

WORK RULES

Heading

Norm No. 3/2017
Valid from: 4 October 2017
Effective from: 4 October 2017
Responsible department: Human Resources and Payroll Department of the Rectorate
Binding for: all component parts of BUT
Issued by: BUT Bursar
Repealing: -
Supplementing: -
Number of pages: 12
Number of annexes: 0

TABLE OF CONTENTS

PART ONE GENERAL PROVISIONS..... 1
Article 1 Introductory Provisions and Scope 1

PART TWO EMPLOYMENT 1
Article 2 Commencement of Employment Relationship 1
Article 3 Changes in Employment Relationship 2
Article 4 Commencement of Employment 2
Article 5 End of Employment..... 3

PART THREE OBLIGATIONS OF THE EMPLOYER AND THE EMPLOYEE 3
Article 6 Obligations of Employees 3
Article 7 Obligations of Senior Employees 4
Article 8 Transferring of Job Tasks and Positions 5

PART FOUR RIGHTS AND OBLIGATIONS OF ACADEMIC STAFF AND STAFF ENGAGED IN RESEARCH AND DEVELOPMENT 5
Article 9 Rights and Obligations of Academic Staff 5
Article 10 Rights and Obligations of Staff Engaged in Research and Development..... 6

PART FIVE WORKING TIME, IMPEDIMENTS TO WORK AND ANNUAL LEAVE 6
Article 11 Duration and Use of Working Time 6
Article 12 Overtime work 7
Article 13 Impediments to Work 7
Article 14 Annual Leave 8

PART SIX SALARY 8
Article 15 Determination and Due Date of Salary 8
Article 16 Deductions from Salary 8

PART SEVEN BUSINESS TRIPS AND TRAVEL ALLOWANCES 9
Article 17 Business Trip 9
Article 18 Travel Allowances 9

PART EIGHT CARE FOR EMPLOYEES 9
Article 19 Forms of Employee Care 9
Article 20 Internal Catering Services 9
Article 21 Occupational Safety and Health Protection (OSHP) and Fire Protection (FP) 10

PART NINE DAMAGE CAUSED 11
Article 22 Prevention of Damage 11
Article 23 Employer’s Liability 11
Article 24 Employee’s Liability..... 11
Article 25 Refund Committee 12

PART TEN JOINT AND FINAL PROVISIONS 12
Article 26 Joint Provisions 12
Article 27 Final Provisions 12

PART ONE GENERAL PROVISIONS

Article 1 Introductory Provisions and Scope

1. The Work Rules are hereby issued on the basis of Section 306 of Act No. 262/2006 Coll., the Labour Code, as amended (hereinafter the “Labour Code” or “LC”), and Section 17 of Act No. 111/1998 Coll., on higher education institutions and amending and supplementing other laws (Act on Higher Education Institutions) (hereinafter the “Act”) and apply to all workplaces of Brno University of Technology (hereinafter “BUT” or the “Employer”).
2. The Work Rules are binding on the Employer and all persons in an employment relationship with the Employer. These Work Rules apply to persons working for the Employer based on an agreement on work performed outside of an employment relationship only if this follows from further provisions hereof, from the relevant agreement or from the provisions of labour-law regulations.
3. The Work Rules use the term “employee” for persons in an employment relationship with the Employer. Employees are classified as academic staff and other staff.
4. A member of the academic staff means lecturer, assistant, senior lecturer, assistant professor, professor, scientific worker, research worker and development worker participating in pedagogical activities hereinafter referred to also as “a member of the academic staff focused on science and research”. A member of the academic staff provides pedagogical, scientific, research, development and innovative, artistic, or other research activities.
5. Other staff means workers engaged in research and development (R&D), technical and economic employees (TEE), manual labourers (L) and operating and sales employees (OSE).

Worker engaged in research and development is any employee with university education who participates in the research and development activities without the obligation of direct participation in teaching. Direct participation in teaching means providing any form of teaching defined in the BUT Study and Examination Rules, as amended.
6. For the purposes of these Rules, the senior employee who is directly superior to the employee is called the “superior”.
7. Basic rights and obligations following from the labour-law relationship are stipulated in the employment contract or the agreement on works performed outside the employment relationship.

PART TWO EMPLOYMENT

Article 2 Commencement of Employment Relationship

1. An employment relationship arises strictly on the basis of a written employment contract between the Employer and an employee. Employment contract has been drawn up in two counterparts, one for the employee and one to be kept at the HR department.
2. Close persons must not be employed at such positions where they could be directly subordinate *vis-à-vis* the other person or be subject to their supervision. Close person means a direct relative, sibling or a spouse. Other persons within a family or a similar relationship are considered to be

close persons if a detriment suffered by one of them would be reasonably perceived by the other person as his or her own detriment.

3. If an employee is to become a close person *vis-à-vis* his/her direct superior during the term of the employment relationship, an organisational change must be implemented so as to avoid direct subordination between these persons, or concurrence of offices which are responsible for performance of inspection pursuant to Act No. 320/2001 Coll., on financial audits in the public administration and amending some laws, as amended. If it is not possible to arrange for such an organisational change or the situation is only temporary, the Rector may grant an exemption from this provision. In case an exemption is granted, special control procedures for approval of financial expenditures or other management procedures between the close persons must be established.
4. Job openings
 - a) for academic staff shall be filled for pursuant to “Rules of Selection Procedure for Openings for BUT Academic Staff”.
 - b) for other staff shall be filled for pursuant to Rector’s Guideline “Filling of Positions at BUT”.

Article 3

Changes in Employment Relationship

1. During the term of the employment relationship, there may be various changes to its contents (Section 40 to 47 of the LC) which may be instigated by both the Employer, or the employee. The contents of the employment contract may be changed at any time or for any reason, provided that both parties agree. The Employer is obliged to unilaterally change the contents, or may choose to do so, only in cases stipulated by the Labour Code. Change in the employment contract must be carried out in writing.

Article 4

Commencement of Employment

1. The job applicant shall submit a completed personal questionnaire together with his/her employment application. With regard to the position to be filled, the Employer may require that the applicant submit other documents and thus demonstrate that he/she is fit to properly perform the duties and requirements of the position to be filled.
2. The new employee being hired shall submit:
 - a) documents of the initial medical inspection carried out by a doctor selected by the Employer (reports on their medical fitness to perform the agreed type of work); valid identity card and foreigners shall also submit documents (permits) which are prerequisite to their employment pursuant to special regulations;
 - b) confirmation of employment;
 - c) health insurance card of the relevant insurance company where he/she is registered.
3. The employee is also obliged to:
 - a) undergo training on standards for occupational safety and health protection, fire protection, environmental protection and other standards which apply to the work performed by them;
 - b) familiarise themselves with the Work Rules, Statute, collective bargaining agreement or, if applicable, other organisational regulations and guidelines.
4. The original counterpart or the officially authenticated copy of the documents stipulated in Articles 1 and 2 must be submitted to the Employer.

Article 5
End of Employment

1. The agreement on termination of employment must specify the reasons for the termination if requested by the employee.
2. When terminating the employment, the employee is obliged to obtain their exit sheet. It shall contain continuing employee obligations toward the Employer or information that all the obligations are settled and the relevant employee shall also confirm the cancellation of his/her access rights to information networks of BUT if they are still active at the time of the employment termination. The employee can obtain the clearance certificate at the relevant HR department where the employee will also collect any and all other documents related to the employment termination.
3. Furthermore, the employee is obliged to return their employee card, all commercial and other documents, records and data recorded on data carriers, as well as all assets entrusted to them by the Employer.
4. The Employer shall issue to the employee, on his/her request, a performance assessment prepared by the department on the basis of the superior's draft. The performance assessment shall be signed by both the superior and the head of the department.
5. Procedure for transferring of job tasks or a position of the senior employee to another employee is specified in Article 8(1) to (3). A short report shall be drawn up only if it is needed in regard to the circumstances of the case. In case of a transfer of the position of a senior employee, the report shall always be drawn up.

PART THREE
OBLIGATIONS OF THE EMPLOYER AND THE EMPLOYEE

Article 6
Obligations of Employees

1. In addition to the obligations stipulated by the legal regulations, these Work Rules and the employment contract bind the employees to:
 - a) work conscientiously and properly within their knowledge and skills; keep truthful, comprehensive and accurate records necessary for their work;
 - b) follow the Employer's instructions and working procedures with which they have been acquainted;
 - c) undergo training and courses in accordance with the needs and requirements of the Employer;
 - d) promptly report any changes in personal data, including, but not limited to, marriage, divorce, birth or death of a family member, change of permanent residence, change of telephone number, circumstances which could affect income tax and sickness benefits, change of health insurance company and conscription for military service;
 - e) report any absence from work to their superior in advance. If the employee cannot do so due to serious reasons, the employee shall report his/her absence and the reason for it at the earliest convenience;
 - f) request consent of their superior prior to entering into another employment relationship or agreement to perform work at another BUT workplace;
 - g) promptly notify the superior if:

- the employee learns that the issued guideline is at variance with legal regulations or the Employer's regulations related to the work performed by the employee;
 - there is a damage or a personal injury, or risk of damage to property, environment, as well as defects which could lead to such damages or injuries;
 - there are obstacles which prevent the employee from performing the requested instruction or task properly and in due time;
- h) follow all regulations concerning hygiene, fire protection, occupational safety and health protection, protection of property and the environment. Use personal protective equipment provided by the Employer, if it is necessary due to conditions of the performed work;
 - i) keep their workplace clean and tidy and comply with the prohibition of smoking;
 - j) not to stay on the school's premises outside the working time without permission of a senior employee;
 - k) not to use equipment, means of transport and premises of the Employer for private purposes, not to take out any property of the Employer without prior consent;
 - l) submit to inspection of items that are being carried in or out of the Employer's premises as required;
 - m) on the basis of the authorised person's request, undergo testing for alcohol or other addictive substances. Authorised persons are superior employees and employees providing for occupational safety and health protection agenda;
 - n) during the temporary unfitness to work, to comply with the set regime for an insured person temporarily unfit to work, i.e. remain at the place of residence during the term of the temporary unfitness to work and comply with the time and scope of permitted outings pursuant to Sickness Insurance Act.
2. A breach of obligations specified in paragraph 1 will be considered a breach of duties arising out of the legal regulations pertaining to the work performed by the employee (hereinafter the "breach of legal duties"). When assessing the breach of legal duties, in particular if the Employer is considering whether there was a gross breach of legal duties, the Employer proceeds individually with respect to all circumstances of the case (the personality and work performance of the employee, time and place during which the breach of legal duties occurred, etc.).

Article 7

Obligations of Senior Employees

1. In addition to the obligations stipulated by the general legal regulations, this employment contract binds the senior employees to:
 - a) acquaint the employees with the guidelines and requirements related to their work, technical equipment, means, machines and devices, and provide them with necessary working tools;
 - b) secure that the workplace (computer technology) is equipped only with a software that will serve for performance of work tasks and that this software was purchased and is used in conformity with relevant commercial contracts and licence terms;
 - c) acquaint employees with regulations concerning fire protection, environmental protection, or, as the case may be, other important regulations concerned with the performed work and regularly and demonstrably inspect the compliance with these regulations;
 - d) ensure that the employees do not misuse the Employer's equipment including computer technology and information media for private purposes;
 - e) regularly assess the employees' performance.

Article 8
Transferring of Job Tasks and Positions

- (1) In case of transferring job tasks to another employee (change in work assignment, termination of employment relationship), the employee is obliged to:
 - a) inform the superior of the progress of the requested tasks and submit to him a written list of unfinished tasks with notice of important tasks and cases where there is a danger of delay;
 - b) submit to the appointed employee all important documents relating to the transferred job tasks and work as well as assets of the Employer which were entrusted to them or which are in their possession, and account the advance payments provided to them;
 - c) submit items entrusted to them by the Employer in connection with the performance of the agreed work, as well as working tools and personal protective equipment;
2. Upon a transfer of the position of the senior employee, a drawn-up record shall contain:
 - a) name, surname, position and work assignment of the transferrer and transferee;
 - b) name, surname, position and work assignment of the superior;
 - c) date of handover and takeover of the position;
 - d) information on facts stated in Article 1(a);
 - e) defects and shortcomings ascertained in the job tasks being transferred;
 - f) other data pursuant to the superior decision;
 - g) signatures of the transferrer and transferee and their superior.
3. If the job tasks being transferred are associated with material liability for entrusted assets, an inventory shall be made.

PART FOUR
RIGHTS AND OBLIGATIONS OF ACADEMIC STAFF
AND STAFF ENGAGED IN RESEARCH AND DEVELOPMENT

Article 9
Rights and Obligations of Academic Staff

1. Members of the academic staff are entitled to:
 - a) participate in the matters concerning main activity of the school;
 - b) in particular, use laboratories, offices, lecture rooms, libraries, computing centres and other technical and information equipment of the school in the interest of performance of work tasks and their professional development free of charge;
 - c) perform scientific or artistic work tasks, participate in scientific and research tasks, publish the results of their work and increase their level of expertise in other ways.
2. In addition to the obligations stipulated by the general legal regulations and Part III of the Work Rules, members of academic staff are obliged to:
 - a) perform educational activities and consistently perform scientific (artistic) tasks in their field. Relevant Annex of the Salary Rules of BUT specifies in detail the activities of the academic staff members;
 - b) perform tasks arising from participation or membership in professional or managing bodies or BUT committees;
 - c) provide other tasks related to educational or scientific activities.

Article 10
Rights and Obligations of Staff Engaged in Research and Development

1. Scientific and research staff members are entitled to:
 - a) participate in matters related to field development, scientific, professional and artistic activities;
 - b) in particular, use laboratories, offices, lecture rooms, libraries, computing centres and other technical and information equipment of the school in the interest of performance of work tasks and their professional development free of charge;
 - c) perform scientific work tasks, participate in scientific and research tasks, publish the results of their work and increase their level of expertise in other ways.
2. In addition to the obligations stipulated by the general legal regulations and Part III of the Work Rules, staff engaged in research and development are obliged to:
 - a) develop their scientific and research activities in the interest of field development and fulfilment of the BUT scientific policy;
 - b) regularly submit results of their scientific and research work for assessment to their superior and publish the results of their work;
 - c) co-operate with members of the academic staff in both in science activities and teaching;
 - d) provide other tasks related to research and development activities.

PART FIVE
WORKING TIME, IMPEDIMENTS TO WORK AND ANNUAL LEAVE

Article 11
Duration and Use of Working Time

1. Duration of working time (hereinafter the “set number of working hours”) is equal to
 - a) 40 hours per week;
 - b) 37.5 hours per week for employees with a three-shift and continuous work regime;
 - c) 38.75 hours per week for employees with a two-shift work regime;if the Employer does not negotiate shorter working time in the collective bargaining agreement.
2. The Rector, Dean, Bursar or a head of a component part within the scope of his/her competence shall decide about the schedule of working time and work regime (regular schedule of working time with fixed start of work shifts, shift operation, flexible working time, irregular schedule of working time, individual work regime), and they shall do so with regard to the needs of the workplace (operation) and character of the performed work while maintaining the duration of uninterrupted rest between shifts pursuant to the applicable provisions of the Labour Code.
3. The relevant senior employee shall also decide on the appropriate manner of recording attendance and hours of work.
4. On business days, work at BUT starts at 6:00 a.m. and ends at 10:00 p.m. Working time of the employees shall take place within this time frame, with the exception of continuous (shift) operation.
5. There is a break for lunch and rest in the duration of 30 minutes not later than after six hours of continuous work. The break is not included in the working time. The break periods at specific workplace will be determined by the competent senior employee.

6. Failing to comply with the working time may be considered an unexcused absence. (3) The Employer shall decide whether absence at work is unexcused in agreement with the relevant trade union. Unexcused absence is simultaneously breach of discipline at work and has direct influence on reducing annual leave and may result in payment of certain impediments to work.
7. Schedule of working time of academic staff members and the duration of their presence at the workplace arise from the time schedule of their teaching duties, scientific and other related tasks, and where the condition of operation allow for it, the Employer provides that the performance of stated work duties is uninterrupted and the working time are continuous. In justified cases, the relevant senior employee may allow the member of the academic staff to perform their work duties outside the agreed workplace for a temporary term. This shall apply *mutatis mutandis* to workers engaged in research and development.
8. On the basis of written request and in exceptional cases, the Employer may grant the employee unpaid time-off provided that the employee has no annual leave left. Prior to granting the unpaid leave, the Employer and the employee must execute a written agreement on full reimbursement of an amount corresponding to health insurance premiums, which the Employer is obliged to pay for the employee during the period of their time-off without compensation for salary (Section 9 of Act No. 48/1997 Coll., on public health insurance and on amending and supplementing some related laws) and they shall agree on the method of payment of this amount.

Article 12 Overtime work

1. Overtime work is ordered or approved by a superior in exceptional cases, pursuant to Section 93 of the Labour Code, and the superior is also responsible for keeping records of the overtime work performed by the employee and for complying with the limitations of overtime work stipulated by the Labour Code.
2. For employees with reduced working time, overtime work shall mean work exceeding the set working time.
3. If the employee is making up for time-off granted to him/her by the Employer on the basis of his/her request, or if the employee is making up for time-off due to unfavourable weather conditions, it is not considered overtime.

Article 13 Impediments to Work

1. The employee is obliged to ask the superior in advance for the granting of time-off due to impediment to work. If the employee was not aware of the impediment to work, he/she is obliged to notify the Employer (superior) and provide the estimated time of its duration without undue delay and not later than within 24 hours. If the employee is absent to work due to health reasons (especially unfitness to work due to sickness or injury, absence due to quarantine, caring for sick family member), the employee is obliged to notify the Employer about this fact as soon as possible.
2. The employee shall prove the impediment to work and the time of its duration in a manner established by the senior employee of the relevant workplace.
3. The conditions for the provision of time off and, if appropriate, compensation for salary on the grounds of impediments to work due to public interest are determined in Section 200 *et seq.* of the Labour Code. The conditions for the provision of time off on the grounds of personal impediments to work are stipulated in Section 191 *et seq.* of the Labour Code and in the

Government Regulation No. 590/2006 Coll., stipulating the scope and extent of other important personal impediments to work.

Article 14
Annual Leave

1. Annual leave (arising of the entitlement to leave, duration of leave, period of taking the leave and provision of compensation for salary for used leave) is stipulated by Sections 211 to 223 of the Labour Code. The employee may take annual leave only with prior written consent of the superior.
2. The basic duration of annual leave is five weeks and the annual leave for members of the academic staff is eight weeks in the calendar year.
3. Acting in agreement with the relevant trade union, the Employer may determine collective taking of leave only where this is necessary due to operational reasons.

PART SIX
SALARY

Article 15
Determination and Due Date of Salary

1. Salary and its individual components are determined by the Employer in conformity with general legal regulation, valid collective bargaining agreement and Salary Rules of BUT.
2. An employee's work on projects, science and research tasks shall be paid from the following earmarked sources of funding
 - a) within an already existing labour-law relationship; or
 - b) within another labour-law relationship if some other type of work is concerned.
3. Advances on salary shall not be paid.
4. The salary is paid by the Employer in the manner set forth by general legal regulations.
5. The employee is obliged to check his/her payroll slip and inform the salary accountant of the ascertained underpayment or overpayment.
6. On the employee's request, the salary accountant will provide information on the salary calculation method, or, as the case may be, the accountant will submit the documents for the calculation of the salary for inspection.

Article 16
Deductions from Salary

1. The Employer may only carry out unilateral deductions from salary in cases stipulated in Section 147 of the Labour Code. Other deductions from salary may be made based on an agreement on deductions from salary entered into by and between the employee and the Employer.

PART SEVEN BUSINESS TRIPS AND TRAVEL ALLOWANCES

Article 17 Business Trip

1. The Employer may send employees for a business trip for the necessary period of time only in case such condition has been agreed upon. Approval of a business trip is signed by the Rector, Dean, Bursar, Secretary, head of a component part, or, as applicable, other senior employees in the scope of written authorisation.
2. Employee who is without a spouse and takes care of a child under the age of 15 may only be sent on a business trip with their consent.

Article 18 Travel Allowances

1. During the business trip, the employee is entitled to compensation pursuant to Section 156 *et seq.* of the Labour Code and Bursar's guideline on travel allowances.

PART EIGHT CARE FOR EMPLOYEES

Article 19 Forms of Employee Care

1. Within the scope of employee care, the Employer:
 - a) provides internal healthcare
 - b) provides internal catering services;
 - c) carries out the duties in the area of the occupational safety and health protection and fire prevention;
 - d) creates conditions for recreation of employees and their family members;
 - e) contributes to their self-fulfilment, cultural and sport activities outside of work.
2. The Employer performs the stated tasks, in particular, within the frame of fulfilling the commitments set in the collective bargaining agreement.

Article 20 Internal Catering Services

1. Employees in full-time or parallel employment relationship may use the internal catering services. Employer will provide the internal catering services to the employee within their working time only if the working time of the employee exceeds at least three hours.
2. Employee can use the following types of catering establishments:
 - a) canteens of BUT. For these purposes, the employee will use an employee card issued by the relevant HR department. The card serves for the identification of the employee and also their debit card for recording and paying for the meals taken;
 - b) canteens of MU;
 - c) using meal vouchers to eat at public establishments.

3. Meals and foodstuffs bought at the BUT canteens are deducted from the salary based on agreement with the employee.

Article 21

Occupational Safety and Health Protection (OSHP) and Fire Protection (FP)

1. Senior employees are responsible for occupational safety and health protection at workplaces run by them (Section 101 to 108 of the Labour Code).
2. In the interest of occupational safety and health protection, all employees are obliged to:
 - a) to the best of their ability, care for their own safety and health, and safety and health of persons who are immediately affected by his/her actions or negligence at work, where knowledge of the basic duties following from the legal and other regulations and requirements of the Employer in securing occupational safety and health protection constitutes an integral and permanent part of the qualification requirements for employees;
 - b) to participate in training sessions organised by the Employer with focus on occupational safety and health protection, including verification of their knowledge;
 - c) to undergo medical check-ups, examinations or vaccinations stipulated by special legal regulations;
 - d) to comply with the legal and other regulations and instructions of the Employer on securing occupational safety and health protection with which they have been properly acquainted, and comply with the principles of safe conduct at the workplace and the Employer's information;
 - e) comply with the established working procedures during work, use the specified working tools, means of transportation, personal protective equipment and protective devices and not arbitrarily modify them and remove them from operation;
 - f) not to drink alcoholic beverages and not to use any other addictive substances at the Employer's workplaces and, during the working time, also outside the workplaces, not to enter the Employer's workplaces under their influence and not to smoke at workplaces and other premises where non-smokers are also exposed to the effects of smoking;
 - g) notify their superior senior employee of any shortcomings and defects at the workplace that endanger or could imminently and seriously endanger occupational safety and health protection of employees, particularly the imminent occurrence of an extraordinary event or shortcomings in organisational measures, defects or breakdowns of technical equipment and protective systems designed to prevent such events;
 - h) with respect to the type of the work performed by them, participate, according to their capabilities, in remedying any shortcomings ascertained in inspections performed by bodies that are competent to perform inspections pursuant to special legal regulations;
 - i) notify their superior senior employee without delay of an accident at work involving them, provided that their health condition so permits, and of an accident at work suffered by another employee, or injury sustained by some other natural person to which they were a witness, and to co-operate in ascertaining its causes;
 - j) based on an instruction of an authorised senior employee appointed in writing by the Employer, undergo examination as to whether or not they are under the influence of alcohol or some other addictive substances.

PART NINE DAMAGE CAUSED

Article 22 Prevention of Damage

1. Every employee is obliged to act so as to prevent damage to health and property as well as any unjustified benefit at the expense of the Employer.
2. If there is a threat of damage, an employee is obliged to notify senior employees about it, especially the superior. If intervention is promptly required for prevention of damage, an employee is be obliged to intervene. An employee is not obliged to do so if there is an important circumstance preventing the employee therefrom or if the employee would seriously endanger himself or other employees.
3. The Employer is obliged to ensure such working conditions for the employees so that the employees can properly fulfil their job tasks without a threat to health and property.

Article 23 Employer's Liability

1. The Employer's liability for damage follows from Sections 265 to 271 of the Labour Code.
2. Liability of the Employer for damage to deposited things:
 - a) the Employer is liable to an employee in an Employment relationship for damage to things that the employee deposited in the performance of working tasks or in direct connection therewith at a place intended for this purpose or at a usual place for depositing these things;
 - b) the Employer shall be liable for things that employees usually do not bring to work (larger amounts of money, jewellery and other valuables) and that the Employer did not accept into special custody, only up to the amount determined by the labour-law regulations;
 - c) the entitlement to compensation for damage shall terminate if the employee fails to notify the Employer of its arising without undue delay, not later than within 15 days of the date when the employee became aware of the damage;
 - d) the written request for compensation of the damage shall contain all circumstances decisive for objective assessment of the case, in particular:
 - description of the item that is missing, damaged or destroyed;
 - under what circumstances was the item lost, damaged or destroyed;
 - amount requested as a compensation for the damage incurred;
 - evidence which supports employee's claim and request;
 - superior's statement;
 - e) the employee addresses the claim to his/her department or superior.

Article 24 Employee's Liability

1. The employee shall be liable for the following:
 - a) any damage caused by the employee's culpable breach of their duties in performing working tasks or in direct connection therewith;
 - b) for a failure to perform the duty to avert damage;
 - c) for a loss of entrusted assets that the employee is obliged to account for on the basis of an executed agreement on liability for valuables entrusted to the employee with obligation to account for them;

- d) loss of items which the employee accepted on the basis of written confirmation or agreement on liability for loss of entrusted assets.
2. The Employer shall determine the amount of the compensation for damage and discuss the amount of compensation with the employee and notify the employee thereof within one month of ascertaining the damage and the person liable for the damage.

Article 25
Refund Committee

1. Legislation of compensation for damage is stipulated in Sections 248 to 275 of the Labour Code.
2. The Bursar establishes the Refund Committee and appoints and revokes its members and chairperson. The Refund Committee prepares the statements, proposals and underlying documents for his/her decision.
3. The Refund Committee discusses all requests, claims and information concerning damage (compensation for damage pursuant to labour-law regulations) which fall under the liability of the employee (Article 24 (1)) or the Employer (Article 23 (1)) and also damages caused by third parties. The Committee is not concerned with damages related to work injuries and occupational diseases.
4. Every employee is obliged to co-operate with the Refund Committee and provide full, accurate and true information needed for objective assessment of the case.

PART TEN
JOINT AND FINAL PROVISIONS

Article 26
Joint Provisions

1. Legal acts and decisions under the applicable provisions of the Work Rules are made by the senior employees within the scope of their competence arising from the declaration, organisational regulations and these Work Rules.
2. All of the employees must be acquainted with the Work Rules, their amendments and supplements. The Work Rules must be publicly available at workplaces and in the information system to all employees and all senior employees and relevant departments must have a copy.
3. While implementing the measures under the Work Rules, the senior employees shall respect the rights of trade-union bodies arising from general legal regulations.

Article 27
Final Provisions

1. This internal ordinance shall enter into effect on the day specified in the heading hereof.

Doc. Ing. Ladislav Janíček, Ph.D., MBA, LL.M.
Bursar