

**Full text
of the Internal Regulation**

no. 7/2007 - N
as amended by its Annexes no. 1 and 6

**Staff Regulations
for employees
of the Slovak University of Technology in Bratislava**

The Rector of the Slovak University of Technology in Bratislava adopts, in accordance with Article 25, point 3 of the STU Internal Regulation no. 7/2007 - N of December 17, 2007, “Staff Regulations for Employees of the Slovak University of Technology in Bratislava” as amended

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Staff Regulations
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as follows from the amendments made by Annexes no. 1 of March 2, 2009, Appendix no. 2 of November 29, 2010, Appendix no. 3 of January 30, 2012, Appendix no. 4 of February 26, 2013, Appendix no. 5 of April 30, 2013 and Appendix no. 6 of December 18, 2015:

The Slovak University of Technology in Bratislava (hereinafter “STU” or “employer”)

adopts

in accordance with § 84 of the Labor Code, in accordance with § 12 of Act no. 552/2003 C.a. on the performance of work in a public interest, as amended (hereinafter the “Act”), according to § 15(1)(d) of Act no. 131/2002 C.a. on Higher Education Institutions and on Amendments to Certain Acts, as amended (hereinafter referred to as the “Higher Education Act”), this

Staff Regulations:

Article 1
Introductory provisions

1. Staff Regulations shall apply to all parts of the STU and for all STU employees.
2. Staff Regulations shall apply to employee’s contracts on irregular or short work performances where this is expressed in the contract thereof or where such applicability is derived from legally binding general regulation.
3. The obligation to communicate employees with these Staff Regulations and with amendments to these Staff Regulations (hereinafter referred to as the “Staff Regulations”) rests with their immediate superior.
4. For the purposes of these Staff Regulations and other internal regulations of STU¹, unless otherwise provided thereof, head employees are STU employees who are authorized at individual levels for a STU management to define and assign work tasks on subordinate employees, organize, manage and control their work and give them binding instructions for this purpose.

Article 2
Persons involved in the employment relationships

¹ Article 2 of the Rector's Directive no. 4/2013-SR Rules for issuing internal regulations of the Slovak University of Technology in Bratislava of October 3, 2013.

1. In accordance with §6(1)(g) of the Higher Education Act, the self-governing competence of the STU also includes the conclusion, modification and abolition of employment relations and the determination of the number and structure of jobs at the STU.
2. Legal acts are implemented on behalf of the STU by the Rector or employees authorized by him in employment relationships.
3. Deans of the faculties perform legal acts in employment relations with the STU employees assigned to faculties to an unlimited extent. In the case of deans, legal acts in employment relationships are implemented by the Rector.
4. The Quaestor performs legal acts in employment relationships for employees assigned to STU² university workplaces and to STU³ special-purpose facilities to the extent authorized by the Rector.
5. Other than the employees referred to in points 3 and 4 of this Article, they perform legal acts in employment relationships with employees assigned to their workplace to the extent authorized by the Rector.

Article 3 Employment

1. Before concluding a work contract, the STU shall find out whether the job seeker meets the prerequisites for performing work in the public interest in accordance with § 3 of the Act.
2. An STU employee can only be a natural person who:
 - a) has full legal capacity to full extent,
 - b) did not commit any crime,
 - c) meets the qualification requirements and special qualification requirements; details are regulated in the STU Salary Regulation, which is authorized to be adopted by the Rector,
 - d) is medically fit for the work to be performed, if any of this requires a specific regulation,
 - e) was elected or appointed, where a specific regulation stipulates the choice or appointment as a precondition for the performance of work in the public interest,
 - f) is entitled to become acquainted with classified information in accordance with a specific regulation, if such authorization for the agreed work is required,
 - g) complies with the Code of Ethics for employees of the Slovak University of Technology in Bratislava, which is an annex to these Staff Regulations (hereinafter also the “Code of Ethics”).
3. The prerequisites listed in point 2 of this Article shall be met by the employee for the entire period of work at the STU.

² Article 2 point 3 of the Organizational Rules of the Slovak University of Technology, as amended.

³ Article 2 point 4 of the Organizational Rules of the Slovak University of Technology, as amended.

4. STU employees who perform craft, manual or any physical work activities with a predominance of physical work shall meet the requirements set out in paragraph 2 (b) to (d) and (g) of this Article.
5. Facts necessary for the conclusion of the employment contract shall be proved in a prescribed or credible manner (e.g. qualification requirements by an official document). The integrity is proven by an extract from the criminal record not older than three months, before the commencement of a work.
6. Before concluding an employment contract, the STU shall communicate the natural person with the rights and obligations arising for him from the work contract, with the working conditions and salary conditions under which he is to perform the work. A natural person shall inform the STU about facts that hinder the performance of work or that could cause harm to the STU, as well as about the fact that he works for several employers and the length of working time for another employer, if it is a juvenile or a university teacher, researcher or artist⁴. For the purposes of this point, several employers also mean the individual parts of the STU.
7. If a medical fitness for work or mental fitness for work is required for the performance of work according to specific regulations, or another precondition according to a specific law, the STU may enter into an employment contract only with a naturally fit or mentally fit person for this work or with a natural person who meets another presumption according to a specific law.
8. The STU may not request information from a natural person in the framework of pre-contractual relations relating to:
 - a) pregnancy,
 - b) family relations,
 - c) political affiliation, trade union affiliation and religion jurisdiction,
 - d) sexual orientation.
9. Before taking up employment, the staff member shall submit:
 - a) application for employment,
 - b) professional CV,
 - c) proof of education,
 - d) an extract from the criminal record not older than three months,
 - e) confirmation of employment from previous employers for the purpose of proving the credited experience,
 - f) a solemn declaration of the employee on the length of working time with another employer, if it is a juvenile,
 - g) proof of medical fitness in accordance with a specific regulation.
10. The application for employment is submitted by the relevant manager, who submits a proposal for employment to the human resources department (in the case of the STU Rectorate) or to the relevant organizational unit (in the case of STU faculties) no later than ten calendar days before starting the employment. The proposal for admission is approved by the Rector or an employee authorized by him, who is authorized to enter

⁴ § 74(4) of Act no. 131/2002 Coll. on Higher Education Institutions and on amendments to certain acts, as amended.

into employment. The dean is employed by the STU where he is assigned to the faculty he manages. The application for recruitment shall include in particular:

- a) proposal for employment and salary classification of the employee,
- b) job description (description of work activities).

11. The employment is established by an employment contract no later than 1 working day before the employee starts working. The contract shall be made in writing. The STU shall issue one copy of the employment contract to the employee.

12. The employment contract shall contain following agreement on work terms and conditions:

- a) the type of work (description of work activities) the employee is hired,
- b) place of work (municipality, part of municipality or otherwise designated place, e.g. Bratislava, Trnava, Gabčíkovo, or another place),
- c) first day at work,
- d) STU's right to monetary compensation in the amount that is the product of the employee's functional salary and the length of the notice period, where the employee does not remain with the employer during the notice period; this claim can be exercised by the STU as the deduction from salary.
- e) the employee's consent to the processing of personal data and data of family members provided to the employer in connection with employment relationships, receivables and liabilities arising from these relationships and the employee's obligation to report in writing without delay any change in the personal data provided to the employer in accordance with Act no. 122/2013 C.a. on the protection of personal data and on the amendment of certain laws as amended by Act no. 84/2014 C.a.

In addition to the mandatory requirements, the employment contract states:

- aa) duration of employment,
- ab) trial period,
- ac) weekly working time,
- ad) method of salary payment,
- ae) payment date,
- af) the area of leave,
- ag) the length of the notice period,
- ah) where appropriate, such other conditions as may be agreed between the contractual parties.

13. The STU shall notify the employee in writing of the amount and composition of the functional salary when concluding an employment contract, changing the type of work or adjusting the functional salary.

14. A probationary period of a maximum of three months may be agreed in the employment contract and a maximum of six months for a manager under the direct management of a statutory body or a member of a statutory body and a manager who is under the direct management of that manager. The trial period cannot be extended. The probationary period is extended by the time of obstacles at work on the part of the employee. The

trial period shall be agreed 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.

15. The positions of university teachers, the positions of professors and associate professors and the positions of head employees of STU and head employees of STU faculties may be contracted on the basis of the result of the recruitment procedure. The principles of the selection procedure in the conditions of the STU are regulated by the internal STU regulation⁵.
16. Foreigners or persons without a nationality may be recruited by the STU only in accordance with generally binding legal regulations.
17. Employees who are close persons (a relative in the direct line, a sibling, a spouse, other persons in a family or similar relationship are close to each other if the damage suffered by one of them, the other reasonably felt as personal harm) cannot be included to direct subordination or superiority to each other or so that one is subject to treasury control or accounting control of the other.
18. On the day of entering an employment, the relevant manager in accordance with § 47(2) of the Labor Code shall demonstrably acquaint the employee with the valid work regulations, the collective agreement, with generally binding legal regulations and other regulations relating to the work performed by him. The employee concerning the health and safety and fire safety department will be acquainted by the employee at the beginning of work in the manner and to the extent stipulated by a special regulation, the employee of the health and safety and fire safety department in cooperation with the manager. The employee confirms the notification in writing.
19. A fixed-term employment relationship may be agreed, extended or renegotiated only under the conditions laid down in § 48 of the Labor Code.
20. An applicant who has once been employed at the STU may be required to submit a work report.

Article 3a Ethics committee

1. The compliance with the Code of Ethics shall be reviewed by an ethics committee set up by the Rector as his advisory body.⁶
2. The Ethics Committee is entitled to decide whether the Code of Ethics has been violated, to propose measures and to decide whether circumstances have arisen within the meaning of Article 5 point 2 (g) of these Staff Regulations.
3. The Ethics Committee also addresses other complaints regarding violations of the rules of conduct in the workplace.

⁵ Internal regulation No. 1/2013 Principles of the selection procedure for filling the positions of university teachers, jobs of researchers, positions of professors and associate professors and positions of senior employees at the Slovak University of Technology in Bratislava (Principles of the selection proceedings) as amended.

⁶ Article 8 point 3 of the Organizational Rules of the Slovak Technical University, as amended.

Article 4**Obligations arising from the employment relationship**

1. From the day the employment relationship arose
 - a) the STU shall assign work to the employee according to the employment contract, to pay him a salary for the work performed, to create conditions for the performance of work tasks and to observe other working conditions stipulated by legal regulations, collective agreement and work contract,
 - b) according to the instructions of STU, the employee shall perform work in person according to the employment contract within the specified working hours and to respect the work discipline,
 - c) the employee shall notify the employer in writing without undue delay of all changes concerning the employment relationship and related to his person, in particular a change of his name, surname, the permanent residence or temporary residence, the address for delivery documents, the health insurance company, and if, with the employee's consent, the payment is made to an account at a bank or a branch of a foreign bank, as well as a change of bank connection.
2. The employee shall
 - a) respect the Constitution of the Slovak Republic, constitutional laws, laws, other generally binding legal regulations, internal regulations of the STU and other internal organizational and management standards issued by the Rector or the Quaestor and apply them to the best of their knowledge and belief, respect and protect human dignity and human rights,
 - b) act and decide impartially and refrain from performing work in the public interest of anything that could jeopardize trust in the impartiality and objectivity of proceedings and decisions,
 - c) maintain confidentiality about facts he learned during the performance of work in the public interest and which in the interest of the STU cannot be communicated to other persons, even after the termination of employment; this does not apply if he has been relieved of this duty by the Rector or the head authorized by him and, in the case of an employee assigned to the faculty, the dean, unless a special regulation provides otherwise; the obligation of professional secrecy under this point does not apply to the reporting of crime or other anti-social activities under a specific regulation⁷. Details will be determined by the internal organizational and STU management standard⁸ authorized to be adopted by the Rector,
 - d) refrain from any action which might lead to a conflict of interests; a conflict of interest is the fact when an employee of STU prioritizes personal interest over

⁷ § 3 (b) and (c) of Act no. 583/2008 Coll. on the prevention of crime and other anti-social activities and on the amendment of certain laws as amended.

⁸ Article 3(1) (a) b) and (c) of the Rector's Directive no. 4/2013-SR Rules for issuing internal regulations of the Slovak University of Technology in Bratislava of October 3, 2013.

public interest, i.e. when the employee acts in such a way as to obtain property benefit for himself or for a person close to him⁹,

- e) not to misuse information obtained in connection with and during the performance of employment for one's own benefit or for the benefit of close or other natural persons and legal entities (this obligation applies even after the termination of an employment),
- f) refrain from proceedings that result in unjustified promises or binding tasks of the STU,
- g) ensure the economical and efficient management and use of financial resources and facilities entrusted to the employee, to protect the entrusted property from damage, destruction, loss and not to misuse the entrusted property for personal gain, for the benefit of a close person¹⁰ or another person and for any business activities,
- h) notify the superior manager or the active body in criminal proceedings, of loss or damage to property owned or managed by the STU,
- i) notify the STU that he has been convicted of an intentional criminal offense or that he has been deprived of legal capacity or that his legal capacity has been restricted,
- j) if he creates an invention, utility model, design, topography of semiconductor devices, trademark or other the subject of intellectual property, immediately inform the relevant organizational unit of this fact,
- k) not to abuse the entrusted intellectual, material and financial resources for the purpose of self-enrichment or to the detriment of the public interest, the interest of the STU and other universities; the public interest under this point is an interest which brings a pecuniary or other benefit to all or a majority of citizens,
- l) respect the financial discipline and internal regulations of the STU,
- m) comply with the prohibition on pursuing an activity other than during non-working hours and with the use of intellectual values and property of the STU.

An employee who carries out craft, manual or handling work shall be subject to the provisions of this point as appropriate.

3. When performing work in the public interest, an employee may not:
 - a) carry out an activity that would be significantly reduce dignity in relation to the function performed or its impartiality would be compromised,
 - b) mediate for himself or for another natural or legal person business relations with the state, with a municipality, with a higher territorial unit, with a state enterprise, state special-purpose fund, with the National Property Fund of the Slovak Republic and with another legal entity established by the state, budgetary or contributory organization, other legal entity, established by a municipality or a higher territorial unit by a legal entity with the ownership participation of the state, the National Property Fund of the Slovak Republic, a municipality or a higher territorial unit,

⁹ § 116 of the Civil Code.

¹⁰ § 116 of the Civil Code.

- c) solicit or accept gifts or other benefits or induce others to make 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 normally provided in the performance of work in the public interest or by the employer,
 - d) acquire property from the state, municipality, higher territorial unit or the National Property Fund of the Slovak Republic otherwise than in a public tender or public auction, unless a special law provides otherwise, unless the municipality or higher territorial unit publishes the conditions for acquiring property; 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) abuse the benefits of performing work in the public interest,
 - g) make false declarations relating to the performance of work in the public interest.
4. The manager shall demonstrably acquaint subordinate employees with the internal regulations of STU.
5. The conditions of business, performance of other profit activities of the Rector, his membership in management, control or supervisory bodies are regulated in § 9 and § 9a of Act No 552/2003 C.a. on the performance of work in the public interest as amended.
6. An employee of STU is not entitled to sign an order, contract, or other legal act with a legal entity in which he or a person close to him¹¹ is a statutory body.
7. In addition to his employment, an employee may perform a profit activity that is identical to the subject of the employer's activity, without his consent:
 - a) on a European Union development aid project 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,
 - c) the subject of which is the implementation of the supervision program.
8. The Rector is authorized to issue the internal organizational and management standard of the STU that will determine the details of the submission of property declarations in the conditions of the STU¹².
9. The employee may request the rector or the dean of the faculty to issue a preliminary opinion on whether a certain act or omission in the performance of work in the public interest is in conflict with the obligations and restrictions set out in this Article.
10. If a natural person or legal entity notifies the STU of a breach of duty or restriction by an employee, the STU shall find out whether the employee has breached duty or restriction only if a written notice is signed, it is clear from him who or the restriction the employee has breached and the facts giving rise to the breach. The STU shall inform this legal entity or natural person within 30 days of receiving the notification of the result as well as of the measure taken.

¹¹ § 116 of the Civil Code.

¹² § 10 of Act no. 552/2003 Coll. on the performance of work in the public interest, as amended.

Article 5**Work discipline and employee evaluation**

1. For a serious breach of work discipline for which he may immediately terminate the employment relationship with the employee in accordance with § 68 of the Labor Code, the STU considers:
 - a) breach of obligations, prohibitions and restrictions pursuant to Article 4 point 1 (b) and (c), points 2 to 4, 6 and 7 of these Rules of Procedure and pursuant to § 8 of the Act,
 - b) consumption of alcoholic beverages, narcotics or psychotropic substances at the employer's workplaces and during working hours outside these workplaces, entering the employer's premises under the influence of alcoholic beverages, narcotics or psychotropic substances, refusal to take a breath test, or undergo an examination to determine whether the employee is under the influence of alcoholic beverages, narcotics or psychotropic substances. This provision does not apply to social events held with the consent of the Rector, the Dean or employees authorized by them,
 - c) all thefts, or more precisely workplace theft attempts,
 - d) intentional damage to STU's property or use of the property for its own benefit or for the benefit of a close person¹³ of the STU employee,
 - e) proven unjustified absence from the workplace lasting 1 or more days,
 - f) violation of generally binding legal regulations, internal regulations of the STU and other internal organizational and management standards issued by the Rector or the Quaestor, including the STU Security Project, which directly relate to the employee's work under his employment contract, if he was demonstrably acquainted with them,
 - g) arbitrary departure from the workplace during working hours where the performance of the workplace's tasks will be seriously disrupted,
 - h) proven violent crime against a manager, collaborator, student, or visitor of STU premises,
 - i) non-compliance with the rules of safe and reliable operation of the STU information systems, if he was demonstrably acquainted with them,
 - j) violation of the prohibition of other profit activity of the employee in the sense of these working rules during working hours or with the use of the STU property.

For reasons stated in this point, the STU may also terminate the employee's contract in accordance with § 63(1)(e) of the Labor Code with the application of the notice period.
2. A less serious breach of work discipline reads, in particular in a:
 - a) non-use of working time and failure to perform work tasks determined by the manager in a proper and timely manner,
 - b) proven repeated unjustified late arrival or early departure from the workplace,

¹³ § 10 of Act no. 552/2003 Coll. on the performance of work in the public interest, as amended.

- c) non-compliance with orders and instructions given by managers in accordance with legal regulations or refusal to comply with them,
- d) unreasonable stay in the workplace outside working hours,
- e) violation of the treatment regimen prescribed by the attending physician in case of temporary incapacity for work,
- f) violation of smoking ban,
- g) non-compliance with or violation of the Employee Code of Ethics of the Slovak University of Technology in Bratislava.

In above-mentioned cases, the head employee notifies the employee in writing of the possibility of termination of employment, and in the event of a second breach of work discipline, the STU may apply for termination in accordance with § 63(1) (e) of the Labor Code.

3. If the employee is suspected of being under the influence of alcohol, narcotics or psychotropic substances, a breath test shall be performed. It is carried out at the initiative of the head of the commission. The composition of the commission shall be determined by the relevant manager so that it is at least three members and includes persons who are able to propose an objective way of identifying and assessing the extent of professional misconduct due to the effects of alcohol, narcotics or psychotropic substances, in particular the evidence of the test, and employee representative; the details are authorized to be determined by the deans of the STU faculties in the case of assigned employees at the relevant STU faculty or the quaestor, on the proposal of the relevant director or the head of the university workplace or special-purpose facility, in the case of employees assigned to the university workplaces managed by them or special purpose facilities STU. A record of the performance of the breath test shall be made by the supervisor. If the breath test is positive or the employee refuses to take it, the supervisor will deliver the record for the solution to the human resources department (in the case of the STU Rectorate) or to the relevant organizational unit (in the case of the STU faculty).

Article 6

Agreement on change of working conditions, temporary assignment, reassignment to another job

1. The agreed content of the employment contract can be changed only if the STU agrees with the employee to change it. A change in the employment contract shall be made in writing.
2. The employee shall perform work of a different type or at a different place than agreed in the employment contract only exceptionally and in cases provided for in § 55 of the Labor Code. Temporary assignment of an employee to perform work in another organization may be agreed in writing in accordance with § 58 of the Labor Code.
3. The STU shall reassign the employee to another job where:
 - a) the employee, due to his medical condition, according to a medical opinion, has long lost the ability to continue to perform previous work, or if he shall not do it due to an occupational disease or threat of this disease, or if he has reached the

- maximum permissible exposure in the workplace determined by a decision of the competent public health authority,
- b) a pregnant woman or mother until the end of the ninth month after giving birth and the breastfeeding woman is engaged in work which shall 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 public health authority in order to protect the health of others from communicable diseases,
 - 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 or mother by the end of the ninth month after giving birth and a nursing woman working at night will request to be transferred to day work.
4. The STU may reassign an employee without his consent to the time of necessary need for work other than that agreed, if it is necessary to avert an emergency or to mitigate its immediate consequences.

Article 7

Termination of employment

1. The employment can be terminated by
 - a) an agreement,
 - b) a termination,
 - c) an immediate termination,
 - d) a termination during the probationary period.
2. A fixed term relationship ends upon the expiration of this period.
3. The employment relationship terminates upon the death of the employee.
4. The employment of university teachers will end at the end of the academic year, in which they will reach the age of 70, unless their employment has ended earlier according to special regulations. Termination of employment related to the performance of the Dean's function is conditioned by the previous termination of the performance of the Dean's function.
5. The employment of an alien or a stateless person, unless otherwise terminated, shall terminate on the day on which
 - a) his stay in the territory of the Slovak Republic is to end according to an enforceable decision on the withdrawal of the residence permit,
 - b) a judgment imposing a sentence on that person shall become a final expulsion from the territory of the Slovak Republic,
 - c) the period for which the residence permit was issued in the territory of the Slovak Republic has expired.
6. No later than 14 days before the end of the employment relationship, the employee shall inform the direct superior employee about the status of the performance of the assigned tasks. At the latest on the last working day in the workplace, he shall hand over

unfulfilled tasks, documents and entrusted objects, belonging to personal equipment, work aids, borrowed books and magazines, etc., in a condition corresponding to their time wear.

7. On the last day of the employment relationship, the employee submits an exit sheet and an employee ID card to the human resources department (in the case of the STU Rectorate) or to the relevant organizational unit (in the case of the STU faculty). If the employee caused damage to STU during the employment relationship and it was not settled until the end of the employment relationship, the output letter shall contain a record of the method of compensation.
8. At the request of the employee, the STU shall issue an employment report to the employee. The work report means all documents related to the evaluation of the employee's work, his qualifications, abilities and other facts that are related to the performance of work. The employee has the right to inspect the personal file and make copies of it.
9. Upon termination of employment, the STU shall issue a certificate of employment to the employee and state in particular: duration of employment, type of work performed, whether deductions are made from the employee's salary, in whose favor, in what amount and in what order is the claim for which deductions are to be made further, details of the remuneration provided for the work performed, the compensation provided and the compensation for on-call time, the withheld income tax advances and other facts decisive for the annual settlement of advances on dependent activity tax and for the calculation of support in unemployment and information on the provision of severance pay in accordance with the relevant regulations. If the employee does not agree with the content of the work report or confirmation of employment and the STU on request if the employee does not amend or supplement the employment report or certificate of employment, he may apply to the court within three months from the day when he learned of their content, so that the STU shall adjust them accordingly. The STU is entitled to provide other information about the employee only with his consent, unless a specific regulation provides otherwise.
10. If the termination of the employment relationship of an STU employee is immediately followed by the creation of a new employment relationship with the STU, for the purposes of the Higher Education Act it means a one employment relationship.
11. Where the termination or immediate termination of employment by the employer takes place, the STU shall discuss in advance with the employees' representatives, otherwise the termination or immediate termination of employment is invalid. The employee representative shall discuss the termination by the employer within seven working days from the date of delivery of the written request of the STU and the immediate termination of employment within two working days from the date of delivery of the written request to the STU. If in the above there is no negotiation within the time limits, it is valid that the negotiation took place.

Article 8

Severance pay or retirement bonus

STU

1. An employee with whom the STU terminates the employment relationship by notice for the reasons stated in § 63(1) (a) or (b) of the Labor Code or due to the fact that the employee has lost the long-term ability to perform previous work due to his health condition according to a medical opinion, severance pay is included upon termination of employment according to § 76(1) of the Labor Code and the valid Collective Agreement.
2. Upon termination of employment, the employee is entitled to an agreement for the reasons stated in § 63(1)(a) or (b) of the Labor Code or due to the fact that the employee has lost the long-term ability to perform previous work due to his health condition, severance pay according to § 76(2) of the Labor Code and the valid Collective Agreement.
3. An employee with whom the STU terminates his employment by notice or agreement on the grounds that the employee may not perform work due to an accident at work, an occupational disease or a risk of such disease, or if he has reached the maximum permissible exposure in the workplace determined by a decision of the competent public health authority severance pay in the amount of at least ten times his salary; this does not apply if the accident at work was caused by the employee's fault violating legislation or other regulations to ensure safety and health at work, or instructions to ensure safety and health at work, even though he was duly and demonstrably acquainted with them and their knowledge and adherence consistently required and controlled, or the accident at work was caused by the employee under the influence of alcohol, narcotics or psychotropic substances and the employer could not prevent the accident at work.
4. If, after the termination of the employment relationship, the employee joins the STU or his / her legal successor again before the expiry of the time determined according to the provided severance pay, he / she shall return the severance pay or its proportional part, unless otherwise agreed with the STU. The proportional part of the severance pay shall be determined according to the number of days from the re-entry into employment until the expiration of the time resulting from the provided severance pay.
5. The severance pay does not belong to an employee whose rights and obligations are transferred from employment relations to another employer in accordance with the Labor Code during organizational changes or rationalization measures.
6. The severance pay is paid by the STU after the termination of the employment relationship in the nearest payment period determined for the payment of wages, unless the employee and the STU agrees otherwise.
7. At the first termination of employment after the right to a retirement pension or disability pension arises, the employee is entitled to a retirement bonus pursuant to § 76a (1) of the Labor Code and the valid Collective Agreement, if he applies for the provision of the said pension before the termination of the employment relationship or within ten working days of its completion.
8. Upon the termination of employment, the employee is entitled to a retirement bonus pursuant to § 76a (2) of the Labor Code and the valid Collective Agreement, if he was granted an early retirement pension on the basis of an application submitted before the termination of employment or within ten days after its termination.

9. The retirement bonus belongs to only one employer.
10. The STU is not obliged to provide the employee with retirement bonus if the employment relationship has ended according to § 68(1) of the Labor Code, i.e. immediate termination of employment.

Article 9
Representation and transfer of functions

1. Managers shall organize the representation of absent employees. When handing over functions and agendas in the event of reassignment and termination of employment, employees are obliged to provide each other with all the information necessary for the proper handling of the agenda and to hand over files, aids and materials.
2. When handing over and taking over functions and agendas, a record will be written and signed by the participating employees.
3. An inventory shall be performed when handing over a function with material responsibility for the entrusted values.

Article 10
Working time

1. Working time is a period of time in which an employee is available to the employer, performs work and performs duties in accordance with the employment contract.
2. For the purposes of determining the scope of working time and the distribution of working time, a week shall be seven consecutive days.
3. The working time of an STU employee is 37 to ½ hours per week. An employee who has working hours scheduled so that he regularly performs work alternately in both changes in two-shift operation, has a maximum of 36 and ¼ hours per week and in all changes in three-shift operation or in continuous operation has a maximum working time of 35 hours per week. A juvenile employee - under 16 years of age, has a maximum working time of 30 hours per week, over 16 years of age - 37 and ½ hours, even if he works for several employers.
4. Unless otherwise provided in accordance with Article 10a of these Rules of Procedure, the working hours of informants in a day shift shall be from 6:00 am to 6:00 pm and in a night shift from 6:00 pm to 6:00 am.
5. In two-shift operation, the basic working time is in the 1st shift from 6:00 am - 1:45 pm and in the 2nd change is from 11:00 am - 6:45 pm. In the two-shift operation of student canteens, the basic working time in the 1st shift is from 6:00 am - 1:45 pm and in the 2nd shift is from 11:45 am - 7:30 pm.
6. In continuous operations, when the employee has unevenly distributed working hours, the daily change is from 6:00 am - 6:00 pm and the night change is from 6:00 pm - 6:00 am.
7. If the work shift is longer than 6 hours, the STU provides its employees with a break for rest and eating for 30 minutes as follows:
 - a) for one-shift operation and morning shift between 11:30 am - 2:30 pm,

- b) for two-shift operation in the afternoon shift between 4:00 pm - 6:00 pm,
- c) for three-shift and continuous operation in the night shift between 10:00 pm - 12:00 am.

Rest and eating breaks are not provided at the beginning and end of the work shift and are not included in working time; this does not apply in the case of a rest and eating break, during which adequate time for rest and eating is provided without interruption of work by employees (eg informants). A break provided for reasons of ensuring the safety and health of employees at work is included in working hours. The STU provides a meal break of 15 minutes for an employee whose work shift is longer than 4 hours and does not exceed 6 hours. For the purposes of boarding, the change worked is considered to be work performed for more than 4 hours.

8. The weekly working time of a university teacher consists of the time during which he / she carries out educational and scientific research activities and the time during which he / she carries out other activities related to the work of a university teacher.
9. The employee shall be at his workplace at the beginning of working hours and to leave it only after its end.
10. In order to increase work efficiency and better ensure the needs of employees at the STU, flexible working hours (valid for single-shift operation) are applied. Flexible working hours are applied as a flexible working month with an evenly distributed working time. The employee chooses the beginning and the end of work shifts and shall work the entire specified monthly working time in the relevant month, while the length of the work shift can be a maximum of 12 hours.
11. Basic working hours are determined from 9:00 am until 3:00 pm, optional working hours are from 6:00 am until 9:00 am and from 3:00 pm until 8:00 pm; for university teachers, the basic working time is determined from 9:00 am until 2:00 pm.
12. The operating time is the total working time that the employee shall work during the flexible working period determined by the employer.
13. The head employee is responsible for the use of the working time fund and the recording of working time.
14. Records of arrivals and departures of employees are kept at the STU Rectorate in electronic form via chip cards. At the faculties of the STU and other parts of the STU, unless otherwise stipulated by the order of the Rector, records of arrivals and departures of employees are kept according to the decision of the relevant dean or director / head of the STU part. The employee shall mark the arrival at the workplace and departure from the workplace. The employee shall indicate leaving the workplace within the basic working hours, stating the reason for which he left the workplace in the electronic attendance system or in the book attendance. The employee's working hours are recorded in attendance, including a break for rest and eating.
15. The outputs from the attendance records by individual employees for the relevant workplace are transferred monthly to the human resources department (in the case of Rectorate of STU) or to the relevant organizational unit (in the case of the STU faculty). The manager is responsible for the registration of attendance, working hours, including

breaks at work for the employees of the workplace, who confirms the accuracy of these data by signing.

16. Pursuant to § 90 of the Labor Code, STU shall agree with the employees' representatives and to notify in writing the beginning and end of working hours as well as the schedule of work changes in a place accessible to all employees.
17. All employees are obliged to make a full use of the designated working hours to perform work resulting from their employment.
18. The overtime work is a work performed by an employee on the order of the relevant manager or with his consent over a specified weekly working time resulting from a predetermined schedule of working hours and performed outside the scope of the schedule of work changes.
19. For an employee with shorter working hours, the overtime work is a work exceeding his weekly working hours. This employee cannot be ordered to work overtime.
20. At the STU, an overtime work means the work performed by an employee, on the order of STU or with his consent outside the basic working hours, above the specified weekly working hours.
21. The overtime work may not exceed an average of eight hours per week for a maximum period of four consecutive months, unless the STU and the employees' representatives agree on a longer period, but no more than 12 months consecutive.
22. In a calendar year, an employee may be ordered to work overtime for a maximum of 150 hours.
23. An employee may perform overtime work in a calendar year for a maximum of 400 hours. The number of hours of maximum permissible overtime work in a year does not include overtime work for which the employee has received compensatory leave or which he has performed during
 - a) urgent repair work or work without the risk of an accident at work or large-scale damage could arise according to a special regulation,
 - b) extraordinary events according to a special regulation, where there was a danger endangering life, health or large-scale damage according to a special regulation.
24. If the employee, at the order of the STU, outside the schedule of work changes and above the specified weekly working hours, stays for a specified time at the agreed place and is ready to perform work according to the employment contract, it is on-call duty. The STU is entitled to order on-call time up to eight hours per week and up to 100 hours per calendar year. Above this range, on-call time is permissible only in agreement with the employee. The time during which the employee stays at the workplace and is ready to perform work but does not perform work is the inactive part of on-call time, which is considered as working time.
25. In cases where it is necessary to take into account the exceptional peculiarities of the employee's job classification or the ongoing production process (e.g. experimental workplaces), the Rector is entitled at the request of the STU employee grant an exemption from the provisions of this Article.

Article 10a**Working hours of operational employees**

1. Persons referred to in point 3 of this Article shall be entitled to issue an order adjusting the working hours of operating staff in a different manner (hereinafter referred to as “the order”); at the same time, they are obliged to comply with the provisions of the Labor Code, the Act and the Higher Education Act.
2. Operational employees are those employees of the STU who perform one of the following activities in the field of operation of STU (hereinafter also “operational activities”):
 - a) the STU operation of computer and information system,
 - b) craft, manual or physical activities with a predominance of physical work¹⁴, in particular
 - ba) driving road motor vehicles,
 - bb) accommodation services,
 - bc) catering services,
 - bd) cleaning of STU facilities,
 - be) guarding of STU facilities,
 - bf) work activities performed in the warehouse and in the registry office,
 - bg) work activities in the field of repair and maintenance work (maintenance workers),
 - bh) operation of energy and water supply facilities
 - bi) handling and operation of elevators; all provided that, in view of the nature of the activities or the circumstances under which these activities are carried out cannot be used provisions of Article 10 of these Staff Regulations.
3. They are entitled to issue the order after approval by the employees' representatives on individual components of the STU:
 - a) Dean of the relevant faculty, in relation to the operational staff at the faculty managed by him,
 - b) Director of the University Department Computer Center of the STU, in relation to the operational staff managed by it the university workplace, the director of the special-purpose facility, in relation to the operational staff of the special-purpose facility managed by him,
 - c) Quaestor, in relation to the operational staff of the STU Rectorate, all provided that the operational activities referred to in point 2 of this Article are carried out in accordance with the organizational rules of the relevant part of the STU.

Article 11**Holiday**

¹⁴ § 1(1) letter b) of the Regulation of the Government of the SR no. 341/2004 Coll., which establishes catalogs of work activities in the performance of work in the public interest and on their amendments, as amended.

1. The employee is entitled under the conditions set out in § 100 et seq. Labor Code entitled to leave for
 - a) a calendar year or a proportional part thereof,
 - b) leave for days worked,
 - c) additional leave.
2. Taking of leave is determined by the STU 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. For employees with a place of work at the STU faculty, the holiday plan is approved by the dean of the relevant faculty or his secretary. For other employees, the holiday plan is approved by the Rector or quaestor. If the employer does not determine the employee's drawdown leave by 30th June of the following calendar year at the latest, so that the employee can take the leave by the end of this calendar year, the employee may decide to take the leave. The employee shall notify the employer in writing of this use of leave, at least 30 days in advance. Before taking the leave, the employee shall fill in the prescribed form on taking the leave and announce the start of the leave through the head employee. The leave plan is determined in such a way that the majority of university teachers' leave falls outside the semester and examination periods and that the staff member is able to leave for a calendar year by the end of the calendar year. Exceptions are approved by the Rector and the Dean for employees assigned to the faculty.
3. Where a leave is granted in several parts, at least one part shall be at least two weeks, unless the STU agrees otherwise with the employee.
4. The STU shall determine the employee's drawdown for at least four weeks leave in a calendar year, where he is entitled to it and if the determination of leave is not prevented by obstacles to work on the part of the employee. The STU shall notify the employee at least 14 days in advance of the use of leave. This period may exceptionally be shortened with the consent of the employee.
5. The STU may, in agreement with the employees' representatives, determine the mass use of leave if this is necessary for operational reasons. The collective use of leave may not be more than two weeks, unless the Labor Code provides otherwise. In the case of serious operational reasons which are notified to employees at least six months in advance, the collective leave may be set at three weeks.

Article 12

Salary payment

1. The salary is payable in arrears for the monthly period, on the tenth day of the following calendar month.
2. The STU transfers the employee's salary to the account designated by him or accounts at the financial institution.
3. When calculating the salary, the STU shall provide the employee with a written document containing data on individual components of the salary, individual benefits provided in connection with employment, on deductions made and on the total price of

work. The data on the total price of labor is the sum of salary, including salary compensation and compensation for on-call time, and separately in the breakdown of advances in health insurance premiums, sickness insurance premiums, old-age insurance premiums, disability insurance premiums, unemployment insurance premiums, guarantee premiums insurance, accident insurance premiums, premiums to the solidarity reserve fund and old - age pension contribution paid by the employer.

4. At the request of the employee, the STU will submit to him for inspection the documents on the basis of which the salary was calculated.

Article 13

Deductions from salary

1. The STU preferentially deducts social insurance premiums, advances on public health insurance premiums, arrears on the annual settlement of advances on public health insurance, contributions to supplementary pension savings paid by the employee under a special regulation, deductions of tax advances or taxes, arrears of tax advances, tax arrears, arrears due to fault taxpayer for the advance on tax and tax, including accessories and arrears from the annual settlement of advances for income tax from dependent activity.
2. After deductions pursuant to point 1 of this Article, the STU may deduct from the salary only:
 - a) the advance on the salary which the staff member is required to repay because the conditions for granting this salary have not been met,
 - b) the amounts affected by the enforcement of the decision ordered by a court or an administrative authority,
 - c) fines and penalties, as well as compensation imposed on employees by an enforceable decision of the competent authorities,
 - d) wrongly received amounts of social security benefits and pensions old - age pension savings or their advances, state social benefits, benefits in material need and benefit contributions in material need, cash contributions to compensate for social consequences of a severe disability if the employee shall return them on the basis of an enforceable decision under the specific regulation,
 - e) unsettled travel advances,
 - f) compensation for income in the event of the temporary incapacity of a staff member or the part thereof to which the employee has lost or is entitled did not arise,
 - g) reimbursement of paid leave for which the staff member has lost his entitlement, possibly to which he was not entitled,
 - h) the amount of the severance grant or part thereof which the staff member is required to pay return if he resumes after the end of the employment relationship to an employer or his successor in title before upon expiry of the time determined according to the severance pay provided.

Other deductions from salary that go beyond what is stated above may be made by STU only on the basis of a written agreement with the employee on deductions from salary, or if such an obligation of STU arises from a special regulation.

Article 14

Obstacles at work

1. Where the obstacle at work is known to the employee in advance, the STU shall request a timely leave. Otherwise, he shall notify of the obstacle at work and its expected duration without undue delay. For this purpose, the form "Application for leave" (see Annex no. 5) is used or on another form, which will contain at least the data according to Annex no. 5 of these Rules of Procedure, which on the reverse side serves to confirm the medical facility. Pursuant to § 144 of the Labor Code, the relevant facility shall confirm proof of the existence of an obstacle at work and its duration. If the employee is entitled to a paid leave, the STU shall allow it to work overtime, unless there are serious operational reasons. The employee shall submit to the employer a document (confirmation) proving the obstacle to work and its duration. The confirmation signed by the superior employee shall be attached to the monthly output from the attendance register. If he was an employee recognized as incapacitated for work due to illness or injury, he shall notify the immediately superior employee and immediately after issuance to deliver a certificate of incapacity for work, which the relevant manager confirms and then ensures its immediate delivery to the human resources department (in the case of STU Rectorate) or the relevant organizational unit (in the case of STU faculties).
2. The STU will provide the employee with time off for the necessary time to perform public functions, civic duties and other acts in the general interest, if this activity cannot be performed outside working hours.
3. The STU will release an employee for a long time to perform a public function and performance trade union function. Wage compensation from the STU does not belong to him. The STU releases employee for a long time to perform a function in a trade union body operating at the STU under the conditions agreed in the collective agreement.
4. The STU will provide the employee with time off work for the necessary time with compensation of salary in the amount of his / her functional salary for participation in reconditioning stays, compulsory medical examinations (e.g. night shift employees, drivers, juvenile employees) and participation of employee representatives in training.
5. The STU will provide the employee with paid leave in the amount of his / her functional salary for participation in blood donation, apheresis and donation of other biological materials. The leave of absence belongs to the time strictly necessary, namely to the time of the journey to the collection and back and to the time for recovery after the collection, where these facts interfere with the employee's working hours and unless otherwise agreed in the Collective Agreement.
6. The STU will justify the employee's absence from the work during his temporary incapacity for work due to illness or injury, during maternity leave and parental leave,

quarantine, treatment of a sick family member and care of a child under ten years of age who cannot be in childcare for serious reasons, establishments or schools where the child is otherwise cared for, or if the person caring for the child has become ill or quarantined, or has undergone an examination or treatment in a medical establishment which could not be provided outside the staff member's working hours. During this time, the employee is not entitled to compensation of salary, unless a special regulation provides otherwise.

7. The STU shall 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 will be granted on a necessary basis the time required, for a maximum of seven days in a calendar year, if examination or treatment could not be performed outside working time,
 - 2) additional leave without compensation will be granted for the necessary time if examination or treatment it was not possible to perform outside working hours,
 - 3) paid leave will be granted on a necessary basis necessary time for preventive medical examinations related with pregnancy if examination or treatment was not possible performed outside working hours,
 - b) the birth of a child to an employee; paid leave shall be provided for the necessary time for the transport of the child's mother to the medical facility and back,
 - c) accompaniment of
 - 1) family member to the medical facility for examination or treatment in the event of sudden illness or injury and for a predetermined examination, treatment or cure; paid leave will be granted to only one from family members for the necessary time, at most for seven days in a calendar year, if accompanied necessary and the said operations could not be performed outside working time,
 - 2) a disabled child to a social facility care or special school; working holiday with salary compensation will be provided only to one of the family members for the necessary time, up to a maximum of ten days in a calendar year,

In cases where the granting of paid leave limited to a maximum of seven days in a calendar year (7 days for examination employee and 7 days to accompany the family member) if examination or treatment did not last all day, time required for examination is determined - according to the marked arrival of the employee to the workplace in the attendance records (or earlier departure from the workplace). If the employee needs during the year for the above purposes, additional time off work, the STU shall give it but will not reimburse him for this time. The STU shall provide unpaid paid leave seven working days in a calendar year only pregnant employee for the purpose of preventive inspections related to with pregnancy if the examination or treatment could not be performed outside working hours. Parts of the days

when the employee did not work for the above obstacles at work are added up.

- d) death of a family member
 - 1) paid leave for two days in the event of the death of the spouse or child and the next day to attend the funeral of those persons,
 - 2) paid leave for one day to participate at the funeral of the employee's parent and sibling, the parent and sibling of his spouse, as well as the spouse of the employee's sibling, and the next day if the employee arranges a funeral these persons,
 - 3) paid leave for the necessary time, for a maximum of one day, to attend a grandparent's funeral or the grandson of the employee, or the grandparent of his husband, or another a person who did 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 is granted for one day to attend their own wedding and leave without compensation provide for participation in the wedding of the child and the employee's parent,
 - f) making it impossible to travel to work due to weather conditions by the individual means of transport used by the staff member with a disability; paid leave provide for the necessary time, for a maximum of one day,
 - g) unforeseen interruptions to traffic or regular delays in public transport; leave without compensation shall be granted for the necessary time if the employee could not reach the place of work by another appropriate means,
 - h) relocation of an employee who has his own home furnishings; leave without compensation shall be granted on a necessarily basis necessary time, for a maximum of one day when moving in the same village and at moving to another municipality for a maximum of two days; when it comes to downloading in the interests of the employer, leave with compensation salary,
 - i) finding a new job before the end of the employment relationship; leave without compensation shall be granted on a necessarily basis necessary time, for a maximum of one noon per week during the corresponding notice period; to the same extent, leave with compensation of salary at the end of employment by notice given by the employer or by agreement for the reasons stated in § 63 (1) (a) to (c) of the Labor Code; leave of absence possible with consent employer to merge.
8. The STU can provide the employee with
- a) an additional leave for the reasons set out in point 7 with compensation or without wage compensation,
 - b) a leave for reasons other than under point 7 with salary compensation or without wage compensation,
 - c) a leave at the request of a paid employee, or without wage compensation,
 - d) a paid leave paid by the employee.

9. One day is considered to be the time corresponding to the length of working time that the employee had to work on that day on the basis of the schedule of the established weekly working time. For the purposes of determining the total amount of leave granted to an employee in a calendar year in the event of obstacles to work under point 7 (a) and (c) of this point, one day shall be deemed to be the time corresponding to the average working time of the for one day resulting from the employee's prescribed weekly working hours, the employee being considered to have been working five days a week.
10. The STU determines that if the employment relationship arose during the calendar year, paid leave for the reasons stated in point 7 (a) in the first subpoint and (c) in the first point, shall be granted to the extent of one third of the entitlement per calendar year for each third of the calendar year of the employment relationship commenced; the total entitlement under the first sentence shall be rounded up to whole calendar days.

Article 15

Obstacles at work with flexible working hours

1. Obstacles to work on the part of the employee are in the application of flexibility working time considered as the performance of work with compensation of salary only to the extent to which they interfered with basic working time. To the extent that they interfere with optional working time, they are considered as justified obstacles to work, but not as performance of work and no salary compensation is provided for them.
2. When applying flexible working hours, the performance of work, regardless of whether they have interfered with optional or basic working hours, are considered to be those obstacles to work for which the law determines the exact length of necessary working time for which the employee is entitled to time off work. These are, for example:
 - a) death of a family member - § 141(2) (d) of the Labor Code,
 - b) wedding - § 141(2) (e) of the Labor Code.
3. Obstacles at work on the part of STU are considered as the performance of work if they interfered with the employee's work shift, for each individual day when applying a flexible working week at most within the average length of work resulting from the designated or shorter working time of the employee.
4. If the employee has not worked the entire weekly working time due to justified obstacles at work, because he was prevented from doing so by an obstacle to work on his part, he shall work this unworked part of working time on working days without undue delay after the obstacle disappears at work, unless agreed with the employer otherwise. Overtime is only possible during optional working hours, unless other hours have been agreed and the overtime is not the overtime.

Article 16

Business trips

1. The STU may request an employee for a business trip outside the municipality of the regular workplace or residence of the employee for the necessary period only with his consent. This does not apply if the posting follows directly from the nature of the agreed

type of work or place of work or if the possibility of posting is agreed in the employment contract. On a business trip the employee performs the work according to the instructions of the manager who assigned him on a business trip.

Article 17

Work protection

1. Work 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.
2. The knowledge of legal regulations and other regulations to ensure safety and health at work is an integral and permanent part of the qualification requirements of managers and other employees with a focus on the activities performed on them.
3. Within the scope of its competence, the STU shall continuously ensure the safety and health protection of employees at work and to take the necessary measures for this purpose, including ensuring prevention, the necessary means and a suitable system for managing occupational safety. It shall improve the level of work protection in all activities and to adapt the level of work protection to changing realities.
4. Other obligations of the STU, as well as the obligations and rights of its employees are regulated by a specific law.
5. Employees have the right to health and safety at work, to be informed of the dangers arising from the work process and the working environment, and of measures to protect them from their effects. Employees shall take care of their safety and health at work and the safety and health of the persons concerned.

Article 18

Social policy

1. The STU creates adequate working conditions to improve the culture of work and the working environment and takes care of the appearance and adaptation of workplaces, social facilities and personal hygiene facilities.
2. The STU shall ensure safe storage, especially of uppers and personal ones items that employees usually carry to work, as well as usual means of transport if their employees use them for the journey to and from work, with the exception of motor vehicles. It also has this obligation towards all other persons if they are active for it at its workplaces.
3. The STU provides employees with meals in all changes corresponding to the principles of proper nutrition directly at or near the workplace, in particular by providing one hot main meal, including a suitable drink, to the employee during a work shift in their student canteens, respectively through individual expenditure centers or through a legal entity or a natural person authorized mediate catering services.
4. The STU contributes to meals in the amount of at least 55 % of the price of food, but no more than for each meal up to 55 % of food provided during a business trip lasting 5 to

12 hours according to the Travel Compensation Act. In addition, it provides a contribution according to a special regulation from the social fund.

5. Employees whose meals are excluded by the conditions of work in the workplace or if the STU cannot provide them with meals in its own catering facility during a work shift or in a catering facility through a legal entity or a natural person authorized to provide catering services, or if the employee confirmation from a specialized doctor for health reasons can not use any of the catering methods provided by the STU staff, will provide the STU with meals through a legal entity or a natural person who is authorized to mediate catering services by purchasing meal vouchers. When providing such a meal, the price of the meal means the value of the meal voucher. The value of the meal voucher shall represent at least 75 % of the meal allowance provided during a business trip lasting 5 to 12 hours according to the Travel Compensation Act.
6. The STU takes care of deepening the qualification of employees or increasing it by ensuring the participation of employees in professional seminars, lectures, in the form of events organized directly on the premises of the STU with the provision of external lecturers or using our own highly qualified professionals.
7. The employee shall constantly deepen his / her qualification for the performance of work agreed in the employment contract. Deepening the qualification is also its maintenance and renewal. The STU is entitled to require the employee to participate in further education in order to deepen his / her qualification.

Article 19 Reimbursement

1. The STU shall demand compensation from the employee for the damage for which the employee is responsible. The required damages will be determined by the STU.
2. Compensation for damage caused by negligence may be determined by the STU at a lower amount than the actual damage or as four times the employee's functional salary or average monthly earnings. If the real damage caused by negligence is less than one functional salary or average employee's monthly earnings, the amount of compensation shall be at least one third of the actual damage. If the actual damage caused by negligence is higher than four times the functional salary or the average monthly salary employee's earnings, the amount of compensation shall be at least one functional salary or average monthly earnings of the employee.
3. If the employee has paid at least two thirds of the specified amount of damages, the employer may waive recovery of the remaining amount of damages. This does not apply if the employee is liable for a deficit in the values entrusted to him, which 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 drug, or psychotropic substance.

Article 20 The STU's liability for damage

STU

1. The STU is liable to the employee for damage caused to the employee by a breach of legal obligations or intentional conduct against good morals in the performance of work tasks or in direct connection with it. The STU is also liable to the employee for the damage caused to him by the breach of legal obligations within the performance of STU's tasks by the employees acting on its behalf.
2. The STU is liable for damage to items placed by the employee in the performance of work tasks or in direct connection with the performance of those tasks, to a place designated for that purpose and, if no such place is designated, to the place where they are normally postponed.
3. An employee who has suffered material damage in averting the damage threatened by the STU is entitled to compensation for it and for reimbursement of expediently incurred costs where he did not intentionally cause the danger himself and if he acted in a manner appropriate to the circumstances.
4. If an employee has suffered damage to his health or death in the course of performing work tasks or in direct connection with an accident (occupational accident), he is liable for the damage caused by the STU, in which the employee was employed at the time of the occupational accident.
5. The employee shall immediately report the damage to the immediately superior employee. In the case of damage to deferred items, he shall report the damage in writing, no later than within 15 days from the day when he learned of the damage, otherwise his right to compensation expires. The STU is responsible for things that are not usually carried to work only if it has taken them into custody, otherwise up to a maximum of EUR 165,97.

Article 21

Procedure for accidents at work

1. An accident at work is damage to the health of an employee caused in the performance of work tasks or in direct connection therewith regardless of his will by short-term, sudden and violent action external influences.
2. Accidents that have the characteristics of an accident at work but did not cause the employee incapacity for work for more than three days are recorded in the book of minor accidents, which the manager shall keep at workplaces. The data necessary for writing a record of a registered occupational accident shall be entered in the book, if the consequences of the occupational accident become apparent later.
3. A dangerous event is an event in which the safety or health of an employee has been endangered but his health has not been damaged. A dangerous event can be seen. The records shall contain information on the cause of the occurrence and on the measures taken and implemented to prevent similar events.
4. An accident other than an accident at work or death that did not occur as a result accidents at work, if they occurred at the employer's workplace or premises, shall also be recorded. The records shall contain information on the cause of the occurrence and on the measures taken and implemented to prevent similar accidents.

5. Injuries that have signs of an accident at work and have caused the employee the incapacity for work for more than three days shall be registered.
6. An accident at work, a dangerous event and an accident other than an accident at work has the obligation to immediately notify both the disabled person and the employee or natural person who witnessed the occurrence of the above events, immediately to the superior employee of the disabled person. He shall immediately notify the above events to the health and safety technician, who will ensure further actions.
7. The manager shall report to the relevant labor inspectorate or the relevant supervisory body, or to the relevant department of the Police Force, if the established facts indicate that a criminal offense was committed in connection with an accident at work, the occurrence of a serious accident at work, serious injury or incapacity than 42 days.
8. The head employee shall make a record of the registered occupational accident no later than four days after the notification of the occurrence of the registered occupational accident, deliver it to the affected person within eight days and send it to the relevant labor inspectorate or competent supervisory authority. In the event of a serious accident at work, a report on the measures taken and implemented shall be sent to the relevant labor inspectorate within thirty days to prevent a recurrence of a similar accident at work.
9. The Rector of the STU appoints a commission to determine the causes and circumstances of the occurrence of a registered occupational accident, dangerous event, other accident, occupational disease and threat of occupational disease.
10. Records of work accidents, other accidents, dangerous events, recognized occupational diseases and threats of occupational diseases, as well as a record of an registered occupational accident, shall be kept for 10 years.

Article 22

Performance of other profit activity and agreements on work performed outside the employment relationship

1. The STU can agree on several employment relationships with the same employees only for activities consisting of work of another kind; the rights and obligations arising from these employment relationships are assessed separately.
2. An university teacher, researcher and artist 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 the work of a university teacher, researcher and artist, and in no more than one of them may perform work in the appointed weekly time (§ 85(8) of the Labor Code).
3. In addition to his / her employment performed with the STU, an employee may perform other profit activity, which has a competitive character for the subject of the STU's activity, only with the prior written consent of the STU. If the STU does not express its opinion within 15 days from the delivery of the employee's request, it is valid that it has given its consent.
4. The STU may revoke the consent granted in accordance with point 3 in writing for serious reasons; in the written withdrawal of consent, the STU shall state these reasons.

After revoking the consent of the STU pursuant to the first sentence, the employee shall terminate other profit activity without undue delay in the manner resulting from the relevant legal regulations.

5. The consent of the STU according to point 3 is not required for the performance of scientific, pedagogical, journalistic, lecturer, lecturing, literary and artistic activities and in the cases specified in these Rules of Procedure.
6. In order to satisfy its tasks or to meet its needs, the STU may exceptionally conclude agreements with natural persons on work performed outside the employment relationship (work performance agreement, work activity agreement and student temporary work agreement), where it is a work defined by the result (agreement on the performance of work) or in the case of an occasional activity defined by the type of work (agreement on work activity, agreement on part-time work of students).
7. The provisions of the first part, § 85(1) and (2), § 90(10), § 91 to 95, § 98, § 119(1) and the sixth part of the Labor Code shall apply to the employment relationship established by agreements on work performed outside the employment relationship. The working time of employees performing work on the basis of agreements on work performed outside the employment relationship may not exceed 12 hours in 24 hours and may not exceed 8 hours in the case of a juvenile employee within 24 hours. Employees who perform work on the basis of agreements on work performed outside the employment relationship cannot be ordered or agreed with them on on-call time and overtime. If the reasons for the employee's absence from work stated in § 141(1) and (2) (a) to (g) of the Labor Code, which interfered with the time for which STU determined the performance of work, the STU shall justify this absence of the employee at work. The remuneration is not due to the employee for this time. Details of the contract on work performed outside the employment relationship are set out in the methodological guidelines issued by the Quaestor.
8. Contracts under point 6 may not be concluded for activities which are subject to protection under the copyright law.
9. The STU may enter a contract on the performance of work with a natural person if the estimated scope of work (task) for which this agreement is concluded does not exceed 350 hours in a calendar year. The expected scope of work also includes work performed by employees for the STU based on another agreement on the performance of work.
10. The STU may conclude a contract on work activities with a natural person. Under this contract, work can be performed for a maximum of 10 hours per week. The work contract shall state the agreed work, the agreed remuneration for the work performed, the agreed scope of working hours and the period for which the agreement is concluded.
11. The STU may conclude a contract on a part-time work for students with a natural person who has the status of a high school student or the status of a full-time university student according to a specific regulation and who has not reached the age of 26. Works on the basis of a contract on students' temporary work may be performed no later than the end of the calendar year in which the natural person reaches the age of 26. Confirmation of the statute is an integral part of the contract student under that contract; this does not apply if the contract is concluded in the period from the end of studies at the secondary

school or from the end of the summer semester at the university no later than the end of October of the same calendar year. Under this contract, work may be performed for a maximum of 20 hours per week on average; the average of the maximum permissible range of working time is assessed for the entire period for which the contract was concluded, but no longer than 12 months.

12. Work performance contract, work contract and contract on students' temporary work shall be concluded in writing, otherwise they are invalid. They are concluded no later than 1 day before the start of work.

Article 23

Complaints, labor disputes

1. Where there is a dispute in the workplace or the employee feels affected by his / her rights arising from the employment relationship, he / she can turn to his / her immediate superior with his / her initiative. This does not affect the employee's right to file a complaint under generally binding legal regulations.
2. Disputes between the STU and employees over claims arising from employment relationships are heard and decided by courts.

Article 24

Communication

1. STU's documents concerning the establishment, change and termination of employment or the establishment, change and termination of rights and obligations arising from the employment contract or from the contract on work performed outside the employment relationship shall be delivered to the employee. Documents are delivered to the employee in the workplace, in his apartment or wherever he will be found. If this is not possible, the document may be delivered to the postal company as a registered item.
2. Documents delivered by the postal company are sent to the last known address of the employee as a registered item with a delivery note and the note "in person".
3. The obligation of the STU or the employee shall be fulfilled as soon as the employee or the STU receives the document or as soon as the postal company has returned it to the STU or the employee as undeliverable, or if service of the document was thwarted by the employee's or STU's actions or omissions. The effects of delivery also occur if the employee or STU refuses acceptance in writing.

Article 25

Common provisions

1. When resolving specific issues arising from employment relations, it is necessary to proceed primarily from the Act on the Performance of Work in the Public Interest, the Labor Code and the relevant applicable legal regulations and internal standards.
2. The rules of procedure, which all employees shall get acquainted with, will be available to managers at all levels of management, the human resources department (in the case

of the STU Rectorate) and the relevant organizational units (in the case of STU faculties, STU university workplaces and STU special-purpose facilities).

3. The Rector of STU is authorized after each change or addition to this of the Rules of Procedure approved by the Academic Senate of STU to issue the full wording of the Rules of Procedure for employees of the Slovak University of Technology in Bratislava.
4. The provisions of these Staff Regulations, the wording of which follows, or implements the provision of any special regulation referred to in this internal regulation, ceases to be valid and effective in the event of revocation or amendment of the special regulation in question; in such a case, the valid and effective provisions of the relevant special regulation shall apply, until the issue of an amendment to these Rules of Procedure or until the issue of new rules of procedure for STU employees.
5. These Rules of Procedure were approved by AS STU on December 17, 2007. Supplement No. 1 to the Rules of Procedure was approved by AS STU on March 2, 2009, Supplement No. 2 to the Rules of Procedure was approved by AS STU on November 29, 2010, Supplement No. 3 to the Rules of Procedure was approved by AS STU on January 30, 2012, Supplement No. 4 to the Rules of Procedure was approved by AS STU on February 25, 2013 with effect from March 1, 2013, Amendment No. 5 to the Rules of Procedure was approved by AS STU on April 29, 2013 with effect from May 15, 2013 and Supplement No. 6 to the Rules of Procedure was approved by the AS STU on December 14, 2015 with effect from January 1, 2016.
6. These Rules of Procedure shall enter into force on December 18, 2007.
7. Annexes to these Rules of Procedure are made up of model forms:
 - Annex no. 1 - Order for overtime work in accordance with § 97 of the Labor Code (up to 150 hours per year)
 - Annex no. 2 - Agreement on the performance of overtime work in accordance with § 97(10) of the Labor Code (over 150 hours in the range of maximum 250 hours per year)
 - Annex no. 3 - Order for on-call duty in accordance with § 96 of the Labor Code (up to 100 hours per year)
 - Annex no. 4 - Agreement on the performance of on-call time in accordance with § 96 of the Labor Code (over 8 hours per week and over 100 hours per year)
 - Annex no. 5 - Application for work leave
 - Annex no. 6 - Code of Ethics for Employees of the Slovak University of Technology in Bratislava

prof. Ing. Robert Redhammer, PhD.¹⁵
Rector

¹⁵ The original of the signed Full Text of Internal Regulation No. 7/2007-N as amended by its supplements no. 1 to 6 “Rules of Procedure for employees of the Slovak University of Technology in Bratislava” are stored and accessible for inspection at the legal and organizational department of the Rectorate of the Slovak University of Technology in Bratislava.



**Annexes of the
Internal regulation**

no. 7/2007 - N

as amended by its Annexes no. 1 to 6

Staff Regulations

for employees

of the Slovak University of Technology in Bratislava

December 2015

Annex no. 1

SLOVAK UNIVERSITY OF TECHNOLOGY IN BRATISLAVA

Faculty / Department:

**ORDER FOR OVERTIME WORK WITHIN THE MEANING OF § 97
OF THE LABOR CODE**

(UP TO 150 HOURS A YEAR)

Employee Name:

Function:

Center:

The overtime work will be perform on: fromto

Justification of the overtime work:

.....
Name and function of the manager who ordered the overtime work

The employee will - will not take compensatory leave for overtime work.

In Bratislava, date

.....
Signature of the manager



Annex no. 2

SLOVAK UNIVERSITY OF TECHNOLOGY IN BRATISLAVA

Faculty / Department:

**CONTRACT ON PERFORMANCE OF OVERTIME WORK WITHIN THE
MEANING OF § 97(10) OF THE LABOR CODE**

(over 150 hours in the range of maximum 250 hours per year)

Employee: / name and surname /

born:

residing at:

identification number:

ID number:

and

Employer:

represented by:

agreed to perform overtime work.

The employee will perform overtime work

on: fromto.....

Justification of the overtime work:

The employee will - will not take compensatory leave for overtime work.

.....
Employee

.....
Employer

In Bratislava, date

**ORDER FOR EMPLOYMENT EMERGENCY WITHIN THE MEANING OF § 96
OF THE LABOR CODE
(UP TO 100 HOURS A YEAR)**

Employee Name:

Function:

Center:

Employment emergency will be performed:

(1) in the workplace

on: fromto.....

the employee will - will not take compensatory leave for inactive employment emergency at the workplace

(2) a) outside the workplace

on: fromto.....

b) outside the workplace with the possibility of using mobile means of communication

on: fromto.....

Justification:

Remuneration for employment emergency and compensation for employment emergency:

1. for inactive employment emergency at the workplace, the employee is entitled to 50 % of the hourly rate of functional salary (100 % on non-working days)
2. compensation for inactive employment emergency outside the workplace includes compensation for:
 - in case a) in the amount of 15 % of the hourly rate of functional salary (25 % on non-working days)
 - in case b) in the amount of 5 % of the hourly rate of the salary (10 % on non-working days)

pursuant to § 21 of Act no. 553/2003 Coll. on the remuneration of certain employees in the performance of work in the public interest, as amended, which is payable within the pay periods applicable in the organization.

.....
Manager who ordered employment emergency

In Bratislava, date

**CONTRACT ON PERFORMANCE OF WORK EMERGENCY IN THE MEANING
OF § 96 OF THE LABOR CODE
(over 8 hours per week and over 100 hours per year)**

Employee: / name and surname /

Function:

Center:

a

Employer:

represented by:

have agreed to perform employment emergency:

(1) in the workplace

on: fromto.....

the employee will - will not take compensatory leave for inactive employment emergency at the workplace

(2) a) outside the workplace

on: fromto.....

b) outside the workplace with the possibility of using mobile means of communication

on: fromto.....

Justification:

Remuneration for employment emergency and compensation for employment emergency:

1. for inactive employment emergency at the workplace, the employee is entitled to 50 % of the hourly rate of functional salary (100 % on non-working days)
2. compensation for inactive employment emergency outside the workplace includes compensation for:
 - in case a) in the amount of 15 % of the hourly rate of functional salary (25 % on non-working days)
 - in case b) in the amount of 5 % of the hourly rate of the salary (10 % on non-working days)

pursuant to § 21 of Act no. 553/2003 Coll. on the remuneration of certain employees in the performance of work in the public interest, as amended, which is payable within the pay periods applicable in the organization.

.....

Employee

.....

Employer

In Bratislava, date

APPLICATION FOR WORK LEAVE

(Page 1)

Last name, first name, title

Personal number: Department: No. department:

I am requesting a working holiday for date **from** **hrs.**

Because of:

In Bratislava, date
.....
Signature of employee

With the use of working time off
agrees:
Signature of manager

CERTIFICATE OF MEDICAL FACILITY

(Page 2)

Last name, first name, title

.....

Treatment, accompaniment on at hour

.....
stamp and signature of the doctor

Obstacles to work with wage compensation

From To hours, **i.e. together** **hours**

Signature of the manager

**CODE OF ETHICS
OF THE EMPLOYEE OF THE SLOVAK UNIVERSITY OF TECHNOLOGY IN
BRATISLAVA**

The Slovak University of Technology in Bratislava is a modern university, whose spirit is created jointly by students, teachers and employees regardless of nationality, race, gender, age or religion, in the spirit of humanism, humanity, freedom and democracy, thus developing the research and educational legacy of the famous Mining academy in Banská Štiavnica and modern von Humboldt-type universities.

Aware of their co-responsibility for the formation and development of the next generation of students, the requirement for their education for honesty and character, the STU employees at all its faculties and components undertake to adhere to these ethical principles in particular. Employee:

1. fully respects the principles of humanism, humanity, freedom, democracy and, in all its activities, is committed to the observance of moral principles and ethical principles.
2. respects the integrity of the personality of colleagues and students, co-creates a positive and creative environment and participates in the formation of good interpersonal relationships between colleagues and students.
3. respects the academic freedoms, which consist in particular in the right to research and to publish the results of his research. It uses its professional, scientific and pedagogical knowledge, experience and skills to satisfy the mission of the STU and for the benefit of students.
4. takes care of spreading the good name of the STU. He signs the results of his work, documents and works in his own name and lists the names of colleagues and students who participated in obtaining the results, while stating his workplace and university.
5. respects the copyrights, the rights of inventors and utility models. It acts in accordance with the applicable rules of intellectual property protection.
6. makes effective use of working time in full compliance with the employment contract, job description and work regulations.
7. performs extracurricular activities beyond the scope of work duties and in such a way that they do not endanger the scope and quality of work performance. Professional activities for practice, in which he uses the knowledge and skills acquired in an employment relationship with the STU, or more precisely which follow the main activities of the university, performed through the business activities of STU, or through organizations with the participation of the STU.¹⁶
8. always acts in favor of the STU and avoids conflicts of interest. He does not misuse the entrusted intellectual, material and financial resources for personal gain or use in conflict with the economic interests of the STU.

¹⁶ The scope of professional activities for practice should not exceed 40 % of working time per year and must not jeopardize the scope and quality of performance for the main mission.



9. does not accept or require a gift or other benefit provided in order to influence his professional decision-making or conduct.
10. when working with biological materials, living organisms or materials of a special nature, he pays attention to the ethical principles that apply to such work; pays special attention to the protection of the environment.

It is aware that conduct that is not in accordance with the principles set out in this Code of Ethics harms STU's interests.