



# **COMPLETE VERSION OF BUT WAGE RULES**

**Heading**

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## **PART ONE GENERAL PROVISIONS**

### **Article 1**

1. The Wage Rules (hereinafter the “Rules”) are internal regulations of the Brno University of Technology (hereinafter the “BUT”).
2. The Rules pursuant to Act No. 262/2006 Coll., the Labour Code, as amended (hereinafter referred to as the “Labour Code” and Act No. 111/1998 Coll., on Higher Education Institutions and on the Modification and Amendment of Other Acts (the Higher Education Act), as amended (hereinafter referred to as “the Act”) regulate the method of determining
  - a) wages for employees in an employment relationship,
  - b) remuneration from agreements.
3. The Rules are based on the principles of fair remuneration, equal treatment of employees and non-discrimination.
4. The same wages or remuneration shall be paid for the same work or for work of equal value.

## **PART TWO WAGES**

### **Chapter I General Principles**

#### **Article 2**

1. The wage shall not be less than the minimum wage in accordance with the relevant provisions of the Labour Code.
2. The wage, in accordance with the relevant provisions of the Labour Code, shall not be less than the minimum level of the guaranteed wage.

### **Chapter II Composite Wage**

#### **Article 3 Wage Components**

1. The components of the composite wage include
  - a) wage rate,
  - b) performance premium,
  - c) bonus,
  - d) management premium,
  - e) function premium,
  - f) additional premiums.
2. Composite wage shall always include a component of the wage rate; other components only if they become due under these Rules.

**Article 4**  
**Employee Categories**

1. For the purpose of classifying an employee in a wage grade, the following categories of employees shall be distinguished:
  - a) an academic employee, who is a professor, associate professor, extraordinary professor, assistant professor, assistant, lecturer, and scientific, research and development staff member, performing both teaching and creative activities in an employment relationship according to the agreed type of work,
  - b) scientific, research and development staff member,
  - c) technical and economic staff member,
  - d) blue-collar staff member.
2. The type of work agreed in the employment contract shall be decisive for the classification of an employee into one of the categories referred to in subArticle 1. The type of work is specified by the job description, which is unilaterally determined in writing by the employee's direct supervisor.

**Article 5**  
**Wage Grade Classification**

1. For the classification of an employee in a wage grade, the following shall be decisive:
  - a) the type of work agreed in the employment contract,
  - b) a job description corresponding to the activities defined in the Job Catalogue,
  - c) fulfilment of the educational requirement in the case of the category of academic employees referred to in Article 4, subArticle1, letter a),
  - d) fulfilment of the educational requirement in the case of the category of scientific, research and development staff members who are not academic employees as referred to in Article 4, subArticle 1, letter b).
2. The Job Catalogue is included in Annex No. 1. to these Rules.
3. The wage grades are set out in Annex No. 1.
4. Classification into a wage grade is proposed by the direct supervisor upon the establishment of an employment relationship or its modification. After obtaining opinions from all other supervisors in the direct line, the proposal is approved by the dean at the faculty, the director at the university institute, and the Rector elsewhere.
5. In justified cases, an academic, scientific, research and development staff member who does not meet the required qualifications according to the Job Catalogue may exceptionally be placed in the A1 or A2 wage grade. Such an exception is proposed by the direct supervisor and after obtaining opinions from all other supervisors in the direct line it is approved by the dean at the faculty, the director at the university institute, and the Rector elsewhere.
6. Higher than the expected level of education shall not be considered for the purposes of classification in wage grades.

**Article 6**  
**Wage Rate**

1. Employees shall be paid at the rate of the wage grade to which they are assigned.
2. The amount of the monthly wage rate for a fixed weekly working time within the meaning of the relevant provisions of the Labour Code is set out in Annex No. 1.

**Article 7**  
**Performance Premium**

1. Performance premium is a non-statutory wage component which may be granted to an employee in particular for
  - a) good long-term performance,
  - b) high-quality performance of a larger scope of work tasks,
  - c) long-term reliable performance,
  - d) publication activity,
  - e) activities for the BUT (involvement in self-government bodies, participation in creative work and project teams, etc.).
2. The proposal for granting, determining the amount of, or modifying or revoking performance premium is made directly by the direct supervisor, and after obtaining opinions of all other supervisors in the direct line, it is approved by the dean at the faculty, the director at the university institute, and the Rector elsewhere. The proposal shall be justified by the direct supervisor on the basis of the employee's assessment under subArticle 1.

**Article 8**  
**General Provisions on Bonuses**

A bonus is a non-statutory wage component which may be awarded to an employee after the following conditions are met.

**Article 9**  
**Extraordinary Bonus**

1. An extraordinary bonus may be awarded to an employee in particular for
  - a) exceptional work performance,
  - b) a significant contribution to the BUT or its unit,
  - c) providing assistance in emergencies in which life, health or property of the BUT may be endangered.
2. The proposal for award and the amount of the extraordinary bonus is made by the direct supervisor and after obtaining opinions of all other supervisors in the direct line, it is approved by the dean at the faculty, the director at the university institute, and the Rector elsewhere. The proposal shall be justified by the direct supervisor in accordance with subArticle 1.

**Article 10**  
**Performance Bonus**

1. A performance bonus may be granted if an employee has performed the assigned work tasks productively, qualitatively and reliably in the previous time period, usually the past quarter.
2. The proposal for the award and the amount of the performance bonus is proposed by the employee's direct supervisor and after obtaining opinions of all other supervisors in the direct line, it is approved by the dean at the faculty, the director at university institute, and the Rector elsewhere. The proposal shall be justified by the direct supervisor on the basis of the employee's assessment under subArticle 1.

**Article 11**  
**Jubilee Bonus**

1. A jubilee bonus shall be awarded to an employee on
  - a) reaching the age of 50,
  - b) reaching the age of 60,
  - c) the first termination of employment due to retirement or invalidity.
2. The amount of the jubilee bonus considers the duration of the employee's employment at the BUT.
3. The awarding of the jubilee bonus is proposed by the direct supervisor and approved by the dean at the faculty, the director at the university institute, and the Rector elsewhere, after obtaining opinions of all other supervisors in the direct line.

**Article 12**  
**Share Bonus**

1. A share bonus may be awarded by the Rector
  - a) to the Rector,
  - b) to a vice-rector,
  - c) to a bursar,
  - d) to a dean,
  - e) to a director of a unit other than a faculty,
  - f) to a chief financial officer of a faculty,
  - g) to a chief financial officer of a unit other than a faculty.
2. Employees referred to in subArticle 1, letters a) to c) may be paid a share bonus if the BUT achieved a positive economic result after tax in the previous calendar year. In the case of awarding the bonus to the Rector, the vice-rector authorised by the Rector acts on behalf of the BUT.
3. Employees referred to in subArticle 1, letters d) and f) may be paid a share bonus if the BUT and the faculty achieved a positive economic result after tax in the previous calendar year.
4. Employees referred to in subArticle 1, letters e) and g) may be paid a share bonus if the BUT and another unit achieved a positive economic result after tax in the previous calendar year.
5. The maximum amount of the share bonus is 1/12 of the annual wage earned by the relevant employee in the previous calendar year.
6. The share bonus is paid once a year at the earliest pay date following the publication of the annual financial report.

**Article 13**  
**Premium Bonus**

1. A premium bonus may be awarded by the Rector
  - a) to a vice-rector,
  - b) to a bursar,
  - c) to a dean,
  - d) to a director of a unit other than a faculty.
2. Employees referred to in subArticle 1 may be awarded a premium bonus in the event of proper fulfilment of the University's strategic objectives and at the same time on the basis of their exceptional performance or contribution to the fulfilment of those strategic objectives.

3. The amount of the annual premium bonus shall not be more than twice the monthly wage of the employee concerned, as set out in the wage statement or agreed in the individual wage contract.
4. The premium bonus is typically awarded in one lump sum after evaluating the achievement of goals as of 31 December of the given calendar year.
5. In the case of interim evaluation of the achievement of goals, the premium bonus may be awarded for each half-year separately, i.e. as at 30 June of the given calendar year and at 31 December of the given calendar year, provided that the amount of each bonus so awarded shall not exceed ½ of the amount of the annual premium bonus referred to in subArticle 3.

#### **Article 14 Management Premium**

1. The management premium is granted to managerial employees.
2. A managerial employee is an employee who, at any organisational level, is authorised to determine and assign work tasks to subordinate employees, to direct and control their work and to give them binding instructions to that effect.
3. The proposal for award and the amount of the management premium, its modification or withdrawal, is made by the direct supervisor and after obtaining opinions of all other supervisors in the direct line, it is approved by the dean at the faculty, the director at the university institute, and the Rector elsewhere. The proposal shall be justified by the direct supervisor.
4. Should more than one management premium be payable, only the highest one shall be granted.
5. The detailed conditions for granting the management premium are set out in Annex No. 2.

#### **Article 15 Function Premium**

1. A function premium is granted to
  - a) a chairperson of an academic senate,
  - b) a member of an academic senate,
  - c) a guarantor of a study programme,
  - d) to a vice-rector,
  - e) a vice-dean,
  - f) a project investigator, i.e. an employee entrusted with a time and subject-specific work task in the field of research and development in the case where such a task includes, among other things, the management or coordination of the research team, provided that the granting of such a premium is made possible by the conditions of the provider of the special-purpose support from which the specific project is financed or co-financed.
2. The granting and amount of the function premium or its modification or withdrawal shall be proposed to
  - a) the chairperson of the academic senate and the member of the academic senate by the Rector or the dean, depending on which senate chairperson or member is involved,
  - b) the study programme guarantor by the Rector or dean, depending on who appointed the study programme guarantor,
  - c) the vice-rector by the Rector,
  - d) the vice-dean by the dean,
  - e) the project investigator by the Rector or dean, depending on who appointed the project

investigator.

3. Except as hereinafter expressly provided in this Article, an employee is entitled to a function premium for each function he/she performs under subArticle 1.
4. The chairperson of the academic senate is entitled to only one premium for the performance of the function of the chairperson and member of the academic senate under subArticle 1, letter a) and b).
5. The detailed conditions for the granting of the function premium are set out in Annex No. 3.

#### **Article 16**

##### **Premium for Representation of a Senior Employee**

1. Employees who temporarily assume the responsibilities of a higher management level senior employee in their entirety for a period exceeding four weeks, and such substitution is not part of their contractual obligations, are entitled to a premium from the first day of substitution. The premium shall be determined within the range set for management premiums applicable to the substituted senior employee.
2. During the period in which an employee receives the premium for representation of a senior employee under this Article, they shall not be entitled to a management premium.

#### **Article 17**

##### **Wage or Time off for Work**

For overtime work, employees are entitled to the wage earned and a premium of 25% of the average earnings. If the overtime work falls on uninterrupted rest days during the week, the premium is of 50% of the average earnings, unless the employer and the employee have agreed to provide compensatory time off in lieu of the premium.

#### **Article 18**

##### **Wage for Night Work**

Employee are entitled to the earned wage and a 10% premium of the average hourly earnings for night work.

#### **Article 19**

##### **Wage for Weekend Work**

Employees are entitled to the earned wage and a 25% premium of the average hourly earnings for work performed on Saturdays and Sundays.

#### **Article 20**

##### **Occupational Health and Safety Premium**

Employees working in a difficult working environment are entitled to the wage they have earned during that time (hereinafter the "earned wage") and a premium equal to 15% of the basic rate of the minimum wage per hour worked in that environment.

**Article 21**  
**Shift Premium**

1. Employees whose working hours are scheduled by the employer in morning, afternoon, or night shifts in a two-shift, three-shift, or continuous operation are provided a monthly premium ranging from CZK 500 to CZK 1,000.
2. The granting and amount of the shift premium or any changes to it shall be proposed by the employee's direct supervisor and approved by the dean at the faculty, the director at the university institute or the Rector elsewhere, after obtaining opinions of all other supervisors in the direct line. The proposal shall be justified by the direct supervisor; he/she shall consider the conditions of work such as the working environment and the length of shifts.

**Article 22**  
**Split Shift Premium**

1. Employees working split shifts divided into two or more parts are provided a premium of CZK 20 for each split shift.
2. A split shift, for the purposes of providing the premium, shall be defined as a shift in which the continuous interruption of work or the aggregate thereof amounts to at least two hours.

**Article 23**  
**Wage, Time off or Compensatory Pay for Work on Public Holidays**

1. For work performed on public holidays, employees are entitled to the earned wage and compensatory time off equal to the hours worked on the holiday, which the employer shall provide no later than the end of the third calendar month following the holiday work. During the period of taking compensatory time off, employees are entitled to the wage compensation equal to the average earnings.
2. The BUT may agree with an employee on providing a premium to the earned wages, which must be at least equal to the average earnings, in lieu of the compensatory time off.
3. Employees who did not work due to a public holiday falling on their regular working day are entitled to compensation of their average earnings or a portion thereof for the wage or part of the wage that was lost as a result of the holiday.

**Article 24**  
**Wage during Creative Leave**

Academic employees are entitled to receive their regular wage during creative leave, based on

- a) the wage rate and the performance premium determined by the wage statement,
- b) as well as the individually-agreed wages.

**Article 25**  
**Wage Statement**

1. The composite wage is determined by the wage statement.
2. The wage statement always includes the wage rate component and other components of the composite wage to which employees are entitled, with the exception of bonuses and other premiums.

**Chapter III**  
**Individual Contractual Wage**

**Article 26**

1. An individual contractual wage is agreed upon through an agreement.
2. The individual wage contract is concluded, in the case of an employee classified under an employment contract at
  - a) a faculty, except for a dean, by the dean,
  - b) at the university institute, except for a director, by the director,
  - c) and elsewhere by the Rector.
3. The individual wage contract may be concluded with a senior employee or with an employee who performs exceptionally well, particularly in the fields of education or creative work.
4. The individual wage contract replaces the wage statement and includes the composite wage components, excluding bonuses that may be provided separately.

**Chapter IV**  
**Average Earnings**

**Article 27**

The method of calculating average earnings is determined by collective agreement.

**PART THREE**  
**REMUNERATION FROM AGREEMENTS**

**Article 28**

1. The agreement refers to an agreement to complete a job or an agreement to perform work.
2. Remuneration from the agreement must not be less than the minimum wage.
3. Remuneration from the agreement shall be determined by the person authorised to conclude the agreement in such a way that its amount does not manifestly deviate from the wage rates laid down in these Rules.

**PART FOUR**  
**PAYMENT OF WAGES AND REMUNERATION FROM AGREEMENTS**

**Article 29**

1. Wages shall be payable in the calendar month following the month in which the employee's entitlement to wages accrues, on the pay dates agreed in the collective agreement.
2. The remuneration from agreements shall be payable on the same dates as wages.

## **PART FIVE TEMPORARY PROVISIONS**

### **Article 30**

1. Employees who are scientific and research employees and are not academic employees and are currently classified in wage grades A1 to A5 shall be classified into one of the wage grades V1 to V5 with the effectiveness of these Rules.
2. Upon agreement with current employees, research employees who are currently classified as technical administrators may also be classified into wage grades V1 to V3, without a selection procedure, no later than one year from the effectiveness of these Rules.

## **PART SIX FINAL PROVISIONS**

### **Article 31**

1. The BUT Internal Wage Rules registered with the Ministry of Education, Youth and Sports on 24 September 2020 under Ref. No. MSMT – 38006/2020 – 1 are hereby repealed.
2. These Wage Rules of the Brno University of Technology were negotiated with the Coordination Trade Union Council of BUT on 18 August 2020.
3. These Wage Rules of the Brno University of Technology were approved in accordance with Article 9(1)(b) of Act No. 111/1998 Coll., on Higher Education Institutions and on the Modification and Amendment of Other Acts (the Higher Education Act), by the Academic Senate of the Brno University of Technology on 26 June 2020.
4. These Wage Rules of the Brno University of Technology shall enter into force pursuant to Article 36 (4) of the Higher Education Act on the day of registration with the Ministry of Education, Youth and Sports.
5. These Wage Rules of Brno University of Technology shall enter into effect on 1 October 2020.

The following form a part of these Wage Rules:

- Annex No. 1 – Wage grades and wage rates including the Job Catalogue (Article 5)
- Annex No. 2 – Further conditions for granting the management premium (Article 14, subArticle 6)
- Annex No. 3 – Further conditions for granting the function premium (Article 15, subArticle 5)