIME AND REST PERIODS

Art. 15
Working time

1. Working time is the period of time during which the employee is at the employer's disposal, performs work and fulfils work duties in accordance with the employment contract. The employer shall determine the established weekly working time in accordance with the applicable higher-level collective agreement.
2. The employer shall provide an employee whose work shift is longer than six hours with a rest and meal break of 30 minutes. Rest and meal breaks shall not be granted at the beginning and end of the shift and shall not be counted as working time. The period of time during which administrative, professional and operational staff may take their compulsory rest and meal breaks shall be fixed at the time between 11.30 a.m. to 1.30 p.m.
3. In order to increase work efficiency and better meet the needs of employees, the employer has introduced flexible working hours. A flexible monthly working period is applied, whereby the employee chooses the start and end of the working time in individual shifts so that he/she works the working hours laid down in the collective agreement during the calendar month.
4. Details of the application of flexible working time and the recording of working time are governed by the Flexible Working Time Application Policy and the Working Time and Attendance Recording Policy.
5. The employer may, with the agreement of the employees' representatives, distribute the working

time of operational employees who carry out activities in which the need for work varies throughout the year unevenly over individual weeks for a period of more than four months, up to a maximum of 12 months. The average weekly working time during this period may not exceed the weekly working time laid down.

6. An employee may leave the workplace only with the permission of his/her direct supervisor, on the basis of a signed pass, on which the purpose of leaving the workplace is indicated. The heads of the various departments of the employer may, on the basis of a proposal from the heads of the departments, determine by written internal instructions the categories of employees for whom a pass is not required when leaving the workplace on duty.
7. The employer shall be obliged to distribute working time so that the employee has a minimum rest period of 12 consecutive hours within 24 hours between the end of one shift and the beginning of another shift. In exceptional cases, for drivers, it may not be reduced to less than eight hours, and not more than twice a week, provided that the rest period on the following day is extended by the time by which the rest period has been reduced.
8. After the end of the daily operating hours, except for teaching according to the designated timetable, staying in the workplace is forbidden. Exceptions may be granted, including work on Saturdays, Sundays and public holidays, in exceptional cases on the prescribed form by the relevant senior staff member. The employer shall be required to produce a signed authorisation on entering the building.
9. The provisions of paragraphs 6 and 8 shall not apply to the employer's senior staff members.

Art. 16 Overtime, night work and on-call time

1. Overtime work is work performed by an employee at the written order of the employer or with the employer's written consent in excess of the weekly working hours and performed outside the scope of the shift schedule. An employee on a part-time contract may not be ordered to work overtime.
2. In the case of flexible working hours, overtime work is work performed by an employee at the employer's direction or with the employer's consent in excess of the hours of operation during the designated flexible working period.
3. If an employee works in excess of the specified monthly working hours on leave granted by the employer at the employee's request, this shall not constitute overtime work.
4. An employee may perform overtime work of not more than 400 hours in a calendar year.
5. Compensatory time off shall be preferred for overtime work. The use of compensatory time off shall be authorised by the employee's line manager. It may be taken by agreement within four months. The direct supervisor shall be responsible for scheduling the staff member's normal duties so that overtime need not be ordered.
6. Night work is work performed between 10 pm and 6 am.

Art. 17 Holidays

1. An employee shall be entitled to recuperation leave under the conditions and for the duration provided for in the Labour Code or agreed by collective agreement. The period of leave shall be determined by the employer in consultation with the employee in accordance with a leave plan determined with the prior agreement of the Trade Union, so that the employee may, as a rule, take the leave in full and before the end of the calendar year. The leave plan shall be submitted by the head of the employer's component by April, 1 of the calendar year in question, to the human resources department. The human resources department shall submit the plan to the Trade Union for approval.
2. The employer is obliged to determine the employee to take at least four weeks of leave in a calendar year, if the employee is entitled to it and if the determination of the leave is not prevented by obstacles to work on the part of the employee. In the months of July and August, university teachers are required to take at least five weeks' leave and other staff members at least two weeks' leave.
3. The employee must write out the leave note at least one day before taking leave. An employee may take leave only after the leave note has been signed by the employee's direct supervisor prior to the commencement of the leave, otherwise his/her absence from work shall be treated as an absence. Leave notes shall be filed with the attendance register.
4. For each shift (working day) missed unexcusedly, the employer shall reduce the employee's leave by two days. Unexcused absences of shorter parts of individual shifts shall be cumulative.
5. The employer may, with the agreement of the employees' representatives, determine the use of collective leave where this is necessary for operational reasons and compatible with the interests of the employees. The mass taking of leave shall not exceed two weeks.
6. If an employee is unable to take leave in a calendar year because the employer does not arrange for it to be taken or because of an obstacle to work on the employee's part, the employer shall be obliged to grant the leave to the employee so that it ends no later than the end of the following calendar year. If the employee is unable to take the leave for maternity or parental leave even by the end of the following calendar year, the employer shall grant the untaken leave to her (him) after the end of the maternity or parental leave.
7. For an employee who has fulfilled the condition of working at least 60 days in the calendar year for which leave is granted, the employer shall reduce the leave for the first 100 working days missed by one-twelfth and for each additional 21 working days missed by the same amount of one-twelfth, if the employee did not work in that calendar year for the reason of
 - a) the performance of extraordinary service in a period of crisis or alternative service in time of war and martial law,
 - b) taking parental leave pursuant to Section 166 (2) of the Labour Code,
 - c) long-term release for the performance of a public function and for the performance of a Trade Union function pursuant to Section 136 (2) of the Labour Code,
 - d) important personal obstacles at work pursuant to Section 141 (1) and (3) (c) of the Labour Code.

Leave shall not be reduced for periods of temporary sick leave resulting from an occupational accident or occupational disease for which the employer is liable, and for periods of maternity leave and parental leave pursuant to Section 166 (1) of the Labour Code.

8. The employee shall be entitled to a wage replacement for the leave taken in the amount of his/her average earnings. An employee may not be paid wage compensation for four weeks of basic leave not taken, except where he/she has been prevented from taking that leave by reason of the termination of his/her employment. For the part of the leave in excess of four weeks of basic leave which the employee has not been able to take before the end of the following calendar year, the employee shall be entitled to a wage replacement in the amount of his/her average earnings.
9. The average earnings for the purposes of wage replacement shall be the functional salary as defined in Section 4 (4) to (6) of the Remuneration Act.

Art. 18 **Obstacles to work**

1. The employer shall grant the employee time off from work to perform public functions, civic duties and other acts in the general interest, if this activity cannot be performed outside working hours. The employer shall grant leave without pay, unless the Labour Code, a special regulation or a collective agreement provides otherwise or unless the employer agrees otherwise with the employee. Leave for the performance of a public function shall be granted for a maximum of 30 working days.
2. The employer shall grant the employee leave with pay for the following reasons:
 - a) examination or treatment of the employee in a medical institution for the time strictly necessary, for a maximum of seven days in a calendar year. Further leave shall be granted for the time strictly necessary without pay if the examination or treatment could not be carried out outside working hours,
 - b) for pregnancy-related preventive medical examinations, for the time strictly necessary,
 - c) the birth of a child to an employee, for the time strictly necessary for the transport of the child's mother to and from a medical establishment,
 - d) accompanying a family member to a medical establishment for examination in the event of sudden illness or accident and for a pre-determined examination, treatment or cure; leave with pay shall be granted to only one of the family members for the time strictly necessary, up to a maximum of seven days per calendar year,
 - e) a disabled child to a social care institution or special school; leave with pay shall be granted only to one of the family members for the time strictly necessary, for a maximum of ten days per calendar year.
3. In the event of other personal obstacles on the part of the employee, such as the death of a family member, wedding, moving, etc., the employer shall grant the employee a leave of absence to the extent specified, with or without wage replacement, in accordance with the provisions of the Labour Code.
4. An employee may request additional leave for important personal, family and other reasons outside the reasons set out in the Labour Code. He/she shall be obliged to make up this time.
5. Obstacles to work on the part of the employee shall be treated as performance of work with pay

only to the extent that they interfere with the basic working time when flexible working time is applied. In the context of optional working time, they shall be treated as excused obstructions to work but not as performance of work and shall not be compensated for.

6. The employee is obliged to prove the obstacle at work and its duration to the direct supervisor with a note. The note, signed by the employee's direct supervisor, must be handed over to the Human Resources Department without undue delay.
7. If an employee has been declared unfit for work due to illness or accident, he/she shall immediately notify his/her direct supervisor and provide him/her with a note of the sickness incapacity within three days of the incapacity for work.
8. If an employee's employment relationship was established during the course of a calendar year, time off work with wage compensation, for the reasons referred to in Section 141 (2) (a), first subparagraph, and (c), first subparagraph of the Labour Code, shall be granted to the extent of at least one-third of the entitlement for the calendar year for each commenced third of the calendar year of the duration of the employment relationship. The total entitlement under the first sentence shall be rounded up to whole calendar days.

Part four

THE SALARY OF THE EMPLOYEE

Art. 19

Salary

1. Employees shall receive a salary for work performed. Remuneration of staff shall be governed by law on remuneration, the collective agreement in force and the Salary Regulations.
2. Reductions from salary may be made without the employee's consent only pursuant to Section 131 of the Labour Code. Further deductions from salary may only be made with the written consent of the employee.

Part five

SOCIAL POLICY

Art. 20

Health and safety at work

1. The employer shall create appropriate working conditions to improve the work culture and working environment and shall take care of the appearance and maintenance of workplaces, sanitary facilities and personal hygiene facilities.
2. The employer is obliged to notify the competent authorities of the occurrence of work accidents, occupational diseases and other occupational health damage, accidents, to identify and eliminate the causes of their occurrence, to keep records of them and to carry out registration.
3. The employer is obliged to regularly acquaint employees with the relevant legislation and other regulations to ensure occupational safety and health and to verify their knowledge.

4. An employer shall not treat as a failure to perform his/her duties if an employee refused to perform work, interrupted work or left the workplace to go to safety if he/she reasonably believed that his/her life or health or the health of other persons was in imminent and serious danger.

Art. 21
Meals for staff

1. The employer is obliged to provide employees with meals in all shifts that comply with the principles of good nutrition. An employee who works more than four hours in a shift shall be entitled to meals. The employer shall provide meals in his/her own catering establishment, in the catering establishment of another employer or through a legal entity or natural person authorised to provide catering services.
2. The employer shall contribute at least 55 % of the cost of the meal, up to a maximum of 55 % of the meal allowance for each meal provided for a business trip of 5 to 12 hours in accordance with a special regulation. Where meals are provided to employees through a legal person or a natural person authorised to arrange catering services, the price of the meal shall be the value of the meal voucher, which must be at least 75 % of the meal allowance provided for a business trip of between 5 and 12 hours in accordance with a special regulation.

Part six
REPLACEMENT OF DAMAGES

Art. 22
Responsibility of the employee for damage

1. The employee is obliged to act in such a way as to avoid endangering life, health and damage to property or its destruction, as well as unjust enrichment.
2. If damage is imminent, the employee is obliged to bring it to the attention of the employee's direct supervisor. If action is urgently needed to avert the threatened damage, the employer shall take action.
3. The employee shall be responsible to the employer for:
 - a) damage caused by a culpable breach of duties in the performance of his/her duties or in direct connection therewith, or caused by a deliberate act contrary to good morals,
 - b) a shortfall in the value entrusted to him/her by virtue of a material responsibility agreement,
 - c) loss of entrusted objects,
 - d) compliance with financial discipline pursuant to Act No 523/2004 Coll. on the Financial Rules of the Public Administration and on Amendments and Additions to Certain Acts, as amended.
4. A material responsibility agreement must be concluded whenever employees come into contact with entrusted cash, valuables, goods, stocks or other values intended for circulation and turnover, which they are obliged to account for. The material responsibility agreement must be in writing or it is null and void. Before concluding a material responsibility agreement, the direct supervisor shall ensure that an inventory is taken.
5. The senior staff member who has become aware of the damage shall notify the claims committee

in writing of the damage caused to the employer without undue delay.

Art. 23

Responsibility of the employer for damage caused to the employee

1. The employer shall be liable to the employee for damages:
 - a) caused by the breach of legal obligations in the performance of the employer's tasks by employees acting on its behalf,
 - b) to items deposited with him/her by the employee in the course of or in direct connection with the performance of his/her duties in a place designated for that purpose,
 - c) suffered in the course of averting damage to the employer,
 - d) in the event of occupational accidents and diseases.
2. If the employer proves that the damage was also caused by the injured employee, even if negligently, the employer shall be partially exonerated from liability.
3. The employee shall report the damage to his/her direct supervisor without undue delay, preferably in writing.
4. The causes of the damage and the extent of the damage caused to the employee shall be ascertained by the claims committee. The method and amount of compensation shall be negotiated with the Trade Union. The proposal for a decision on the damage, including the proposal for compensation, shall be submitted by the damage committee to the Rector or Dean of faculty concerned for a decision.

Art. 24

Dispute resolution

1. If there are deficiencies in the workplace or an employee feels aggrieved in his/her rights under the employment relationship, he/she may take his/her complaint to his/her direct supervisor. This shall be without prejudice to the right of the employee to lodge a complaint under generally applicable law. Written complaints from employees shall be registered and dealt with by the employer's chief inspector.
2. Disputes between employers and employees regarding claims arising out of employment relationships shall be heard and decided by the competent court.
3. In order to prevent labour disputes, the authorised managers shall, in cooperation with the Trade Union, deal with complaints from employees concerning claims arising out of employment relationships.

Part seven

TRANSITIONAL, COMMON AND FINAL PROVISIONS

Art. 25

Common and final provisions

1. The relevant provisions of the Higher Education Act, the Act on the Performance of Public Work, the Labour Code, the Collective Agreement and other generally binding legal regulations shall

apply to employment relationships that are not regulated by these Work Regulations.

2. Senior staff members shall inform subordinate employees of the contents of these Work Regulations and shall ensure that the Work Regulations are publicly available at the workplace to all employees.
3. Faculties may issue work regulations of the faculty in which they shall regulate the provisions of these Work Regulations in more detail on their own terms and conditions.
4. University teachers acting as associate professors and professors, who have concluded employment relationships at other universities in the Slovak Republic or abroad, are obliged to reconcile them so that they can perform the function of a study programme guarantor according to the valid and effective Criteria for Accreditation of Study Programmes of Higher Education.
5. These Work Regulations have been approved by the Council of Basic Organizations of the Trade Union of Education and science workers at the University of Presov and the Academic Senate of the University of Presov.
6. Work Regulations of the University of Presov of May, 01, 2010, as amended by Appendix no. 1, are hereby repealed.
7. Work Regulations shall enter into force on July, 1, 2013.

Mgr. Ján Mikluš
Chairperson of R ZO OZ

PaedDr. Helena Galdunová, PhD.
Chairperson of AS UP

prof. RNDr. René Matlovič, PhD.
Rector