

CONSOLIDATED TEXT OF THE COLLECTIVE AGREEMENT

(Applicable from 1 July 2021)

COLLECTIVE AGREEMENT

concluded

in accordance with the provisions of Act No. 2/1991 Coll., on Collective Bargaining, as amended, Act No. 262/2006 Coll., the Labour Code, as amended, and other relevant legislation, between the following parties:

Masaryk University

public higher education institution

Brno, Žerotínovo nám. 9

represented by the Rector, prof. MUDr. Martin Bareš, Ph.D.

(hereinafter referred to as “employer” or “university”)

and

University Trade Union – Masaryk University Coordinating Union Committee

represented by the chairman, RNDr. Luboš Bauer, CSc.,

acting on behalf of all trade unions operating at Masaryk University on the basis of a mandate from the university trade union board established on 24 November 2005 and tasked with representing all component organizations in matters associated with collective bargaining at university level (hereinafter referred to as “CUC”).

as follows:

Section 1

Purpose of the Agreement

1. The Collective Agreement (hereinafter referred to as the “agreement”) governs certain rights of employees employed by Masaryk University as well as certain rights and obligations of the parties concluding this agreement.
2. Arrangements set out in an employment contracts which stipulate more favourable conditions for an employee than those specified in this Collective Agreement are not affected by this Collective Agreement. An employment agreement may not include less favourable conditions than those specified by this agreement.
3. Arrangements set out in this Collective Agreement shall take precedence over the provisions of the employer's internal regulations (cf. section 305 of the Labour Code) in case their provisions are more favourable to employees.
4. Arrangements in the area of collective employer–employee relations negotiated between the employer and a Masaryk University trade union organization are not affected by this Collective Agreement. Each trade union organization associated with an organizational unit of the employer which has the right to decide or act on behalf of the employer in labour relations is entitled to conclude an agreement with this organizational unit; however, such an agreement must not modify the rights of Masaryk University employees in labour relations agreed to in such an agreement in a less favourable way than set out in this agreement.
5. An employee is represented by the trade union organization he/she is a member of in labour relations with other individual employees. An employee who is not unionized is represented in labour relations by a trade union organization operating in the appropriate organizational unit of

the employer unless otherwise indicated by the employee. An employee who is not unionized and whose unit is part of an organizational unit of the employer with no trade union organization presence is represented in labour relations by the trade union organization with the greatest number of members, unless otherwise indicated by the employee. When establishing an employee's membership in an organizational unit of the employer, his/her home unit – as indicated in the employer's HR information system – is used as the determining criterion.

Section 2 **Scope of the Agreement**

1. Arrangements set out in sections 3 to 16 are applicable to all workplaces of the employer and any legal successor, unless otherwise stipulated by this agreement.
2. For the purposes of this agreement, the employer is represented by the Rector of Masaryk University in cases which fall within the purview of Masaryk University or by a faculty dean in cases which fall within the purview of an individual faculty.
3. No higher level Collective Agreement is in existence at Masaryk University.

Section 3 **Creating Conditions for the Proper Performance of Trade Union Organization Activities**

1. The employer provides trade union organization board members and CUC members with suitable conditions for the proper performance of their duties, namely:
 - a) provides space, subject to availability, for the necessary operational and meeting activities of trade union organizations, i.e. a meeting room with the necessary equipment, if so requested by the trade union organization board or CUC; such a space is provided on the basis of a written agreement on the use of office and meeting space and equipment;
 - b) facilitates the free use of infrastructure for the purposes of their activities (telephone, office equipment, computers, etc.) and pays the necessary maintenance and technical operation costs as well as any expenses associated with the necessary working documentation.
2. The employer shall provide a trade union organization board or CUC member with time off with compensatory wage in the amount of average earnings and to the necessary extent as remuneration for his/her activities as an employee representative. Necessary extent constitutes a maximum of five workdays per calendar year. Leave is granted following a timely request for release from duties submitted to the employer and establishing evidence of obstacles at work. The trade union organization provides the employer with information regarding changes in trade union organization membership in the event of any such changes taking place.
3. The employer shall ensure the transfer of contributions to trade union members in favour of these organizations on the basis of negotiated agreements on wage deductions. In order to ensure the transfer of membership contributions, prior written consent regarding wage deductions must be obtained from the employee and delivered to the relevant payroll clerk. Consent with the transfer of trade union contributions may be voided by the employee by submitting a notification to the relevant personnel office.
4. In case an employee requests an annual income tax settlement, the employer shall deduct membership contributions paid by the employee from the tax base (section 15, subsection 7 of the Income Tax Act), following the submission of a receipt issued by the trade union organization regarding the amount of membership contributions paid (section 38, subsection 1, letter j, of the Income Tax Act).
5. If so required by the Labour Code, special legislation or this agreement – in cases involving all or more employees – to provide information, consult, consent or enter into agreement with a trade union organization, the employer shall fulfil such obligations to the CUC. However, in case the group of employees in question is made up entirely of employees from a single organizational unit

of the employer and in case the unit has an independent trade union organization, the employer shall fulfil such obligations to that organization.

6. Documents addressed to the employer shall be submitted by the employee to the mail room of the relevant constituent part of the university. Documents addressed to the employer as a legal entity shall be submitted to the mail room of the MU Rector's Office.

Section 4

Providing Information to Trade Union Organizations

1. The employer shall provide the CUC with information regarding the development of wages and individual wage components, broken down by professional groups, both at the university and at individual organizational units. Information shall include the number of employees and data on median and average wages, broken down into the following components: wage rate, performance premiums, additional premiums, bonuses and compensatory wage. Statistics shall not include employees working for contractual wage. The employer shall provide the CUC with aggregated information regarding the number of employees working for contractual wages throughout the university as well as the total amount of wages paid out to such employees. The employer shall provide the CUC with this information in writing twice a year, i.e. for the first half of the year (by 15 September) and for the entire annual accounting period (by 15 February of the following year).
2. The employer agrees to provide the CUC with reports on new employments during each preceding quarter at the entire university. The report shall contain information regarding the duration of new employment relationships (indefinite period, definite period including period duration) as well as information on employment relationships with shorter than standard working hours. The report shall be presented by the employer no later than on the fifteenth day of the first month following the end of each quarter.
3. The employer shall inform the CUC of matters referred to in section 279, subsection 1, letters a), b), d) and f) and section 280, subsection 1, letters a) to c) of the Labour Code once a year in an annual report on activities and operations, valid as of the date of publication.
4. The employer shall inform employees about job vacancies and calls for tenders using the online Masaryk University noticeboard at <http://www.muni.cz/>.
5. The employer shall inform the trade union organization of matters associated with safety and health at work regularly, namely once a year in September. These include a comprehensive report on accidents at work and occupational diseases.
6. The employer shall provide all information referred to in preceding subsections, i.e. 1, 2 and 5, to the CUC for the entire university by e-mail to: kor@muni.cz.

Section 5

Discussion and Co-Decision

1. In order to discuss matters in accordance with section 280, subsection 1 and section 287, subsection 2 of the Labour Code, the employer shall transmit to the CUC documents with proposed measures and their justification by email to kor@muni.cz no later than ten workdays prior to a potential negotiation date. The CUC shall inform the employer of any opinions or proposals regarding the submitted documents electronically no later than five workdays prior to a potential negotiation date.
2. In case one of the parties transmits a proposal or position paper to the other party in electronic form in order to obtain that party's opinion or to initiate negotiations, the receiving party is obliged to provide an answer, including an opinion of the proposal or position paper, likewise in electronic form and without undue delay, i.e. within no more than ten workdays from the date of delivery.
3. Either party retains the right to request a meeting with a representative of the other party at any time in order to verbally negotiate matters which are or should be treated by this agreement. The

other contracting party agrees to participate in such negotiations. The CUC has the right to invite a representative of the trade union of which he/she is a member or an independent expert to any such negotiations. An ad hoc selected representative may be delegated to participate in such negotiations on the part of the employer.

4. Minutes from negotiation meetings are taken by both parties in alternating fashion and subsequently passed on to both contracting parties in electronic form. In case neither party raises any objections or provides any comments regarding the content and presentation of the minutes within a ten-day period, both parties are deemed to agree with the record.
5. Both contracting parties agree to inform employees at all units of their activities and to communicate the outcome of negotiations between the CUC and the employer in a suitable manner. All such communication will be available through the IS MU document server and on the CUC website, hosted on a server administered by employer. A link to these two sources of information will be placed in the appropriate section of the Masaryk University website for the benefit of all employees.
6. In case the consent of the trade union organization is required by law, the employer personally negotiates or transmits a request for consent to the trade union organization board in written or electronic form, specifying grounds for the request and an expected reply date. The trade union organization board shall assess the employer's request without delay and notify the employer of the outcome of its deliberations in writing within a reasonable period of time.
7. The employee has the right to file a complaint regarding the exercise of rights and obligations associated with labour relations through a trade union organization he/she is represented by in accordance with section 1, subsection 5.

Section 6

Fixed-Term Contract Negotiation

1. The contracting parties have agreed that the employer may decide, for reasons including the special nature of the work and reasons associated with the operation of a university, in the case of employees referred to in subsection 3 of this article, not to allow for the negotiation and renewal of fixed-term employment relationships in accordance with section 39, subsection 2 of the Labour Code.
2. Reasons referred to in subsection 1 include the following:
 - a) The employer, as a participant in project activities, is a recipient of subsidiary, non-subsidiary and special-purpose funding, provided for a previously specified purpose and project; such funding may be time-limited and therefore does not generate funding for severance pay for employees in the event of project termination;
 - b) University operation is strongly influenced by its seasonal nature, which makes it impossible to provide open-ended employment for employees tasked primarily with servicing the employer's accommodation, catering and sports facilities.
3. Employees affected by reasons indicated in subsection 2 include:
 - a) Employees involved in fulfilling the employer's project-related commitments.
 - b) Employees involved in work whose performance is linked to the operation of accommodation and catering facilities throughout the academic year or those involved in the operation of sports facilities, employees of the Medicinal Herbs Centre and other employees whose work is of a seasonal nature.
4. When concluding and renewing fixed-term employment relationships with employees involved in fulfilling the employer's project-related activities in accordance with subsection 2, the employer shall proceed as follows:

- a) The employer shall conclude employment relationships for a period corresponding to the expected needs of the project, i.e. in accordance with funding principles and project employment plan, without limiting the number of repetitions of fixed-term employment relationship cycles.
 - b) The employer shall generally conclude employment relationships with employees involved in fulfilling project-related activities for a period of at least one year, but may in exceptional cases conclude employment relationships which are shorter in duration.
 - c) Prior to the end of the original employment period, the employer shall inform the employee whether or not an extension of an existing employment relationship will be offered.
 - d) Employees who – prior to starting work on a project – were involved in educational, scientific, research or other activities financed from sources other than a project, will – after finishing work on the project – be subject to termination and fixed-term employment relationship renewal conditions set out in section 39, subsection 2 of the Labour Code, i.e. employees who – prior to starting work on a project – were employed on the basis of a fixed-term employment relationship, shall – after finishing work on a project – be treated in accordance with section 39, subsection 2 of the Labour Code, with special regard to the duration of employment and the number of employment relationship extensions granted prior to their starting work on a project.
5. Employees involved in seasonal work as specified in subsection 2, letter b) shall be employed on the basis of an employment relationship concluded for a relevant season (i.e. that part of the year in which it is necessary to perform the seasonal work in question) with an unlimited number of renewals. The employer shall conduct such proceedings with regard to the interests of the employee and shall strive to limit to the bare minimum the usage of such an agreement.

Section 7

Employment Termination and Severance Pay

1. An employee who accepts the end of an employment relationship in the event of employment relationship termination for reasons specified in section 52, letters a) to c) of the Labour Code shall be provided by the employer with severance pay as follows:
 - a) severance pay equal to twice the average monthly wage in case the employment relationship is being terminated prior to the end of the calendar month in which notice was delivered or employment relationship termination was proposed;
 - b) severance pay equal to one average monthly wage in case the employment relationship is terminated by mutual agreement by the end of the first month of the notice period.
2. In case an employment relationship is being terminated following notice on grounds listed in section 52, letters a) to c) or by mutual agreement for the same reasons and in case the employment relationship lasted at least ten years, the employee is entitled to extra compensation increased by an amount equal to one average monthly wage.
3. The termination of an employment relationship by notice or by immediate termination of employment shall be discussed by the employer with the relevant trade union organization prior to the fact (section 1, subsection 5). The trade union organization agrees to discuss the proposal without delay.
4. In case an employee is involved in a fixed-term employment relationship, the employer is required to inform the employee of the possibility of a renewal of this employment relationship no later than two months prior to the end of the employment relationship; this does not apply in the case of employment relationships concluded in a substitute capacity (e.g. in case of maternity or parental leave, etc.).

Section 8

Working Hours

1. The period during which overtime must not exceed an average of 8 hours per week is hereby established as 52 consecutive weeks.
2. The compensatory period for the completion of the average weekly working time in the case of an uneven distribution of working time shall be 52 consecutive weeks.

Section 9 **Employee Remuneration**

1. The wage rights of the employer's employees are also set out in this contract.
2. Guaranteed wage constitutes a wage equal to a wage rate set out in accordance with the Masaryk University Internal Wage Regulations and all other claimable monetary payments provided in connection with the performance of work or on the basis of labour rights arising from an employment relationship as set out by an internal guideline or by the Collective Agreement.
3. An employee is entitled to a wage rate determined for a specific wage category to which he/she is assigned in accordance with the Masaryk University Internal Wage Regulations. The employer shall assign each employee to a wage category on the basis of the characteristics of the work activities performed as part of his/her job, taking into account the level of professional and specialized requirements, minimum achieved education, academic qualifications and/or rank and other conditions in accordance with the Masaryk University Job Catalogue.
4. If the rates of the minimum and guaranteed wage are increased, the employer shall take such measures in the area of remuneration that employees are provided with a wage corresponding to at least the relevant rate of the guaranteed wage in accordance with the rules for classifying MU positions into individual groups for the purposes of providing the guaranteed wage within the meaning of Government Regulation No 567/2006 Coll.
5. Wages shall be paid upon the performance of work, i.e. in a calendar month following the month in which an employee's entitlement to wages or a part thereof arose. Payday dates shall be negotiated by the employer with the CUC and subsequently announced by the end of the preceding calendar year. The employer shall, upon receiving a request submitted by an employee, transfer the employee's wages at the employer's own expense and liability to an employee's account at a bank, savings bank or credit union, no later than on a designated payday date.
6. The employer shall enter monthly account statements – including information regarding individual wage components and deductions – in the MU intranet (Inet), thereby making such information readily available to employees. The employer is obliged to provide the employee with written documentation of any such information if so requested by the employee.

Section 10 **Financial Benefits**

1. Benefits constitute a form of financial performance employees are entitled to on condition of their meeting the terms of this Collective Agreement.
2. Benefits are provided in the form of work anniversary bonuses and retirement bonuses:
 - a) a work anniversary bonus is paid out an employee as a single instalment of 10,000 CZK on completing an uninterrupted period of ten years in an employment relationship,
 - b) a retirement bonus is paid out to an employee on the date of termination of an employment relationship due to retirement or due to their becoming eligible for 3rd degree disability pension. The bonus ranges from 5,000 to twice the employee's monthly average earnings at the university in the preceding calendar year, provided that the employee's employment relationship with the university lasted for at least 5 years. In order to determine the bonus amount, the total employment duration, amount of working hours and results achieved shall be taken into consideration.

3. Bonuses listed in subsection 2 are payable together with wages, i.e. in the first month following the claim.

Section 11

Leave

1. The amount of leave assigned to employees who are not academic employees (section 70, subsections 1 and 2 of the Higher Education Act) is six weeks per calendar year.
2. The employer schedules leave taking for individual employees on the basis of a schedule drawn up no later than 30 April with the consent of the relevant trade union organization, as stipulated by section 1, subsection 5. The leave taking period runs from January 1 to December 31 of each calendar year. The appropriate trade union authority shall assess the employer's proposal without undue delay, i.e. no later than 14 days from its submission. Employees may continuously update their leave taking schedules as needed throughout the year.
3. The employer may provide an employee with time off without pay even in cases not required by law. The employer may decide to do so on the basis of a written request submitted by the employee and accompanied by an opinion of his/her immediate superior. The employer's decision to grant time off without pay is subject to the agreement of the employer and employee regarding the payment of the employee's health insurance by the employee.
4. The employer may grant time off with compensatory wage to an employee in cases under Section 202 Labour Code (exercise of civic duty), where the employer is not obliged to do so under the law. In such case, the employer shall decide upon a written request of an employee, which shall be attached an opinion of the immediate superior.

Section 12

Catering Services

1. Pursuant to the provisions of Section 236 of the Labour Code, the employer shall allow employees who are in an employment relationship a corporate catering in all shifts, especially in their own canteens, or in catering establishments of other entities. The employer enables to all employees a corporate catering during the work shift.
2. Employees are entitled to a meal allowance if they meet the condition of working for at least in a 4 hours shift and if they have an employment relationship with the university concluded for at least half of the given weekly working hours (i.e. 20 hours per week). For employees in multi-shift operations, the condition of hours worked is reduced adequately. The condition of the agreed minimum working hours does not apply in the case of employees who are both employees and recipients of a retirement pension.
3. The employer provides a meal allowance in a form of a financial allowance in accordance with the Income Tax Act, namely in the amount of CZK 55.
4. If the condition laid down in paragraph 2 is met, an employee shall be entitled to a financial meal allowance for one meal for each worked shift.
5. If the given and worked length of a work shift is longer than 11 hours, an employee is entitled to another financial meal allowance, provided that the amount by which the maximum possible tax deductible contribution for a given calendar year is exceeded is subject to income tax and to employee insurance deductions.

Section 13

Social Fund

1. The social fund includes funding debited from university expenses in an amount of 1 % of the overall annual university wage costs, compensatory wage costs and remuneration for standby (i.e. all wages except for payment associated with contracts for work performed outside of employment relationships and severance pay) at an appropriate economic unit. The fund is

replenished on a monthly basis with funding debited from the expenses of an appropriate economic unit.

2. The fund shall be used primarily as a source of supplementary pension insurance or supplementary pension savings for employees. Fund contribution has been set at 2 % of the wage rate. Employees with contractual wages are subject to a contribution of 2 % of the maximum wage rate in the appropriate wage rate table as set out by the Masaryk University Internal Wage Regulations. Guidelines for allocating supplementary pension insurance contributions to employees are set out in a Masaryk University directive.
3. In addition, the balances of the funds of individual economic centres can be used for the employer's contribution to catering and for health care costs (in particular for the costs of flu and tick-borne encephalitis vaccinations, or against other diseases in the event of an epidemic, provided to employees in the facilities of the contracted occupational health service provider or in the facilities of general practitioners, subject to reimbursement of a maximum price corresponding to the cost of the vaccine from the occupational health service provider), and for the costs associated with the professional development and training of employees and, where appropriate, other activities resulting from MU's strategic plan in accordance with the collective agreement.
4. The employer shall provide employees with access to university sports facilities following previous arrangements with the operator.
5. The employer shall provide employees with preferential access to the University Club, located on the premises of the Masaryk University Rector's Office. The University Club is provided free of charge for cultural events organized by faculty clubs for former university employees.

Section 14 **Safety at Work**

1. The employer shall ensure the existence of preventive measures, arising from legal and other regulations, essential with respect to ensuring safety and health at work as well as measures aimed at preventing risks of damage to employee health, i.e. eliminating or minimizing the effect of unavoidable risks.
2. Key occupational safety and health (hereinafter referred to as "OSH") measures are defined by an internal regulation which sets out the general principles of occupational health and safety as well as preventive measures designed to prevent risks. The employer shall discuss such internal regulations with the CUC in advance.
3. The employer shall provide employees with personal protective equipment, clothing and footwear, detergents, cleaning agents and disinfectants according to a list prepared on the basis of an assessment of risk and specific work conditions. Employees tasked with visually straining activities shall be allowed a safety break every two hours throughout the entire work shift.
4. Each university employee has the right to participate in creating a safe and healthy working environment by participating in issues associated with health and safety at work; each employee also has the right to contact a direct superior employee, other senior employees or a qualified occupational health and safety worker when deficiencies and defects which could endanger the safety or health of workers are identified, in particular in the case of an imminent emergency as well as in matters associated with improving the state of OSH.
5. The employer is obliged to:
 - a) organize an OSH inspection at least once a year in collaboration with the trade union organization in an extent and character appropriate for a given workplace and subsequently ensure that any shortcomings identified are resolved in a timely manner;
 - b) verify, if so required by a given workplace, the current state of OSH at that workplace with respect to category 3 or 4 work requirements in accordance with section 37 of Act No. 258/2000 Coll., as subsequently amended;

- c) conduct training on legal and other regulations designed to ensure OSH, at least as often as established by internal regulation;
- d) provide trade union organization deputies with access to the workplace in order to inspect OSH while also respecting safety, operational and additional regulations;
- e) negotiate with an appropriate trade union organization the amount of compensation to be paid out to an employee who suffered an accident at work or who contracted an occupational disease.

Section 15

Occupational health services

1. Employees performing work included in work category 1, as stipulated by the Public Health Protection Act, whose work does not include activities, the performance of which is regulated by a legal regulation in accordance with section 60 of Act No. 373/2011 Coll. or other legislation, shall be provided by the employer with the opportunity to attend an occupational health examination conducted by the employee's registered general practitioner.
2. The employer shall reimburse any costs associated with the occupational health examination conducted by a non-contracted doctor, including costs associated with the provision of medical records upon presentation of proof of the examination and proof of payment.
3. Masaryk University employees are provided with occupational medical services by a contractual provider of occupational medical services given in the MU system.
4. Medical Faculty employees may also take advantage of occupational health services provided by occupational health service providers at faculty hospitals in Brno.

Section 16

Application and Effect

1. The agreement is provided in duplicate and signed by representatives of both contracting parties.
2. Employees shall be informed of the contents of this agreement via the Masaryk University website within three days of its signing.
3. The agreement comes into effect following its signature by both contracting parties.
4. The Agreement is effective from 1 July 2018 and is concluded for a fixed term until 30 June 2022, in accordance with Article 26(1) of the Labour Code.