UNIVERZITA PAVLA JOZEFA ŠAFÁRIKA
V KOŠICIACH

Č.j. REK000026/2018-UPA/8873

Employment Regulations

of the Pavol Jozef Šafárik University in Košice

January 2019

Pavol Jozef Šafárik University in Košice (hereinafter referred to as “UPJŠ” or “University”) pursuant to Art. § 15 par. 1 letter d) of Act no. 131/2002 Coll. on Higher Education Institutions and on Amendments to Certain Acts as Amended (hereinafter referred to as the “University Act”), pursuant to Art. § 84 of Act no. 311/2001 Coll. Of the Labor Code as amended (hereinafter referred to as the “Labor Code or ZP”), pursuant to Art. § 12 of Act no. 552/2003 Coll. on the performance of work in the public interest as amended (hereinafter referred to as "Act No. 552/2003 Coll. as amended" or "Act on the performance of work in the public interest") and with the prior consent of KOR ZO trade union of education and science workers UPJŠ in Košice (hereinafter referred to as "KOR") dated 4 December 2018 and after approval by the Academic Senate of UPJŠ in Košice dated 13 December 2018.

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EMPLOYMENT REGULATIONS

PART I
BASIC PROVISIONS

Art. 1 Scope and basic concepts

1. The employment regulations are binding for the employer and for all his employees who are employed by him. Employees who perform work for the employer on the basis of agreements on work performed outside the employment relationship are subject to the Conditions of Employment only insofar as it follows from its other provisions, from the provisions of labor law and from the concluded agreement with the employee.
2. In employment relations, the university acts as the employer, which in accordance with Art. § 2 par. 1 of the University Act is a legal entity and in accordance with Art. § 5 par. 1 of the Act on Higher Education Institutions by a public and self-governing institution. The statutory body of the university (employer) is the rector. The deans of the faculties act and decide on behalf of the university in matters of concluding, changing and terminating employment relationships in accordance with Art. § 23 par. 1 letter d) of the Higher Education Institutions Act.
3. UPJŠ employees according to § 74 et seq. of the Higher Education Act are university teachers, researchers and other employees.
4. The Labor Code applies to the employment relations of university employees and its components, unless the Act on the Performance of Work in the Public Interest or the Act on Higher Education stipulates otherwise.
5. The Act on the Performance of Work in the Public Interest does not apply to employees who perform craft, manual or manipulative work activities with a predominance of physical work.
6. The public interest according to the Act on the Performance of Work in the Public Interest is an interest that brings property benefit or other benefit to all citizens or the majority of citizens.
7. Personal interest according to the Act on the Performance of Work in the Public Interest is an interest that brings property benefit or other benefit to the employee or persons close to him.

8. A conflict of interest under the Act on the Performance of Work in the Public Interest is a fact if the employee prefers personal interest over public interest.
9. Dependent work is work performed in a relationship between the superiority of the employer and the subordination of the employee, personally to the employee for the employer, according to the instructions of the employer, on his behalf, during working hours determined by the employer.
10. Dependent work may be performed exclusively in an employment relationship, in a similar employment relationship or, exceptionally, under the conditions stipulated in the Labor Code, also in another employment relationship. Dependent work may not be performed in a contractual civil relationship or in a contractual commercial relationship according to special regulations.
11. The working time account is a method of uneven distribution of working time, which the employer can introduce only by collective agreement or in agreement with the employees' representatives. The agreement on the introduction of a working time account must be in writing. The agreement cannot be replaced by a decision of the employer. Details on the implementation of the working time account by the employer are given in Art. § 87a Labor Code.

PART II EMPLOYMENT RELATIONSHIP

Art. 2 Pre-Contractual Relations

1. Before concluding an employment contract, the employer is obliged to acquaint the natural person with the rights and obligations arising for him from the employment contract, with the working conditions and salary conditions under which he is to perform the work.
2. If a specific legal regulation requires for the performance of work medical fitness for work, mental fitness for work or other precondition, the employer may enter into an employment contract only with a natural person who is medically fit or mentally fit for this work or with a natural person who meets another precondition.
3. The employer may conclude an employment contract with a juvenile only after a previous medical examination of the juvenile. At the same time, he is obliged to request the consent of the legal representative before concluding an employment contract with a juvenile.
4. The employer may only request information from the candidate applying for the first job that is relevant to the work to be performed. The employer may require a candidate who has already been employed to submit a work report and a certificate of employment.
5. The employer may not request following information from the candidate:
   a) about the candidate's pregnancy,
   b) about his/hers family circumstances,
   c) on his/hers integrity, except in the case of work for which integrity is required by a special regulation, or if the requirement of integrity is required by the nature of the work to be performed by the announcer of the selection procedure,
   d) about his/hers political and religious affiliation.
6. The candidate is obliged to inform the employer about facts that hinder the performance of work or that could cause harm to the employer and about the length of working time for another employer, if he/she is a juvenile.

7. When hiring a candidate for employment, the employer may not violate the principle of equal treatment as regards access to employment (provisions of Section 13, Paragraphs 1 and 2 of the Labor Code).
8. If the employer violates the obligations set out in para. 4, 5 and 7 of this article, the candidate is entitled to adequate monetary compensation.

Art. 3 Establishment of employment, filling the positions of university teachers, the positions of professors, associate professors, the positions of researchers and the positions of senior staff

A) Establishment of employment, obligations of the employer

1. The employment relationship is established by a written employment contract between the employer and the employee. The employer is obliged to conclude an employment contract with the employee in writing no later than on the day of his commencement of work. The employer is obliged to issue one written copy of the employment contract to the employee.
2. UPJŠ as an employer may employ foreigners under the conditions specified in Art. § 5 and § 6 ZP and § 21 to § 24 of Act no. 5/2004 Coll. on Employment Services and on Amendments to Certain Acts, as amended. A citizen of a state that is a member state of the European Union or a citizen of a state that is a party to the Agreement on the European Economic Area or the Swiss Confederation enjoys the same rights as citizens of the Slovak Republic in terms of access to employment in the Slovak Republic.
3. Integrity as a precondition for performing work in the public interest in accordance with Art. § 3 par. 1 letter b) of Act no. 552/2003 Coll. as amended, the job seeker proves by an extract from the criminal record not older than three months. In accordance with the cited provision, integrity must be demonstrated by all employees of the university, except for employees who perform craft, manual or manipulative work activities with a predominance of physical work.
4. Upon employment, the employee is obliged to undergo a preventive medical examination in relation to work (§ 12 paragraph 2 letter i) of Act no. no. 124/2006 Coll. on Safety and Health Protection at Work and on Amendments to Certain Acts, as amended), in accordance with the conditions set out in the provisions of Section 30 of Act no. no. 355/2007 Coll. on the protection, promotion and development of public health and on the amendment of certain laws as amended. It is also required to provide proof of employment from previous employers, unless it is an employee who has not yet been employed; proof of your qualifications and experience and proof of periods of unemployment. The employment relationship arises from the day agreed in the employment contract as the day of starting work.
5. The employer shall agree with the employee on the essentials of the employment contract pursuant to Art. § 43 par. 1 ZP, t. j. the type of work for which the employee is recruited and its brief characteristics, place of work, date of commencement of work and salary conditions. The employer shall state in the employment contract, in addition to the requisites pursuant to Art. § 43 par. 1 ZP also other working conditions, namely pay dates, working hours, the amount of leave and the length of the notice period with reference to the relevant provisions of the Labor Code, Act no. 552/2003 Coll. as amended, Act No. 131/2002 Coll. on Higher Education Institutions and on Amendments to Certain Acts, as amended, resp. valid collective agreement (hereinafter also “KZ”). Requirements for the

proper performance of the agreed work and other conditions in which the participants are interested may be agreed in the employment contract.

6. The employer may agree with the employee, at his request or with his consent on the basis of the employer's proposal, in the employment contract more than one type of work to be performed by the employee for the employer and more than one place of work while in full time. In this case, in the employment contract, the employer agrees which place of work is considered a regular workplace for the purposes of entitlement to compensation for business trips. A regular workplace is the main workplace of the employee's organizational classification according to the organizational structure.
7. When concluding an employment contract, the participants may agree in writing on the monetary compensation that the employer will be entitled to claim from the employee if his employment ends with termination by the employee or the employer and the employee does not remain with the employer during the notice period. The agreement on monetary compensation must be in writing, otherwise it is invalid (provision of § 62 par. 8 ZP).
8. A <u>probationary period may be agreed</u> in the employment contract, which is in accordance with Art. § 45 par. 1 ZP for a maximum of three months and for a manager under the direct management of the statutory body or a member of the statutory body and a manager who is under the direct management of this manager, it is a maximum of six months. The trial period cannot be extended. However, the probationary period is in accordance with § 45 par. 2 ZP extends by the time of obstacles at work on the part of the employee. For the probationary agreement to be valid, the probationary period must be agreed in the employment contract, in writing, otherwise it is invalid. It is not possible to agree on a probationary period in the case of re-employment for a certain period.
9. The employee and the employer may agree in the employment contract that the employee agrees to posting on business trips outside the municipality of his regular workplace or residence.
10. The employer shall notify the employee in writing when concluding the employment contract of the amount and composition of his / her functional salary on the day of concluding the employment contract, as well as when changing the type of work or adjusting the functional salary. The salary classification of an employee is governed by the relevant generally binding legal regulations on the remuneration of employees in the performance of work in the public interest and within them by a collective agreement, resp. internal regulations of the university.
11. When an employee takes up employment, the relevant manager is obliged to acquaint him with the valid work regulations, the collective agreement, generally binding legal regulations and other regulations relating to the work performed by him and regulating the prohibition of discrimination. With the regulations concerning safety and health protection at work and fire protection (hereinafter referred to as "occupational health and safety and fire safety"), with the principles of safe work, principles of health protection at work, principles of safe behavior at work and safe work procedures when hiring an employee, transfer to another workplace, assignment or transfer to another job, introduction of a new technology, new work procedure or new means of work will be communicated to the employee by the employees of the Department of Occupational Safety and Health, PO and CO R UPJŠ. The employer is also obliged to notify the juvenile employee upon taking up employment, and in the case of a natural person performing light work referred to in § 11 para. 4 of the Labor Code and its legal representative, on the possible risks of the work performed and on the measures taken regarding safety and health at work. The employee confirms the notification in writing. The notification shall then be carried out regularly and regularly once

every two years in accordance with Art. § 7 of Act. no. 124/2006 Coll. on safety and health protection at work and on amendments to certain laws as amended.

12. An employment relationship for a certain period may be agreed or extended by agreement of the participants only under the conditions laid down in Art. § 48 of the Labor Code and in accordance with Art. § 77 to § 79 of the Higher Education Act.
13. Exceptionally, the employer may, in order to perform his tasks or to ensure his needs, enter into agreements with natural persons on work performed outside the employment relationship (work performance agreement, work activity agreement and student temporary work agreement) in accordance with Art. § 223 to 228a ZP. It may conclude the above agreements with its own employees only for activities which are not the subject of an employment contract.
14. In employment relations, the employer is obliged to treat employees in accordance with the principle of equal treatment established for the area of labor relations by Act no. 365/2004 Coll. on Equal Treatment in Certain Areas and on Protection against Discrimination and on Amendments to Certain Acts, as amended (Anti-Discrimination Act).
15. In accordance with the principle of equal treatment, discrimination on grounds of marital or family status, color, language, political or other opinion, trade union activity, national or social origin, property, gender or other status shall also be prohibited.
16. The performance of rights and obligations arising from employment relationships must be in accordance with good morals. No one may abuse these rights and obligations to the detriment of the other party to the employment relationship or co-workers, no one may bully, humiliate or otherwise persecute another employee (mobbing, bossing) and no one may be persecuted or otherwise punished at the workplace in connection with the performance of employment relationships, that he files a complaint, lawsuit or motion to prosecute another employee, his superior or his employer.

B) Characteristics and filling of university positions

1. The organizational structure of UPJŠ and the total number of jobs, broken down by university teachers, researchers and other staff, are determined by the Rector and approved by the Academic Senate of UPJŠ. The filling of jobs and functions is carried out in connection with the approved number and structure of jobs at the university according to Art. § 15 par. 2 letter b) of the Act on Higher Education Institutions and in accordance with the provisions of Art. 23 pt. 1 (a) d) and Art. 39 point 3 of the Statute of UPJŠ in Košice. The university has developed a system of jobs and functions of employees of faculties and other parts of the university. The systematisation includes the number of jobs, their structure and grades in terms of job catalogues.
2. In accordance with para. § 14 par. 1 and § 77 of the Act on Universities, as well as par. § 5 of Act no. 552/2003 Coll. as amended, the selection procedure at the university includes:
    a) positions of university teachers, with the exception of filling a position for a maximum of one year for part-time work or on the basis of an agreement on work performed outside the employment relationship,
    b) positions of researchers with the required second and third degree higher education, with the exception of filling positions for a maximum of one year for shorter working hours, or in projects if they are funded and filled only for the duration of the project,
    c) positions of university teachers as professors (professors),

   d) positions of university teachers in the position of associate professor (function of associate professor),
   e) positions (functions) of senior staff.
3. The special internal regulation "Principles of the selection procedure for filling the positions of university teachers, researchers, the positions of professors and associate professors and the positions of senior staff" regulates the method and process of the selection procedure in accordance with Art. § 15 par. 1 letter d) of the Higher Education Act.
4. The positions of senior staff of the university, which are filled by a selection procedure in accordance with the internal regulations of the university, issued pursuant to Art. § 15 par. 1 letter d) of the Higher Education Act are:
   a) bursar,
   b) directors of university workplaces,
   c) head of sections of the UPJŠ Rectorate,
   d) other senior staff of university workplaces, as determined by the internal regulations of the university or workplaces.
5. Positions of senior staff, which are listed in para. 4 of this Article are the functions covered by Art. § 8 par. 1 of 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 (hereinafter referred to as Act No. 553/2003 Coll., as amended) and are entitled to a management allowance after meeting the conditions set out in the cited of law.
6. The positions of senior staff of the university, for which an appointment is stipulated as a requirement to perform the function of a senior employee in the direct management of the Rector of the University in accordance with Art. § 42 par. 2 ZP are:
   a) bursar,
   b) directors of university workplaces.
7. Positions for which appointment is provided as a requirement to perform a function in accordance with Art. § 10 par. 10 and § 28 par. 2 and par. 8 of the Higher Education Act are:
   a) deans,
   b) vice-rectors,
   c) vice-deans.
8. The appointment is set out as a requirement for the performance of the function of senior staff referred to in Article 3 (B) (2). 6. In the capacity of senior staff referred to in Article 3 (B) (1) 6 are appointed and removed from office by the Rector and their employment is established by a written employment contract only after their appointment. If an employee who is already employed by the university is appointed to the position, the employer shall conclude an amendment to the employment contract with him / her for the performance of the relevant function on the basis of the appointment.
9. Employment with senior staff in Article 3 (B) (1) 6 is usually concluded for a definite period of one year and subsequently on the basis of work results for an indefinite period, unless otherwise agreed. A fixed-term employment relationship can be agreed for a maximum of two years (in accordance with the provisions of Section 48 (2) of the Labor Code). It may be extended or renegotiated no more than twice within two years without re-tendering. Further extension or renegotiation of employment for a certain period of up to two years or over two years is possible only if the performance of work by the manager is agreed in a valid collective agreement (provisions of § 48 paragraph 4 letter d) of the Labor Code) as work, u which it is possible to agree on a further extension or renegotiation of the employment relationship for a certain period of up to two years or over two years.

10. If the senior employee referred to in Article 3 (B) (1) 6 resigns or is removed from office, ceases to fulfill the appointment requirement set out in these Staff Regulations. If the employer does not have the possibility to continue to employ the employee, even for shorter working hours at the place agreed as the place of work, or if the employee is not willing to switch to another suitable job offered to him at the place agreed as the place of work, or to submit prior preparation for this other job, the employer may terminate his employment with him in accordance with Art. § 63 par. 1 letter d) and par. 2 ZP. The content of the previous sentence does not apply to vice-rectors, who are appointed and removed by the rector after approval by the academic senate of the university (provisions of § 10 par. 10 of the Higher Education Act).

C) Characteristics and filling of positions and functions of senior faculty staff

1. Filling of positions and functions at the faculty is carried out in accordance with the approved number and structure of positions at the faculty according to the provisions of § 33 par. 2 letter b) of the Higher Education Act. The total number of jobs, broken down by university teachers, researchers and other employees, is determined by the Rector on the proposal of the Dean and approved by the Academic Senate of UPJŠ. At the faculty, the internal systematization of jobs and functions of employees of faculties and other parts of the faculty is being developed, which is determined by a decision of the dean. The systematisation includes the number of jobs, their structure and grades in terms of job catalogues.
2. In accordance with para. § 14 par. 1 and § 77 of the Higher Education, as well as par. § 5 of Act no. 552/2003 Coll. as amended, at the faculties by a selection procedure conducted in accordance with § 15 par. 1 letter d) and par. e) of the Higher Education occupy:
    a) positions of university teachers, with the exception of filling a post for a maximum of one year for part-time work or on the basis of an agreement on work performed outside the employment relationship,
    b) positions of researchers with the required second and third degree higher education, with the exception of filling posts for a maximum of one year for shorter working hours, or in projects if they are funded and filled only for the duration of the project,
    c) positions of university teachers as professors and associate professors.
3. The staff assigned to the positions of university teachers work in the positions of professor, visiting professor, associate professor, assistant professor, assistant and lecturer.
4. A university teacher and researcher may have a maximum of three employment relationships with universities located in the territory of the Slovak Republic or operating in the territory of the Slovak Republic, concluded for the performance of work as a university teacher and researcher, with at most one of them he may perform work during the prescribed weekly working hours.
5. The selection procedure for the position of professor and the position of associate professor is also a selection procedure for the position of university teacher.
6. An employment relationship with a university teacher with an employee who does not have a scientific-pedagogical degree or an artistic-pedagogical title of "professor" or "associate professor" may be concluded on the basis of one selection procedure for a maximum of five years.
7. The position of associate professor and the position of professor may be filled without a scientific degree of "associate professor" or "professor" for a definite period together for a maximum of three years, taking into account employment at all public universities, state

universities and private universities; concurrent employment relationships are taken into account separately. An employment contract for the position of associate professor or professor concluded with a person without the scientific-pedagogical title "associate professor" or "professor" after the expiry of the period under the second sentence is invalid from the first day of the calendar month following its expiry.

8. The employment of a university teacher who does not have the scientific-pedagogical title of professor or associate professor, employed at the UPJŠ Faculty of Medicine and at the workplaces of faculties or universities, where the completion of a certain degree of specialized training is required than five years. This time will be determined by the dean for a maximum of ten years.
9. A university teacher may fill the position of associate professor or professor on the basis of one selection procedure for a maximum of five years. If the university teacher has held the position of associate professor or professor at least a third time, the total time of which he has held in those positions has reached at least nine years, and has, in the case of associate professor, a scientific-pedagogical degree or an artistic-pedagogical title "associate professor" , and in the case of the position of professor, scientific-pedagogical degree or artistic-pedagogical title "professor", he acquires the right to an employment contract with this university for the position of university teacher and to be included in this position for a definite period until reaching the age of 70.
10. If a university teacher holds the position of rector or dean of a higher education institution and during his / her term of office in this position his / her employment shall be terminated on the basis of an employment contract or due to reaching the age of 70 according to para. Article 3 (C) in paragraph 9, his employment shall end at the end of his term of office.
11. Rector or the Dean, in the case of an employee assigned to the faculty, may enter into an employment relationship with a person over the age of 70 for the position of a university teacher, for a maximum of one year; in this way it is possible to conclude an employment relationship repeatedly.
12. The positions of researchers are filled in the structure of positions by a senior researcher, an independent researcher, a scientific researcher, a researcher, and a professional technical worker. The structure and criteria for filling the positions of scientific research staff are determined by the university in an internal regulation.
13. The employment of a researcher is usually concluded for a definite period, for a maximum of two years. Further extension or renegotiation of the employment relationship for a certain period of up to two years or over two years with the researcher with regard to the nature of the activity of the workplace is possible according to § 48 par. 4 letter d) or § 48 par. 6 of the Labor Code.
14. With the researchers designated by the internal rules referred to in Article 3 (C) (1) 12 or with members of a top scientific team up to 35 years in the position of a university teacher, resp. researcher, an employment contract may be concluded for a maximum period of five years. With the researchers designated by the internal rules referred to in Article 3 (C) (1) 12 or with members of a top team over 35 years in the position of a university teacher, resp. researcher, an employment contract may be concluded for an indefinite period, after fulfilling the conditions in accordance with the Higher Education Act. The top scientific teams include those UPJŠ teams identified by the Accreditation Committee, an advisory body of the Government of the Slovak Republic, or the UPJŠ CoR at the proposal of the Rector.
15. A renegotiated fixed-term employment relationship is an employment relationship that is to arise before the expiration of six months after the end of the previous fixed-term employment relationship between the same participants.

16. If the termination of the employment of a university employee is immediately followed by the creation of a new employment at the university, it is one employment.
17. Without a selection procedure for the position of university teacher, the Rector or the Dean may recruit a part-time employee for a maximum of one year or conclude agreements on work performed outside the employment relationship.
18. Positions of senior staff of the faculty, which are filled by selection procedures in accordance with Art. § 32 paragraph 1 of the Act on Higher Education Institutions and Art. § 5 of Act no. 552/2003 as amended are:
    a) faculty secretary,
    b) senior staff of economic-administrative and information workplaces and special-purpose facilities of faculties,
    c) senior staff of pedagogical, research, development and clinical workplaces resp. faculty institutes,
    d) senior staff of clinical workplaces resp. institutes of faculties, which are also specialized teaching facilities established in accordance with Art. § 35 par. 1 and par. 2 letter a) of the Higher Education Act,
    e) other positions of the senior staff of the faculty, which will be determined by the internal regulations of the faculties.
19. The positions of senior staff referred to in Article 3 (C) (2) 18 are functions covered by Art. § 8 par. 1 of Act no. 553/2003 Coll. as amended and is entitled to a surcharge for driving after meeting the conditions specified in the cited law.
20. Employment with senior staff in Article 3 (C) (2) 18 pis. (a) and (b) shall be concluded on the basis of the results of a selection procedure, normally for a fixed period of one year. On the basis of the job results, an employment relationship for an indefinite period or again for a definite period may be concluded with the relevant manager without further selection procedure. A fixed-term employment relationship can be agreed for a maximum of two years (in accordance with the provisions of Section 48 (2) of the Labor Code). It may be extended or renegotiated no more than twice within two years without re-tendering. Further extension or renegotiation of employment for a certain period of up to two years or over two years is possible only if the work of the manager is agreed in a valid collective agreement (provisions of § 48 paragraph 4 letter d) of the Labor Code) as work, u which it is possible to agree on a further extension or renegotiation of the employment relationship for a certain period of up to two years or over two years. 21. Leading employees of pedagogical, research, development, clinical workplaces resp. Institutes of faculties are university teachers who manage and carry out university teaching and activities in the field of science, research and development within the scientific and professional focus of workplaces. As they are not under the direct management of the Rector, appointment as a requirement to perform the function of senior staff is not specified. Occupancy the position of heads of pedagogical, research, development, clinical workplaces resp. institutes of faculties may be agreed on the basis of the results of one selection procedure for a definite period lasting a maximum of four years. Occupancy the position of heads of clinical workplaces resp. institutes of faculties, which are also specialized teaching facilities established in accordance with Art. § 35 par. 1 and par. 2 letter a) of the Act on Higher Education Institutions can be agreed on the basis of the results of one selection procedure for a definite period of five years.
22. The requirement for the proper performance of the agreed work of senior staff and employees of pedagogical, research or development workplaces who carry out practical training in a specialized teaching medical facility is a concluded employment relationship in the position of a manager or. employee at the employer where a specialized training

facility is established, if so provided by the contract on practical training and the establishment of a specialized training facility. If the employee does not meet or ceases to meet this requirement for the proper performance of the agreed work without the fault of the employer, the employer may apply the procedure pursuant to the provisions of Section 63 of the Labor Code.

23. If a candidate who is already employed by the university succeeds in the selection procedure for the position of manager, the employer will conclude an amendment to the employment contract with him for the performance of the relevant position. The term of office shall end on the day of expiry of the term of office or on the day of termination of employment under the employment contract, unless the termination of the employment relationship is immediately followed by the creation of a new employment relationship at the university before the term of office. In this case, the employer shall conclude an amendment to the employment contract with the employee to extend the duration of the employment relationship while maintaining the duration of the performance of the function without repeating the selection procedure to fill the position of senior employee.
24. The selection procedure shall verify the competences and expertise of the candidate which are necessary and also necessary or appropriate having regard to the nature of the duties to be performed by the staff member in the position or function for which the selection procedure is being called.
25. The employer is obliged to observe the principle of equal treatment in labor relations established by Act no. 365/2004 Coll. on Equal Treatment in Certain Areas and on Protection against Discrimination and on Amendments to Certain Acts, as amended (Anti-Discrimination Act). In accordance with the principle of equal treatment, discrimination on grounds of marital or family status, color, language, political or other opinion, trade union activity, national or social origin, property, gender or other status shall also be prohibited.
26. Details of selection procedures for filling the positions and functions of senior employees of the faculty are contained in a separate internal regulation of UPJŠ issued in accordance with Art. § 15 par. 1 letter d of the Higher Education Act.
27. The details of selection procedures for filling the positions of leading employees of pedagogical, research or development workplaces of the faculty, which carry out practical teaching in specialized teaching medical facilities (heads of clinical workplaces and institutes of UPJŠ Faculty of Medicine), are regulated by the contract on establishment of specialized teaching facility concluded with the relevant medical facility, which is approved by the Academic Senate of UPJŠ in Košice.

Art. 4 Representation of employees, handover of function

1. If the senior employee is absent from the workplace for a short time (less than 4 weeks) for health or other reasons, he is represented by a staff member designated by him or his superior in writing. For representation, which lasts longer than four weeks, a written authorization from the Rector, resp. the Bursar or the Dean of the Faculty, while the representing employee is entitled to a surcharge for representation in accordance with Art. § 9 of Act no. 553/2003 Coll. as amended.
2. In the event of a sudden and justified absence of an employee from the workplace (illness, etc.), the manager directly determines the superior employee who will represent the absent employee.
3. The represented senior employee is obliged to inform the substitute employee about his rights and obligations, about the status of the performance of tasks and to draw his

attention to important circumstances and work obligations, the fulfillment of which must be ensured.

4. The representative is obliged to submit a report on the status of performance of the tasks to the represented party after the end of the substitution.
5. When handing over the position of a senior employee, as well as at each termination of the employment of such an employee, a record of the handing over and taking over of the agenda shall be drawn up and signed by the transferring, taking over and superior employee. The staff member who takes over the agenda shall be appointed by the relevant senior staff member.
6. The minutes on the submission and acceptance of the agenda must contain, in particular, an overview of the status of performance of work and other tasks of a specific section, files, correspondence, inventory and other materials.
7. A similar procedure shall apply to the transfer of a position or termination of employment of employees to whom the superior, due to the importance of the transferred position or due to the material responsibility of the employee, imposes the obligation to submit the agenda in writing.

Art. 5 Part-time employment

1. The employer may agree with the employee in the employment contract shorter working hours than the established weekly working hours.
2. The employer may agree with the employee to change the established weekly working time to a shorter weekly working time and to change the shorter weekly working time to the established weekly working time.
3. Shorter working hours do not have to be scheduled over all working days.
4. A part-time employee is entitled to a salary corresponding to the agreed shorter working time.
5. A part-time employee may not be favored or reduced in comparison with a full-time employee.
6. The employer informs employees and employee representatives in an appropriate manner about the possibilities of part-time jobs and for the established weekly working hours, on the notice board of the university or that part of it where the job was vacated, resp. on the university's website.

Art. 6 Change of agreed working conditions

1. The agreed content of the employment contract can be changed only if the employer and the employee agree to change it (provision of § 54 of the Labor Code) on the basis of the employee's request or for reasons on the part of the employer. The employer is obliged to make a change to the employment contract in writing.
2. The employee is obliged to perform work of a different kind or at a different place than agreed in the employment contract only exceptionally, in the cases provided for in para. 3 and 5 of this Article.
3. The employer is **obliged** to reassign the employee to another job if:

   a) due to his medical condition, the employee has lost the long-term ability to continue to perform previous work, or if he is not allowed to do so due to an occupational disease

or threat of such a disease, or if he has reached the maximum permissible exposure at the workplace determined by a decision of the competent public health authority,

b) a pregnant woman, a mother until the end of the ninth month after giving birth and a breastfeeding woman performing work which must not employ them or which, according to a medical opinion, endangers her pregnancy or maternity mission,
c) it is necessary according to a medical opinion or a decision of a state administration body in the field of public health in order to protect the health of other persons against communicable diseases (hereinafter referred to as a "quarantine measure"),
d) it is necessary according to a valid decision of a court or other competent authority,
e) an employee working at night on the basis of a medical report is recognized as unfit for night work,
f) a pregnant woman, a mother by the end of the ninth month after giving birth and a nursing woman working at night will ask to be transferred to day work.

4. If the purpose of the reassignment according to para. 3 of this article by reassignment of the employee within the employment contract, the employer may reassign the employee in these cases, in agreement with him, to work of a different type than agreed in the employment contract.
5. The work to which the employer reassigns the employee according to para. 4, must correspond to the medical fitness of the employee to work. The employer is also obliged to take into account that this work is suitable for the employee with regard to his abilities and qualifications.
6. The employer **may reassign** the employee, without his consent, to the time strictly necessary for work other than that agreed, if this is necessary to avert an emergency or to mitigate its immediate consequences.
7. The employer is obliged to discuss in advance with the employee the reason for reassignment to another job and the period during which the reassignment should last. If the reassignment of the employee changes the employment contract, the employer is obliged to give him a written notice of the reason for reassignment to another job and its duration, except in the cases referred to in para. 6.
8. Reassignment of an employee is possible only to a vacancy (vacant or newly created) job, which is not filled by a selection procedure.
9. The reassignment or partial reassignment, unless it is a reassignment in accordance with point 3 or point 6 of this Article, to another or another agreed place of work shall be carried out by agreement of the direct senior emloyees and with the consent of the staff member. A written record of the reassignment of the employee shall be made and prepared by the party proposing the reassignment. If the employee is transferred to another type of work within the same organizational unit, the registration will be made by the direct senior employee.
10. The reassignment note is approved by:
    - the Rector, if the employee is reassigned within the Rector's Office and other parts of the university,
    - the dean, if the employee is reassigned within the faculty and other parts of the faculty,
    - deans in the order: the faculty to which the employee is reassigned and then the faculty from which the employee is reassigned, if the employee is reassigned within the faculties and other parts of the faculties,
    - the rector and then the dean if the employee is transferred from the faculty or other parts of the faculty to the rectorate or other parts of the university,

- the dean and then the rector if the employee is transferred to the faculty or its parts from the rectorate or other parts of the university.

11. If the employee is reassigned or partially reassigned to another job or to another position within the faculty, resp. as part of the other components, the approved record of the reassignment of the employee shall be delivered to the relevant personnel department by the head of the workplace to which the employee is reassigned. On the basis of the submitted approved minutes, the personnel department will draw up an agreement on the change of working conditions and a decision on salary. In the case of partial reassignment, the agreement on the change of working conditions shall state the regular workplace of the employee, which represents the basic organizational classification of the employee in the organizational structure of the faculty and usually also the scope of division of work and subordination in relation to job tasks.
12. If an employee is reassigned or partially reassigned from one faculty to another faculty, from a faculty to other parts of the university or vice versa, the transferred enrollment and personal file of the employee shall be delivered by the transferring personnel department to the personnel department to which the employee will belong. On the basis of the submitted approved minutes, this personnel department will draw up an agreement on the change of working conditions and a decision on salary. In the case of partial reassignment, the agreement on the change of working conditions shall state the employee's regular workplace, which represents the employee's basic organizational classification in the university's organizational structure and, as a rule, the scope of division of work and subordination in relation to work tasks.
13. If the decision of the employee's request for reassignment or partial reassignment or when deciding on the proposal of the manager for reassignment or partial reassignment to another type of work or to another workplace did not reach a consensus of the affected workplaces, it is possible to ask the rector of the university.
14. Unless otherwise agreed in the employment contract when changing the agreed working conditions, the employee is not entitled to renew the previously agreed conditions in the event of reassignment or partial reassignment.
15. Prior to the reassignment of an employee, the direct senior employee shall ensure a new division of work activities and the transfer of the function pursuant to Art. 4 of this part of the Rules of Procedure.

Art. 7 Termination of employment

1. **The employment relationship between the employer and the employee can be terminated by :**
   a) agreement,
   b) notice given by the employer,
   c) notice given by the employee,
   d) immediate termination by the employer,
   e) immediate termination by the employee,
   f) termination during the trial period,
   g) upon expiry of the time of the employment contract agreed for a certain period,
   h) in the circumstances specified in the ZP[1] in the case of the employment of an alien or a stateless person, unless the termination has already taken place in another way.

[1] § 59 par. 3 ZP.

2. In the case of university teachers, the employment will end at the end of the academic year in which they reach the age stipulated by the Higher Education Act, unless their employment has ended earlier according to special regulations. If the employment of a university teacher who holds the position of Rector or Dean is to be terminated on the basis of an employment contract or due to reaching the age specified in the previous sentence, his employment shall be terminated at the end of his term of office.
3. With the death of the employee, the employment relationship terminates.
4. The employer may terminate the employment relationship only in accordance with Art. § 63 et seq. ZP.
5. The employer is obliged to discuss the termination or immediate termination of employment by the employer with the employees' representatives in advance, otherwise the termination or immediate termination of employment is invalid. The employee representative is obliged to discuss the termination by the employer within 7 working days from the date of delivery of the written request by the employer and immediate termination of employment within 2 working days from the date of delivery of the written request by the employer. If no negotiation takes place within the specified time limits, it shall be deemed that the negotiation has taken place
6. The notice periods are set out in Art. § 62 ZP.
7. If the employee does not remain with the employer during the period of notice, the employer is entitled to monetary compensation up to the amount that is the product of the average monthly earnings of this employee and the length of the notice period, if agreed in this employment contract; the monetary compensation agreement must be in writing, otherwise it is invalid.
8. During the period of notice, the employee and the employer are obliged to fulfill all obligations arising for them from the employment relationship. During this period, the employee is obliged to take the rest of the leave, unless, exceptionally, otherwise agreed with the employer.
9. Before the termination of the employment relationship, the employee is obliged to inform the immediate superior senior staff about the status of performance of the assigned tasks and according to the instructions of the superior employee to submit the agenda in accordance with Art. 4 of these Rules of Procedure. The employee is obliged to hand over the assigned work aids and objects in a condition that corresponds to the usual wear and tear, as well as the borrowed professional literature. Prior to the termination of the employment of an employee with whom an agreement on material liability has been concluded, the employer shall ensure an inventory of the entrusted funds. The senior employee will ensure that a record is made of the result of the inventory.

PART III RIGHTS AND OBLIGATIONS

Art. 8 Rights and Obligations of employees

1. The rights and obligations of employees result in particular from the basic principles set out in Articles 1 to 11 of the Labor Code, para. § 13, § 47 and § 81 and § 82 of the Labor Code, § 8 to § 10 of Act no. 552/2003 as amended, Act. no. 124/2006 Coll. on safety and health protection at work and on the amendment of certain laws as amended, other labor law regulations of the concluded collective agreement.
2. Participation of employees in labor relations through a trade union body is regulated in the tenth part of the Labor Code (provisions of § 229 et seq.). Employees participate through the relevant trade union body in creating fair and satisfactory working conditions by

a) co-decision,
b) negotiation,
c) right to information,
d) control activity.

3. Employees have the right to collective bargaining only through the relevant trade union body (provisions of § 229 para. 6 of the Labor Code). A trade union body is a body of a trade union. In collective bargaining, it represents the interests of all employees. The trade union body concludes with the employer KZ. The procedure for concluding collective agreements is established by a special regulation (Act No. 2/1991 Coll. On Collective Bargaining, as amended).
4. Other rights of employees in terms of generally applicable legal regulations are enshrined in the UPJŠ Statute, in the UPJŠ Organizational Rules, in the UPJŠ Organizational Rules and in the UPJŠ Collective Agreement.
5. The employer may not, without serious grounds based on the specific nature of the employer's activities, infringe on the employee's privacy at the workplace and in the employer's common areas by monitoring him, recording telephone calls made by the employer's technical work equipment and checking e-mail sent from and delivered to the work e-mail address. to warn him in advance. If the employer implements a control mechanism, he is obliged to discuss with the employees' representatives the scope of the control, the method of its implementation, as well as its duration and inform the employees about the scope of the control, the method of its implementation and its duration.

A) Employees' rights

Employees have the **right** in particular:

a) require the definition of the rights and obligations arising for them from their job and function,
b) require the creation of conditions necessary for the performance of work tasks in accordance with legal regulations,
c) timely information on all important decisions of the employer and on other measures concerning their work and affecting it,
d) salary for work performed,
e) submit suggestions, complaints and comments,
f) be organized in a trade union,
g) to elect and be elected to the academic bodies and academic functions of the employer in accordance with the Act on Higher Education Institutions, the Statute of the UPJŠ in Košice and the statutes of the faculties,
h) to provide information on the economic and financial situation of the employer and on the foreseeable development of his activity, in a comprehensible manner and at an appropriate time; to comment on this information and on the forthcoming decisions to which they may submit their proposals,
i) treatment by the employer which respects the principle of equal treatment in employment relations and the prohibition of discrimination in employment and working conditions, including pay and dismissal, access to vocational training, membership and trade union organization,
j) according to par. § 13 par. 5 ZP to submit complaints to the employer in connection with the violation of the principle of equal treatment,
k) to seek effective legal protection of their rights arising from employment relationships by bringing an action before a competent court.

B) Rights of senior staff

In addition, senior staff have the following additional **rights**, in particular:

a) propose and, after approval, make organizational changes to their workplace,
b) propose the creation, change or termination of employment of subordinate employees in accordance with generally applicable legal regulations,
c) propose salary classification, other salary requirements and remuneration of subordinate employees,
d) in accordance with the employer's instruction, to carry out an inspection in the presence of the employees' representative in order to comply with the treatment regime of the incapacitated subordinate employee in accordance with Art. § 9 par. 4 Act. no. 462/2003 Coll. on the compensation of income in the event of temporary incapacity for work of an employee and on the amendment of certain laws as amended.

C) Employees obligations

Employees within the meaning of Art. § 47, § 81 ZP and § 8 to § 10 of Act no. 552/2003 Coll. as amended, the following interests are **obliged** in particular:

a) according to the instructions of the employer, perform work in person according to the employment contract within the specified working hours and observe work discipline,
b) work responsibly and properly, follow the instructions of superiors issued in accordance with legal regulations,
c) be present at the workplace at the beginning of working hours, use working hours for work and leave it only after the end of working hours,
d) comply with the Constitution of the Slovak Republic, constitutional laws, laws and other generally valid legal regulations, internal regulations of the university relating to the work performed by it, respect and protect human dignity and human rights,
e) undergo an extraordinary medical examination in relation to the nature of the employee's work activity, which will be provided to the employee by the employer, if he has reasonable doubts about his physical or mental health fitness for work,
f) during the period in which he is entitled to compensation for income in case of temporary incapacity for work according to a special regulation, to observe the treatment regime determined by the attending physician,
g) to ensure the economical and efficient management and use of financial resources;
h) to manage properly the means and equipment entrusted to him by the employer and to protect his property from damage, loss, destruction and misuse and not to act contrary to the legitimate interests of the employer,
i) notify the superior senior employee of the loss or damage of property owned or managed by the employer,
j) to act and decide impartially and to refrain from performing work in the public interest of anything that could jeopardize confidence in the impartiality and objectivity of proceedings and decisions,
k) refrain from any action which might lead to a conflict between personal and public interests,
l) refrain from proceedings which result in unjustified promises or obligations which would bind the employer,
m) to maintain secrecy about facts which the employee learned during the performance of work in the public interest and which in the interest of the employer can not be

communicated to other persons, even after termination of employment, does not apply, as relieved of this obligation by the statutory body or manager employee, unless a special regulation provides otherwise,

n) not to misuse information obtained in connection with and in the course of employment for his own benefit or for the benefit of close persons or other natural or legal persons; this obligation applies even after the termination of employment,
o) notify the employer that he has been convicted of an intentional criminal offense or that he has been deprived of his legal capacity or that his legal capacity has been restricted,
p) appropriate to the job classification know the tasks, organization of work and the scope of organizational parts in which he is included, to know the tasks of the employer to the extent necessary for the performance of their own activities,
q) fulfill the reporting obligation - within three working days to notify the employer in writing of any change in personal data, change in insurance relations with the relevant health insurance company, decision on requesting old-age, early old-age, disability or retirement pension and other facts relevant to claims from employment, etc., and to notify the employer of the facts that affect sickness insurance and income tax deductible items, to declare the duration of the court's ordered performance, maintenance obligation, etc., for non-compliance with the said reporting obligation, the employee is fully responsible, including any financial consequences,
r) when leaving the workplace, always lock the entrusted areas and check that electrical appliances, lighting, closed windows, etc. are switched off, depending on the nature of the workplace,
s) comply with internal regulations and obligations when using the applications of the university information system AIS, electronic communication (university email) and other applications according to the job classification,
t) keep the file agenda in accordance with the Registry Rules and the UPJŠ Registry Plan according to the job classification.

D) Obligations of senior staff

Senior staff, except for the duties of the employee and the basic duties of senior staff according to par. § 82 of the Labor Code are **obliged** in particular to:

a) manage and control the work of employees,
b) create conditions for the employment of employees with disabilities in accordance with the Employment Services Act;
c) create favorable working conditions for employees, take care of safety and health at work,
d) ensure the participation of newly hired employees in the initial instruction on occupational health and safety and fire safety,
e) acquaint employees with tasks, responsibilities and rights,
f) to assign to employees the work agreed in the employment contract in accordance with the description of activities given in the catalogs of work activities for the performance of work in the public interest,
g) observe the rules of decency and good manners in the workplace in order to create a favorable working atmosphere, motivate subordinate employees and perform quality work tasks,
h) create favorable conditions for raising the professional level of employees and for satisfying their social needs, to ensure compliance with legal and other regulations, in

particular to lead employees to work discipline, to appreciate their initiative and work effort,

i) ensure that there is no breach of work discipline or non-performance of work duties,
j) ensure the remuneration of employees in accordance with generally binding legal regulations, internal regulations of the university, the collective agreement and the employment agreement,
k) get acquainted with the UPJŠ Rules of Procedure and to acquaint its subordinate employees with its content, to ensure its public accessibility at the workplace, to apply its principles and to require their observance,
l) get acquainted with the content of the UPJŠ Collective Agreement and to ensure the fulfillment of the agreed obligations within the scope of its competence,
m) use workplace consultations and employee suggestions to improve work,
n) participate at the invitation of meetings organized by the Rector, Dean, Bursar, to ensure the implementation of the conclusions of these meetings,
o) comply with the conditions of business, performance of other gainful activities of senior employees and the conditions of membership in management, control or supervisory bodies in accordance with Art. § 9 of the Act on the performance of works in the public interest,
p) file a property declaration in accordance with Art. § 10 of the Act on the Performance of Work in the Public Interest.

E) Rights and obligations of employees in relation to safety and health at work, consumption of alcoholic beverages and non-smoking

1. In particular**, the employee has the right to:**
   a) discuss with the employer all occupational safety and health issues related to his work; if necessary, experts in the field may also be invited to the meeting by mutual agreement,
   b) refuse to perform work or leave the workplace and go to safety if he has reasonable grounds for believing that his life or health, or the life or health of others, is immediately and seriously endangered.
2. **Employee is <u>obliged</u> to:**
   a) comply with the legislation and other regulations for ensuring safety and health at work, the guidelines for ensuring safety and health at work, the principles of safe work, the principles of health and safety at work and the designated working practices with which it has been duly and demonstrably acquainted,
   b) cooperate with the employer and the employees' representatives for safety and health at work to the extent necessary to enable them to fulfill their obligations to ensure safety and health at work and the tasks assigned to them by the relevant labor inspectorate or supervisory authority,
   c) to carry out work, operate and use work equipment, materials, dangerous substances and other equipment in accordance with:
      ca) instructions for use with which he has been duly and demonstrably acquainted,
      cb) knowledge that is part of the knowledge and skills within the acquired professional competence,
   d) operate work equipment and perform activities with a higher risk, which are stipulated by special regulations, only if he has a certificate or license for their operation and performance and if he is authorized by the employer for such operation or performance of activities,

e) use safety and protection equipment properly, do not take it out of service and change it arbitrarily,
f) use personal protective equipment assigned in the specified manner,
g) observe the prohibition on entering the area, stay in the area and perform activities stipulated by special regulations that could directly endanger his life or health,
h) take part in acquaintance and other training provided by the employer in the interest of safety and health at work and to undergo verification of his knowledge,
i) undergo medical preventive examinations in relation to work,
j) notify without undue delay to the manager or, as appropriate, to the safety technician, the employee safety representative, of those deficiencies which could endanger safety or health at work, in particular the immediate and serious threat to life or health, and to participate in their elimination as far as possible,
k) not to consume alcoholic beverages, narcotics and psychotropic substances at the workplaces and premises of the employer and during working hours when performing work tasks outside these workplaces and premises, not to start working under their influence,
l) comply with the ban on carrying weapons, ammunition and explosives and handling them on the employer's premises,
m) to undergo an examination performed by the employer, resp. an employee authorized by him or the competent state administration body to determine whether the employee is under the influence of alcohol, narcotics or psychotropic substances,
n) comply with the ban on smoking on the employer's premises and to comply with the valid legal regulations and internal regulations of the university on the protection of non-smokers.

3. **The Rector, the Dean, the Bursar or the relevant senior employee and the head of the OSH, PO and CO UPJŠ** department are entitled to instruct the employee to undergo an examination to determine whether he is under the influence of alcohol, drugs or other narcotic and psychotropic substances. If the examination confirms the effect of alcohol, drugs or other narcotic and psychotropic substances, or if the employee refuses such an examination, the manager will rather record it and submit it to the Rector, resp. dean together with a proposal for a sanction. If the result is positive, the costs of performing the test shall be borne by the employee concerned. A positive finding of ingestion of prohibited substances or a refusal to submit to the finding will be qualified as a serious breach of work discipline, for which the employer may immediately terminate the employment relationship or give the employee dismissal from the employment relationship.
4. **The prohibition on the consumption of alcoholic beverages** at the workplaces and premises of the employer and during working hours and outside these workplaces does not apply to an employee for whom, exceptionally, the consumption of alcoholic beverages is part of the performance of work tasks or is usually associated with these tasks.

5. **The senior employee is obliged** to immediately report the deficiencies identified in the field of safety and health at work to his / her superior, if the implementation of the necessary preventive measures and protective measures is beyond the scope of his / her work duties.

F) Staff restrictions

1. In accordance with para. § 8 of Act no. 552/2003 Coll. as amended, the employee **may not**, in particular:

a) carry out an activity which would significantly reduce his or her dignity in relation to the function performed or would jeopardize his or her impartiality;
b) to mediate business relations for oneself or another natural person or legal entity
   – with the state,
   – with the village,
   – with a higher territorial unit,
   – with a state enterprise, a state special-purpose fund, the National Property Fund of the Slovak Republic and another legal entity established by the state,
   – with a budgetary organization or a contributory organization, another legal entity established by the municipality,
   – with a budgetary organization or a contributory organization, another legal entity established by a higher territorial unit, or
   – with another legal entity with the ownership participation of the state, the National Property Fund of the Slovak Republic, a municipality or a higher territorial unit; this does not apply if such activity results in the employee's performance of work in the public interest,
c) to demand or accept gifts or other benefits or to induce others to provide gifts or other benefits in connection with and in the performance of work in the public interest; this does not apply in the case of gifts or other benefits usually provided in the performance of work in the public interest or by law or by the employer,
d) to acquire property from the state, a municipality, a higher territorial unit or the National Property Fund of the Slovak Republic other than in a public tender or in a public auction, unless a special regulation provides otherwise, this also applies to persons close to the employee,
e) use symbols associated with the performance of work in the public interest for personal gain,
f) to misuse the benefits resulting from the performance of work in the public interest, even after the termination of the performance of such work,
g) to make false declarations relating to the performance of work in the public interest;
   in addition to his employment performed in an employment relationship, to perform other gainful activity, which has a competitive character for the subject of the employer's activity without the prior written consent of the employer. If the employer does not comment within 15 days of receiving the employee's request, it is valid that he has given his consent; the employer is entitled to revoke the granted consent in writing for serious reasons; in the written withdrawal of consent, the employer is obliged to state these reasons. Upon revocation of the consent of the employer pursuant to the first sentence, the employee is obliged to terminate other gainful activity without undue delay in the manner resulting from the relevant legal regulations. The consent of the employer according to this par. is not required for the performance of scientific, pedagogical, journalistic,lecturing, literary and artistic activities,
h) perform other gainful activities during working hours at workplaces and on the premises of the university, as well as outside them and with the use of university property.

2. An employee in accordance with Art. § 9a of the Act on the Performance of Work in the Public Interest **may**, in addition to his employment performed in an employment relationship, carry out a gainful activity which is identical with the subject of the employer's activity, **without his consent:**
   a) on a project of European Union development aid to other countries, implemented by a ministry or other central state administration body on behalf of the European Union and financed by the European Union,

   b) when assessing a project financed from the state budget of the Slovak Republic or from other sources, the subject of which is the implementation of the supervision program.
3. After consultation with the employees' representatives, the employer may temporarily suspend the employee's work for a maximum of one month, if the employee is reasonably suspected of a serious breach of work discipline and his further work would jeopardize the employer's important interest. During this period, he is entitled to a wage compensation of at least 60% of his average earnings.

G) Entrepreneurship, other gainful activities of senior employees and membership in management, control or supervisory bodies

1. A senior employee who performs the function of the statutory body of the employer **may not** engage in business or other gainful activity and may not be a member of the management, control or supervisory bodies of legal entities that carry out business activity. The prohibition on membership of the management, control or supervisory bodies of legal persons shall not apply to such manager if he is seconded to the management, control or supervisory body of a legal person by the employer and if such activity results from the performance of his work; such manager may not receive remuneration, other income or any other benefit from the legal person concerned.
2. The restrictions laid down in para. 1 of this Article shall not apply to the provision of health care in state health care facilities or in non-state health care facilities established by the municipality, higher territorial unit, scientific activity, pedagogical activity, teaching activity, lecturing activity, journalistic activity, literary or artistic activity, the activities of a mediator and an arbitrator in collective bargaining and for the administration of one's own property or for the administration of the property of one's minor children, for activity in a government advisory body, for the activity of a member in a review commission and for activities arising from projects financed from European Union programs.
3. A senior employee who performs the function of a statutory body may perform the activity of an expert, interpreter or translator only if this activity is performed for a court, for another state body, for a municipality or for a higher territorial unit.
4. Restriction according to par. 1 of this Article shall also not apply to
   a) the participation of a senior official acting as a statutory body in a European Union development aid project to other countries, implemented by a ministry or other central government body on behalf of the European Union and financed by the European Union,
   b) the activity of a senior employee who performs the function of a statutory body in assessing a project financed from the state budget of the Slovak Republic or from other sources,
   c) activities aimed at implementing the supervision programme.
5. A senior employee who performs the function of a statutory body is obliged to terminate another gainful activity, business or membership in the management, control or supervisory bodies of legal entities that perform business activities in a manner arising from the relevant legal regulations within 30 days from the day of his appointment to the position of senior employee.

PART IV
WORK DISCIPLINE

Art. 9 Breach of work discipline

1. Each employee is obliged to observe work discipline, he is obliged to fulfill all obligations arising from his employment.
2. Breach of work discipline consists in the culpable breach, non-compliance or neglect of the employee's obligations arising from the employment contract, collective agreement, employment regulations, generally binding legal regulations, or non-compliance with an order or instruction placed by a superior.
3. The employer may not consider it a failure to fulfill an obligation if the employee refuses to perform the work or comply with an instruction which
   –are contrary to generally binding legislation or good morals, - they directly and seriously endanger the life or health of the employee or other persons.

4. **<u>For a less serious breach of work discipline</u>**, for which the employee may be dismissed in accordance with Art. § 63 par. 1 letter e) ZP, the employer considers in particular:
   a) demonstrable non-use of working time,
   b) unreasonable stay at the workplace after working hours without the prior consent of the superior, arbitrary leaving of the workplace during working hours without the permission of the direct superior employee,
   c) inappropriate behavior towards other employees (swearing, insults, finger-pointing), violation of the principles of decency, good manners and cooperation in the workplace, unauthorized entry of an employee into the office of another employee without consent during his absence from the workplace,
   d) non-observance of working hours, unjustified late arrival and early departure from the workplace, non-use of working time to perform work tasks,
   e) entry of false data, as well as entry of another employee in the attendance register,
   f) non-compliance with the obligation to wear protective equipment,
   g) non-participation in mandatory employee training organized by the employer for the purpose of deepening qualifications or knowledge of regulations in the field of safety and health at work,
   h) violation of the smoking ban,
   i) damage to the employer's property due to negligence,
   j) breach of the obligation to notify under Part III. Art. 8 (C) (a) o) these rules,
   breach of fulfillment of obligations pursuant to Art. Article 8 (C) (a) e) of these Rules.
   Sanctions:
   For a **less serious breach of work discipline**, the employer may give notice to the employee if he has been notified in writing of the possibility of termination in the last six months in connection with the breach of work discipline (Section 63 (1) (e) of the Labor Code).
5. **<u>For a serious breach of work discipline</u>**, for which the employee may immediately terminate the employment relationship in accordance with Art. § 68 of the Labor Code, the employer considers <u>in particular</u>:
   a) unjustified absence from work;
   b) taking up employment or performing work under the influence of the consumption of alcoholic beverages, drugs or other narcotic and psychotropic substances, the consumption and administration of alcoholic beverages or narcotics at work during working hours at the employer's workplaces or during a business trip,

c) entry of false data in the attendance register, fraud in reporting work, if such conduct has a serious impact on the existence and content of the employee's employment relationship,
d) refusal to submit to the examination performed by the employer, resp. an employee authorized by him or the competent state administration body to determine whether the employee is under the influence of alcohol, drugs, narcotics or psychotropic substances,
e) breach of the employee's obligation to maintain confidentiality in accordance with applicable legal regulations on personal data protection,
proven violent act against a manager, co-worker, resp. other staff, student, or doctoral student on the premises and at the employer's workplaces, rioting, physical assault of other persons, vulgar and rude behavior in the workplace towards subordinate employees or other employees, sexual harassment of colleagues, students, violation of the Code of Ethics of UPJŠ by university teachers,
f) violation of health and safety at work regulations and other legal regulations, if as a result a work accident or an occupational disease may have occurred or occurred,
g) violation of legal regulations and internal regulations of the employer, which are directly related to the performance of work by individual employees under the employment contract, in a material manner,
h) theft, resp. attempts to steal the employer's property as well as the property of other employees; theft of documents, audio, video and data records of the employer,
i) accepting bribes, gifts or other benefits from foreign entities in connection with the performance of work,
j) damage to the good name of the employer in a verbal or non-verbal manner in public,
k) violation of the established conditions of business or study trips,
l) violation of the conditions of the treatment regime determined by the doctor during the temporary incapacity for work of the employee, detected by the control activity of the employer or the social insurance body,
m) intentional damage to the employer's property,
n) unauthorized use of an employer's motor vehicle on a private journey.

Sanctions:

Serious breach of work discipline entitles the employer to immediately terminate the employment relationship with the employee pursuant to Section 68 of the Labor Code. If the reasons for the immediate termination of employment have been fulfilled by the employee's conduct, the employer may terminate the employment in the event of a serious breach of work discipline instead of immediate termination by terminating § 63 para. 1 letter e) ZP).

6. If the employer wants to give the employee dismissal for breach of work discipline, he is obliged to inform the employee of the reason for the dismissal and allow him to comment on it.

PART V LABOR PROTECTION

Art. 10 Obligations of the employer in the field of labor protection

1. Labor protection is a system of measures resulting from legislation, organizational measures, technical measures, health measures and social measures aimed at creating

working conditions ensuring safety and health at work, maintaining the health and working ability of the employee. Labor protection is an integral part of labor relations.

2. Caring for the safety and health of employees at work and for improving working conditions as an essential part of work protection is an equal and inseparable part of planning and performing work tasks. Occupational health and safety is a state of working conditions that eliminates or minimizes the effects of hazardous and harmful factors in the work process and the working environment on the health of employees.
3. The obligations of the employer in the field of labor protection arise from Art. § 47, § 48, § 58, § 82, § 85a, § 87, § 90 - 99, § 133, § 146 and § 147 ZP. The basic tasks of the employer include in particular:
   a) upon taking up employment, to acquaint the employee with legal regulations and other regulations to ensure safety and health at work, which the employee must comply with in the course of his work;
   b) to take care of the creation of conditions for safe and healthy work and to take measures to prevent accidents at work, occupational diseases, or diseases arising from the influence of the working environment;
   c) within the scope of its competence, continuously ensure the safety and health protection of employees at work and implement the necessary measures for this purpose, including ensuring prevention, the necessary means and an appropriate system for managing occupational safety; further improve the level of labor protection in all activities and adapt the level of labor protection to changing facts.
4. Other obligations of the employer in the field of safety and health protection at work are specifically elaborated in a special legal regulation.[2]

PART VI WORKING TIME AND REST TIME

Art. 11 Working time, breaks at work

1. Working time is a period of time in which an employee is available to the employer, performs work and fulfills his obligations in accordance with the employment contract. The length of working hours is determined according to Art. § 85 and § 85a ZP, or by a collective agreement. The schedule of working hours, its beginning and end, as well as breaks at work are determined by the employer in agreement with the employees' representatives, or by agreement in the collective agreement. The schedule of teachers' weekly working time depends primarily on the established schedule of teaching activities and consultation hours, on the schedule of examinations, and also on the need to fulfill other work duties in the field of science and research.
2. Arrival, departure from the employee and movement of the employee during working hours are subject to the obligation of registration by the employer.
3. The use of working hours by employees, their arrivals and departures from the workplace is controlled by a superior manager. An employee may interrupt his work only with the consent of his / her superior.
4. The employee's weekly working time is a maximum of 40 hours and its length may be adjusted according to the conditions agreed in the higher collective agreement. It is scheduled for 5 working days a week.

[2] E.g. Act no. 124/2006 Coll. on safety and health protection at work and on amendments to certain laws as amended

5. If the employer's operation allows it, the employer may allow the employee, at his request, to make appropriate adjustments to the specified weekly working hours.
6. Flexible working hours may be introduced at the university and its parts **by collective agreement or in agreement with the employees' representatives.**
7. The basic working hours, rest breaks and meals and sections of optional working hours in the flexible working hours regime may be adjusted by individual components of the university (faculties, Rector's Office, including university workplaces) according to their conditions.
8. The employer is obliged to provide the employee, whose work shift is longer than six hours, a break for rest and eating lasting 30 minutes.
9. Rest and eating breaks are not provided at the beginning and end of the shift and are not included in working hours (except those which are mandatory for reasons of safety and health at work, eg for drivers). The time interval during which employees can take a mandatory break is set from 11:00. by 2.00 pm, while the drawing of the break must take into account the peculiarities of ensuring the pedagogical and scientific process and academic ceremonies at the university.

Art. 12 Overtime work, night work, on-call time

1. Overtime work is work performed by an employee on the order of a superior or with his / her consent over a specified weekly working time resulting from a predetermined schedule of working hours and performed outside the scope of the work schedule.
2. Overtime work may be ordered by a senior employee only in cases of temporary and urgent increased need for work, or in the public interest, even for a period of continuous rest between two changes, or under the conditions laid down in Art. § 94 par. 2 to 4 ZP also on working days.

   The uninterrupted rest period between two shifts may not be reduced to less than eight hours.
3. Overtime work may not exceed an average of 8 hours per week for a maximum period of four consecutive months, unless the employer agrees with the employees' representatives for a longer period, but not more than 12 consecutive months.
4. The number of hours of maximum permissible overtime work in a year does not include overtime work for which the employee received compensatory leave or which he performed during:
   a) urgent repair work or work without which the risk of an accident at work or large-scale damage could arise according to a special regulation,
   b) extraordinary events pursuant to a special regulation in which there was a danger endangering life, health or large-scale damage pursuant to a special regulation.
5. An employee who performs risky work cannot be ordered to work overtime. Overtime work may be agreed with this employee exceptionally for work under para. 4 of this article.
6. An employee may perform overtime work in a calendar year for a maximum of 400 hours, of which a maximum of 150 hours of ordered overtime work.
7. An employee with shorter working hours cannot be ordered to work overtime.
8. Overtime work during flexible working hours is work performed by an employee on the basis of an order from a superior or with his / her consent beyond the scope of operating hours during a specified flexible working period.
9. For an hour of overtime work, the employee is entitled to the hourly rate of his / her functional salary increased in accordance with Section 19 of Act no. 553/2003 Coll. as amended. The employee and the employer may agree to take compensatory leave for

overtime work; in that case, the employee shall be entitled to the relevant part of the salary and, for each hour of overtime, an hour of compensatory leave; the increase under the first sentence no longer belongs to the employee. Night work is work performed between 10 pm and 6 am. The conditions for its implementation are regulated by special provisions of § 98, § 99, § 120, § 123 and § 174 of the Labor Code.

10. The employee's on-call time and the conditions of its performance are regulated in Art. § 96 and § 96a ZP.

Art. 13 Obstacles to work

1. Obstacles to work are regulated in ust. § 136 to § 145 ZP.
2. The employer shall justify the absence of the employee at work for the time when **important personal obstacles to work** have occurred on the part of the employee in accordance with Art. § 141 paragraph 1 of the Labor Code (especially incapacity for work due to illness or injury, maternity leave, parental leave, treatment of a sick family member and others). During this time, the employee is not entitled to compensation of wages, unless a special regulation provides otherwise.
3. The employer **is obliged** to provide the employee with time off work for the following reasons and to the following extent:
   a) **examination or treatment of an employee in a medical facility:**
      1. paid leave shall be granted for the necessary time, up to a maximum of seven days in a calendar year, if the examination or treatment could not be carried out outside working hours,
      2. additional leave without compensation shall be granted for the time strictly necessary if the examination or treatment could not be carried out outside working hours,
      3. paid leave shall be granted for the necessary time for preventive medical examinations relating to pregnancy if the examination or treatment could not be carried out outside working hours,

   b) the birth of a child to an employee; paid leave shall be granted for the time strictly necessary to transport the child's mother to and from the medical establishment;

   c) **accompanying:**
      1. a family member to a medical facility for examination or treatment in the event of sudden illness or injury and for a predetermined examination, treatment or cure; paid leave shall be granted only to one of the family members for the time strictly necessary, for a maximum of seven days in a calendar year, if the escort was necessary and the said acts could not be performed outside working hours,
      2. a disabled child to a social care facility or special school; paid leave shall be granted only to one of the family members for the time strictly necessary, for a maximum of ten days per calendar year,

   d) **death of a family member**
      1. paid leave for two days in the event of the death of a spouse or child and the next day for participation in the funeral of those persons,
      2. paid leave for one day to attend the funeral of the employee's parent and sibling, the parent and sibling of his spouse, as well as the employee's sibling's spouse, and the next day if the employee arranges the funeral of these persons,
      3. paid leave for the necessary time, up to one day, to attend the funeral of the employee's grandparent or grandson, or the grandparent of his spouse, or another person who does not belong to the said relatives but lived with the employee at the

time of death in the household, and the next day, if the staff member arranges for the funeral of those persons,

e) **wedding;** paid leave shall be granted for one day for participation in one's own wedding and paid leave shall be granted for participation in the wedding of the employee's child and parent,
f) **making it impossible for the weather to travel to work** by an individual means of transport used by an employee with a disability; paid leave shall be granted for the necessary time, for a maximum of one day,
g) **unforeseen interruptions or delays in regular public transport**; leave without compensation shall be granted for the time strictly necessary if the staff member has not been able to reach the place of work by other appropriate means,
h) **relocation of an employee** who has his own home furnishings; leave without compensation of wages shall be granted for the necessary time, for a maximum of one day in the event of moving to the same municipality and for moving to another municipality for a maximum of two days; in the case of removal in the interests of the employer, paid leave shall be granted,
i) **finding a new job** before the end of the employment relationship; unpaid leave shall be granted for the time strictly necessary, not exceeding one and a half days a week during the corresponding period of notice; to the same extent, leave with compensation of wages at the end of the employment relationship shall be granted by notice given by the employer or by agreement for the reasons specified in Art. § 63 par. 1 letter a) to c) ZP; leave may be combined with the consent of the employer.

4. Obstacles to work, when applying flexible working hours, are considered as the performance of work with compensation of wages only to the extent that they have affected basic working hours. Within the optional working hours, they are considered as justified obstacles at work, but not as the performance of work and no wage compensation is provided for them (§ 143 para. 1 of the Labor Code). The collective agreement may, in accordance with Art. § 143 par. 2 ZP to determine the exact length of the necessary time for which the employee is entitled to time off work and is considered as the performance of work for the entire time.
5. If the employee has not worked for the justified obstacles to work referred to in paragraph 4, second sentence, the entire operating time of the designated flexible working period because he was prevented from doing so by his obstacle, he is obliged to work this part of working time without undue delay. days, unless otherwise agreed with the employer. Work is possible only during optional working hours, unless another time has been agreed, and the work is not overtime work (§ 143 para. 4 ZP).
6. The employee is obliged to request timely leave for an obstacle to the work of his / her superior. If the employee is not aware of the obstacle at work in advance, he is obliged to notify the superior without delay and at the same time to announce its expected duration.
7. The employee is obliged to prove the existence of the obstacle and its duration to the manager by confirmation. The confirmation signed by the senior manager is attached to the monthly record of time worked.
8. If an employee has been declared incapable of work due to illness or injury, he is obliged to notify the superior without delay or through another person. The certificate of incapacity for work must be delivered no later than 3 days from the onset of incapacity for work. A signed certificate of incapacity for work signed by the senior employee must be delivered to the personnel department of the UPJŠ Rectorate.
9. The employer is obliged to justify the absence of the employee at work during his participation in the strike in connection with the exercise of his economic and social rights;

salary, nor compensation of wages does not belong to the employee. Participation in the strike after the court's decision on the illegality of the strike is valid is considered to be an unjustified absence of the employee from work.

10. The employer **may provide** the employee, upon his written request:
    a) additional leave for reasons under paragraph 3 with or without compensation,
    b) leave for reasons other than under paragraph 3 with or without compensation,
    c) leave at the request of an employee with or without compensation,
    d) paid leave paid by the employee. The details of the provision of leave under this paragraph are regulated by a collective agreement.
11. On the request of the employee according to par. 10 is decided by the Rector of UPJŠ, resp. dean of the faculty.

Art. 14 Working trips

1. A business trip is a trip in which an employee performs work in a place other than his regular workplace specified in the employment contract.
2. The employee is sent on business trips by a his superior. During the business trip, the employee performs the work according to the instructions of the manager who sent him on the business trip and who expressed his written consent. An employee may make a business trip abroad only with the consent of the Rector or the Dean of the Faculty.
3. After returning from a business trip, the employee is obliged to inform the superior employee who issued the business trip order about its result in the form of a written report from the business trip.
4. Reimbursement of expenses for business trips is provided by the employer to the employee according to the valid legal regulations on the basis of the submitted statement by the employee in accordance with the internal regulation of the employer for approval, execution and billing of business trips.

Art. 15 Leave

1. For the purpose of equal use of leave, a holiday plan is drawn up each year with the prior consent of the employees' representatives (trade unions).
2. The employee is entitled to recovery leave under the conditions and in the length specified by the ZP, resp. agreed by a collective agreement. The provision of leave and its use is governed by the relevant provisions of the ZP.
3. Before taking leave, the employee is obliged to apply for leave on the prescribed form with an indication of the number of days or weeks of its duration. The application is subject to the approval of the directly superior manager.
4. Individual senior employees at all levels of management are obliged to ensure that an employee takes at least four weeks of leave in a calendar year, if he is entitled to them. The remaining part of the leave may be used no later than the end of the following calendar year, unless the employer has determined otherwise to take it in accordance with the holiday plan.
5. The time of taking the leave is determined by the employer after consultation with the employee according to the leave plan determined with the prior consent of the employees' representatives so that the employee can usually take the leave in full and by the end of the calendar year. The tasks of the employer and the legitimate interests of the employee must be taken into account when determining the holiday plan. The employer is obliged to

notify the employee of the use of leave at least 14 days in advance. With the consent of the employee, this period may exceptionally be shortened.

6. The Rector and the deans of individual faculties are entitled, in agreement with the employees' representatives, to determine the mass use of leave (for a maximum of two weeks), if this is necessary for operational reasons (§ 111 para. 2 ZP).
7. The employee's leave is approved by the senior employee or his deputy.
8. The reduction of leave is regulated by ust. § 109 ZP. In accordance with it, the employee's leave may be reduced by one to two days for each unjustifiably missed change (working day). Unjustified missing of shorter parts of the change counts.
9. Leave for days worked is regulated by ust. § 105 of the Labor Code. An employee who is not entitled to annual leave or a proportion thereof because he did not work for the same employer for at least 60 days in a calendar year shall be entitled to one-twelfth of the annual leave for each of the 21 working days in the relevant year. calendar year. For the purpose of calculating the aliquot part for the days worked, the provision of § 144a of the Labor Code applies to the assessment of the period of work.

Art. 16 Salary, deductions from salary

1. University employees are entitled to a salary for the work performed. The employer remunerates employees according to Act no. 553/2003 Coll. as amended and in accordance with the conditions agreed in the valid Collective Agreement for the relevant year, as amended.
2. The amount and composition of the functional salary shall be notified by the employer to the employee in writing when concluding the employment contract, when changing the type of work or whenever the functional salary is adjusted. The salary is payable in arrears for a monthly period. It is paid on a pre-determined date. The method of payment of wages is agreed annually between the employer and the trade union in a collective agreement.
3. Deductions from salary, resp. from wages can be made only by written agreement. Deductions without the consent of the employee can be made only in accordance with Art. § 131 ZP.
   The employer may demand the return of unduly paid amounts (unjust enrichment) from the employee in accordance with Art. § 222 par. 6 ZP in cases where the employee knew or had to assume from the circumstances that the amounts were incorrectly determined or paid in error, within three years of their payment.

PART VII COMPENSATION FOR DAMAGES

Art. 17 Damage prevention

1. The employer is obliged to provide its employees with such working conditions that they can properly perform their work tasks without endangering life, health and property. If he finds deficiencies, he is obliged to take measures to eliminate them.
2. To protect his property, the employer is entitled to inspect, to the extent necessary, the things that employees bring to or from the workplace. The rules on the protection of personal liberty must be observed during the inspection and human dignity must not be degraded.

3. The employee is obliged to act in such a way that there is no danger to life, health and damage to property or its destruction, or unjust enrichment.
4. If there is a risk of damage, the employee is obliged to notify the senior employee. If intervention is urgently needed to avert the threat to the employer, he is obliged to intervene. He shall not be obliged to do so if he is prevented from doing so by important circumstances or if he would expose himself or other employees or close persons to serious danger. If the employee finds that he has not created the necessary working conditions, he is obliged to notify the senior employee.

Art. 18 Liability of the employee for damage

1. **Employee shall be liable to the employer for:**
   a) damage caused by a culpable breach of duty in the performance of work tasks or in direct connection with it (due to negligence or intentionally),
   b) for damage caused by the fact that the employee did not warn the manager of the imminent damage or did not take action against the imminent damage,
   c) for the deficit on the entrusted values, which he is obliged to account for on the basis of the agreement on material liability,
   d) for the loss of items entrusted on the basis of a written confirmation.
2. The employer is obliged to enter into a material liability agreement with employees who come into contact with entrusted cash, valuables, goods or other values intended for circulation and turnover, which they are obliged to account for. The material liability agreement is concluded in writing, otherwise it is invalid.
3. The agreement on material liability expires on the day of termination of employment or on the day of withdrawal from this agreement pursuant to Art. § 183 ZP. The termination of the agreement on material liability does not terminate the employee's liability for the deficit incurred during its validity.
4. Liability for the loss of entrusted items applies to tools, protective equipment and other items entrusted for written confirmation, but does not apply to inventory items of offices and other workplaces, etc.
5. Senior employee who has learned of the damage is obliged to notify the statutory body of the employer without undue delay and at the same time to ensure the submission of a proposal to discuss the loss event to the damage commission of the university, faculty within the deadlines specified in the employer's internal regulations.
6. The employer is obliged to demand compensation from the employee for the damage for which the employee is responsible. The required compensation is determined by the employer.
7. If the damage was caused by an employee who is a statutory body alone or together with a subordinate employee, the compensation shall be determined by the body referred to in para. § 4 of Act no. Act no. 552/2003 Coll. as amended.
8. Compensation for damage caused by negligence may be determined by the employer at a lower amount than the actual damage or as four times the employee's functional salary or average monthly earnings. If the actual damage caused by negligence is less than one functional salary or the employee's average monthly earnings, the amount of compensation must be at least one third of the actual damage. If the actual damage caused by negligence is more than four times the average salary or monthly earnings of the employee, the amount of compensation must be at least one functional salary or average monthly earnings of the employee before the breach of the obligations which caused the damage.

9. If the employee has paid at least two-thirds of the specified amount of damages, the employer may refrain from recovering the remaining amount of damages. This does not apply if the employee is liable for a deficit in the entrusted values that the employee is required to account for and the employee's liability for the loss of entrusted items, or if the damage was caused intentionally or under the influence of alcohol or after ingestion of a narcotic or psychotropic substance.
10. If several employees are responsible for the established school, each of them is obliged to compensate a proportionate part of the damage according to the degree of their fault.

Art. 19 Violation of rights and obligations, employee complaints

1. Employees are entitled to lodge complaints with the employer in connection with the violation of their rights arising from employment relationships.
2. The employer is obliged to respond to the employee's complaint in accordance with the legal regulations governing the handling of complaints, in the event of a justified complaint to make a correction, to refrain from such action and to eliminate its consequences.
3. Staff members who feel aggrieved as a result of a breach of their rights may seek redress in court, including appropriate compensation.
4. Disputes between the employer and employees over claims from the employment relationship, as well as individual claims incurred by employees under a collective agreement, are discussed and decided by the competent court.
5. In the interest of preventing labor disputes, employee complaints submitted for the application of individual claims from the employment relationship, as well as claims arising from the collective agreement are resolved by authorized managers in cooperation with the relevant trade union, resp. employee representatives.

Art. 20 Final provisions

1. The superior senior staff shall inform their employees of the content of these Rules of Procedure and at the same time ensure that it is publicly accessible to all employees at the employer's workplaces. The employer shall publish the rules of procedure, including their amendments, on its website.
2. The relevant provisions of the Labor Code, the Act on the Performance of Work in the Public Interest, as amended, the Act on Higher Education Institutions and other generally binding legal regulations shall apply to employment relationships that are not regulated by these Rules of Procedure.
3. These Employment Regulations can be changed or supplemented only by written amendments, with the prior consent of the trade union and their approval in the AS UPJŠ.
4. These Employment Regulations were approved in KOR ZO OZ PŠaV at UPJŠ in Košice on 4 December 2018 and approved in the Academic Senate of the Pavol Jozef Šafárik University in Košice on 13 December 2018.
5. Employment Regulations shall enter into force on 01. 01. 2019.
6. With the entry into force of these Employment regulations, the Employment Regulations of Pavol Jozef Šafárik University in Košice, effective from 17 March 2016, as amended, shall be repealed.

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prof. RNDr. Pavol Sovák, CSc.
Rector of UPJŠ

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RNDr. Helena Mičková, PhD.
Chairman of KOR OZ PŠaV to UPJŠ

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doc. RNDr. Roman Soták, PhD.
Chairman of AS UPJŠ