



Ref. No.: REK000846/2026-UPA/1519

Collective Agreement

February 2026

Collective Agreement

made on 26 February 2026 by and between the following Parties:

Coordinating Trade Union Board (CTUB) of the Trade Union of Workers in Education and Science (TUWES) at Pavol Jozef Šafárik University in Košice, Šrobárova 2, 041 80 Košice,

represented by

**President of CTUB TUWES at UPJŠ in Košice,
RNDr. Helena Mičková, PhD.**

(hereinafter referred to as the "Trade Union") on the one hand

and

**Pavol Jozef Šafárik University in Košice, Šrobárova 2, 041 80 Košice,
ID No.: 00397768,**

represented by

Prof. Daniel Pella, MD, PhD., Rector of the University,

(hereinafter referred to as the "Employer"), on the other hand.

Part One Introductory Provisions

Article 1 Recognition of the Trade Union and the Employer

1. The Trade Union is a legal entity pursuant to Act No. 83/1990 Coll. on Citizens' Associations, as amended.
2. The Employer hereby recognises the Trade Union in accordance with the provisions of Section 231 and Section 232 of Act No. 311/2001 Coll., the Labour Code, as amended, as its contractual partner for negotiating and entering into this Collective Agreement. The Trade Union recognises the Employer as a contractual partner for negotiating and entering into this Collective Agreement. The Parties to this Agreement undertake not to question the mutual right to act as a party to this Collective Agreement in the future during the term of this Collective Agreement.

3. In accordance with the Statute of UPJŠ in Košice, the faculties shall perform the role of the Employer in entering into, changing, and terminating employment of employees organisationally assigned at the faculties, which implies the latter's responsibility for meeting the obligations and responsibilities arising from the Collective Agreement in relation to employees and to the relevant Trade Union.
4. For the purposes of this Collective Agreement, the term "Parties" may be used as the joint designation of the Trade Union and the Employer, the abbreviation of "**CA**" may be used for the Collective Agreement, the abbreviation of "**HLCA**" may be used for the Higher-Level Collective Agreement, Act No. 311/2001 Coll., the Labour Code, as amended may be abbreviated as "**LC**", the abbreviation "**552/2003 Coll.**" may be used for Act No. 552/2003 Coll. on Performance of Work in the Public Interest, the abbreviation "**553/2003 Coll.**" may be used for Act No. 553/2003 Coll. on Remuneration of Certain Employees in the Performance of Work in the Public Interest and on Amendments to Certain Acts, as amended, the abbreviation "**HEI Act**" may be used for Act No. 131/2002 Coll. on Higher Education Institutions and on Amendments to Certain Acts, as amended, the abbreviation "**OHS Act**" may be used for Act No. 124/2006 Coll. on Occupational Health and Safety and on Amendments to Certain Acts, as amended.

Article 2

Scope of the Collective Agreement

1. This CA shall regulate working and employment terms and conditions, individual and collective relations between the Employer and its employees, and the rights and obligations of the Parties.
2. This CA shall be binding upon the Parties and employees who are employed by the Employer for the standard weekly working time as well as those working part-time. The CA shall not apply to employees working for the Employer on a contract-for-work basis outside the employment relationship. Employees performing work at home or telework shall not be subject to the provisions of this CA regulating the scheduling of standard weekly working time, downtime, major obstacles to work, save for the death of a family member, overtime pay, night work allowances, and, where applicable, wage compensation for work performed under difficult working conditions (Section 52 of the LC).
3. This CA shall become effective as of 1 March 2026 and shall expire on 28 February 2027.

Article 3

Amendments to the Collective Agreement

1. The CA and its scope may only be amended by agreement of the Parties, based on a written proposal for an amendment of the CA submitted by one of the Parties. The agreed amendments shall be marked as an amendment to the CA and numbered in the order in which they are made.
2. The Parties undertake to amend the provisions of the CA by means of an amendment hereto if it becomes necessary due to changes in generally binding legal regulations or due to provisions of the CA giving rise to financial claims depending on the allocated budget for the year 2026. By mutual agreement, the Parties may also amend other provisions of this CA without limitation by way of an amendment hereto.

Article 4

Archiving the Collective Agreement

1. The Parties shall keep this CA for a period of 5 years from the date of its expiry.

Article 5
Familiarisation of Employees with the Collective Agreement

1. The Employer undertakes, upon signing the CA, to reproduce it and deliver two counterparts to the Trade Union President within 10 days of its signing.
2. The Employer undertakes to ensure that its employees are demonstrably familiarised with the content of this CA within 30 days of its signing and shall also ensure its publication in the document repository of the intranet of Pavol Jozef Šafárik University in Košice and in the Central Register of Contracts of the Government Office of the Slovak Republic.
3. The Employer shall make the newly recruited employees entering into an employment relationship familiar with:
 - a) this CA within fulfilling the obligations pursuant to Section 47(2) of the LC,
 - b) with the activities of the Trade Union at Pavol Jozef Šafárik University in Košice by providing them with written information supplied to the Employer by the Trade Union for the purpose of offering them membership therein pursuant to Section 230b of the LC.

Part Two
Collective Relations, Rights and Obligations of the Parties

Article 6
Period of Social Peace and Its Suspension

1. The Parties shall respect the period of validity of this CA as a period of social peace, except where the procedure under Article 7 of this CA is applied.
2. In the event of suspension of social peace, the Parties may also resort to ultimate measures to resolve a collective dispute, i.e. strike and lockout, provided that the statutory conditions laid down in Act No. 2/1991 Coll. on Collective Bargaining, as amended, and the conditions specified in this part of the CA are complied with.
3. The right of employees to strike, guaranteed by Article 37(4) of the Constitution of the Slovak Republic and Constitutional Act No. 23/1991 Coll., introducing the Charter of Fundamental Rights and Freedoms as the constitutional act of the Federal Assembly of the Czech and Slovak Federative Republic, shall not be restricted by the provisions of the preceding paragraphs or in any other manner, and the Parties undertake not to challenge that right.

Article 7
Settlement of Collective Disputes

1. The Parties shall understand a collective dispute to mean a dispute over entering into the CA, making an amendment to the CA, or over meeting an obligation arising from the CA (provided that no direct claim of an employee arises therefrom) during the period of validity of the CA or during the period of validity of the individual obligations arising therefrom.
2. The Parties undertake that, if they fail to resolve a collective dispute through negotiations within 60 days from the submission of a proposal for entering into the CA, an amendment thereto, or a proposal for the resolution of a dispute over meeting an obligation arising from the CA, they shall use the services of a mediator listed in the Register of Mediators maintained by the Ministry of Labour, Social Affairs and Family of the Slovak Republic (hereinafter referred to as the "Ministry") to resolve the dispute.
3. The Parties undertake that, if they fail to resolve the collective dispute before the mediator pursuant to the preceding paragraph, they shall, by mutual agreement, appoint an arbitrator registered with the Ministry to decide their collective dispute.

Article 8

Addressing Individual Claims of Employees and Handling Their Complaints

1. The Employer undertakes to pay employees their salary once a month, no later than on the twelfth day following the end of the preceding month.
2. The Employer undertakes to transfer salaries to the personal bank accounts of employees established with financial institutions of their choice so that the salary is credited to the account no later than on the payday referred to in the preceding paragraph. Newly recruited employees who do not have personal bank accounts shall be allowed to collect their salary during working hours.
3. Upon the employee's request and on the basis of a written agreement concluded with the employee, the Employer undertakes to make deductions from the salaries of the Trade Union members in favour of the Trade Union's account in the amount of 1% of the member's net monthly income.
4. The Parties undertake to respect the employee's right to assert individual claims arising from employment relationship and from this CA through the National Labour Inspectorate or before a court.
5. The Employer undertakes to pay due regard to the protection of employees approaching retirement age and socially disadvantaged employees in cases of organisational changes pursuant to Section 63(1)(a) and (b) of the LC and to create conditions for maintaining their employment.
6. The Parties have agreed that, when dealing with employee complaints, they shall act objectively and in accordance with generally binding legal regulations and the Employer's internal regulations (Employment Regulations) in such a manner as to ensure that the principle of non-discrimination is not violated, including in connection with the exercise of claims arising under the CA. For this purpose, they undertake to regulate in more detail the procedure for handling employee complaints in the Employment Regulations so that each complaint is investigated and the outcome communicated to the employee without undue delay (Section 13(5) of the LC).

Article 9

Managing the Trade Union Activities

1. The Parties agree to ensure, in a reasonable manner, the conditions necessary for operational activities of the Trade Union to enable it to carry out its mission properly. In order to meet its obligation arising from Section 240(5) of the LC, the Employer undertakes, for the period of the existence of the Coordinating Trade Union Board at UPJŠ in Košice, to provide:
 - a) premises in the main building of the Rectorate of Pavol Jozef Šafárik University in Košice, Šrobárova 2, in which the CTUB at UPJŠ in Košice will operate as its statutory body, without entitlement to reimbursement of operating costs,
 - b) one telephone line for telephone communication with an agreed limit,
 - c) computer access to the UPJŠ network, including the use of internet connection,
 - d) furnishings for the premises referred to in letter (a) of this paragraph,
 - e) a large meeting room at its own expense for meetings of the trade union bodies – annual meetings and ceremonial events related to the recognition of employees' work,
 - f) the necessary computer equipment, printer and copying equipment,
 - g) premises, including electronic means, for the publication of information concerning occupational safety, collective bargaining, labour-law matters and Trade Union activities in order to ensure that the employees are properly informed,

- h) a passenger motor vehicle at its own expense in accordance with the internal regulation regulating the principles for the provision of motor vehicles, where necessary for the CTUB,
- i) premises for the activities of the BO TUWES at the Rectorate of UPJŠ in Košice in the Rectorate building, and for the activities of the BO TUWES Board at the Faculty of Medicine of Pavol Jozef Šafárik University in Košice in the building of the Faculty of Medicine at Trieda SNP No. 1, Košice,
- j) payment of the actual operating costs (utilities, communication charges, etc.) related to the use of the provided premises and movable property.

Article 10

Co-deciding and Cooperation between the Parties in the Field of Labour Law

1. The Employer undertakes to meet the obligations arising from legal regulations and this CA, in particular:

a) to obtain the prior consent by the relevant Trade Union (or the CTUB) in the following cases:

- when giving notice of termination or upon immediate termination of employment with a member of the Trade Union body who is subject to enhanced protection (Section 240(9) of the LC),
- when issuing the Employer's Employment Regulations (Section 15(1)(e) of the HEI Act, Section 84(1) of the LC),*
- when approving the annual leave plan (Section 111(1) of the LC),

b) to do the following only upon agreement with the relevant Trade Union (or the CTUB):

- decide on the determination of collective leave (Section 111(2) of the LC),
- issue the OHS regulations and rules (Section 39(2) of the LC),
- distribute uneven working time (Section 87(1) and (2) of the LC),
- determine the beginning and end of working time and the schedule of work shift (Section 90(4) of the LC),
- determine the conditions for rest and meal breaks, including their extension (Section 91(2) of the LC),
- modify the continuous rest during the week (Section 93(3) of the LC),
- determine the scope and conditions of overtime work (Section 97(9) of the LC),
- define serious operational reasons preventing the Employer from assigning work and for which the employee is entitled to 60% of their functional salary (Section 142(4) of the LC),
- introduce flexible working time (Section 88(1) of the LC),
- determine the creation, amount, use, conditions for granting contributions from, and reporting the expenses of the Social Fund (Section 3 and Section 7(3) of Act No. 152/1994 Coll. on the Social Fund and on Amendments to Act No. 286/1992 Coll. on Income Taxes, as amended),
- introduce a working time account (Section 87a(1) of the LC),
- agree on the balancing period of the working time account (Section 87a(2) of the LC),
- determine the time required for personal hygiene after work, counted as working time (Section 90(10) of the LC),

- agree on compensation for lost time (Section 96b of the LC),
 - agree on the conditions for inspection of the use of paid leave granted to members of the Trade Union bodies (CTUB),
- c) to notify in writing the relevant Trade Union (or the CTUB) in particular of the following:**
- at least one month in advance in case of transfer of rights and obligations arising from employment relationships (Section 29(1) of the LC):
 - the date or the proposed date of the transfer,
 - the reason for the transfer,
 - the legal, economic and social consequences of the transfer for employees,
 - planned measures related to the transfer affecting employees,
 - the agreed new employments with the Employer upon request of the CTUB TU (Section 47(4) of the LC),
 - informing employees in fixed-term employment and employee representatives about opened permanent job positions (Section 48(8) of the LC),
 - opportunities for part-time and for standard weekly working time (Section 49(6) of the LC),
 - the results of negotiations on the measures to prevent collective redundancies (Section 73(2) and (4) of the LC),
 - the approved budget for salaries for the current year and providing the Annual Management Report of Pavol Jozef Šafárik University in Košice for the relevant calendar year (Section 229(1) and (2) of the LC)
 - OHS measures (Government Regulation No. 395/2006 Coll. on the Minimum Requirements for the Provision and Use of Personal Protective Equipment as amended by Act No. 400/2021 Coll.),
 - regular night work employment if requested by the Trade Union body (Section 98(6) of the LC)

In the case of collective redundancies (Section 73(2) of the LC), no later than one month before the start of redundancies, provide the information on the following:

- a) the reasons for the collective redundancies,
 - b) the number and structure of employees to be dismissed,
 - c) the total number and organisational structure of employees employed,
 - d) the period during which the collective redundancies are to take place,
 - e) the criteria for selecting employees to be dismissed.
- d) to consult in advance with the relevant Trade Union (or the CTUB) in particular on:**
- adoption of internal salary regulations (Art. 17 hereof),
 - even distribution of working time (Section 86(1) of the LC),
 - the conditions under which meals will be provided for employees,
 - at least one month before the start of the collective redundancies, the measures to prevent or reduce redundancies, in particular to discuss the possibility of placing them in suitable employment at its other units, even after prior training, and measures to mitigate the adverse effects of collective redundancies (Section 73(2) of the LC),
 - ordering work on non-working days (Section 94(2) of the LC),

- determining whether absence from work is unexcused (Section 144a(6) of the LC),
- organisation of night work (Section 98(6) of the LC),
- measures aimed at employee training and qualification development (Section 153 of the LC),
- measures concerning employment of persons with disabilities and key issues related to the care of such employees (Section 159(4) of the LC),
- claims for damages and agreements on compensation, except for damages not exceeding €50.00 (Section 191(4) of the LC),
- the scope of the Employer's liability for damage to its employee and its compensation in the event of an accident at work or an occupational disease (Section 198(2) of the LC),
- employment structure and forecast development and the measures planned, especially where employment is at risk (Section 237(2)(a) of the LC),
- the Employer's social policy measures and workplace health and hygiene improvements (Section 237(2)(b) of the LC),
- decisions leading to fundamental organisational or contractual changes (Section 237(2)(c) of the LC),
- organisational changes such as restriction or termination of activities, mergers, amalgamations, divisions, or changes in legal form (Section 237(2)(d) of the LC),
- measures to prevent accidents at work and occupational diseases and to protect health of employees (Section 237(2)(e) of the LC),
- termination of employment by notice or immediate termination of employment by the Employer (Section 74 of the LC),
- arranging special work-related medical examinations (Section 30e(16) of Act No. 355/2007 Coll.),

e) to allow the relevant Trade Union (or the CTUB) to inspect:

- the OHS conditions in accordance with Section 149(1)(a) to (e) of the LC,
 - compliance with labour-law regulations, including salary regulations and obligations arising from this CA, and for this purpose to provide necessary information, consultations, and documentation (Section 239(a) to (f) of the LC).
2. The Employer shall grant paid leave, based on a written request of the President of the relevant BO (CTUB President), to members of the Trade Union, members of the Trade Union Board, and members of the Trade Union elected to bodies of CTUB and of the Trade Union of Workers in Education and Science in Slovakia:
- to ensure the activities and mission of the Trade Union to the necessary extent,
 - for training in employment relations to the necessary extent,
 - for performing their capacity in accordance with Section 240(1) and (3) of the LC, in the scope of 16 hours per month for members of the BO Board and CTUB and 24 hours per month for the CTUB President,
 - for participation of elected delegates of the BO (CTUB) in conferences and/or membership meetings of the Trade Union.
3. The Employer has the right to verify whether the employee uses the granted paid leave pursuant to Section 240(3) of the LC for the intended purpose.

4. The Employer shall, as necessary, invite a representative of the Trade Union to meetings of the Rector's Council and Dean's Council, the University and faculty management, or other meetings to discuss the fundamental issues of the University development, employment, budget adjustments, and other matters affecting the economic and social interests of employees.
5. In accordance with Section 5(4) of Act No. 552/2003 Coll. and in accordance with the applicable Principles of the Selection Procedure to Fill the Positions of University Teachers, Researchers, the Functional Positions of Professors and Associate Professors, and the Positions of Senior Staff at Pavol Jozef Šafárik University in Košice, the Employer shall establish a selection committee, with at least one member appointed by the employee representative, which is the CTUB for parts of UPJŠ in Košice where no trade union or relevant BO operates with the announcer of the selection procedure.

Article 11

Trade Union Obligations

1. The Trade Union undertakes, for the period of the validity of this CA, to maintain social peace with the Employer in accordance with Article 10 of this CA.
2. The Trade Union undertakes to inform the Employer of circumstances leading to a breach of social peace on its part or on the part of employees.
3. The Trade Union undertakes to invite a representative of the Employer to meetings of its supreme bodies to evaluate the fulfilment of obligations arising from the CA.

Article 12

Protection of Work

1. Within the scope of its competence and in accordance with Section 146 of the LC, Section 147 of the LC, and Section 6 to 9 of Act No. 124/2006 Coll. on Occupational Health and Safety and on Amendments to Certain Acts, as amended, and related legislation, the Employer shall continuously ensure occupational health and safety at work and, for this purpose, implement the necessary measures, including prevention, provision of necessary means, and an appropriate occupational safety management system.
2. In order to perform the tasks referred to in paragraph 1 of this Article, the Employer undertakes to:
 - a) assign employees to work with regard to their health condition and skills (Section 6(1)(o) of the OHS Act),
 - b) immediately notify the relevant Trade Union body of the occurrence of a registered occupational accident (Section 17(5) of the OHS Act),
 - c) regularly, comprehensibly and demonstrably familiarise each employee with legal regulations and other OHS regulations, principles of safe work, principles of safe conduct at the workplace, and safe work procedures, and verify their awareness of the same (Section 7(1) of the OHS Act),
 - d) remedy deficiencies identified through inspection activities (Section 9(2) of the OHS Act),
 - e) prepare a list of provided personal protective equipment (PPE) on the basis of risk assessment and evaluation of hazards arising from the work process and work environment (Section 6(2)(a) of the OHS Act),
 - f) provide employees, where protection of their life or health so requires, with PPE free of charge (Section 6(2)(b) of the OHS Act),

- g) provide employees with work clothing and work footwear if they work in an environment in which clothing or footwear is subject to extraordinary wear or contamination (Section 6(3)(a) of the OHS Act),
 - h) ensure an adequate supply of drinking water for employees where necessary for the protection of their life or health and provide them with washing, cleaning and disinfecting agents for personal hygiene (Section 6(3)(b) of the OHS Act),
 - i) provide employee representatives responsible for OHS with training necessary for the performance of their duties, grant them paid leave to a reasonable extent, and create the necessary conditions for the performance of their duties (Section 240 of the LC and Section 19(5) of the OHS Act),
 - j) verify whether employees are under the influence of alcohol, narcotic substances or psychotropic substances during working hours and whether they comply with the smoking ban in the Employer's premises (Section 9(1)(b) of the OHS Act),
 - k) allow the relevant Trade Union body and authorised representatives of the TUWES (ZIBP) to inspect whether the Employer complies with the OHS obligations; for this purpose, they may establish their own inspection system (Section 149 of the LC and Section 29 of the OHS Act),
 - l) bear the costs associated with ensuring the OHS and not transfer them to employees (Section 6(11) of the OHS Act),
 - m) monitor the level of the OHS care, the status of technical prevention, compliance with the OHS principles, and remedial of identified deficiencies, causes of failures and accidents,
 - n) investigate and eliminate the causes of accidents at work and occupational diseases and keep records thereof.
3. When developing requirements for design documentation of buildings and renovation works, the Employer shall take into account the OHS Act and fire protection legislation. The Employer shall allow participation in the development of the requirements and designs to employee representatives responsible for OHS of the affected unit to which the design relates and the relevant internal administration. In doing so, Section 6(1)(a), (t), Section 13 of the OHS Act shall be taken into account.
4. The Employer shall have the right, with the participation of the employee representative, to inspect compliance with the prescribed medical treatment regime of employees during temporary incapacity for work (during the first ten days).

Article 13

Inspection of the OHS by the Trade Union Bodies

- 1. The Trade Union undertakes to inspect the OHS at the Employer.
- 2. In accordance with Section 149 of the LC, the Trade Union shall:
 - a) inspect how the Employer meets its obligations related to the OHS and whether it continuously creates the conditions for safe and non-hazardous working conditions, regularly inspect the workplace and the Employer's facilities for employees, and inspect the Employer's management of personal protective equipment,
 - b) inspect whether the Employer properly investigates the causes of accidents at work, participate in the investigation of the causes of accidents at work and occupational diseases, or conduct such investigations itself,
 - c) request the Employer to eliminate deficiencies in operations, machinery, equipment, or work procedures, and suspend the work in case of an immediate and serious threat to the life or health of employees and other persons whose presence in the Employer's premises or workplace is known to the Employer,

- d) draw the Employer's attention to overtime and night work that could endanger employees' health and safety,
 - e) participate in negotiations on the OHS issues.
3. The Employer undertakes to provide the Trade Union, upon request, with information on the development of incapacity for work and accident rates for the relevant calendar year.

Article 14

Working Time of Employees

1. In order to create more favourable working conditions and employment conditions pursuant to Section 85(8) of the LC, the employee's working time at the Employer is set at 37.5 hours per week; for employees who regularly perform work in alternating shifts in two-shift operations, the working time is set at 36.25 hours per week; and for employees who regularly perform work in all shifts in three-shift or continuous operations, the working time is set at 35 hours per week.
2. In order to increase work efficiency and better ensure employees' needs, flexible working time in the form of a flexible monthly working period is introduced at UPJŠ.
3. In accordance with Section 143(2) of the LC, the following applies in the event of obstacles on the employee's side when applying flexible working time:
 - the necessary time for which the employee is entitled to time off work in case of a full-day medical examination or treatment in a healthcare facility (Section 141(2)(a)(1) and (3) and (c)(1) of the LC) is considered as working time and is set as a full working day,
 - paid leave for examination or treatment of an employee in a healthcare facility is granted for the necessary period, up to a maximum of 7 days per calendar year (including time spent at the doctor in case of shorter-than-full-day treatment), of which 3 days shall be granted by the Employer to the employee without the employee being required to submit a written medical confirmation of examination or treatment if the employee requests such leave no later than 8:00 a.m. on the respective day,
 - paid leave for accompanying a family member to a healthcare facility for examination or treatment in case of sudden illness or injury, or for a pre-scheduled examination or treatment in a healthcare facility, is granted for the necessary period, up to a maximum of 7 days per calendar year (including time spent at the doctor in case of shorter-than-full-day treatment),
 - in the case of a single parent employee accompanying a child under 15 years of age who is entrusted exclusively to their care or where the employee exercises parental rights and duties alone, additional paid leave of up to seven days per calendar year shall be granted upon written request supported by documentation proving entitlement,
 - one day is considered to correspond to the length of working time the employee was scheduled to work on that day under the standard weekly working time,
 - time spent at the doctor in case of shorter-than-full-day treatment is included in paid leave for medical examination or for accompanying a family member at a healthcare facility, to the extent that it overlaps with basic working time; however, at minimum from 8:00 a.m. to 2:00 p.m.,
 - in other cases of obstacles on the employee's side under flexible working time, the relevant provisions of the LC shall apply (Section 141(2)(a)(2)).
4. The Employer shall provide the employee one (1) day of paid leave due to donation of biological material for medical purposes.
5. If the employment begins during the calendar year, the Employer shall provide paid leave for the purposes referred to in Section 141(2)(a)(1) and (c)(1) of the LC in the amount of one third of the annual entitlement for each commenced third of the calendar year of

employment. The total entitlement shall be rounded up to full calendar days (Section 141(6) of the LC).

6. The Employer shall provide the employee with one day of paid leave in connection with their own wedding, either the day before or the day after the ceremony, if the wedding takes place on a Saturday, Sunday, or other non-working day (Section 141(2)(e) of the LC).
7. In connection with the death of a family member, the Employer shall provide paid leave of three days in the event of the death of a spouse or child, and one additional day to attend the funeral of these persons (Section 141(2)(d) (1)).
In connection with the death of a family member, the Employer shall provide one day of paid leave to attend the funeral of a parent and additional two days if the employee arranges the funeral (Section 141(2)(d)(2)).
8. The Employer shall provide the employee with one day of paid leave in connection with the enrolment of their child into the first grade of primary school.

Article 15 Overtime Work

1. Overtime work is regulated in Section 97 of the LC.
2. Overtime work may not exceed an average of 8 hours per week over a period of no more than 12 consecutive months.
3. If, for serious operational reasons, the Employer assigns an employee work beyond the established daily working time or on non-working day, the Employer shall allow the employee to take time off in lieu, within three months, or as agreed between the employee and the head of the workplace.
4. Pursuant to Section 97(7) of the LC, an employee may be assigned overtime work for a maximum of 150 hours in a calendar year. An employee may perform overtime work for a total maximum of 400 hours in a calendar year.

Article 16 Fixed-term Employment

1. In accordance with Section 48(4)(d) of the LC, the Parties agree that the agreed types of work for which the Employer may extend or repeatedly agree on a fixed-term employment beyond two years are as follows:
 - a) work ensuring the economic and administrative operation of the faculty (the faculty Bursar).
The Dean of the faculty may conclude an employment contract under paragraph 1(a) of this Article for a period not exceeding the duration of their term of office. When filling the position of a senior employee – the faculty Bursar – the Dean shall comply with applicable internal regulations, namely the principles of the selection procedure of Pavol Jozef Šafárik University in Košice.
 - b) work of university teachers pursuant to Section 75 of the HEI Act and researchers pursuant to Section 80 of the HEI Act,
 - c) administrative and professional work related to the implementation of projects, where salary costs are fully covered from funds allocated for the implementation of the respective projects,

- d) managers of teaching, research, development, and clinical units or institutes of the faculties (heads of institutes and clinics of the UPJŠ FM, directors and heads of institutes, and heads of departments of faculties).

Article 17

Remuneration of Employees

1. The remuneration of employees shall be governed by the internal salary regulation of Pavol Jozef Šafárik University in Košice, prepared in accordance with Act No. 553/2003 Coll., as amended.

Article 18

Severance Pay and Retirement Pay

1. The Employer shall provide an employee whose employment is terminated by agreement for the reasons set out in Section 63(1)(a) or (b) of the LC with severance pay exceeding the scope provided for under Section 76(2) of the LC, in the amount of one base salary of the employee.
2. Upon the first termination of employment after the employee becomes entitled to an early old-age pension, an old-age pension, or a disability pension in cases where the reduction in the capacity to perform work exceeds 70%, or upon the granting of an early old-age pension, the Employer shall provide the employee with retirement pay exceeding the scope provided for under Section 76a of the LC, in the following amounts:
 - a) one base salary of the employee, if the employee has worked at UPJŠ for less than 15 years,
 - b) two base salaries of the employee, if the employee has worked at UPJŠ for at least 15 years,
 - c) three base salaries of the employee, if the employee has worked at UPJŠ for at least 25 years,
 - d) four base salaries of the employee, if the employee has worked at UPJŠ for at least 35 years.

Article 19

Wage Compensation and Shift-Work Allowances

1. Wage compensation for work performed under difficult working conditions

- a) Pursuant to Section 11 of Act No. 553/2003 Coll., as amended, work activities for which an employee is entitled to a wage compensation, where such activities have been classified by the competent public health authority into category 3 or category 4 under a special regulation, and where, in their performance, the intensity of exposure to workplace environmental factors—despite the implementation of technical, organisational, and specific protective and preventive measures under special regulations—requires the use of personal protective equipment to reduce health risks, are activities performed in an environment in which the following factors are present:
 - chemical factors,
 - carcinogenic and mutagenic factors,
 - biological factors,
 - dust,
 - physical factors (e.g., noise, vibration, ionising radiation).

b) The employee referred to in paragraph 1(a) of this Article is entitled to wage compensation for work performed under difficult working conditions when performing work classified into:

- category 3, in the amount from EUR 94.00 to EUR 144.00 per month;
- category 4, in the amount from EUR 94.00 to EUR 172.00 per month.

2. Shift-work allowances

Employees working in a two-shift, three-shift, or continuous operation, provided that shifts are alternating, shall be entitled to a shift-work allowance ranging from EUR 10 to EUR 12.

Article 20 Remuneration Conditions

1. The tariff salary of employees in manual occupations classified in pay grade 1 and 2 under the basic salary scale for employees performing work in the public interest shall be determined according to the highest pay level of the respective pay grade, regardless of the length of credited work experience.
2. Remuneration under Section 20 of Act No. 553/2003 Coll. shall be decided by the Rector, dean of the faculty, or Questor within the scope of their defined competencies, depending on the funds available within the approved budget, on the basis of a written justified proposal from the relevant supervisor.
3. Remuneration for work merits upon achieving the age of 50 and 60 years pursuant to Section 20(1)(c) of Act No. 553/2003 Coll. shall be paid to the employee as follows:

a) for employment at UPJŠ lasting 1 to 5 years	max. EUR 300.00
b) for employment at UPJŠ up to 10 years	max. EUR 400.00
c) for employment at UPJŠ over 10 years	max. EUR 500.00.
4. Employees in manual occupations such as cleaners, auxiliary staff and cooks in student canteens, auxiliary staff in laboratories, and glass washers shall receive a bonus of EUR 10.00 per employee per day for the performance of an extra work task in connection with substitution for absent full-time employee during sick leave or care for a family member, in accordance with Section 20(1)(a) of Act No. 553/2003 Coll. In case of substitution for a part-time employee, the bonus shall be reduced proportionally.

Article 21 Healthcare

1. The Employer undertakes, in accordance with applicable legal regulations and the concluded contract on the provision of occupational health services, to equip workplaces with appropriate hygiene supplies and maintain first-aid kits in compliance with applicable regulations.
2. During temporary incapacity for work, the amount of wage compensation from the first to the fourteenth day of sick leave is 70% of the employee's daily assessment base (Section 8(2) of Act No. 462/2003 Coll. on Income Compensation during Temporary Incapacity for Work and on Amendments to Certain Acts, as amended).

Article 22

Recreational Care and Care for Employees' Children

1. Following the agreement with the Trade Union, the Employer shall provide recreation stay to its employees, their family members, and retirees (former employees), including children, at the Teaching and Training Facility in Danišovce, with a contribution from the Social Fund in accordance with the Principles for the Creation and Use of the Social Fund (Annex 1 to the CA).
2. The Employer shall allow UPJŠ employees to use UPJŠ sports facilities for regeneration under preferential conditions determined by the Institute of Physical Education and Sport.
3. The Employer shall create conditions for a contractual framework and administration of employee participation in the MultiSport programme and ensure payroll deductions based on the employee's request.

Article 23

Meal Provision

1. In accordance with Section 152 of the LC, the Employer undertakes to provide employees in all shifts with meals corresponding to principles of proper nutrition, either directly at workplaces or nearby, with the exception of employees sent on business trips who worked less than 4 hours within a shift.
2. The Employer shall provide one main meal, including a suitable beverage, during the work shift in its own facility, in another employer's catering facility, or through a legal entity. For this purpose, a work shift is defined as work lasting more than four hours.
3. The Employer shall contribute to employee meals from its own funds at least 55% of the meal price, in accordance with Section 152(3) of the LC. The Employer shall contribute EUR 0.50 per main meal for retirees who retired from UPJŠ. Emeritus professors shall receive a contribution of 55% of the meal price from the Employer's budget.
4. The Employer shall contribute to employee meals from the Social Fund under Act No. 152/1994 Coll. on the Social Fund and on Amendments to Act No. 286/1992 Coll. on Income Taxes, as amended, for one main meal in accordance with the Principles for the Creation and Use of the Social Fund.
5. Employees are entitled to a number of meal vouchers with a state budget contribution corresponding to hours worked, and in continuous operations according to the number of shifts worked.
6. The Employer shall provide alternative meal provision:
 - during the closure of UPJŠ Student Dormitories and Canteens,
 - upon an employee's request supported by a medical certificate issued by a specialist due to health reasons in accordance with Section 152(6)(c) of the LC (e.g., gastroenterologist, endocrinologist, internist – but not a general practitioner), for the duration of such health reasons; the employee shall promptly notify the Employer in writing when such reasons cease to exist,
 - to employees working outside Košice, through another canteen facility or an organisation providing alternative meal provision.
7. The Trade Union body shall supervise the provision of employee meals with the participation of responsible employees and shall propose measures to eliminate any identified deficiencies.
8. The Employer shall provide an employee whose work shift exceeds 6 hours with a 30-minute rest and meal break. For juvenile employees, if the shift exceeds 4.5 hours, and in continuous operations, conditions for rest and meals shall be ensured even without interruption of operation. The timing of breaks shall be determined by the Employer in

agreement with the relevant Trade Union body when approving working time schedules. Breaks are not included in working time.

9. For employees working in continuous operations, the Employer shall ensure alternative meal provision during night shifts, on weekends and on non-working days, and shall provide adequate time for rest and meals without interrupting operations. This time shall be included in working time.
10. The Employer shall provide employees working part-time who work more than 4 hours per shift a 30-minute rest and meal break per shift. This break shall not be included in working time and cannot be linked with the end of the shift.
11. The organisation shall allow its employees to use social facilities including catering services provided by the UPJŠ Student Dormitories and Canteens Department and the Botanical Garden of UPJŠ for significant life anniversaries and work anniversaries, in accordance with the applicable price list with employee discounts.
12. The Employer may provide employees with premises for significant life anniversaries and work anniversaries, provided that catering is supplied by the UPJŠ Student Dormitories and Canteens Department. The catering shall be provided in accordance with the applicable price list with employee discounts.
13. In accordance with Section 152(3), (6), and (8) of the LC, the Employer shall provide employees working abroad with a meal allowance equal to 55% of the meal allowance corresponding to 50% of the basic meal allowance rate applicable in the country where the employee works. The allowance shall be paid in the employee's salary for the relevant calendar month.

Article 24

Professional Development of Employees

1. The Employer undertakes to support the development of employees' professional competences and to ensure that employees are assigned work corresponding to their acquired qualifications.
2. Employees developing their professional competences under agreements concluded with the Employer shall be granted work release and economic provisions in accordance with applicable regulations.
3. The Employer shall support training organised by trade union bodies and shall contribute an appropriate amount, up to a maximum of EUR 1,750 per year, with a limit of EUR 250 per employee per year. Participation in such training shall require a prior written approval of the Rector.

Article 25

Leave for Recovery

1. The basic annual leave entitlement is five weeks. Employees who reach at least 33 years of age by the end of the calendar year and employees who provide permanent care for a child are entitled to six-week annual leave. The annual leave of university teachers and research staff is nine weeks per calendar year.
2. Employees shall take at least 50% of their annual leave in July and August; in justified cases, an exception may be granted by the head of the unit. If, for operational reasons, an employee was unable to take their leave within the relevant calendar year, they may carry over a maximum of 5 days of leave into the following year, while these 5 days constitute the remaining balance as of 31 December 2026.
3. In accordance with Section 111(2) of the LC, a collective annual leave shall be scheduled from 28 December 2026 to 31 December 2026 for operational reasons. Exceptions may only be permitted by the Rector or dean for the performance of essential work duties.

4. The Employer shall calculate the proportional part of the annual leave in accordance with Sections 101 to 104a of the LC as follows:

	proportional part of the leave on the entitlement of			proportional part of the leave on the entitlement of			proportional part on the entitlement of
	25 days	15 shifts ^{*)}	16 shifts	30 days	18 shifts ^{*)}	20 shifts	45 days
1/12	2	1	1	2	2	2	4
2/12	4	2	3	5	3	3	7
3/12	6	4	4	7	5	5	11
4/12	8	5	5	10	6	7	15
5/12	10	6	7	12	8	8	19
6/12	12	8	8	15	9	10	23
7/12	15	9	9	18	11	12	26
8/12	17	10	11	20	12	13	30
9/12	19	11	12	23	14	15	34
10/12	21	13	13	25	15	17	38
11/12	23	14	15	28	17	18	41
12/12	25	15	16	30	18	20	45

^{*)} Applicable to employees working in continuous operation with standard weekly working time is 35 hours.

5. If, due to serious operational reasons, the Employer orders an employee to work beyond the specified daily working time or on non-working days, the employee shall be allowed to take time off in lieu, within three months, or as agreed between the employee and the head of the unit. In addition to annual leave, the Employer shall grant the employee unpaid leave upon request, unless prevented by serious operational reasons.
6. An employee who has met the condition of working at least 60 days in the calendar year for which leave is granted shall have their annual leave reduced as follows: for the first 100 missed working days, leave is reduced by one-twelfth, and for every additional 21 missed working days, it is reduced by one-twelfth as well, if during that calendar year the employee did not work for the following reasons:
- performance of extraordinary service during a crisis or alternative service during war or a state of war,
 - taking parental leave pursuant to Section 166(2) of the LC,
 - long-term release for the performance of a public office or trade union office pursuant to Section 136(2) of the LC,
 - important personal obstacles to work pursuant to Section 141(1) a(3)(c) of the LC.

Article 26

Social Fund and Supplementary Pension Savings Scheme

- The creation and use of the Social Fund are governed by the Principles for the Creation and Use of the Social Fund, which form Annex 1 to the CA.
- The supplementary pension savings scheme for employees is governed by the Principles for the Implementation of Supplementary Pension Savings Scheme, which form Annex 2 to the CA.

Article 27
Temporary Suspension of Work

1. If an employee is reasonably suspected of a serious breach of work discipline and their continued performance of work would endanger an important interest of the Employer, the Employer may, after consultation with employee representatives, temporarily suspend the employee from performing their work for a maximum period of one month. During the period of temporary suspension of work, the employee is entitled to salary compensation of at least 60% of their average earnings. If the serious breach of work discipline is not proven, the employee is entitled to a supplementary payment up to the full amount of their average earnings.

Part Three
Final Provisions

Article 28
Validity and Effectiveness of the Agreement

1. The Parties agree that the evaluation of meeting the obligations and rights under this CA shall be performed semi-annually at the level of the relevant Trade Union: for the first half-year no later than 15 August, and for the full year no later than 15 March of the following year.
2. This CA is made in four original copies. Each Party shall receive two signed copies.
3. The Parties declare that they have read this CA, agree with its content, and IN WITNESS THEREOF they have set their hands hereunto.
4. This CA enters into force on the date of its signature by the Parties and shall take effect on 1 March 2026. Upon its effectiveness, the Collective Agreement for 2025, Ref. No.: REK001291/2025-UPA/840 shall become void.

RNDr. Helena Mičková, PhD.
President of CTUB TUWES at UPJŠ

Prof. Daniel Pella, MD, PhD.
Rector of UPJŠ



**Principles
for the Creation and Use of the Social Fund**

**Article 1
General Provisions**

1. These Principles for the Creation and Use of the Social Fund (hereinafter referred to as the "Principles") regulate the creation and subsequent use of the Social Fund of the Employer, Pavol Jozef Šafárik University in Košice, pursuant to Act of the National Council of the Slovak Republic No. 152/1994 Coll. on the Social Fund and on Amendments to Act No. 286/1992 Coll. on Income Taxes, as amended (hereinafter referred to as the "Social Fund Act").
2. The contribution from the Social Fund may also be provided to family members of an employee and to beneficiaries of old-age or disability pensions who were employed by the Employer on the date of their retirement, provided that such entitlement is specified in these Principles. For the purposes of the Act, family members are deemed to be the employee's spouse and dependent children up to 25 years of age.
3. The Employer may not provide contributions from the Social Fund for the purpose of remuneration for work performed.
4. The contribution from the Social Fund provided in the form of monetary or non-monetary benefits shall be considered income from dependent activity and shall be subject to taxation pursuant to Act No. 595/2003 Coll. on Income Tax, as amended (hereinafter referred to as the "Income Tax Act"), as well as to health and social insurance contributions.

**Article 2
Creation of the Social Fund**

1. The Social Fund shall be established on a university-wide basis as the aggregate of:
 - a) a mandatory allocation of 1%,
 - b) an additional allocation of 0.25% of the total gross salaries accounted for and paid to employees during the calendar year,
 - c) other sources, including donations, grants, and loan repayments,
 - d) allocations from profit resulting from the distribution of the university's financial results as decided by the Board of Trustees of Pavol Jozef Šafárik University in Košice.
2. The basis for determining the annual allocation to the Social Fund under paragraph 1(a) and (b) hereof shall be the total gross salaries accounted for and paid to employees during the calendar year. The basis for determining the monthly allocation shall be the total gross salaries accounted for and paid to employees during the calendar month.

3. The Social Fund shall be created on the payday agreed for payment of salaries. The transfer of funds to the accounts of the faculties shall take place within five days after the agreed payday, and no later than the 15th day of the relevant month.
4. The Social Fund budget shall be compiled for each calendar year and may be amended during the year with respect to individual budget items upon approval by the relevant Trade Union.
5. The Employer shall settle the fund's accounts for the calendar year no later than 31 January of the following year. Differences identified during the settlement process not exceeding EUR 3.00 shall not be reconciled between faculties and the university Social Fund account maintained by the Rectorate. Any unused balance of the Fund shall be carried forward to the following year.
6. The Employer shall provide a contribution from the fund to the account of the CTUB TUVES at UPJŠ in Košice maintained with ČSOB, to cover the costs of collective bargaining. The contribution shall amount to 0.025% of the total gross salaries accounted for and paid to UPJŠ employees during the calendar year.
7. The Social Fund contribution to CTUB established pursuant to paragraph 6 may be used in particular for:
 - analytical materials intended for the Employer's Trade Union,
 - expert opinions on specific issues related to collective bargaining,
 - expert services provided by independent experts outside BO, TU, CTUB SR,
 - training expenses for negotiators,
 - rental of premises where collective bargaining takes place outside the Employer's premises,
 - computer hardware, software, and office supplies
 - travel expenses and telecommunications costs of negotiators.

Article 3

Use of the Social Fund

1. Meal provision

In addition to the requirements of generally binding regulations (Section 152 of the LC), the Employer shall provide employees with a meal allowance of EUR 1.10 per purchased meal. Pursuant to Act No. 595/2003 Coll., this contribution is exempt from income tax.

2. Non-Repayable Social Assistance

- 2.1. Upon the birth or adoption of a child, a contribution of **EUR 200.00** shall be provided for each child.
- 2.2. Upon the death of a family member (spouse or dependent child), a contribution of **EUR 300.00** shall be provided to the employee.
- 2.3. In the event of other extraordinary events (e.g. natural disasters, difficult financial situation, etc.), the amount of the contribution shall be approved by the Rector for employees assigned to the Rectorate, research and teaching units, IT units and special-purpose facilities and by the dean for employees assigned to the faculties, following consultation with relevant BO.

Social assistance shall be provided to employees in an employment relationship upon submission of a written request accompanied by the relevant supporting documents. Requests must be submitted no later than on **30 November** of the calendar year in which the event occurred. If the event occurred in December, the letter of request may be submitted by the end of January of the following calendar year.

3. Gifts

Financial gifts shall be provided to employees as follows:

- 3.1. upon the life anniversary
- 50th, 60th, 70th birthday EUR 200.00

This financial gift shall be granted to an employee whose employment at UPJŠ has lasted for at least one year as of the date of the life anniversary.

- 3.2. upon the employment anniversary
- | | |
|--|------------|
| - <u>20 years of continuous employment at UPJŠ</u> | EUR 250.00 |
| - <u>25 years of continuous employment at UPJŠ</u> | EUR 300.00 |
| - <u>30 years of continuous employment at UPJŠ</u> | EUR 350.00 |
| - <u>35 years of continuous employment at UPJŠ</u> | EUR 400.00 |
| - <u>40 years of continuous employment at UPJŠ</u> | EUR 450.00 |
| - <u>45 years of continuous employment at UPJŠ</u> | EUR 500.00 |

- 3.3. To donors of biological material for medical purposes, for each donation EUR 25.00
To "golden donors", for each donation: EUR 30.00

If several anniversaries occur within the same year, all applicable gifts shall be granted.
The proposal for granting a financial gift shall be submitted by the employee's supervisor on the basis of records maintained in the personnel files.

4. Employee care - workforce regeneration

- 4.1. The Employer shall provide employees of the Botanical Garden working in greenhouses, in the ornamental flora department, in the arboretum department, in the department of endangered and medicinal plants, the phytopathologist (1), and maintenance and operations staff (2) **with 0.5 litres of mineral water per employee per working day**. During summer periods of extreme temperatures (above 27°C), employees working in the Botanical Garden greenhouses shall be provided with **1 litre of mineral water per person per day**.
- 4.2. The Employer may provide a contribution from the Social Fund for employees, their family members, and retired former employees for stays at the Teaching and Training Facility in Danišovce in the amount of **EUR 10.00 per person per night**. For the purposes of this provision, family members shall mean the employee's spouse and dependent child up to 25 years of age.
- 4.3. The Employer shall provide a contribution from the Social Fund for ticket price for employees attending the Representative Ball of Pavol Jozef Šafárik University in Košice, subject to a decision of the University Management and the available financial possibilities in the respective year.
- 4.4. The Rector, for employees assigned to the Rectorate and university-wide workplaces, and the dean, for employees assigned to faculties, may decide on other use of funds from the Social Fund, particularly in the area of workforce regeneration and additional employee welfare, following the consultation with employee representatives and subject to the funds available in the Social Fund.

Article 4
Final Provisions

1. The Principles for the Creation and Use of Social Fund shall enter into force on the date of signature of the Collective Agreement for 2026 and shall take effect on 1 March 2026.

RNDr. Helena Mičková, PhD.
President of CTUB TUWES at UPJŠ

Prof. Daniel Pella, MD, PhD.
Rector of UPJŠ



Principles for the Implementation of Supplementary Pension Savings Scheme for 2026

Article 1 General Provisions

1. These Principles for the Implementation of Supplementary Pension Savings Scheme shall apply to the employer, Pavol Jozef Šafárik University in Košice, including its faculties (hereinafter referred to as the "Employer"), which, in accordance with Article 23(1)(d) of the Statute of Pavol Jozef Šafárik University in Košice, as amended by Amendments No. 1–5, perform the employer's tasks in the area of establishing, modifying, and terminating employment relationships of employees organisationally assigned to the faculties.
2. The payment of contributions and the fulfilment of obligations arising from concluded employment contracts shall be carried out by the Employer on behalf of employees organisationally assigned to the faculties, as well as employees of the Rectorate, the Research and Development Department, the Institute of Physical Education and Sport, and the Special-Purpose Facilities of Pavol Jozef Šafárik University in Košice.

Article 2 Amount of the Allowance

1. The Employer shall provide a monthly allowance in the amount of EUR 47.00 to
 - all employees participating in supplementary pension savings scheme for whom the Employer was providing contributions on the basis of a participant contract concluded by 28 February 2026, in accordance with the Principles for the Implementation of Supplementary Pension Savings Scheme for 2026; and,
 - employees who join supplementary pension savings scheme on the basis of a participant contract concluded on or after 1 March 2026 and who have an employment contract concluded for 100% of the standard weekly working time.
2. The amount of the employee's allowance shall be at least EUR 5.00.
3. In the employment contract, the Employer shall agree on a waiting period of two years for employees before entitlement to the contribution under paragraph 1 of this Article arises. The waiting period shall commence on the date of conclusion of the employment contract or of an amendment to the employment contract establishing employment at 100% of the standard weekly working time.

4. The Parties have agreed that during long-term absence (maternity leave, parental leave, incapacity for work and care allowance for longer than one calendar month), the employee shall not be entitled to the allowance in the relevant month.

Article 3

Final Provisions

1. These Principles shall enter into force on the date of signature of the Collective Agreement for 2026 and shall take effect on 1 March 2026.

RNDr. Helena Mičková, PhD.
President of CTUB TUWES at UPJŠ

Prof. Daniel Pella, MD, PhD.
Rector of UPJŠ