

# **COLLECTIVE (BARGAINING) AGREEMENT**

concluded between

**Brno University of Technology,  
represented by doc. Ing. Ladislav Janíček, Ph.D., MBA, LL.M, the Rector**

and

**Employees of Brno University of Technology,  
represented by the Coordination Trade Union Council**

Pursuant to the provisions of Act No 2/1991 Sb., on Collective Bargaining, as amended, and Act No 262/2006 Sb., the Labour Code, as amended (hereinafter referred to as the “Labour Code”)

## **the Contracting Parties**

Brno University of Technology (hereinafter referred to as “Employer” or “BUT”),  
represented by the Rector, doc. Ing. Ladislav Janíček, Ph.D., MBA, LL.M,

and

the Coordination Trade Union Council of Brno University of Technology (hereinafter referred to as the “CTUC”) representing the Faculty Trade Union Organisation of the Faculty of Civil Engineering and the basic trade union organisations of the University Trade Union of the Faculty of Mechanical Engineering, Faculty of Electrical Engineering and Communication, Faculty of Information Technology, Faculty of Business and Management, Faculty of Chemistry, Faculty of Fine Arts, Institute of Forensic Engineering, Halls of Residence and Dining Services, Rector's Office and also the following units where no trade union organisation is active, i.e. the Faculty of Architecture, Centre for Sports Activities, Central European Institute of Technology (CEITEC), Centre for Information Services, Czech Semiconductor Centre, VUTIAM Press and Central Library.

**conclude this Collective Agreement:**

## **Part I**

### **Introductory Provisions**

#### **Article 1**

#### **Subject of the Collective Agreement**

The Collective Agreement regulates, in accordance with Act No. 2/1991 Sb., on Collective Bargaining, the individual and collective relations between the Employer and employees and the rights and obligations of the Contracting Parties.

## **Article 2**

### **Binding Character of the Collective Agreement**

1. The Collective Agreement is binding on both Contracting Parties and all employees of the Employer. Wage and other employment rights regulated by the Collective Agreement cannot be determined by the Employer or negotiated differently between the Employer and the employee.

2. The provisions of this Collective Agreement are binding on collective agreements concluded by the Employer's management staff who are authorised under the Act on Higher Education Institutions, the Statutes or the Rector's decision to act for BUT in labour matters, and the relevant trade union organisations.

## **Part II**

### **Cooperation of the Contracting Parties**

## **Article 3**

### **Joint Commitments**

The Contracting Parties undertake:

- a) not to discriminate against employees on the grounds of race, ethnic origin, nationality, gender, sexual orientation, age, disability, religion, belief or world view, and membership or office in a trade union; the exercise of rights and obligations arising from labour relations and this Collective Agreement shall be in accordance with good morals;
- b) to develop mutually correct relations in order to ensure social peace;
- c) to inform each other of forthcoming measures and plans affecting the interests of the other Party to this contractual relationship, including information on opinions on forthcoming internal regulations and internal standards relating to labour relations.

## **Article 4**

### **Obligations of the Employer**

The Employer undertakes:

- a) to respect the right of free trade union association of employees;
- b) to provide, according to the space available, office space with the necessary equipment for the necessary operational activities of the trade unions, and to ensure the maintenance and operability of the necessary telecommunication media; office space shall be provided on the basis of written agreements on the use of office space and equipment;
- c) to ensure the payment of membership fees of an employee who is a member of a trade union by means of deduction from wages, if the employee agrees to this, and to deduct from the tax base the membership fees paid to the trade union on the basis of the employee's request, to the extent provided for by the legislation; deduction from other income within the meaning of Section 145 of the Labour Code shall also be considered as deduction from wages;

- d) to enable trade unions, within the scope of their competence, to monitor compliance with labour, occupational health and safety regulations and employment regulations and the obligations arising from this Collective Agreement;
- e) to allow the designated representative of the CTUC to discuss in the Rector's Council those matters in which the CTUC has an interest;
- f) to allow the participation of a CTUC representative in committees preparing major organisational changes and changes to the remuneration system;
- g) to respect the right of the CTUC for information, consultation or co-decision making (Articles 6 to 8) on matters of a school-wide nature.

## **Article 5**

### **Obligations of Trade Unions**

1. Trade union members shall maintain confidentiality of facts of which they become aware in the performance of their duties, insofar as a breach of confidentiality could lead to a breach of business secrets or the unauthorised handling of confidential information. This obligation shall continue for a period of one year after the end of the term of office, unless a special regulation provides otherwise.

2. CTUC undertakes:

- a) to respect the Employer's operational needs, protect the Employer's reputation in the workplace and in public,
- b) to allow the Employer (dedicated employees) to discuss those matters at the CTUC meeting in which the Employer has an interest.
- c) to inform immediately the Employer in writing of any changes in the current composition of its members (full list of names).

## **Article 6**

### **The Right of Joint Decision-Making**

1. Joint decision-making means a relationship between the Employer and the relevant trade union where the prior consent of or agreement with the trade union is required for the Employer to take a particular legal action or other measure.

2. The CTUC co-determines the issuance of and amendments to the Work Rules (Section 306(4) of the Labour Code).

3. The relevant trade union co-decides with the Employer in the following cases:

- a) the determination of collective leave if necessary for operational reasons, up to a maximum of two weeks (Section 220 of the Labour Code);
- b) the Employer's notice or immediate termination of an employment relationship of members of a trade union body which is active in the Employer (Section 61(2) of the Labour Code). The competent trade union body is considered to be the one that is authorised to act in legal relations on behalf of the trade union concerned.

## **Article 7**

### **Right to Consultation (Cooperation)**

1. Consultation means those forms of negotiations between the Employer and the relevant trade union organisation in which both Parties discuss individual issues in advance within a reasonable period of time (usually fifteen days), exchange documents, opinions and consult their positions in order to reach a consensus (Sections 280 and 287(2) of the Labour Code). The Employer shall take the trade union's opinion into account to the extent possible.

2. Measures concerning a larger number of employees which the Employer discusses with the trade union within the meaning of Section 287(2)(g) of the Labour Code are those which refer to at least ten employees or all employees of a particular workplace (unit).

## **Article 8**

### **Right to Information**

1. One Party shall inform the other Party in person or in writing. In the event that one of the Parties requests a supplement or clarification of the information submitted in writing, the other Party is obliged to comply with this request.

2. The Employer shall provide the following information to the relevant trade union (Sections 279 and 287(1) of the Labour Code), i.e. in particular:

- a) on employment relationships concluded and terminated during the previous quarter, divided by calendar months,
- b) on wage developments over the past year,
- c) on the implementation of the personnel and social policy for the past six months and on plans and solutions for the next six months,
- d) a report on the financial results for the past year,
- e) on forthcoming organisational changes or rationalisation measures that will result in redundancies, usually three months before they take place,
- f) on occupational safety and health protection at work in the scope laid down in Sections 101 to 106(1) and 108 of the Labour Code.

The Employer shall provide the CTUC with the information under Letter (b) to (f) for entire BUT.

3. The Employer shall invite authorised trade union representatives to management meetings where justified.

4. The relevant trade union shall provide the Employer with information on the trade union bodies (full list of names) that have the right to decide jointly with the Employer and also whenever there is a change in their composition.

## **Part III**

### **Working Conditions**

#### **Article 9**

##### **Establishment, Changes and Termination of the Employment Relationship**

1. The creation, modification and termination of the employment relationship are regulated by Sections 30 to 73a of the Labour Code.

2. If notice of termination of employment has been given, then the employment relationship comes to an end upon the expiry of the notice period. The length and commencement of the notice period are governed by the provisions of the Labour Code. 3. Both Contracting Parties agree that optimisation of the number of employees or the professional composition of the employees will always be approached in a considered manner and that changes will be discussed with the relevant trade union in due time.

4. Due to the special nature of the work at a public university and for operational reasons, the categories of employees referred to in Paragraph 6 of this Article need not be subject to the procedure laid down in Section 39(2) of the Labour Code when concluding and extending fixed-term employment.

5. The special nature of the work at the university and the operational reasons are that:

- a) pedagogical, scientific and research activities, including the related administrative work, which are paid for in the form of projects, from subsidy, non-subsidy and earmarked funds, usually have a fixed term for solution and a limited number of jobs, mostly limited by the providers of these projects;
- b) the operation of the school is significantly influenced by the seasonal character and rhythm of the academic year with different needs for work during the year.

6. The restriction on fixed-term employment relationships (Section 39(2) of the Labour Code) does not apply to the employment relationships of employees who:

- a) work on a specific scientific or research project within the scope of the workload (part-time) agreed in the employment contract; the scientific or research project has a fixed (limited) duration and its ongoing funding is dependent on regular evaluation of the results of the scientific or research project;
- b) perform work which is seasonal, i.e. dependent on the heating season, the operation of accommodation and catering facilities during the academic year or the operation of sports facilities during the summer period;
- c) represent employees on long-term incapacity for work or on maternity and parental leave or in the performance of a public office (Section 201 of the Labour Code);
- d) are students in an accredited study programme, the agreed work activities are of a technical or technical-research nature related to the implementation of their study programme, research activity or thesis and limited to the period of the academic year or the period of teaching in the academic year.

7. For the employees referred to in Paragraph 6, an employment relationship agreed for a fixed period may be repeated or extended more than once. The duration of a fixed-term employment relationship is usually agreed for the period of the need to perform the activity in question. For the employees referred to in Paragraph 6(a) and (d), the fixed term shall not exceed 5 years from the last change. For employees replacing those on maternity, paternity or parental leave, and on leave pursuant to Section 217(5) of the Labour Code (leave taken immediately after maternity leave), the fixed-term employment relationship may be agreed without limitation on the number of renewals. However, the total duration of such fixed-term employment relationships shall not exceed 9 years.

8. The Employer shall discuss with an employee who has a fixed-term employment relationship no later than two months before the date for which the employment relationship was concluded the intention to extend (or not to extend) that employment relationship.

9. The Employer shall inform the employees of an offer of vacancies for an indefinite period (open-end employment) which would be suitable for employee currently employed for a fixed term.

10. If an employee referred to in Paragraph 6 of this Article, with whom the employment relationship at BUT has been repeatedly extended for a fixed period of time more than three times, expresses an interest in moving to a position with the possibility of negotiating an indefinite period of time that corresponds to their qualifications, the Employer shall comply with their request, if the Employer's operating conditions allow it.

## **Article 10 Working Hours**

1. The working hours and their scheduling are regulated in Sections 78 to 100 of the Labour Code, in the BUT Work Rules, in the Employer's internal ordinance on working hours and for academic staff in accordance with the provisions of Section 70a of Act No 111/1998 Sb., on Higher Education Institutions, as amended.

Normal weekly working hours:

- a) 40 hours a week;
- b) employees who are on a two-shift pattern (schedule) of work shall be 38.75 hours per week;
- c) employees who are on a multi-shift or continuous pattern (schedule) of work shall be 37.5 hours per week.

2. Flexible working hours are applied in accordance with Section 85 of the Labour Code, within the balancing period of one calendar month.

3. Unless serious operational reasons prevent it, the Employer may agree shorter working hours with the employee.

4. Where working hours are scheduled unevenly, the average weekly working hours, without overtime work, for a maximum period of 52 consecutive weeks, may not exceed the weekly working hours laid down by law.

## **Article 11**

### **Overtime, Night Work and Standby**

1. The total amount of overtime work for a calendar year and its development over this period shall be discussed by the Employer with the relevant trade union organisations.

2. Overtime work may be performed only exceptionally. For serious operational reasons, overtime work may be ordered even for continuous rest periods between two shifts, or even for rest days for:

- a) urgent repairs,
- b) inventory-taking and closing of the accounts,
- c) work in continuous operations performed instead of another employee who failed to come to work on a certain shift,
- d) work to avert imminent danger to life and health, fires, natural disasters and other emergencies.

Overtime work immediately following an eight-hour night shift may be ordered by the Employer on an exceptional basis, up to a maximum of four hours.

3. A total scope of overtime work may not exceed on average 8 hours per week calculated over a period of 52 consecutive calendar days (balancing period). For the purposes of compliance with a total scope of overtime work, the following shall be evaluated:

- a) the length of the employee's employment relationship in a calendar year if the employment relationship lasted for part of the year,
- b) a period of 52 weeks starting from 1 January if their employment relationship lasted for a calendar year.

However, the total amount of overtime worked by employees performing hazardous work activities may not exceed 150 hours in a calendar year.

4. Compliance with overtime work limits for individuals and proper record-keeping of overtime work are the responsibility of the respective managerial employees within their scope of authority.

5. Night work is work performed between 10.00 p.m. and 06.00 a.m. The Employer shall:

- a) ensure that a night worker is examined by a medical doctor concerned with occupational health:
  - before the employee (worker) is placed to do night work;
  - regularly as required, however at least once in two years;
  - at any time when a night worker asks for a medical examination (check-up).
- b) arrange for night workers adequate services, especially the possibility of refreshments;
- c) ensure that the workplace is equipped with first aid facilities, including means to call emergency medical assistance;
- d) observe that night work is not performed by:
  - pregnant women and mothers up to the end of the ninth month after childbirth;
  - employees who have been declared medically unfit for the job;
  - minors, unless it is vocational training for older 16 years not exceeding one hour of night work.



6. Standby (the period during which an employee is available for work) may only be performed outside the employee's workplace and by written agreement with the employee. Employees are entitled to remuneration for the period of standby, employees are entitled to wage for work performed during standby, and work performed during standby exceeding prescribed weekly working hours is considered overtime work.

## **Article 12**

### **Leave**

1. Annual leave is regulated by the Labour Code (Section 211 to 223 of the Labour Code) and the BUT Work Rules. The extent of annual leave for a calendar year is determined as follows:

- a) 8 weeks for academic staff members and
- b) 6 weeks for other employees.

## **Article 13**

### **Obstacles to Work**

1. The conditions for the granting time off and compensatory wage for obstacles to work on the part of the employee are laid down in the BUT Work Rules and in Sections 191 to 206 of the Labour Code. The scope and extent of other important personal obstacles at work for which an employee is granted time off or time off with compensatory wage is set out in Government Regulation No 590/2006 Sb.

2. The conditions for granting time off and possible compensatory wage for obstacles to work on the part of the Employer are laid down in Sections 207 to 210 of the Labour Code.

3. The employee is obliged to request the Employer to grant time off if the obstacle is known in advance, otherwise without undue delay. The employee shall prove an obstacle to work on their part to the Employer.

4. The Employer shall provide the employee with wage compensation in the amount of the average earnings for the period specified under Section 203a(4) of the Labour Code, i.e. for a number of hours of time off corresponding to the length of the employee's regular or reduced weekly working hours.

## **Article 14**

### **Compensation for Occupational Injuries and Diseases**

1. The Employer's liability for damage caused by occupational injuries and diseases is regulated by Section 269 to 271u of the Labour Code. Without undue delay, the Employer shall consult the manner and the amount of compensation with the trade union organisation and the employee.

2. Compensation for a loss of earnings and compensation for the maintenance of survivors on a regular monthly basis, unless another method of payment has been agreed. In accordance with the Employer's insurance policy in force, the Employer shall provide the different types of compensation through the insurance institute.



3. Compensation for the survivors of an employee who dies as a consequence of an occupational injury or disease shall be provided in accordance with the provisions of Sections 271h to 271j of the Labour Code.

### **Article 15**

#### **Trade Union Functions**

1. The Employer shall grant time off with compensatory wage to exercise office of a member of a trade union body (chairman of a trade union, member of a trade union committee or member of a higher trade union body) and to representatives of a trade union who attend a trade union congress as elected representatives.

2. For other members of the trade union who attend trade union meetings or conferences, the Employer shall grant time off without compensatory wage with the option of working it off.

3. The Employer shall grant time off with compensatory wage to members of the trade union to attend training courses organised by the trade union for 5 days per calendar year, unless serious operational reasons prevent it.

4. The granting of time off from work under the preceding paragraphs shall be subject to the employee requesting the Employer to be released from work in good time, or notifying the Employer without undue delay if the obstacle to work is known to the employee in advance and proving the obstacle to work.

### **Article 16**

#### **Complaints and Comments**

1. Complaints and comments can be submitted by work collectives and employees through trade unions and head employees. Head employees are obliged to respond to complaints and comments without undue delay. The employee must receive a written response to any written complaint within thirty days.

2. Disputes between the employee and the Employer arising from labour relations are decided only by a court.

## **Part IV**

### **Care of Employees**

#### **Article 17**

##### **Healthcare**

1. The Employer shall provide occupational health care (company preventive care) for employees through a physician contracted to perform these activities.

2. The Employer's obligations in the area of occupational health care of employees are laid down by applicable legislation and, in the case of employees performing hazardous work, also by decisions of the public health authority.

3. The costs of ensuring occupational safety and health protection shall be borne by the Employer; these costs may not be transferred, directly or indirectly, to employees. The Employer shall bear the costs of medical check-ups of employees under Paragraph 2.

## **Article 18**

### **Social Fund, Employee Recreation**

1. The Employer establishes a social fund. The use of the social fund is governed by an internal standard to be discussed by the Employer with the CTUC.

2. The capacity of the recreation and training centres, if not used for student training, will be preferably used for employees' recreational stays. The use of the resort's capacity and the price for accommodation will be discussed in the CTUC for the respective calendar year.

3. The Employer shall allow the use of the BUT's sports facilities for the recreational needs of employees through:

- a) the Centre of sports activities;
- b) university trade union activities;

while respecting the needs of teaching and the operating mode of individual sports facilities.

4. The Employer shall provide a bus for the participation of trade unions in sporting and cultural events, subject to reimbursement of the costs incurred.

## **Article 19**

### **Dining services**

The Employer shall:

1. Enable employees in an employment relationship to eat in BUT canteens (own facilities) or provide a meal allowance in the form of a monetary contribution. All BUT employees shall be allowed to eat during their work shift (Section 78(1)(c) of the Labour Code) if they meet the condition of work performance, i.e. working the work shift.

2. Provide employees with:

- a) meals in its own catering facilities and reimbursing the operating costs of the catering facility, excluding the cost of food; or
- b) a monetary contribution of up to 70% of the meal allowance specified for employees under Section 6(7)(a) of the Income Tax Act for business trips lasting five to twelve hours. The exact amount of the monetary contribution shall be determined by a decision.

Meals provided through other establishments operating within the Employer's facilities are also considered meals in the Employer's own facilities. The employee may choose the type of meal by collecting the meal through the employee's card at the Employer's own catering facility or by being provided with a meal allowance in the form of a monetary contribution. Only one type of main meal may be provided per day.

Allow employees to take the number of main meals corresponding to the number of shifts worked. For these purposes, a shift is considered a working shift if an employee works at least 3 hours during that shift. If an employee has more than one employment relationship at BUT, then the working hours of shifts on the relevant day are added together for these purposes. If the sum of the hours for all the employee's shifts on a given day exceeds 11 hours, then the Employer shall provide the employee with a meal contribution for that day, multiplied by a coefficient calculated by dividing the hours worked by one-fifth of the full-time weekly workload applicable to that shift.

4. Reimburse the meals collected using a card of the employees who have signed a payroll deduction agreement or an offset agreement.

## **Article 20**

### **Educational activity**

1. The Employer shall, within the operational possibilities, enable employees to upgrade their qualifications.

Upgrading the level of qualification also means acquiring or extending it. If this upgrade of qualification is in accordance with the Employer's needs, the Employer shall grant the employee time off with compensatory wage on the basis of an agreement on the upgrade of qualification (Sections 234 and 235 of the Labour Code). In the case of a qualification upgrade in the interest of the employee, the Employer shall grant the employee time off without compensatory wage within the operational possibilities.

2. The Employer shall allow employees to improve their qualifications for the performance of the work agreed in the employment contract by participating in training and courses. The Employer is entitled to require the employee to attend such courses, and such attendance shall be deemed to be performance of work. Improving qualification also means its updating, maintaining and refreshing. Participation in other courses and training which cannot be considered as improvement of qualification is in the interest of the employee and the Employer shall allow the employee to participate in such courses and training by granting leave or time off, unless operational reasons prevent the employee from doing so.

3. The Employer will actively support the extension of employees' language skills. Details, in particular the method of payment of the course price and the Employer's contribution, are set out in the collective agreements of the BUT units.

## **Part V**

### **Occupational Safety and Health**

#### **Article 21**

1. The Employer's obligations, the rights and duties of employees and the participation of trade unions in occupational safety and health are determined by the Labour Code (Sections 101 to 108) and other legal regulations to ensure occupational safety and health.

2. The Employer will create working conditions that ensure that employees can perform their work safely in a working environment that meets the requirements of applicable legal regulations.

3. Smoking shall be prohibited in the Employer's workplaces where this is stipulated by specific regulations and in workplaces where at least one non-smoker is employed. The Employer may impose a ban on smoking in all areas of the relevant school unit.

4. The Employer shall provide, free of charge, personal protective equipment, washing, cleaning and disinfecting agents to employees whose work requires it, and shall arrange for the cleaning and repair of personal protective equipment and clothing free of charge.

5. The Employer undertakes:

- a) to organise, in cooperation with the relevant trade unions, occupational health and safety inspections at all workplaces once a year, to ensure that any defects identified are rectified and communicate the results of the inspections to employees and the trade union;
- b) in hazardous workplaces, to ensure the measurement of risk factors in the working environment in the event of significant changes in this environment and to take technical or organisational measures in accordance with the results of this measurement within the time limits set by the decision of the public health protection authority;
- c) to instruct employees who are exposed to harmful substances (e.g. vibration, noise, carcinogens and chemicals, etc.) at least once a year on the dangers arising from them and the safety precautions to be observed.

## **Part VI Employee Remuneration**

### **Article 22 Basic Regulation of Remuneration Conditions**

1. Wage relations of BUT employees are regulated by the BUT Wage Rules (registered by the Ministry of Education and Science on 24 September 2020 under No MSMT-38006/2020-1), as amended by its Amendment No 3, which were issued pursuant to the provisions of Section 17(1)(d) of Act No 111/1998 Sb., on Higher Education Institutions and on the Modification and Amendment of Other Acts, as amended, and the provisions of Section 305 of the Labour Code. The current full version of the Wage Rules is attached as Annex 1 to the Collective Agreement.

2. The remuneration and wage provisions for employees are further regulated by:

- a) Section 138 of the Labour Code – remuneration for work carried out on the basis of agreements on work performed outside the employment relationship;
- b) the provisions of Sections 67 and 68 of the Labour Code and Articles 25 and 26 of the Collective Agreement.

3. An employee's wage must not be lower than the minimum wage (Section 111 of the Labour Code). For these purposes, the monthly minimum wage is applied.

4. Wages are payable in arrears for the monthly period and the payday will be no later than the ninth working day of the following calendar month. In the case of a Monday or a day after a public holiday, the payday is the tenth working day. For credit transfer of wage payments, wages will be transferred to employees' accounts two days before the pay dates. The list of pay dates in a given calendar year is attached as Annex 2 to this Collective Agreement.

5. No wage advance is paid.

6. A wage shall be rounded up to the next full crown.

7. Both Contracting Parties envisage primarily credit transfers of wage payment, i.e. payment of wages or other financial consideration by transfer to the employees' accounts.

8. The work of the employee on projects, scientific and research assignments is paid from the following earmarked financial sources:

- a) in the context of an existing employment relationship; or
- b) in the context of another employment relationship, if it is a different type of work.

9. The Employer shall acquaint the new employee with the payroll system, the method of wage calculation and the information (content) provided by the pay slip. In the event of ambiguities or discrepancies in the payment of wages, an explanation will be given (Article 16 of the Collective Agreement).

10. The Employer shall monitor and annually evaluate the conditions (economic, tax, administrative, incentive) for the application of the employee incentive system (employee benefits system) and its various forms.

### **Article 23**

#### **Wage Rates and Wage Grades**

1. A system of monthly wage rates shall be applied to all staff (with the exception of those remunerated by contractual wages). The wage rates in the individual wage grades are set out in Annex No 1 to the BUT Wage Rules.

2. The contractual wage shall be paid in accordance with the provisions of the BUT Wage Rules. The specific terms and conditions of the contractual wage are set out in the individual contract.

### **Article 24**

#### **Extra pay, overtime and holiday pay, remunerations**

1. The BUT Wage Rules lay down the conditions for the provision of personal compensation, bonuses, extra pay for the performance of office, extra pay for management, extra pay for substituting for a head employee and other extra pays (e.g. wage of time off for overtime work, wage for work on Saturday and Sunday holiday pay, wage, compensatory time off or compensatory wage for holiday, extra pay for a split shift).

2. Extra pay for work on Saturdays and Sundays shall be granted at the rate specified in the BUT Wage Rules.

3. For work performed in a difficult working environment, the employee shall be entitled to the wage earned and to an extra pay for one hour of work in such an environment in the amount specified in the BUT Wage Rules.

If the working environment relevant to the award of an extra pay (e.g. changes in working practices, introduction of new hygiene measures, change in the work activities carried out, etc.), the Employer shall assess the activities carried out and withdraw the extra pay if there are grounds for doing so.

The Employer shall verify the conditions for granting the extra pays on 1 September and decide on its payment for the following period, but not for more than one year.

4. Employees shall be entitled to the wage earned and an extra pay in the amount specified in the BUT Wage Rules for an hour of night work. The extra pays granted for night work, work in difficult working conditions, work on Saturday and Sunday, overtime work and work on

public holidays shall be paid in addition to each other if the conditions for granting them are met. Extra pays or wages are payable for the actual time worked, with the Employer adding up all the time of the relevant work within the calendar month.

5. An employee whose Employer, in the context of a two-shift, multi-shift or continuous operation, has scheduled their working hours so that they work alternately in the morning, afternoon or night shift shall be paid a shift pay in the amount specified in the BUT Wage Rules.

6. For standby, the employee is entitled to a remuneration of 10% of average earnings. Standby may not exceed more than 48 hours in a calendar month. Standby during which no work is performed is not counted as working hours and remuneration given to an employee for standby time is not wage. Employees are entitled to wages for work performed during standby and are not entitled to remuneration for standby.

## **Article 25 Redundancy Pay**

1. An employee whose employment relationship is terminated by notice given by the Employer for the reasons set out in Section 52(a) to (c) of the Labour Code or by agreement for the same reasons is entitled to a redundancy pay of between one and three times their average monthly earnings (a statutory entitlement within the meaning of Section 67 of the Labour Code).

An employee whose employment relationship is terminated by notice given by the Employer for the reasons of exceeding the maximum permissible exposure in the workplace as determined by a decision of the competent public health authority, or by mutual agreement for the same reason, is entitled to redundancy pay in accordance with the Labour Code.

2. An employee who has been given notice of termination of employment for reasons of organisational changes pursuant to Section 52(a) to (c) of the Labour Code or whose employment has been terminated by agreement for these reasons, the redundancy pay shall be increased by

- a) an amount equal to twice the average monthly earnings, if the employment relationship is terminated by agreement before the beginning of the notice period; the redundancy pay together with the statutory entitlement shall be due in the total amount of three to five times the average monthly earnings depending on the duration of the employment relationship at BUT within the meaning of Section 67 of the Labour Code;
- b) an amount equal to one times the average monthly earnings, if the employment relationship is terminated by agreement by the end of the first month of the notice period; the redundancy pay together with the statutory entitlement shall be due in the total amount of two to four times the average monthly earnings depending on the duration of the employment relationship at BUT within the meaning of Section 67 of the Labour Code.

3. The Employer shall pay the redundancy pay after the termination of employment on the next pay date specified for the payment of wages, unless the Employer agrees with the employee to pay the redundancy pay on a different date.

4. If, after the termination of the employment relationship, the employee rejoins BUT before the expiry of the period determined by the number of multiples of average monthly earnings from which the amount of the redundancy pay was derived, they are obliged to repay the redundancy pay or its proportional part. The proportional part shall be determined according to the number of calendar days from the employee's new entry to work until the expiry of the



period under the previous sentence.

5. Redundancy pay is not payable to an employee whose Employer is transferring rights and obligations under labour relations within the meaning of Section 338 et seq. of the Labour Code.

## **Article 26**

### **Severance Pay**

An employee whose employment is terminated by agreement due to organisational changes of the Employer for reasons other than those listed in Section 52(a) to (c) of the Labour Code may be paid a severance pay. The amount of severance pay is limited to a maximum of three times the employee's average monthly earnings. If the employee concludes a new employment relationship or an agreement to perform work at BUT after termination of employment within one year, they are obliged to return the severance pay.

## **Article 27**

### **Average Earnings**

1. In determining average earnings for labour purposes, the statutory provisions of Section 351 et seq. of the Labour Code shall be followed, provided that:

- a) remuneration shall be included in the quarter in which it is granted, unless a longer period is specified;
- b) where an employee's payable wage (its part), is accounted for a period longer than the calendar quarter, for the purposes of ascertainment of average earnings per such calendar quarter, its proportional part per this calendar quarter shall be calculated; the remaining part (parts) of the said wage(s) or salary shall be included in the employee's gross wage(s) for the purposes of ascertainment (calculation) of average earnings in the following period (or periods). The number of further periods shall be determined in accordance with the total time for which the wage is provided. For the purposes of ascertainment of average earnings, an employee's gross wage for the decisive period shall also include the wage proportional part pursuant to the first sentence corresponding to the time of work performance (the time for which work was done).

The average number of working hours per month in an average year is used to calculate monthly gross earnings. The calculation is therefore based on the employee's weekly working time, the average year (365.25 days for this purpose) and the average number of weeks per month (4.348 weeks).

2. If, in a calendar month, an employee is paid remuneration from a single source in excess of five times their tariff wage, its payment shall be deemed to be made over a period of at least two quarters and shall be included in at least two periods for the purpose of determining average earnings. In the case of remuneration exceeding ten times the tariff wage, then within four periods.



## **Part VII**

### **Final Provisions**

#### **Article 28**

1. The Contracting Parties undertake to enter into negotiations through their representatives in the event of a disagreement over the interpretation of the content of this Collective Agreement in order to avoid a collective dispute over the implementation of the Collective Agreement. In the event that individual provisions of this Collective Agreement are invalid, the relevant rights and obligations shall be governed by the applicable law.

2. Either Party may propose an amendment or supplement to this Collective Agreement in writing. Both Contracting Parties are obliged to act on the proposal for amendment or supplement within 14 days of receipt.

3. This Collective Agreement supersedes the Collective Agreement entered into on 29 April 2024 and shall come into force and effect on 1 May 2025. It shall expire no later than 30 April 2026, unless extended by mutual agreement of the Contracting Parties or superseded by a new collective agreement.

4. The Contracting Parties undertake to enter into negotiations by 15 February 2026 on the possibility of extending this Collective Agreement or concluding a new collective agreement.

5. This Collective Agreement must be accessible to all employees and the Contracting Parties are obliged to make the contents of the Collective Agreement known to the employees within 15 days of its conclusion.

Brno, dated

.....  
doc. Ing. Ladislav Janíček, Ph.D., MBA, LL.M.  
Rector

.....  
Ing. Jan Brada  
Chair of the CTUC