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Collective Agreement

February 2021

Collective Agreement

made on 22/02/2021 between the Contracting Parties:

**Coordinating Trade Union Board (CTUB) of the Trade Unions Association
of Professionals in Education and Science (TUAPES) at Pavol Jozef Šafárik University
in Košice, Šrobárova 2, 041 80 Košice,
represented by
CTUB TUAPES at UPJŠ in Košice President,
RNDr. Helena Mičková, PhD.**

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

and

**Pavol Jozef Šafárik University in Košice, Šrobárova 2, 041 80 Košice,
CRN 00397768,**

represented by

Prof. RNDr. Pavol Sovák, CSc., University Rector,
(hereinafter referred to as the "Employer"), on the other hand.

Part One Introductory Provisions

Article 1 Recognition of the Trade Union and the Employer

- 1) The Trade Union is a legal entity pursuant to Law Act No. 83/1990 Coll. on Citizens' Associations, as amended.
- 2) The Employer hereby recognises the Trade Union in accordance with the provisions of Section 231 and Section 232 of Law Act No. 311/2001 Coll., the Labour Code, as amended, as its contractual partner for entering into this Collective Agreement. The Trade Union recognises the Employer as a contractual partner for negotiating and entering into this Collective Agreement. The Parties to this Agreement undertake not to question the mutual right to act as a contracting party to this Collective Agreement in the future during the term of this Collective Agreement.
- 3) Pursuant to Article 23 (1) (d) of the UPJŠ in Košice Statute, the Faculties shall perform the role of the Employer in the field of making, changing, and terminating employment relationships of Employees organisationally assigned at the Faculties, which implies the latter's responsibility for meeting the obligations and responsibilities arising from the Collective Agreement in relation to Employees and to the relevant Trade Union.

- 4) For the purposes of this Collective Agreement, the term of "Contracting Parties" may be used as the joint designation of the Trade Union and the Employer, instead of the Collective Agreement the abbreviation of "CA", the abbreviation of "HLCA" may be used to replace the Higher-Level Collective Agreement, instead of Law Act No. 311/2001 Coll., as amended, the Labour Code, may be abbreviated as "LC", the designation of Law Act No. 553/2003 Coll. on Remuneration of Certain Employees in the Performance of Work in the Public Interest and on Amendments to Some of the Law Acts, as amended, the abbreviation of "553/2003 Coll." may be used, the abbreviation of "552/2003 Coll." may be used instead of Law Act No. 552/2003 Coll. on the Performance of Work in the Public Interest, as amended, Law Act No. 131/2002 Coll. on Higher Education Institutions and on Amendments to Some of the Law Acts, as amended, may be abbreviated as "LAHEI".

Article 2

Scope of the Collective Agreement

- 1) This CA shall regulate working and employment terms and conditions, individual and collective relations between the Employer and its Employees and the rights and obligations of the Contracting Parties.
- 2) This CA shall be binding on the Contracting Parties and the Employees who are employed by the Employer for the weekly working hours determined and in employment for shorter working hours. This CA shall not apply to the Employer's Employees who work for the former on a contract-for-work basis performed outside the employment relationship. Employees who perform work at home or as telework are not subject to the provisions of this CA which regulate the schedule of specified weekly working hours, downtime, major obstacles to work, save for the death of a family member, overtime pay, and night work benefits, and/or on wage compensation for work involving risk (Section 52 LC).
- 3) This CA shall become effective as of 1 March 2021 and shall expire on 28 February 2022.

Article 3

Amendments to and/or Changes of the Collective Agreement

- 1) This CA and its scope may only be amended and/or changed with the agreement of its Contracting Parties, on a written motion to amend/change this CA by one of the Contracting Parties. The amendments/changes agreed shall be marked as Annex to this CA and shall be numbered in the order in which they are made.
- 2) The Contracting Parties hereby undertake to amend/change the provisions of the CA in an Annex to this CA, if this results from a change in the generally binding legal regulations and the provisions of the CA which create financial claims depending on the budget allocated for 2021. The Contracting Parties may amend/change other provisions of this CA by mutual agreement without restriction by supplementing this CA.

Article 4

Archiving of the Collective Agreement

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

Article 5

Familiarisation of Employees with the Collective Agreement

- 1) After signing this CA, the Employer hereby undertakes to reproduce it and deliver it to the Trade Union President in two copies within 10 days of signing it.
- 2) The Employer hereby undertakes to ensure that the Employees of the Employer are familiarised with the content of this CA in a verifiable manner within 30 days of its signing and shall also ensure its publication on its website.
- 3) The Employer shall make the newly hired Employees familiarised with this CA within the scope of meeting the obligations pursuant to Section 47 (2) LC.

Part Two
Collective Relations, Rights and Obligations of the Contracting Parties

Article 6
Period of Social Peace and Its Interruption

- 1) The Contracting Parties shall observe the period of validity of this CA as a period of social peace, except in the case of the procedure under Article 3 (1) of this CA.
- 2) In the event of an interruption of social peace, the Contracting Parties may also use extreme means to resolve a collective dispute, i.e. strike and lockout, if the legal conditions set out in Law Act No. 2/1991 Coll. on Collective Bargaining, as amended, and the conditions specified in this part of the CA are complied with.
- 3) The right of Employees to go on strike guaranteed by Article 37 (4) of the Constitution of the Slovak Republic and the Constitutional Law Act. No. 23/1991 Coll., which lists the Charter of Fundamental Rights and Freedoms as the Constitutional Law Act of the Federal Assembly of the Czech and Slovak Federative Republic, shall not be restricted by the provisions of the preceding paragraphs, nor shall it otherwise be restricted, and the Parties hereby undertake not to question it.

Article 7
Settlement of Collective Disputes

- 1) Under collective dispute, the Contracting Parties shall understand a dispute over making this CA, or a dispute over making an amendment to this CA, or a dispute over meeting an obligation arising out of this CA (unless a claim arises from it for the Employee) at the time of effectiveness of this CA or at the time of effectiveness of the relevant liabilities from the same.
- 2) If the Contracting Parties fail to settle the collective dispute by negotiation within 60 days from the submission of a motion for making this CA, its amendment or a motion to settle a dispute over meeting an obligation arising from this CA, they hereby undertake to use a mediator listed in the Register of Mediators with the Ministry of Labour, Social Welfare Affairs, and Family of the Slovak Republic (hereinafter referred to as the Ministry) to settle the dispute.
- 3) The Contracting Parties hereby undertake to use, by mutual agreement, a mediator registered with the Ministry to settle their collective dispute, if they fail to settle the collective dispute with the mediator pursuant to the preceding paragraph.

Article 8
Addressing Individual Claims of Employees and Handling Their Complaints

- 1) The Employer hereby undertakes to pay the staff member's salaries once a month, no later than the tenth day following the end of the preceding month.

- 2) The Employer hereby undertakes to wire transfer the salaries to personal accounts of Employees who have set them up in financial institutions of their choice so that the relevant salary is credited to the account no later than on the date of payment pursuant to the previous paragraph. The Employer will enable the newly recruited Employees who do not have personal accounts to take over the salary during the working hours.
- 3) Based on the Employee's request and a written agreement with the Employee, the Employer hereby undertakes to make deductions from the salaries of the Trade Union members in the amount of the TUA membership fee.
- 4) The Contracting Parties hereby undertake to observe the right of the Employees to assert their individual claims from the employment relationship through labour inspection or in court.
- 5) The Employer hereby undertakes to observe the protection of Employees approaching their retirement age and in situations of social welfare need in cases of organisational changes in terms of the facts referred to in Section 63 (a) and (b) LC and create conditions for maintaining their employment.
- 6) The Contracting Parties have hereby agreed that when addressing the Employee's complaint, they will proceed objectively, in accordance with the generally binding regulations and internal regulations (Employment Rules of Procedure) of the Employer, so as not to violate the prohibition of discrimination from claiming the CA claims. To this end, they undertake to adjust the procedure for addressing the Employee complaints in the Work Rules of Procedure in more detail so that each complaint is investigated and the result is notified to the Employee without undue delay (Section 13 (5) of the Labour Code).

Article 9

Managing the Trade Union Activities

- 1) The Contracting Parties have hereby agreed to rationally address the provision of the necessary operating activities of the Trade Union to enable it to carry out its mission properly. In order to meet its duty arising from the provision of Section 240 (4) LC, the Employer hereby undertakes to provide the following for the period of existence of the Coordinating Trade Union Board at UPJŠ in Košice:
 - (a) facilities in the premises of UPJŠ in Košice, Šrobárova 2 or Moyzesova 9, in which it will operate;
 - (b) one telephone line for the purpose of telephone connection, computer connection, including the use of the Internet connection;
 - (c) the interior of the room referred to in paragraph (a) above;
 - (d) a large meeting room at its own expense for meetings of the Trade Union bodies - annual meetings and for ceremonial ventures related to the appreciation of Employees' work,
 - (e) equipment with the necessary computer technology, printer, and copying equipment;
 - (f) premises, including electronic means, for the publication of information on labour protection, collective bargaining, labour law issues, and Trade Union activities in order to ensure that Employees are properly informed;
 - (g) a passenger motor vehicle at its own expense in accordance with the internal regulation regulating the principles for the provision of motor vehicles, if necessary for the CTUB;
 - (h) premises for the work of the CTUB TUAPES at UPJŠ in the building of the Rector's Office, for the work of the TU BO at the UPJŠ FM in Košice building

- at Tr. SNP No. 1 in Košice, for the TU BO UPJŠ FM and premises in the UPJŠ FS in Košice building at Moyzesova No. 11 for the TU BO UPJŠ FS;
- (i) to pay the realistic operating costs (energy, connection fees, and the like) related to the use of the provided premises and movable property.

Article 10
Codecision-making and Cooperation between the Contracting Parties
in the Field of Labour Law

1) The Employer hereby undertakes to meeting the obligations arising from legal regulations and this CA, in particular:

(a) Requesting the prior consent by the relevant Trade Union in the following cases:

- upon termination or immediate termination of employment with a member of the Trade Union body to which increased protection applies (Section 240, paragraph 9 of the Labour Code),
- when issuing the Work Rules of Procedure by the Employer (Section 15 (1) subparagraph (d) LAHEI, Section 84 (1) LC),
- upon adoption of the holiday plan for the relevant year (Section 111 (1) LC),

(b) Only in agreement with the Trade Union:

- deciding on the determination of collective use of holiday (Section 111 (2) LC);
- issuing regulations and rules on occupational safety and health protection (Section 39 (2) LC);
- distributing uneven working hours (Section 87 (1) and 2 LC);
- determining the beginning and end of working hours and the schedule of working shifts (Section 90 (4) LC);
- determining the conditions for the provision of a rest and eating break, including its extension (Section 91 (2) LC);
- differently determining the continuous rest during the week (Section 93 (3) LC);
- determining the scope and conditions of overtime work (Section 97 (9) LC);
- defining serious operating reasons for which the Employer cannot assign work to the Employee, and for which the latter is provided with 60% of their aggregate salary (Section 142 (4) LC);
- determining flexible working hours (Section 88 (1) LC);
- determining the formation of the Social Welfare Fund, the amount of the fund, the use of the fund, the conditions for providing allowances from the fund, and the method of demonstrating the fund's expenditures (Law Act No. 152/1994 Coll. on the Social Welfare Fund and amending Law Act No. 286/1992 Coll. on Income Taxes as amended);
- introducing a working time account (Section 87 (1) LC);
- agreeing on the balancing period of the working time account (Section 87 (2) LC);

- determining the time required for personal hygiene after the end of work, which will be included within the Employee's working time (Section 90 (10) LC);
- agreeing on compensation for the loss of time (Section 96 (b) LC);
- agreeing on the conditions for exercising inspection over the use of granted leave with compensation of salary with members of the Trade Union body (CTUB);

(c) Informing the relevant Trade Union in writing in particular of the following:

- transfer of rights and obligations from employment relationships at least one month in advance (Section 29 (1) LC) on the following:
 - the date or the suggested date of the transfer;
 - reason for the transfer;
 - labour-law economic and social-welfare consequences of the transfer to the Employees;
 - the planned transfer measures applicable to the Employees;
- the agreed new employment relations with the Employer on the basis of a request from the CTUBTU (Section 47 (4) LC);
- the Employer shall in an appropriate manner inform the Employees in the fixed-term employment relationship and the Employees' representatives on the jobs for an undefined period of time that will have become vacant (Section 48 (8) LC);
- possibilities of jobs for shorter working hours and for the established weekly working hours (Section 49 (6) LC);
- on the results of the negotiations on the measures to prevent collective redundancies (Section 73 (2) and (4) LC);
- approving the budget for salaries in the current year and providing the Annual Report to the UPJŠ in Košice Management for the relevant calendar year (Section 229 (1) and 2 LC);
- measures related to ensuring occupational safety and protection of health (Government of the Slovak Republic Decree No. 395/2006 Coll. on minimum requirements for the provision and use of personal protective equipment),
- regular employment of Employees at night, if so requested by the Trade Union body (Section 98 (6) LC);

In the case of collective redundancies (Section 73 (2) LC) no later than 1 month before the commencement of the redundancies, providing the information on the following:

- (a) the reasons for the collective redundancies;
- (b) the number and structure of Employees with whom the employment is to be terminated;
- (c) the total number and structure of the Employees it employs,
- (d) the period during which the collective redundancies will be taking place;
- (e) criteria for selecting the Employees with whom the employment relationship is to be terminated.

(d) Discussing in advance with the relevant trade union in particular the following:

- issuance of an internal salary regulation (Article 17 of this Agreement);
- even distribution of working hours (Section 86 (1) LC);
- setting out the conditions under which the Employees will be provided with meals;
- discussing the measures to prevent or reduce collective redundancies no later than one month before the commencement of collective redundancies, in particular discuss the possibility of placing them in suitable employment at its other units, even after prior training, and measures to mitigate the adverse effects of collective redundancies (Section 73 (2) LC);
- work regulations on public holidays (Section 94 (2) LC);
- decision whether it is an unjustified miss of work (Section 144a (6) LC);
- organisation of work at night (Section 98 (6) LC);
- measures aimed at caring for employees, improving and increasing their qualifications (Section 153 LC);
- measures for the Formation of conditions for the employment of Employees with altered working ability (Section 159 (4) LC);
- required compensation for damage and the content of the agreement on the method of its payment with the exception of compensation for damage not exceeding € 50.00 (Section 191 (4) LC);
- the scope of the Employer's liability for damage to the Employee and its compensation in the event of an accident at work or an occupational disease (Section 198 (2) LC);
- the status, structure and anticipated development of employment and planned measures, especially if employment is endangered (Section 237 (2) (a) LC);
- fundamental issues of the Employer's social welfare policy, measures to improving hygiene at work and the working setting (Section 237 (2) (b) LC);
- decisions that may lead to fundamental changes in the organisation of work or in contractual conditions (Section 237 (2) (c) LC);
- organisational changes which are considered to be a restriction or cessation of the Employer's activities or parts thereof, mergers, amalgamations, divisions, changes in the legal status of the Employer (Section 237 (2) (d) LC);
- measures to prevent the occurrence of accidents and occupational diseases and to protect the health of Employees (Section 237 (2) (e) LC);
- termination or immediate termination of employment by the Employer (Section 74 LC);
- ensuring an extraordinary medical examination in relation to work (Section 30 €, (16) of Law Act No. 355/2007 Coll.).

(e) Enabling the Trade Union to carry out inspection activities:

- on the status of occupational safety and protection of health at work pursuant to provisions of Section 149 (1) (a) - (e) LC;
- in the field of compliance with labour law regulations, including salary regulations and obligations arising from this CA, and for that purpose providing it with the necessary information, consultations, and documents (Section 239 (a) - (f) LC).

- 2) The Employer shall provide paid leave on the basis of a written request of the BO (CTUB) President to members of the Trade Union, members of the Trade Union Board, and members of the Trade Union who are elected to the CTUB bodies and to the Trade Union of Professionals in Education and Science in Slovakia bodies:
 - for ensuring the activities and mission of the Trade Union to the extent necessary;
 - for training in employment relations to the extent necessary;
 - for performing their capacity in accordance with stipulation of Section 240 (1) and (3) LC within the scope of 16 hours per month to the BO and the CTUB members, and of 24 hours per month to the CTUB President.
- 3) The Employer shall have the right to check whether the Employee uses the leave provided under Section 240 (3) LC for the purpose for which it was provided.
- 4) The Employer will invite, as appropriate, a representative of the Trade Union to meetings of the Rector's and Dean's Boards, University and Faculty managements or other meetings to discuss fundamental issues of the University development, employment, budget adjustments, and other issues affecting economic and social interests of the Employees.
- 5) In accordance with Section 5 (4) of Law Act No. 552/2003 Coll. and in accordance with the valid Principles of the Recruitment Competition at Pavol Jozef Šafárik University in Košice for filling the posts of university teachers, researchers, professors, associate professors and senior officials, the Employer shall set up a recruitment competition committee where at least one member of the competition committee shall be appointed by the Employees representative who is the CTUB or the relevant BO with the announcer of the recruitment competition.

Article 11 Trade Union Obligations

- 1) The Trade Union hereby undertakes to observe social peace with the Employer within the meaning of Article 10 of this CA during the period of effectiveness of this CA.
- 2) The Trade Union hereby undertakes to inform the Employer of the situation leading to a breach of social peace on its part and on the part of the Employees.
- 3) The Trade Union hereby undertakes to invite a representative of the Employer to the meetings of its highest bodies in order to evaluate fulfillment of the latter's obligations under this CA.

Article 12 Protection of Work

- 1) Within the scope of its competence and in accordance with Section 146 LC, Section 147 LC and Sections 6 to 9 of the National Council of the Slovak Republic Law Act No. 124/2006 Coll. on Occupational Safety and Protection of health and on Amendments to Some of the Law Acts, as amended, and related legislation, the Employer shall be obliged to continuously ensure occupational safety and protection of health at work and to this end implement the necessary measures, including ensuring prevention, the necessary means, and an appropriate system for managing occupational safety.
- 2) With regard to the performance of tasks referred to in paragraph 1 of this Article, the Employer hereby undertakes to performing the following:

- (a) assigning the Employees for the performance of work with regard to their health status and abilities (Section 6 (1) (o) of the Occupational Safety and Protection of Health Law Act);
- (b) immediately notifying the occurrence of a registered occupational accident to the relevant Trade Union body (Section 17 (5) of the Occupational Safety and Protection of Health Law Act);
- (c) regularly, comprehensibly and demonstrably familiarising each Employee with legal regulations and other regulations to ensuring occupational safety and protection of health with the principles of safe work, principles of safe conduct at the workplace and safe work procedures and verifying their awareness of the same (Section 7 (1) of the Occupational Safety and Protection of Health Law Act);
- (d) eliminating any deficiencies identified by inspection activities (Section 9 (2) of the Occupational Safety and Protection of Health Law Act);
- (e) drawing up a list of provided personal protective equipment (PPE) on the basis of risk assessment and assessment of hazards arising from the work process and the working premises (Section 6 (2) (a) of the Occupational Safety and Protection of Health Law Act);
- (f) providing the Employees, for whom the protection of their life or health so requires, with PPE, washing, cleaning and disinfecting agents free of charge (Section 6 (2) (b) of the Occupational Safety and Protection of Health Law Act);
- (g) providing the Employees with work clothes and work shoes if they work in the premises in which the clothes or shoes are subject to extraordinary wear and tear or extraordinary pollution (Article 6 (3) (a) of the Occupational Safety and Protection of Health Law Act);
- (h) providing the Employees with consumer beverage choices, if so required by the protection of their life or health, and providing them with washing, cleaning and disinfecting agents to ensure physical hygiene (Section 6 (3) (b) of the Occupational Safety and Protection of Health Law Act);
- (i) providing the Employees' representatives for occupational safety and protection of health the relevant training for the performance of their tasks, providing them with a reasonable amount of paid leave and creating the necessary conditions for the performance of their capacity (Section 240 of the Labour Code and Section 19 (5) of the Occupational Safety and Protection of Health Law Act);
- (j) checking whether the Employee is not intoxicated by alcohol during working hours (Section 9 (1) (b) of the Occupational Safety and Protection of Health Law Act);
- (k) checking the ordered ban on smoking in the Employer's premises (Section 9 (1) (b) of the Occupational Safety and Protection of Health Law Act);
- (l) enabling the exercise of inspection over the state of occupational safety and protection of health for the relevant Trade Union body and authorised employees of the TUAPES (Safety at Work Company Inspectorate - SWCI) (Section 149 LC and Section 29 of the Occupational Safety and Protection of Health Law Act);
- (m) bearing the costs associated with ensuring protection of health and safety at work and not transferring them onto Employees (Section (11) of the Occupational Safety and Protection of Health Law Act);
- (n) inspecting the level of occupational safety and protection of health, the state of technological prevention, compliance with the principles of the occupational

- safety and protection of health, eliminating identified defects, causes of failures and accidents;
- (o) identifying and eliminating the causes of accidents at work and occupational diseases, keeping records thereof.
- 3) When developing a requirement for design documentation of buildings and reconstruction works thereof, taking into account the Occupational Safety and Protection of Health Law Act and Fire Safety Law Act. The Employer shall enable participation in developing the requirements and designs through Employees representatives for Occupational Safety and Protection of Health of the affected unit to which the design relates and the relevant internal administration. In doing so, taking into account stipulations of Section 6 (1) (a), t), Section 13 of the National Council of the Slovak Republic Law Act No. 124/2006 Coll., as amended.
 - 4) The Employer, with the participation of the Employees' representative, shall have the right to carry out inspection of the Employees' compliance with the treatment regime during temporary incapacity for work (the first ten days).

Article 13
Inspection of Trade Union Bodies in the Field of Occupational Safety and Protection of Health

- 1) The Trade Union hereby undertakes to exercise inspection over the state of occupational safety and protection of health at the Employer's premises.
- 2) In accordance with Section 149 of the Labour Code, the Trade Union shall be:
 - (a) checking how the Employer meets its obligations in the care of occupational safety and protection of health and whether it constantly creates the conditions for safe and healthy work, regularly inspecting the Employer's workplace and equipment for Employees and inspecting the Employer's management of personal protective equipment;
 - (b) checking whether the Employer duly investigates the causes of accidents at work, participating in the investigation of the causes of accidents at work and occupational diseases, or investigating them on its own;
 - (c) requiring the Employer to eliminate deficiencies in the operation, machinery and equipment or work procedures and interruption of work in the event of an immediate and serious threat to the life or health of Employees and other persons staying at the Employer's premises or a workplace with its awareness of the same;
 - (d) noticing the Employer of overtime and night work that would endanger the safety and health of Employees;
 - (e) participating in negotiations on occupational safety and protection of health issues.
- 3) The Employer hereby undertakes to provide the Trade Union, at its request, the information on the development of incapacity for work and accidents for the relevant calendar year.

Article 14
Working Hours of Employees

- 1) In the interest of creating more favourable working conditions and employment conditions in accordance with Section 85 (8) LC, the Employer's working hours shall be set at 37 and ½ hours per week; in the case of an Employee whose working hours are

scheduled in such a way that they regularly perform work alternately in both shifts in two-shift operation, the working hours of 36 and ¼ hours per week shall be established; in the case of an Employee who has working hours scheduled in such a way that they regularly perform work alternately in all the shifts in three-shift or continuous operation, the working hours in the number of 35 hours per week shall be established.

- 2) In order to increasing work efficiency and better ensuring the needs of Employees, flexible working hours have been introduced at UPJŠ as a flexible monthly working period.
- 3) In accordance with stipulation of Section 143 (2) LC, in the event of obstacles on the part of the Employee in the application of flexible working hours, the procedure shall be as follows:
 - duration of the necessary time for which the Employee is entitled to time off work in the case of all-day treatment or examination in a medical facility (provisions of Section 141 (2) (a), (1) and (3) of the Labour Code) shall be assessed as work performance and determined to the extent of the whole work day;
 - leave for examination or treatment of the Employee in a medical facility with salary compensation shall be granted for the necessary time, up to a maximum of 7 days in a calendar year (within the period of 7 days, the time spent at the doctor's in less than whole-day treatment shall be included);
 - one day shall be deemed to be the time corresponding to the average duration of the shift, resulting from the Employee's designated weekly working hours;
 - in other cases, in the event of obstacles to work on the part of the Employee in the application of flexible working hours, the relevant provisions of the Labour Code shall apply (provisions of Section 141 (2) (a) 2).
- 4) The Employer shall provide the Employee with a paid leave in the amount of 1 work day due to the donation of biological material for health purposes.
- 5) If the Employee's employment relationship arose in the course of the calendar year, the Employer shall provide the Employee with a paid leave for the reasons as specified in Section 141 (2) (a) (1) and (c) (1). LC to the extent of one third of the entitlement per calendar year for each started third of the calendar year of the employment relationship. The total entitlement shall be rounded up to whole calendar days (Section 141 (6) LC).
- 6) In connection with participation in his/her own wedding, the Employer shall provide one day of paid leave before the day of the ceremony or one day of paid leave after the day of the ceremony to the Employee whose wedding takes place on a Saturday, Sunday or another day off work (Section 141 (2) (e) LC).
- 7) In connection with the death of a family member, the Employer shall provide the Employee with paid leave for three days in the event of the death of the spouse or a child and the next day for participation in the funeral of those persons (Section 141 (2) (d) (1)).

In connection with the death of a family member, the Employer shall provide the Employee with a paid leave for one day to attend the parent's funeral and for the next two days if the Employee arranges the parent's funeral (Section 141 (2) (d) (2)).
- 8) In the first half of the calendar year 2021, the Employer shall provide the Employee one day off at the latter's request pursuant to Section 141 (3) (c) LC; for time off work, the Employee shall be entitled to compensation for the aggregate salary.

Article 15 Overtime Work

- 1) Overtime work is regulated in Section 97 of the Labour Code.

- 2) Overtime work may not exceed an average of 8 hours per week for a maximum period of 12 consecutive months.
- 3) If, for serious operating reasons, the Employer orders the Employee to work above a specified amount of daily working time or on non-work days, the former shall allow the latter to take compensatory leave within three months or as agreed between the Employee and the workplace senior official.
- 4) Pursuant (Section 97 (7) LC, an Employee may be ordered overtime work for a maximum of 150 hours within a calendar year. An Employee may perform overtime work for a maximum of 400 hours within a calendar year.

Article 16 **Fixed-term Employment**

- 1) Pursuant to Section 48 (4) (d) LC, the Contracting Parties have hereby agreed that under agreed works for the performance of which the Employer may carry out further extension or renegotiation of employment for a certain period of up to two years or over two years one shall understand the following works:
 - (a) Ensuring the economic and administrative operation of the Faculty in accordance with Section 32 LAHEI (the Faculty Bursar).
The Dean of the Faculty may enter into an employment contract pursuant to paragraph 1 (a) of this Article for a period of time equaling to his/her term of office at the longest (Section 28 (6) LAHEI). When filling the post of senior official - the Faculty Bursar, the Dean shall be obliged to comply with the valid internal regulations - the principles of the UPJŠ in Košice recruitment competition.
 - (b) University teachers pursuant to Section 75 LAHEI and researchers pursuant to Section 80 LAHEI.
 - (c) Administrative and professional work related to research projects, the wage costs of which are fully covered from the funds intended for the research within specific projects.
 - (d) Senior officials at teaching, research, development, and clinical units or Faculty institutes (heads of institutes and clinics of the UPJŠ Faculty of Medicine, directors and heads of institutes and heads of departments of the Faculties).
- 2) The Contracting Parties have hereby agreed that an employment relationship for an undefined period of time may be agreed for creative employees in science, research, and development if they have worked for the Employer for at least 10 years. Based on the result of the arrangement in compliance with the provisions of Article 2 (5) of the internal regulation "Rector's Decree No. 22/2016 Determines the Structure of Capacity Posts of UPJŠ in Košice Scientific Research Employees and the Criteria for Their Filling", an employment contract may be made with them for an undefined period of time.

Article 17 **Remuneration of Employees**

- 1) Remuneration of employees will be implemented by the Employer in accordance with the internal salary regulation of UPJŠ in Košice laid down in accordance with Law Act No. 553/2003 Coll., as amended.

Article 18 **Severance Allowance and Retirement Allowance**

- 1) The Employer shall provide a severance allowance to the Employee with whom the employment relationship terminates by agreement for the reasons stated in Section 63 (1)

- (a) or (b) of the Labour Code in excess of the scope established pursuant to Section 76 (2) of the Labour Code in the amount of one aggregate salary of the Employee.
- 2) Upon the first termination of employment after the acquisition of the right to early old-age or old-age pension or disability pension, if the decrease in the ability to perform gainful employment is more than 70% or the award of early old-age pension, the Employer shall provide the Employee with retirement allowance pursuant to Section 76 (a) of the Labour Code in sum of:
- (a) one aggregate salary of the Employee, if he/she has worked at UPJŠ for shorter than 15 years;
 - (b) two aggregate salaries of the Employee, if he/she has worked at UPJŠ for at least 15 years;

Article 19

Salary Compensation and Shift Allowances

1) Salary Compensation for Aggravated Work Performance

- (a) Pursuant to Section 11 of Law Act No. 553/2003 Coll. as amended, work activities for which the Employee is entitled to compensation, if these work activities have been classified by the competent public health authority in the third or fourth category according to a special regulation, and if in their performance the intensity of environmental factors despite the technical, organisational and specific protective and preventive measures according to special regulations requires the Employee to use personal protective equipment to reduce the health risk, the activities are carried out in the environment in which the following factors operate:
 - chemical factors,
 - carcinogenic and mutagenic factors,
 - biological factors,
 - dust,
 - physical factors (e.g. noise, vibration, ionising radiation).
- (b) The Employee under paragraph 1 (a) of this Article shall be entitled to compensation for aggravated performance of work activities classified in:
 - the third category in the amount of € 67.50 to € 69.50 per month,
 - the fourth category in the amount of € 67.50 to € 72.50 per month.

2) Bonuses for Shifts

An Employee shall be entitled to a shift bonus in the amount of € 7.50 to € 10.00 in two-shift, three-shift or continuous operation, provided that the shifts are alternating.

Article 20

Benefits

- 1) The Rector, the Dean of the Faculty, and the University Bursar shall decide on awarding benefits pursuant to stipulation of Section 20 of Law Act No. 553/2003 Coll. within the scope of their defined respective competences in connection with financial resources within the approved budget on the basis of a written reasoned motion by the relevant senior official.
- 2) Benefit on reaching 50 years and 60 years of age for work merits pursuant to Section 20 (1) (c) of Law Act No. 553/2003 Coll. shall be paid out to the Employee as follows:

- (a) for the duration of employment at UPJŠ of 1 year to 5 years a maximum of € 100.00;
 - (b) for the duration of employment at UPJŠ of up to 10 years a maximum of € 200.00;
 - (c) For the duration of employment at UPJŠ for over 10 years a maximum of € 300.00.
- 3) Employees in manual occupations in the employment position of cleaner, auxiliary labour and cooks in student canteens, auxiliary labour in laboratories and glass washers for the performance of extraordinary work tasks in connection with substituting any other employee during the latter's incapacity for work or for family member care, pursuant to Section 20 (1) (a) of Law Act No. 553/2003 Coll., a benefit in the amount of € 8.50 will be paid for one day of substitution on a full-time basis, and in the case of representation on a reduced-time basis, the benefit will be reduced in proportion to the full-time equivalent.
- 4) The Employer shall provide the Employee, whose employment lasts for at least six months by 30 November 2021, with remuneration pursuant to Section 20 (1) (g) of the Remuneration Act in the amount of € 100, the right to the provision of remuneration shall not arise for an Employee who is working in a probationary period and an employee who is given a period of notice. Remuneration will be paid out in December in the salary for November 2021.

Article 21 Healthcare

- 1) The Employer hereby undertakes to equip workplaces with appropriate toiletries and to maintain the condition of first aid kits in accordance with valid legal regulations in relation to work in accordance with valid legal regulations and in accordance with the contract on the provision of health work services made.
- 2) During the Employee's temporary incapacity for work, the amount of income compensation in the period from the first to the tenth day of incapacity for work shall be 70% of the Employee's per diem assessment basis (Section 8 (2) of Law Act No. 462/2003 Coll. on Income Compensation in the Event of Temporary Incapacity for Work, as amended).

Article 22 Recreational Care and Care for Employees' Children

- 1) Following an agreement with the Trade Union, the Employer will provide recreation to its Employees, their family members and pensioners – the former employees, including the children's one, in the Teaching and Training Facility in Danišovce with an allowance from the Social Welfare Fund in accordance with the Principles for the Formation and Use of the Social Welfare Fund (Annex No. 1 to this CA).
- 2) The Employer shall enable the free use of UPJŠ sports facilities for the regeneration of the workforce of UPJŠ Employees on the basis of a contract made with the CTUB.

Article 23 In-house Catering

- 1) Pursuant to Section 152 LC, the Employer hereby undertakes to provide Employees in all the work shifts with meals corresponding to the principles of proper nutrition directly at workplaces or in their vicinity, with the exception of Employees sent on business trips who performed work for shorter than 4 hours within a work shift.
- 2) The Employer shall provide meals by serving one cooked main meal, including a suitable beverage during a work shift in its own facility, in the catering facility of another

employer or through a legal entity. For this purpose, a work shift longer than four hours shall be considered a work shift.

- 3) The Employer shall contribute to the meals of Employees in employment from the Employer's funds in the amount of at least 55% of the value of the meal in accordance with the provision of Section 152 (3) LC. The Employer shall contribute to the meals from the Employer's budget to the pensioners having retired from UPJŠ in the amount of € 0.20 for one main meal. The Employer shall contribute 55% of the value of the meal from the Employer's budget to Professors Emeriti.
- 4) The Employer hereby undertakes to also provide allowances to the meals from the Social Welfare Fund pursuant Law Act No. 152/1994 Coll. on the Social Welfare Fund and on the Amendment to Law Act No. 286/1992 Coll. on Income Taxes, as amended, for one main meal in accordance with the Principles for the Formation and Use of the Social Welfare Fund.
- 5) The Employee shall be entitled to the number of meal vouchers with an allowance from the State budget corresponding to the time period worked and/or corresponding to the number of shifts worked in continuous operations.
- 6) The Employer shall provide alternative meals:
 - during decommissioning of operation in the UPJŠ Student Hostels and Canteens, at the request of the Employee and based on a medical certificate from a specialist for health reasons in accordance with Section 152 (6) LC, e.g. gastroenterologist, endocrinologist, internist (not general practitioner), etc. for the duration of medical reasons; the Employee shall be obliged to immediately notify the Employer in writing of the cessation of health reasons;
 - to Employees with a place of work outside of Košice, meals in another canteen or through an organisation that provides alternative meals.
- 7) The Trade Union body shall ensure social surveillance over the in-house catering with the participation of authorised Employees and, in the event of identified deficiencies, it shall propose measures to the organisation's management to eliminate them.
- 8) The Employer shall be obliged to provide an Employee whose work shift is longer than 6 hours with a break for rest and having meals lasting for 30 minutes, a juvenile Employee if the work shift is longer than 4 and ½ hours, if it is a continuous operation to create conditions for rest and having meals without interruption. The beginning and end of the meal and rest break shall be determined by the Employer in agreement with the relevant Trade Union body when approving the working time schedule. A break for rest and having meals shall not be included within working hours.
- 9) The Employer shall provide the Employees in continuous operation with alternative meals during night shifts, on Saturdays, Sundays, and on non-work days, while providing them with adequate time for rest and having meals, even without interruption of operation. This time period shall be included within the working hours.
- 10) The Employer shall provide an Employee, who works part-time and works longer than 4 hours in a single work shift, a break for having rest and meals for 30 minutes during their work shift. A break shall not be included within working hours and shall not be linked to the end of the work shift.
- 11) The organisation shall make its social facilities including refreshments of the UPJŠ Student Hostels and Canteens and the Botanic Garden available to the Employees for organising their significant life anniversaries and employment anniversaries according to the valid price list with price reduction for the Employees.
- 12) In accordance with stipulation of Section 152 (3), (6) and (8) LC, the Employer shall provide an Employee in a place of work abroad during work at that place abroad a meal allowance of 55% of the meal allowance corresponding to 50% of the basic meal

allowance for the country in whose territory the place of performance of the Employee's work is located. The meal allowance will be provided to the Employee in the Employee's salary for the relevant calendar month for which the meal allowance is provided.

**Article 24
Care for Professional Competence**

- 1) The Employer hereby undertakes to take care of developing the professional competences of Employees or increasing them and to ensure that Employees are employed in the work corresponding to their level of professional competence attained.
- 2) The Employees, who develop their professional competences and have appropriate agreements with the Employer made, will be provided with work allowances and economic provisions in accordance with applicable regulations.
- 3) The Employer shall support education of employees organised by the Trade Unions and contribute to it an appropriate amount, up to a maximum of € 1,750 per year, while the limit per Employee is € 250 per year. Participation in education will be permitted by the Employer with the prior written consent of the Rector.

**Article 25
Leave for Recovery**

- 1) The basic period of leave shall last for five weeks. Six-week leave shall be granted to an Employee who is at least 33 years of age by the end of the calendar year and to an Employee who takes permanent care of a child. The leave of University teachers and researchers shall be nine weeks in a calendar year.
- 2) The Employee shall be required to take at least 50% of the annual leave in July and August; in justified cases an exception may be granted by the head of the unit. If, for operating reasons, the Employee has not been able to take the leave in the relevant calendar year, they may carry over a maximum of 5 days of leave to the following year.
- 3) Pursuant to Section 111 (2) LC, in the period from 27 December 2021 to 31 December 2021, corporate drawing of leave for operating reasons will be determined. Exceptions will only be permitted by the Rector or the Dean of the Faculty in respect of the performance of significant work duties.
- 4) In calculating the aliquot part of the leave in accordance with stipulations of Sections 101 – 104 (a) LC, the Employer shall proceed as follows:

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

*) valid if the employee has a fixed working time of 35 hours per week during continuous operation

- 5) If the Employer orders the Employee to work in excess of the specified amount of daily working hours or on non-work days for serious operating reasons, the former shall allow the latter to draw a compensatory leave within three months or as agreed between the Employee and the head of the relevant unit. In addition to the leave, the Employer shall grant the Employee, on the latter's request, a non-remunerated leave, unless there are serious operating reasons.
- 6) The Employer shall reduce the leave by one twelfth for the first 100 missed work days and by one twelfth for each additional 21 missed work days to an Employee who has complied with the condition of working for at least 60 days in the calendar year for which the leave is granted if the Employee did not work in the relevant calendar year due to the following reasons:
 - (a) performance of extraordinary service in a period of crisis or alternative service in the time of war and the state of war;
 - (b) drawing parental leave pursuant to Section 166 (2) LC,
 - (c) long-term release for the performance of a public office and for the performance of a Trade Union capacity pursuant to Section 136 (2) LC;
 - (d) important personal obstacles at work pursuant to Section 141 (1) and (3) (c) LC.
- 7) The Employer will support the organisation of activities on the occasion of the Sectorial Day (28 March).

Article 26

Social Welfare Fund and Supplementary Pension Insurance

- 1) Formation and use of the Social Welfare Fund are regulated in the Principles for the Formation and Use of the Social Welfare Fund, which form Annex No. 1 to this CA.
- 2) Supplementary pension insurance for Employees is regulated in the Principles for the Implementation of the Supplementary Pension Insurance (SPI), which form Annex No. 2 to this CA.

Article 27

Temporary Suspension of Work

- 1) If the Employee is reasonably suspected of a serious breach of work discipline and their further performance of work would endanger the important interest of the Employer, the Employer may, after consultation with the Employees' representatives, temporarily suspend the Employee's performance of their work for a maximum of one month. During the temporary suspension of work, the Employee shall be entitled to compensation of wages in the amount of at least 60% of their average earnings; if a serious breach of work discipline has not been proven, the Employee shall be entitled to a supplement up to the amount of their average earnings.

Part Three

Final Provisions

Article 28

Validity and Effectiveness of the Agreement

- 1) The Contracting Parties have agreed that the evaluation of meeting the obligations and rights of this CA will be performed semi-annually at the level of the relevant Trade Union

for the first half of the year no later than 15 August and for the whole year by 15 March in the relevant year.

- 2) This CA is made in four equal copies. Each of the Contracting Parties shall receive two signed copies.
- 3) The Contracting Parties hereby declare that they have read this CA, agree with its contents and therefore sign it as a proof of the same.
- 4) This Agreement shall enter into force on the date of its signing by the Contracting Parties and shall take effect as of 1 March 2021. With the entry into force of this Collective Agreement, both the Collective Agreement for 2019-2020, file ref. No.: REK000335/2019-UOC, and Annex No. 1 file ref. No.: REK000186 / 2020-UPA / 266 shall become void.

RNDr. Helena Mičková, PhD., m. p.
CTUB TUAPES at UPJŠ President

Prof. RNDr. Pavol Sovák, CSc., m. p.
UPJŠ Rector



**Principles
for the Formation and Use of the Social Welfare Fund**

**Article 1
General Provision**

- 1) The Principles for the Formation and Use of the Social Welfare Fund (hereinafter the Principles) shall regulate the formation and subsequent use of the Social Welfare Fund of the Employer, Pavol Jozef Šafárik University in Košice, in connection with the the National Council of the Slovak Republic Law Act No. 152/1994 Coll. on the Social Welfare Fund and on the Amendment to Law Act No. 286/1992 Coll. on Income Taxes as amended by subsequent regulations as amended by the National Council of the Slovak Republic Law Act No. 280/1995 Coll., the National Council of the Slovak Republic Law Act No. 375/1996 Coll., Law Act No. 313/2005 Coll., and Law Act No. 591/2007 Coll., and 474/2008 Coll. (hereinafter the SWF Law Act).
- 2) Allowance from the Social Welfare Fund may also be provided to the Employee's family members and to the beneficiary of an old-age and invalidity pension who was employed by the Employer in an employment relationship on the date of retirement and it is stated in these Principles. Pursuant to the law, the spouse of the Employee and dependent children under the age of 25 are considered family members.
- 3) The Employer may not provide an allowance from the Social Welfare Fund for the purpose of remuneration for work.
- 4) The allowance from the Social Welfare Fund provided in the form of a monetary or non-monetary benefit shall be considered wage-earning income and is subject to taxation pursuant to Law Act No. 595/2003 Coll. on Income Tax and to liability allowance to health and social insurance.

**Article 2
Formation of the Social Welfare Fund**

The Social Welfare Fund shall be formed throughout the University as a sum of:

- (a) mandatory allocation of 1%;
 - (b) additional allocation of 0.25% of the aggregate gross salaries of Employees charged to the Employees from the salary of the calendar year;
 - (c) other resources - donations, subsidies, loan repayments;
 - (d) allocation from profit - from the distribution of the economic profit according to the decision of the UPJŠ in Košice Board of Directors.
- 2) The basis for determining the annual allocation to the Fund pursuant to (1) (a) and b) of the Principles is represented by the sum of gross salaries charged to the Employee for payment per calendar year. The basis for determining the monthly allocation to the fund is represented by the sum of the gross salaries charged to the Employee for payment per calendar month.

- 3) The Fund shall be formed on the date agreed for the payment of salaries. The transfer of funds to the accounts of the Faculties will take place within 5 days after the agreed date for the payment of salaries no later than the 15th day of the relevant month.
- 4) The budget of the Social Welfare Fund shall be compiled for the relevant calendar year, which may be adjusted in individual items during the year after approval by the relevant Trade Union.
- 5) Settlement of the Fund resources for the calendar year shall be performed by the Employer no later than on 31 January of the following year. Differences found in this settlement, which do not exceed the amount of € 3.00, will not be settled between the Faculties and the University Social Welfare Fund account kept at the Rector's Office. The unspent balance of the Fund shall be transferred to the following year.
- 6) The Employer shall provide the Trade Union an allowance from the Fund to cover the costs of the Trade Union in the implementation of collective bargaining in the amount equal to 0.025% of the aggregate gross salaries charged to UPJŠ Employees to the account of the CTUB TUAPES at UPJŠ in Košice kept in the ČSOB bank. The balance of funds for the Trade Union at UPJŠ in Košice, which were accumulated in the Rectorate basic current account, will be transferred in a lump sum to the account of the CTUB TUAPES at UPJŠ in Košice kept at the ČSOB bank.
- 7) Allowance from the SWF for CTUB formed according to (6) above may be used in particular for the following items:
 - analytical material intended for the Employer's Trade Union;
 - expert opinion on a specific issue in connection with collective bargaining;
 - expert activity of independent experts outside the BO, TUA, CTUA SR;
 - expenditure on training negotiators;
 - rental of rooms where KV takes place outside the Employer's premises;
 - computer technology and software, purchase of office supplies;
 - negotiators' travel allowances and negotiators' telecommunications expenses.
- 8) Expenditures referred to in paragraph 7 up to the amount pursuant to paragraph 6 will be implemented through the Economic Section of the UPJŠ Rectorate pursuant to Law Act on Budgetary Rules (see the University Bursar's Methodological Instruction for the Formation of the Social Welfare Fund).

Article 3 Use of the Social Welfare Fund

1) In-house catering

The Employer shall provide Employees with a meal allowance in the amount of € 0.63 in excess of the generally valid regulations (Section 152 LC) for one meal taken. This allowance is exempt from tax pursuant to Law Act No. 595/2003 Coll. on Income Tax.

2) Reimbursement of travel expenses to and from the place of work

2.1. The Employer shall provide a monthly allowance to cover the costs of transport to and from the place of work in the amount of max. € 50.00 to those Employees whose aggregate salary for the relevant calendar month does not exceed 50% of the average nominal monthly salary of employee in the national economy of the Slovak Republic, including bonuses and remuneration pursuant to Section 4 (1) (m) of Law Act No. 553/2003 Coll. as amended, if they travel to work by regular bus transport, rail passenger

transport, or public transport and the place of their permanent residence (or temporary residence) is located in the Tariff Zone T2, so it belongs to the District of Košice - Precincts. In the case of monthly travel tickets, the weekly allowance shall be calculated in proportion to the time worked.

- 2.2. Expenses incurred for transport to and from the place of work are required to be proved by the Employee on a monthly basis, and the Employer shall be obliged to monitor the Employee's income in accordance with paragraph 2.1. above of the Principles applying to the allowance for transport to and from the place of work.
- 2.3. The Employer shall be obliged to keep records of the allowances provided pursuant to Section 7 (3) (a) of the Law Act; these records shall include the documents proving the expenses incurred by Employees for transport to and from the place of work.
- 2.4. This allowance is subject to wage-earning income tax pursuant to Section 5 of Law Act No. 595/2003 Coll. on Income Tax, as amended, and social security and health insurance liability contributions.

3) Non-repayable Social Welfare Assistance

- 3.1. In the case of the birth or adoption of a child in the amount of **€ 100.00** for each child.
- 3.2. In the event of death of a family member (spouse, dependent child) in the amount of **€ 200.00 for the Employee**.
- 3.3. In case of other extraordinary events (e.g. natural disaster, difficult financial situation, etc.) the amount of the allowance shall be approved by the Rector for Employees organisationally assigned at the Rectorate, Research and Teaching Units, Information Units and Special-purpose Facilities, and the Dean of the Faculty for Employees organisationally assigned at the Faculties in agreement with the relevant TU BO.

Social welfare allowance is provided to Employees on the basis of a letter of request of the Employee supported by relevant documents continuously, no later than on **30 November** of the relevant calendar year in which the event occurred.

If the event occurred in December, the letter of request shall be submitted by the end of January of the following calendar year.

4. Gifts

Monetary gifts will be provided to Employees as follows:

- 4.1. On the occasion of the life anniversary
- 50 years of age and 60 years of age in the amount of € 100.00

This monetary gift will be provided to an Employee whose employment at UPJŠ on the date of reaching the life anniversary lasts for at least 1 year.

- 4.2. On the occasion of the employment anniversary
 - 20 years of continuous employment at UPJŠ in the amount of € 150 - € 200
 - 25 years of continuous employment at UPJŠ in the amount of € 200 - € 250
 - 30 years of continuous employment at UPJŠ in the amount of € 250 - € 300
 - 35 years of continuous employment at UPJŠ in the amount of € 300 - € 350
 - 40 years of continuous employment at UPJŠ in the amount of € 350 - € 400
 - 45 years of continuous employment at UPJŠ in the amount of € 400 - € 450

Each Faculty shall set a regular amount for the relevant employment anniversaries within the range as specified above.

- 4.3. To donors of biological material for medical purposes for each withdrawal in the amount of € 12.00
"To golden" donors for each withdrawal in the amount of € 15.00

In case of concurrence of several anniversaries within a single year, all the gifts will be provided.

The proposal for a monetary gift shall be submitted by a senior officer on the basis of documents from the personnel agenda.

5. Employee Care - Regeneration of the Workforce

- 5.1. The Employer will provide for the Botanic Garden employees working in greenhouses, in the Section of Decorative Flora, in the Section of Arboretum, in the Section of Endangered and Medicinal Plants, Phytopathologist (1), maintenance and operation (2) 0.5 l of mineral water per 1 employee for 1 day. During the summer period of extreme temperatures (above 27° C), employees in the Botanic Garden working in greenhouses will be provided with mineral water in the amount of 1 liter per person per day.
- 5.2. The Employer will provide an allowance from the Social Welfare Fund to the Employees, their family members and pensioners - former employees during their stay in the Teaching and Training Facility in Danišovce in the amount of € 7.00 /person/night. A family member for the purposes of this paragraph is a spouse and a dependent child under the age of 25.
- 5.3. The Employer will provide an allowance from the Social Welfare Fund for a ticket for the employees - participants at the UPJŠ Representative Ballroom Dancing in Košice according to the decision of the University Management and financial possibilities in the relevant year.
- 5.4. The Rector shall decide on the further use of funds from the Social Welfare Fund, especially in the area of workforce regeneration and further care for the Employee in agreement with the Employees' representatives for Employees organisationally assigned at the Rectorate, Research and Teaching Units, Information Units and Special-purpose Facilities, the Dean of the faculty for employees organisationally assigned at the Faculties depending on the resources available in the Social Welfare Fund.

Article 4

Final and Repealing Provisions

- 1) The principles for the Formation and use of the Social Welfare Fund shall enter into force on the date of signing the Collective Agreement for 2021 and shall take effect as of 1 March 2021.

RNDr. Helena Mičková, PhD., m. p.
CTUB TUAPES at UPJŠ President

Prof. RNDr. Pavol Sovák, CSc., m. p.
UPJŠ Rector



**Principles
for the Implementation of Supplementary Pension Savings
in 2021**

**Article I
General Provision**

- 1) The Principles for the Implementation of Supplementary Pension Savings shall apply to the Employer, Pavol Jozef Šafárik University in Košice, including its Faculties (hereinafter the Employer), which pursuant to Article 23 (1) (d) of the UPJŠ in Košice Statute as amended by Appendices No. 1 and No. 2, perform the tasks of Employer in the field of making, changing and terminating employment relations of Employees organisationally assigned at the Faculties.
- 2) Payment of allowances and meeting the obligations in terms of employment contracts made will be implemented by the Employer for Employees organisationally assigned at the Faculties as well as for Employees of the Rectorate, Research and Teaching Units, Information Units and Special-purpose Facilities of Pavol Jozef Šafárik University in Košice.

**Article 2
Amount of the Allowance**

- 1) The Employer shall provide a monthly allowance in the amount of € 22.00 to the Employee who has an employment contract made for at least 50% of the established working hours.
- 2) The amount of the Employee's allowance shall be at least € 4.
- 3) The Employer shall agree a waiting period of three months for the Employees in the employment contract.
- 4) The Contracting Parties have agreed that during long-term absence (maternity leave, parental leave, incapacity for work and nursing allowance for longer than one calendar month), the Employee shall not be entitled to the allowance in the relevant month.

**Article 3
Final Provision**

- 1) These Principles shall enter into force on the date of signing the Collective Agreement for 2021 and shall enter into force on 1 March 2021.