

Internal policy

No: 1/2024

Work Order of the Slovak University of Technology in Bratislava

Date: 28 February 2024

The Slovak University of Technology in Bratislava in accordance with Section 15 (1) (e) of Act No 131/2002 C.a. on Higher Education Institutions and on Amendments to Certain Acts, as amended, and after approval by the Academic Senate of the Slovak University of Technology in Bratislava on 28 February 2024

has issued

the following internal regulation

Work Order

of

the Slovak University of Technology in Bratislava

Article 1

Introductory provisions

- 1) The Work Order of the Slovak University of Technology in Bratislava (hereinafter referred to as 'STU Work Order') is an internal regulatory framework of the Slovak University of Technology in Bratislava (hereinafter referred to as 'the STU') issued pursuant to Section 15 (1) (e) 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') and pursuant to Section 84 of Act No 311/2001 C.a. the Labour Code, as amended (hereinafter referred to as the 'Labour Code') and Section 12 of Act No 552/2003 C.a. on the Performance of Work in the Public Interest, as amended (hereinafter referred to as the 'Act on the Performance of Work in the Public Interest').
- 2) The STU Employment Regulations regulate the rights and obligations arising from employment relationships concluded between the STU or its facilities on the employer's side and natural persons on the side of the STU employees. Furthermore, the STU Work Order regulate in particular:
 - a) employment of employees at STU;
 - b) work discipline;
 - c) working time;
 - d) salary requirements;
 - e) social policy of the STU;
 - f) other provisions.
- 3) The STU Work Order are binding for all parts of STU and for all STU employees.
- 4) For the purposes of the STU Work Order and other internal regulations of the STU, unless otherwise stipulated therein, managers at the STU are employees who are authorized to determine and instruct subordinate employees of STU, organize, manage and supervise their work and give them binding instructions

to that end¹.

- 5) The senior employees of STU are:
 - a) rector;
 - b) vice-rectors;
 - c) quaestor;
 - d) leaders or directors of STU facilities²;
 - e) head of organizational units of individual parts of STU².
- 6) The leading staff of the faculties are:
 - a) dean;
 - b) vice-deans;
 - c) the faculty secretary;
 - d) heads or directors of pedagogical, research, developmental or artistic, economic and administrative and information departments of the faculty;
 - e) the head of organizational units of individual departments of the faculty according to point d).
- 7) For the purposes of point 5(e) and point 6(e) of this Article, an organizational unit means a unit, section, department or other workplace that performs a certain comprehensive set of interrelated activities according to the internal regulatory framework of the STU and the internal regulatory framework of faculties.
- 8) The positions of senior staff referred to in point 5(a) and point 6(a) of this Article shall be filled by appointment on the basis of an election³.
- 9) The positions of senior staff referred to in point 5(b) and point 6(b) of this Article shall be filled by appointment⁴.
- 10) The posts of senior staff referred to in points (c) and (d) of point 5 and in points (c) and (d) of this Article shall be filled on the basis of the outcome of the competition.
- 11) Employees performing the work for the STU on the basis of agreements on work performed outside the employment relationship are subject to the provisions of the STU Work Order only where it results from its arrangements, from the provisions of generally binding legal regulations and from concluded agreements.
- 12) Duty to demonstrably familiarize employees with the STU Work Order and with amendments to it has their head.
- 13) For the purposes of the STU Work Order, the term:
 - a) 'Human Resources Department' means, in the case of the STU Rector's Office, the Human Resources Department of the STU Rector's Office, in the case of a faculty or other part of the STU, the relevant organisational unit providing activities in the field of human resources and human resources;
 - b) 'collective agreement' means the currently valid STU Collective Agreement concluded between STU as an employer and the University trade union of the Slovak University of Technology in Bratislava as the

¹ Section 9(3) of the Labour code.

² Section 21 (1) points (b) and (c) of the Higher Education Act. of the Higher Education Act.

³ Section 10 of the Higher Education Act, Article 27 of the STU Statute.

⁴ Section 10 (10) of the Higher Education Act, Article 27 point 22 of the STU Statute.

relevant trade union body.

Article 2

Parties to employment relationships

- 1) In accordance with the Higher Education Act⁵, the self-governing competence of the STU includes the conclusion, modification and cancellation of employment relationships and the determination of the number and structure of work positions at the STU.
- 2) The STU acts as an employer in employment relations.
- 3) Legal acts in employment relations are performed on behalf of the STU by the rector or employees authorized by him.
- 4) Deans of faculties perform legal acts in employment relations with the STU employees assigned to faculties to the extent determined by the STU Statute⁶. In the case of deans, legal acts in employment relations are performed by the rector.
- 5) Wherever the STU Work Order refer to the dean in relation to the faculty managed by him, this shall also be understood, unless it is contrary to the meaning of the relevant provision, the director or manager in relation to the separately financed part of the STU managed by him.
- 6) The questor performs legal acts in employment relationships to the extent specified in credentials of the rector.

Article 3

Employment

- 1) Before concluding an employment relationship, the STU shall find out whether the job applicant meets the prerequisites for performing work in the public interest in accordance with the Act on the Performance of Work in the Public Interest⁷.
- 2) An employee of STU can only be a natural person who:
 - a) has a full legal capacity;
 - b) is of good repute;
 - c) fulfils the qualification requirements and the specific qualification requirements, should this is required by a specific regulation;
 - d) is medically fit for the work to be performed, should this is required by a specific regulation;
 - e) has been elected or appointed, if a specific regulation⁸ provides for election or appointment as a prerequisite for the performance of work in the public interest;
 - f) is entitled to familiarize himself/herself with classified information according to a specific regulation⁹, where such authorization is

⁵ Section 6(1)(g) of the Higher Education Act.

⁶ Article 24(1)(d) of the STU Statute.

⁷ Section 3 of the Act on the performance of work in the public interest.

⁸ Higher Education Act.

⁹ Act No 215/2004 C.a. on the Protection of Classified Information and on Amendments to Certain Acts, as amended.

required for the agreed work.

- 3) The prerequisites set out in point 2 of this Article shall be met by the employee throughout the entire period of work at the STU.
- 4) Where a job applicant does not meet the qualification prerequisite set out in specific regulation¹⁰, he or she may not be granted an exemption for a non-compliance.
- 5) STU employees who will perform craft, manual or handling work activities with a predominance of physical work shall meet the prerequisites set out in point 2 (b), (c) and (d) of this Article.
- 6) The facts necessary for the conclusion of an employment contract shall be proved by the job applicant in the prescribed or other credible manner.
- 7) The integrity is proved by an extract from the criminal record not older than three months. A person who has been convicted of an intentional crime is not considered to be of a good repute.
- 8) A natural person who is a citizen of the Slovak Republic shall, for the purpose of proving good repute pursuant to point 7 of this Article, provide the data necessary to request an extract from the criminal record or submit an extract from the criminal record pursuant to point 7 of this Article for the purpose of proving the integrity pursuant to point 7 of this Article.
- 9) A natural person who is not a citizen of the Slovak Republic shall, for the purpose of proving his or her integrity pursuant to point 7 of this Article, submit to the STU an extract from the criminal record or a similar document issued by the state of which he or she is a citizen before concluding an employment contract.
- 10) Before concluding an employment contract, the relevant manager of the organisational unit where the employee is to start shall acquaint the employee with the rights and obligations arising for him from the employment contract, with the working conditions and salary conditions under which he is to perform the work.
- 11) A natural person shall inform the STU of facts that prevent the performance of work or that could cause harm to the STU, as well as of the fact that he or she works for more than one employer and of the length of working hours with another employer where he/she is a minor.
- 12) A university teacher, researcher and artistic worker may have a maximum of three employment relationships with higher education institutions based 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 artistic worker, while at most one of them may perform work within the stipulated weekly working hours¹¹.
- 13) If medical fitness for work or mental fitness for work is required for the performance of work according to specific regulation, or another prerequisite according to a specific law, STU may conclude an employment contract only with a natural person medically fit or mentally fit for this job, or with a natural person who meets a different prerequisite under a specific law.
- 14) STU may not require a natural person to inform:

¹⁰ Act No 553/2003 C.a. on the Remuneration of Certain Employees in the Performance of Work in the Public Interest and on Amendments to Certain Acts, as amended.

¹¹ Section 74(5) of the Higher Education Act.

- a) on pregnancy;
 - b) on family circumstances;
 - c) on political affiliation, on trade union affiliation, on nationality and ethnicity and religion;
 - d) on sexual orientation.
- 15) When hiring a job applicant, the STU shall not violate the principle of equal treatment when it comes to access to an employment.
- 16) The STU will decide on filling a vacancy based on an assessment of the suitability of individual applicants in terms of their knowledge and abilities to perform work in the public interest.
- 17) The manager of the relevant organisational unit to which the job applicant is recruited submits a proposal for employment to the Human Resources Department, usually no later than ten calendar days before the commencement of an employment, in the case of foreigners, usually no later than 6 weeks before the commencement of employment. The proposal for admission is approved by the rector or an employee authorised by the rector who is authorised to conclude employment relationships.
- 18) The application for admission shall be attached by documents of the job applicant before taking up employment:
- a) an application for employment;
 - b) a professional CV;
 - c) a proof of education;
 - d) the data necessary to request an extract from the criminal record referred to in point 7 of this Article or an extract from the criminal record;
 - e) employment certificates from previous employers for the purpose of demonstrating a credited experience;
 - f) in the case of persons receiving a pension, a decision on its award, while the amount of the pension may be anonymised in the decision;
 - g) an employee's affidavit on the length of working hours with another employer, where he/she is a minor;
 - h) proof of medical fitness in accordance with a specific regulation;
 - i) a current photo in an electronic form;
 - j) in the case of a foreigner, a Certificate of Legal Competence – A1 form (in the case of a foreigner within the EU), a residence permit, or a document from the Foreign Police (in the case of a foreigner from third countries).
- 19) A job proposal shall contain in particular:
- a) a proposal for the employee's job and salary classification;
 - b) job description (description of work activities).
- 20) The employment relationship is established by an employment contract no later than 1 working day before the employee starts work. The contract shall be drawn up in writing.
- 21) In the employment contract, the STU shall agree with the employee:
- a) on the type of work (description of work activities) for which the employee is hired;
 - b) place of work (municipality, part of a municipality or otherwise designated place, e.g. Bratislava, Trnava, or another place);

- c) the day of starting work;
 - d) salary terms.
- 22) The terms and conditions of the STU also state in the employment contract:
- a) the duration of the employment relationship;
 - b) probationary period;
 - c) weekly working hours;
 - d) the method of salary payment;
 - e) payment date;
 - f) the amount of leave;
 - g) the length of the notice period;
 - h) an agreement with the employee that the STU is entitled 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 at the STU during the notice period; the STU may claim this entitlement by the deduction from the salary;
 - i) or other terms and conditions agreed upon by the parties.
- 23) The employment relationship is usually concluded for a fixed period of one year. After that period, the procedure shall be in accordance with point 32 of this Article. In the case of employment of university teachers, the procedure is in accordance with the Higher Education Act¹².
- 24) A probationary period of up to three months may be agreed in the employment contract, and a maximum of six months for a senior employee under the direct management of the statutory body or a member of the statutory body and a senior employee who is under the direct management of that senior employee. The probationary period cannot be extended. Where the employee has not worked the entire work shift during the agreed probationary period due to an obstacle to work on his side, the probationary period is extended by one day. The probationary period shall be agreed in writing, otherwise it is invalid. A probationary period cannot be agreed in the case of renewed employment relationships for a certain period of time.
- 25) For an employee with a fixed-term employment relationship, the agreed probationary period may not be longer than half of the agreed period of an employment.
- 26) The STU shall issue one copy of the employment contract to the employee. Together with it, the STU will issue to the employee the information on the scope of personal data processing and on the rights of the data subject under specific regulations¹³.
- 27) The STU shall hand over the Salary Decision to the employee when concluding an employment contract. The STU shall issue a salary decision to an employee when changing the type of work or adjusting the functional salary.
- 28) Posts of university teachers, professors and associate professors, researchers' posts and managerial positions as the STU employees and STU faculties' employees in accordance with the Higher Education Act and the STU Statute

¹² Section 77(5) and (6) of the Higher Education Act.

¹³ Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, Act No 18/2018 C.a. on the protection of personal data and on amendments to certain acts, as amended.

are filled on the basis of the result of the selection procedure. The rules and course of the selection procedure in the STU conditions are regulated by the STU internal regulation¹⁴.

- 29) Foreigners or persons without a state jurisdiction may the STU employ only in accordance with generally binding legal regulations.
- 30) Employees who are close relatives¹⁵ cannot be classified under direct or superior authority to each other, or in such a way that one is subject to the cash control or accounting control of the other.
- 31) On the day of commencement of employment, the relevant manager shall acquaint the employee with the STU regulations and documents according to the Labour Code¹⁶. The acquaintance is confirmed by the employee in writing. The manager delivers this document to the human resources department, which files it in the employee's personal file.
- 32) Fixed-term employment may be agreed, extended or renegotiated only under the conditions laid down in the Labour Code and the Higher Education Act¹⁷.

Article 4

Changes in working conditions

- 1) The agreed content of the employment contract can only be changed if STU and the employee agree to change it. The agreement on the amendment of the employment contract shall be made in writing, by concluding an amendment to the employment contract¹⁸.
- 2) An employee shall perform work of a different type or at a different place than agreed in the employment contract only exceptionally in cases specified in the Labour Code¹⁹.
- 3) The STU may also reassign an employee without his/her consent for the time of the necessary need to work other than agreed, if it is necessary to avert an extraordinary event or to mitigate its immediate consequences.

Article 5

Termination of employment

- 1) The employment relationship between STU and the employee may be terminated:
 - a) agreement
 - b) by notice given by the STU,
 - c) by notice given by the employee,
 - d) immediate termination by the STU,
 - e) immediate termination by the employee,

¹⁴ Internal policy No 1/2023 Rules of the selection procedure for filling the positions of university teachers, researchers, professors and associate professors, and senior staff positions at the Slovak University of Technology in Bratislava.

¹⁵ Section 116 of Act No 40/1964 C.a., the Civil Code, as amended.

¹⁶ Section 47(2) of the Labour Code.

¹⁷ Section 48 of the Labour Code, Section 77(6) of the Higher Education Act.

¹⁸ Section 54 of the Labour Code.

¹⁹ Section 55 of the Labour Code.

- f) termination of the probationary period.
- 2) The employment relationship between the STU and the employee will end:
 - a) the expiry of the period of time in the case of a fixed-term employment relationship,
 - b) in the case of a foreigner or a stateless person under the Labour Code²⁰, if it has not already been terminated in another way,
 - c) in the case of university teachers, at the end of the academic year in which they reach the age determined by a specific law⁸, if their employment relationship did not end earlier in accordance with the Labour Code.
- 3) The employment relationship is terminated upon the death of the employee.
- 4) The employee delivers his/her submissions in connection with the termination of employment in writing to the human resources department or through the relevant the STU mailroom, which confirms the receipt of the submission and the date of delivery. The relevant managers shall comment in writing on the employee's proposal for termination of employment.
- 5) A proposal for termination of employment by the STU is submitted by the employee's manager. The Rector or Dean of the relevant faculty, respectively managers entrusted with acting in employment relationships, decide on the termination of an employment.
- 6) Where the STU and the employee agree on the termination of the employment relationship, the employment relationship will end on the agreed date. The agreement on the termination of employment is concluded by the STU and the employee in writing.
- 7) An employee may terminate the employment relationships, too. The notice of termination shall be in writing and delivered, otherwise it is invalid.
- 8) An employer may terminate an employee only for reasons stipulated by the law and in the manner prescribed by the law, where:
 - a) the employer or part of it
 - 1. repeals or
 - 2. relocates and the employee does not agree with the change of the agreed place of work,
 - b) the employee becomes redundant due to a written decision of the STU or the competent authority on the change of its tasks, technical equipment or on the reduction of the number of employees in order to ensure the efficiency of work or on other organizational changes,
 - c) due to his/her health condition, according to a medical opinion, the employee has lost the ability to perform his/her previous work for a long time, or if he/she is unable to perform it due to an occupational disease or due to the threat of such a disease, or if he/she has reached the highest permissible exposure in the workplace determined by the decision of the competent public health authority,
 - d) employee:
 - 1. does not meet the prerequisites set by legal regulations for the performance of the agreed work,

²⁰ Section 59(3) of the Labour Code.

2. ceased to meet the requirements of the Labour Code²¹,
 3. does not meet the requirements for the proper performance of the agreed work determined by STU in an internal regulation through no fault of the STU,
 4. satisfactorily fulfils work tasks and STU has called on him in writing in the last six months to eliminate deficiencies and the employee has not remedied them in a reasonable time,
 - e) there are reasons for the employee to be immediately terminated by STU or for a minor breach of work discipline; An employee may be dismissed for a minor breach of work discipline if the relevant senior employee notifies the employee in writing of the possibility of dismissal in connection with a breach of work discipline within the last six months.
- 9) Where a senior employee in the direct management competence of the Rector has resigned from office or has ceased to meet the requirements for the performance of the function, STU may terminate the employment relationship with him or her by notice pursuant to point 8(d) point 2 of this Article.
 - 10) Dismissal, resignation or cancellation of the authorisation of other senior employees does not constitute a reason for termination and the employee continues to perform work in accordance with the concluded employment contract.
 - 11) When dismissing a senior employee from office pursuant to point 9, when dismissing a senior employee from office or when revoking the authorisation of a senior employee pursuant to point 10, STU shall state the reasons for the dismissal or the reasons for the cancellation of the authorisation and to inform the senior employee of these reasons in writing. The grounds for revocation or the grounds for revocation of the mandate may not be changed subsequently.
 - 12) Where the STU wants to terminate the employment relationship with an employee by dismissal due to a violation of work discipline, it shall inform the employee of the reason for the termination and give him the opportunity to comment on it. The reason for the dismissal may not be changed subsequently.
 - 13) Where it is not a dismissal due to unsatisfactory performance of work tasks, due to a minor breach of work discipline or for a reason on the basis of which the employment relationship may be terminated immediately, or dismissal due to redundancy pursuant to point 8 letter b) of this Article, STU may terminate an employee only if:
 - a) does not have the possibility to continue employing the employee, even for a part-time job at a place that has been agreed as the place of work,
 - b) the employee is not willing to switch to another suitable job offered by STU in the place that has been agreed as the place of work or to undergo prior preparation for this work.
 - 14) Where a notice is given, the employment relationship will end upon the expiry of the notice period. The notice period is the same for STU and the employee and is at least one month, unless the Labour Code or the collective agreement stipulates otherwise.

²¹ Section 42(2) of the Labour Code.

15) The notice period of an employee who has been dismissed for the reasons specified in Section 63 (1) (a) or (b) of the Labour Code, or because the employee has lost the ability to perform his/her current job for a long time due to his/her health condition, according to the medical opinion, the following is at least:

- a) two months, where the employee's employment relationship at the STU lasted at least one year and less than five years as of the date of delivery of the notice,
- b) three months, where the employee's employment relationship at the STU lasted at least five years on the date of delivery of the notice.

The notice period of an employee who is dismissed for reasons other than those specified in this paragraph is at least two months where the employee's employment at STU lasted at least one year as of the date of delivery of the notice.

- 16) Where the notice is given by an employee whose employment relationship at the STU lasted at least one year on the date of delivery of the notice, the notice period is at least two months.
- 17) The notice period begins on the first day of the calendar month following the delivery of the notice and ends on the expiry of the last day of the relevant calendar month, unless otherwise stipulated.
- 18) During the notice period, the employee and the STU as an employer are obliged to fulfil all obligations arising from the employment relationship. During this period, the employee shall take the rest of the leave, unless the STU and the employee agree otherwise.
- 19) The STU or an employee may terminate the employment relationship immediately exceptionally, only for reasons stipulated by law²². The reason for an immediate termination may not be changed subsequently.
- 20) No later than 14 days before the termination of employment, the employee shall inform the manager about the status of the tasks and to hand over the agenda in writing – protocol according to the instructions of the manager. In the event of immediate termination of employment, the actions referred to in this point shall be carried out without delay.
- 21) The employee shall hand over the assigned work aids and items in a condition that corresponds to their normal wear and tear.
- 22) Before the termination of the employment relationship of an employee with whom an agreement on material liability has been concluded, the STU will ensure an inventory of the property entrusted to the employee. The handover of the items or the method of compensation for damage will be made by the relevant manager.
- 23) On the last day of the employment, the employee submits an exit letter and his/her employee card (employee identification card) to the Human Resources Department.
- 24) When an employee's employment is terminated, the Human Resources Department will ask the information systems administrator to prevent the employee's access to STU information systems.
- 25) Upon termination of employment, the STU shall issue an employment certificate to the employee and, at the employee's request, a work report.

- 26) Where the termination of an employee's employment at the STU is immediately followed by the establishment of a new employment relationship at the STU, it is one employment relationship according to the Higher Education Act.
- 27) The STU shall discuss the termination or immediate termination of employment by the STU with employee representatives in advance, otherwise the termination or immediate termination of employment is invalid. The employee representative shall discuss the termination by the STU within seven working days from the date of delivery of the written request from STU and the immediate termination of employment within two working days from the date of delivery of the written request from the STU. Where there is no discussion within the specified time limits, it is considered that the hearing has taken place.

Article 6

Obligations arising from the employment relationship

- 1) From the date of commencement of the employment relationship
- 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 comply with other working conditions stipulated by legal regulatory framework, the collective agreement and the employment agreement;
 - b) an employee shall work conscientiously, responsibly and properly within the scope of his rights and obligations, according to his knowledge and abilities, and to observe the rules of decency, courtesy, consideration and respect for other persons in the performance of his or her work duties;
 - c) the employee shall perform work personally according to the employment contract, to observe and fully use the working time and to observe work discipline,
 - d) the employee shall constantly familiarize himself with the generally applicable legal regulations applicable to the work performed and with the internal regulations of the STU and to comply with them,
 - e) the employee shall notify the STU in writing without undue delay, but no later than by the end of the calendar month in which the change occurred, all changes related to the employment relationship and related to his/her person, in particular:
 - change of his name, surname;
 - change of permanent residence or temporary residence; change of address for the service of documents;
 - change of health insurance company;
 - attaining higher education;
 - change in marital status;
 - if, with the employee's consent, the payout is transferred to an account in a bank or in a branch of a foreign bank, a change in bank details;

- information on the award of a pension (old-age, disability, widow's or widower's, orphan's), while the amount of the pension may be anonymised;
 - information on the recognition of the altered capacity for work.
- 2) The employee shall also
- a) comply with the Constitution of the Slovak Republic, constitutional legislation, laws, other generally binding legal regulations, internal regulation of the STU and other regulations of the STU and to apply them to the best of their knowledge and conscience, to respect and protect human dignity and human rights;
 - b) act and decide impartially and refrain from doing work in the public interest from anything that could jeopardise confidence in the impartiality and objectivity of actions and decision-making;
 - c) maintain confidentiality about facts that he/she has learned about in the performance of work in the public interest and that cannot be reported to other persons in the interest of the STU, even after the termination of an employment; this does not apply if he/she has been relieved of this obligation by the Rector or the head authorized by him/her, and in the case of an employee assigned to the faculty, the Dean, unless a specific regulation stipulates otherwise; the obligation of confidentiality under the provision does not apply to the reporting of crime or other anti-social activities under a specific regulation²³. The Rector is entitled to determine the details by a specific regulation of the STU;
 - d) refrain from any action that could give rise to a conflict of interest; a conflict of interest is a fact when an STU employee prioritizes personal interest over the public interest, i.e. when an employee acts in such a way as to obtain a material benefit for himself or for a person close to him¹⁵;
 - e) not misuse information acquired in connection with and in the course of the performance of employment for their own benefit or for the benefit of close persons¹⁵ or other natural and legal persons; this obligation applies even after the termination of the employment relationship;
 - f) refrain from any action that results in unjustified promises or obligations binding the STU;
 - g) notify the head or law enforcement authority of the loss of or damage to property owned or managed by the STU;
 - h) notify the STU that he/she has been convicted of an intentional criminal offence or that he/she has been deprived of legal capacity, or that his/her legal capacity has been restricted;
 - i) notify the STU, in the case of a university teacher, researcher and artistic worker, of the establishment or change of employment with another employer⁸;
 - j) to ensure the economical and efficient management and the use of

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Act No 583/2008 C.a. on the Prevention of Crime and Other Anti-Social Activities and on Amendments to Certain Acts, as amended.

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 one's own personal benefit, for the benefit of a loved person¹⁵ or any other person and for any business activities not related to the performance of work for STU;

- k) where he/she creates an invention, utility model, design, topography of semiconductor elements, trademark or other intellectual property object in the course of the performance of work tasks, immediately inform the relevant organisational unit of this fact;
- l) not to misuse the material, financial and immaterial funds entrusted to them for the purpose of their own enrichment, or for the purpose of harming the public interest, the interest of STU and other universities; public interest under this point is an interest that brings a property benefit or other benefit to all citizens or a majority of citizens;
- m) comply with the financial discipline;
- n) comply with the prohibition of performing other gainful activity in other than non-working hours and with the use of STU property.

An employee who performs handicraft, manual or handling work activities shall be subject to the provisions of this point *mutatis mutandis*.

- 3) When performing work in the public interest, an employee may not:
 - a) carry out an activity which would significantly diminish the dignity of the office performed or jeopardise his/her impartiality;
 - b) mediate for themselves or for another natural or legal person trade
 - with the state;
 - with the municipality;
 - with a higher territorial unit;
 - with a state-owned enterprise, a state specific purpose fund and another legal entity established by the state;
 - with a budgetary organisation or a contributory organisation, another legal entity established by a municipality;
 - with a budgetary organisation or a contributory organisation, another legal entity established by a higher territorial unit; or
 - with another legal entity with an ownership interest of the state, the National Property Fund of the Slovak Republic, a municipality or a higher territorial unit;

This does not apply if such an activity results from the employee's performance of work in the public interest;

- c) to solicit or accept gifts or other benefits or induce another to provide gifts or other benefits in connection with and in the performance of work in the public interest; this does not apply in the case of gifts or other benefits normally provided in the performance of work in the public interest or by the employer;
- d) to acquire property from the state, municipality, higher territorial unit other than in a public tender or public auction, unless a specific law provides otherwise, except where the municipality or a higher territorial unit publishes the conditions for the acquisition of assets; this also applies to persons close to the employee¹⁵;
- e) to use symbols associated with the performance of work in the public

- interest for personal gain;
- f) to take advantage of the performance of work in the public interest, namely even after the completion of the performance of these works;
 - g) to make false statements related to the performance of work in the public interest.
- 4) The manager shall demonstrably inform subordinate employees with STU regulations.
 - 5) The conditions of business, performance of other gainful activity of the rector, his/her membership in management, control or supervisory bodies are regulated in the Act on the Performance of Work in the Public Interest²⁴.
 - 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 she or a person close to him¹⁵ is a statutory body.
 - 7) The conditions for the performance of an employee's gainful activity, which is identical to the subject of STU's activities, are regulated in the Act on the Performance of Work in the Public Interest²⁵.
 - 8) An employee is not allowed to bring animals to the premises of STU, except for a dog with specific training according to a specific law²⁶.

Article 7

Responsibilities of a university lecturer and researcher

- 1) In addition to the duties of an employee referred to in Article 6 and in the internal regulation STU²⁷ obliged in particular:
 - a) to adhere to the established timetable, office hours and exam schedule;
 - b) during the control and evaluation of study results, e.g. exams, to behave with dignity and correctness, observe the principle of equal treatment in relation to students and refrain from any form of discrimination in accordance with the Higher Education Act²⁸;
 - c) to refrain from any action that would penalize or disadvantage the student because the student exercises his/her rights under the Higher Education Act;
 - d) to create space for the development of students' relationship to study through their personal expression and professional activities; free and objective transfer of scientific, professional and pedagogical knowledge and knowledge to contribute to the realization of the right to education and information of STU students;
 - e) to respect and fully comply with the thematic and time schedule of individual educational activities, using the initiative of students during them and actively involving them in the discussion within individual thematic areas;

²⁴ Section 9 of the Act on the performance of work in the public interest.

²⁵ Section 9a of the Act on the performance of work in the public interest.

²⁶ Section 25 of Act No 447/2008 C.a. on Cash Contributions to Compensate for Severe Disability and on Amendments to Certain Acts, as amended.

²⁷ Code of Ethics of the Slovak University of Technology in Bratislava.

²⁸ Section 55(2) of the Higher Education Act.

- f) to carry out all non-work activities only after the end of working hours and outside the premises of the STU;
 - g) not to misuse the entrusted material, financial and non-material funds for the purpose of their own enrichment or for harming the public interest and the interest of higher education institutions;
 - h) to refrain from pejorative and vulgar statements when evaluating the student's work, belittling or humiliating the student's personality, refraining from any violence against the student;
 - i) in relation to the domestic and foreign scientific and pedagogical community, to behave correctly, to comply with the legal protection of copyright and intellectual property and to take care of the good name of the STU;
 - j) to protect the results obtained in pedagogical, research, artistic, professional and other activities that have arisen on the premises of STU from misuse, not to provide them to third parties without proper protection of intellectual property, or even tangible property;
 - k) to dispose of the student's school work in accordance with a specific law²⁹,
 - l) to truthfully report publication activities in the relevant faculty library so that they are reported to only one employer;
 - m) to get acquainted with the internal system of quality assurance of higher education of STU and the applicable standards concerning the study programme in which it operates or provides it, and comply with the conditions and prerequisites set out therein in relation to the agreed type of work;
 - n) in the event that it participates in a research activity, to comply with the provisions of point 2 of this Article as appropriate.
- 2) In addition to the duties of an employee referred to in Article 6 and in the internal regulation STU²⁷ obliged in particular:
- a) to comply with the principles of adequate, transparent and effective financial management of research and to provide cooperation in research inspections carried out by STU or other entities authorized to perform audits;
 - b) to adhere to safe work procedures in accordance with generally binding legal regulations of the Slovak Republic, including the adoption of necessary measures for the protection of health and safety at work, as well as to proceed in accordance with the strategy of data storage, data protection and backup at STU;
 - c) to focus their research on expanding the frontiers of scientific knowledge and for the good of humanity, using freedom of thought and expression and the freedom to determine the methods by which problems are solved according to recognised ethical principles and procedures. The employee acknowledges and complies with the restrictions of this freedom resulting primarily from the applicable generally binding legal regulations of the Slovak Republic, the internal regulations of STU, but also from the operational reasons of STU;
 - d) to comply with recognized ethical behaviour and basic ethical

principles relevant to the scientific field in which it conducts research activities;

- e) to comply with the applicable generally binding legal regulations of the Slovak Republic regulating intellectual property rights and prevent plagiarism of any kind;
- f) to proceed in accordance with the strategic goals of STU in the field of research and its financing;
- g) to establish a professional relationship with research leaders and faculty representatives and carry out work in accordance with the agreed schedule in order to achieve the set milestones, results and/or research outputs;
- h) to fulfil at the highest professional level their multifaceted role as project leader, teacher, career advisor, project coordinator, manager and scientific facilitator, while building professional, constructive and positive relationships with researchers at an early stage of their careers so as to create conditions for the effective transfer/transfer of knowledge and experience and further successful career development of researchers;
- i) to strive to continuously improve at all stages of their career by regularly renewing and expanding their skills and qualifications.

Article 8

Responsibilities of managers

- 1) In addition to the duties referred to in Article 6 and in the internal Regulation STU²⁷ managers shall in particular:
 - a) to manage, control and evaluate the work of employees subordinate to him;
 - b) to ensure that their instructions are in accordance with laws, other generally binding legal regulations and internal regulations of the employer;
 - c) to establish favourable working conditions for employees, ensure that all employees managed by them achieve the professional competence required to perform the agreed work, constantly update their professional knowledge and are familiar with the legal regulations applicable to the work they perform;
 - d) to ensure, within the scope of its competence, the fulfilment of the duties arising from the regulations governing occupational health and safety and fire protection;
 - e) to create favourable conditions for raising the professional level employees and to meet their basic social needs;
 - f) to ensure that there are no violations of a work discipline;
 - g) to ensure the adoption of timely and effective measures for the protection of STU property;
 - h) to observe the rules of decency and civil coexistence in a mutual contact;
 - i) to propose and apply the remuneration of employees consistently in accordance with generally binding and internal policies on

- remuneration, according to the approved criteria and results of the employee's work, and to comply with the principle of providing equal pay for equal work or for work of equal value;
- j) to familiarize themselves with the STU Work Order and familiarize subordinate employees with their content, apply and require their observance;
 - k) to familiarize themselves with the content of the collective agreement and ensure the fulfilment of the agreed obligations within the scope of their competence;
 - l) to manage employees to work discipline and deal with cases of violations of work discipline;
 - m) to establish suitable conditions for the employment of a person with a disability in accordance with a specific law³⁰.
- 2) A senior employee shall declare his/her assets within 30 days of being appointed to the position of a senior employee and by 31 March of each calendar year.

Article 9 Work discipline

- 1) STU considers the following to be a serious breach of work discipline, for which the employment relationship with an employee may be terminated immediately within the meaning of the Labour Code³¹:
- a) breach of duties, prohibitions and restrictions pursuant to Article 6(1)(b) to (e), points 2 to 4, 6 and 8 and pursuant to Section 8 of the Act on the Performance of Work in the public interest;
 - b) in the case of higher education teachers and researchers, a breach of the obligations under Article 7; in the case of managerial staff, a breach of the obligations under Article 8;
 - c) consumption of alcoholic beverages, narcotic substances or psychotropic substances at STU workplaces and during working hours also outside these workplaces, entering STU premises under the influence of alcoholic beverages, narcotic substances or psychotropic substances, refusal to undergo a breath test, or undergoing an examination to determine whether the employee is not under the influence of alcoholic beverages, narcotic substances or psychotropic substances. This provision does not apply to social events in the case of alcoholic beverages carried out with the consent of the rector, the dean or their authorised persons employees;
 - d) participation in academic fraud³²;
 - e) all thefts or attempted thefts in the workplace;
 - f) intentional damage to STU property or use of property in your for the benefit of or for the benefit of a close person¹⁵ of an STU employee;
 - g) proven unexcused absence from the workplace lasting 1 or more days;

³⁰ Section 63 of Act No 5/2004 C.a. on Employment Services and on Amendments to Certain Acts, as amended.

³¹ Section 68 of the Labour Code.

³² Section 108l of the Higher Education Act.

- h) violation of generally binding legal regulations, internal regulations of the STU and other regulations of the STU;
- i) arbitrary departure from the workplace during working hours that seriously impair the performance of the tasks of the workplace;
- j) where the employee is not available to STU during occasional work from the household;
- k) a proven violent crime against a senior employee, co-worker, student or visitor to STU premises;
- l) failure to comply with the rules of safe and reliable operation of STU information systems, where he has been demonstrably acquainted with them;
- m) violation of the prohibition of other gainful activity of an employee within the meaning of this STU Work Order during working hours or with the use of the STU property.

For the reasons specified in this point, STU may also give notice to an employee in accordance with the Labour Code³³ with the application of a notice period.

- 2) In particular, the following are considered to be a minor violation of work discipline:
 - a) failure to use working time and perform work tasks set by the manager properly and on time;
 - b) proven repeated unexcused late arrival or early leaving the workplace;
 - c) failure to comply with the orders and instructions of the managers issued in accordance with the regulations or refusal to comply with them;
 - d) unreasonably staying in the workplace outside working hours;
 - e) intended violation of a treatment mode doctors in case of temporary incapacity for work;
 - f) violation of the smoking ban in STU premises;
 - g) non-compliance with or violation of the Code of Ethics of the Slovak University of Technology in Bratislava²⁷.

In the above cases, the manager warns the employee in writing of the possibility of termination from employment, and in the case of a second violation of work discipline in a less serious way, the STU may apply the termination in accordance with the Labor Code³³.

- 3) An employee shall not consume alcoholic beverages, narcotic substances and psychotropic substances in the workplaces and premises of the STU and during working hours also outside these workplaces and premises and not enter under their influence to work; exceptions are alcoholic beverages served at social events held with the consent of the rector, dean or employees authorized by them.
- 4) The STU checks whether the employee is not under the influence of alcoholic beverages, narcotic substances or psychotropic substances during working hours (hereinafter referred to as 'inspection') and the employee shall submit to the inspection.
- 5) The inspection shall be carried out on the basis of the initiative of the head of:
 - a) breathing test – by evidentiary (certified) and a regularly calibrated alcohol tester;

- b) blood test after collection in a medical facility;
 - c) medical examination on presence of narcotic drugs, substances or psychotropic substances.
- 6) In the case of an inspection pursuant to point 5(a) of this Article, it shall be attended by at least two witnesses from another workplace in addition to the manager, namely a representative of employees³⁴ and another witness, who may be a security officer, an authorised security officer or other employees. One of the members of the control group according to the first sentence shall be a person who has been demonstrably acquainted with the operating instructions for the alcohol tester in question provided by the manufacturer for the purpose of proper use.
- 7) A written record of each inspection shall be made, the content of which shall be:
 - a) name, surname and job title of the inspected employee;
 - b) name, surname of the inspector and witnesses;
 - c) the date and time of the inspection;
 - d) the method of implementation and the result of the inspection;
 - e) signatures of the inspected, the inspector and witnesses.
- 8) In the case of an inspection pursuant to point 5 (b) and (c), the inspected employee who has been found to have a positive result shall reimburse the STU for all costs incurred in connection with the examination.
- 9) The permitted alcohol limit is 0.0 per mille.
- 10) In the event that it has been established that the employee is under the influence of alcoholic beverages, narcotic substances or psychotropic substances, or if the employee refuses to undergo an inspection, this fact shall be considered a serious violation of work discipline pursuant to point 1 letter c) of this Article and the STU may draw consequences against such an employee pursuant to the Labour Code and the STU Work Order.

Article 10

Severance pay and retirement pay

- 1) Upon termination of employment, the employee is entitled to severance pay according to the Labour Code³⁵ and the collective agreement.
- 2) A university teacher is entitled to severance pay upon termination of employment after reaching the age determined in accordance with specific regulations, as in the case of termination of employment by notice for reasons specified in the Labour Code³⁶.
- 3) Where, after the termination of the employment relationship, the employee rejoins the STU or its legal successor before the expiry of the period determined according to the severance pay provided, he or she shall return the severance pay or its proportional part, unless otherwise agreed with the STU. The proportional part of the severance pay is determined according to the number of days from the resumption of employment to the expiry of the

³⁴ Section 11a of the Labour Code.

³⁵ Section 76(1) to (3) of the Labour Code.

³⁶ Section 63 (1) (b) of the Labour Code.

time resulting from the severance pay provided.

- 4) Severance pay does not apply to an employee whose rights and obligations from employment relationships are transferred to another employer under the Labour Code due to organisational changes or rationalisation measures.
- 5) Severance pay is paid by the STU after the termination of employment on the next payment date designated for the payment of wages, unless the employee and the STU agree otherwise.
- 6) The employee is entitled to retirement pay according to the Labour Code³⁷ and the collective agreement.
- 7) An employee is entitled to severance pay from only one employer.
- 8) The STU is not obliged to provide severance pay to an employee if the employment relationship has been terminated pursuant to Section 68(1) of the Labour Code, i.e. by immediate termination of employment.

Article 11

Representation and transfer of functions

- 1) Managers shall organise the representation of absent employees. When handing over functions and agenda for reassignment and termination of employment, employees are obliged to provide each other with all 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 the agenda, a record is written and signed by the participating employees.
- 3) When handing over a function with material responsibility for the entrusted values, an inventory is carried out.

Article 12

Working time

- 1) Working time is the period of time in which the employee is available to STU, performs work and performs duties in accordance with the employment contract.
- 2) For the purposes of determining the extent of working time and the allocation of working time, a week shall be seven consecutive days.
- 3) The working hours of an STU employee are 37 and 1/2 hours per week. An employee who has his working hours scheduled in such a way that he regularly performs work alternately in both shifts in two-shift operation, he/she has a maximum working time of 36 and 1/4 hours per week and in all shifts in three-shift or continuous operation, he has a maximum working time of 35 hours per week.
- 4) Unless otherwise provided for in accordance with Article 13, the working hours of informants in the day shift is from 6:00 a.m. to 6:00 p.m., in the night shift from 6:00 p.m. to 6:00 a.m.
- 5) In two-shift operation, the basic working hours in the 1st shift are from 6:00 a.m. to 1:45 p.m. and in the 2nd shift it is from 11:00 a.m. to 6:45 p.m., unless

³⁷

Section 76a(1) and (2) of the Labour Code.

the STU and the employee agree otherwise. In the two-shift operation of student canteens, the basic working hours in the 1st shift are from 6:00 a.m. to 1:45 p.m. and in the 2nd shift it is from 11:45 a.m. to 7:30 p.m., unless the STU and the employee agree otherwise.

- 6) In continuous operations, when the employee's working hours are unevenly distributed, the daily shift is from 6:00 a.m. to 6:00 p.m. and the night shift is from 6:00 p.m. to 6:00 a.m., unless the STU and the employee agree otherwise.
- 7) Where the work shift is longer than 6 hours, STU provides its employees with a break for rest and eating of 30 minutes as follows:
 - a) in single-shift operation and morning shift between 11:00 a.m. and 2:30 p.m.;
 - b) in two-shift operation in the afternoon shift between 4:00 p.m. and 6:00 p.m.;
 - c) in three-shift and continuous operation in the night shift between 10:00 p.m. and 12:00 p.m.

Rest and eating breaks are not provided at the beginning and end of the work shift and are not counted towards the working time; This does not apply in the case of a rest and eating break that provides adequate time for rest and eating without interruption to the work of employees (e.g. informants). A break granted for reasons of ensuring the safety and health of employees at work is counted as working time.

- 8) The weekly working time of a university teacher consists of the time during which he/she performs educational activities and scientific research activities, and the time during which he/she performs other activities related to the work of a higher education 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 meet the needs of employees at the STU, flexible working hours (valid for one-shift operation) are applied. Flexible working hours are applied as a flexible working month with evenly distributed working hours. The employee chooses the beginning and end of work shifts and shall work the entire specified monthly working time in the relevant month, while the length of the work shift may be a maximum of 12 hours.
- 11) The basic working hours are determined from 9:00 a.m. until 3:00 p.m., optional working hours are from 6:00 a.m. to 9:00 a.m. and from 3:00 p.m. until 8:00 p.m.; For university teachers, the basic working hours are determined from 9:00 a.m. until 2:00 p.m.
- 12) Operating time is the total working time that an employee shall work in a flexible working period determined by the STU.
- 13) The STU will allow a pregnant woman and a woman or man permanently caring for a child under the age of 15 on request the possibility of shorter working hours or other appropriate adjustment of the determined weekly working hours or, in justified cases, an earlier return to the original way of organizing work, unless serious operational reasons prevent this. The rejection of the application under the first sentence shall be justified in writing by the STU³⁸.

- 14) For the use of the working time fund and the recording of working time, responsible manager.
- 15) Records of arrivals and departures of employees are carried out at the STU in electronic form using chip cards, unless the STU and the employee agree otherwise. The employee shall mark the arrival and departure from the workplace. Likewise, the employee shall mark in the electronic attendance system that he or she has left the workplace within the basic working hours, stating the reason for which he or she left the workplace. The employee shall inform his manager about the specific reasons for leaving the workplace. The employee's working hours, including a break for rest and eating, are recorded in an attendance.
- 16) Records of employee arrivals and departures in electronic form pursuant to point 15 of this Article are not mandatory at workplaces that are located outside the STU headquarters or outside the headquarters of faculties. In such a case, the records of arrivals and departures of employees carried out in the manner regulated by the STU regulation issued pursuant to Article 22 point 4 and the subsequent records in the electronic attendance system are the responsibility of the respective manager.
- 17) The outputs from the attendance records by individual employees for the respective workplace are submitted to the Human Resources Department on a monthly basis. The manager is responsible for recording attendance, working hours, including breaks at work, on behalf of the employees of the workplace, who confirms the correctness of these data by his/her signature.
- 18) All employees shall make full use of the designated working hours for the performance of work resulting from their employment relationship.
- 19) In accordance with Section 90 of the Labour Code, the STU shall agree with employee representatives and announce in writing the beginning and end of working hours as well as the schedule of work shifts in a place accessible to all employees.
- 20) Overtime work is work performed by an employee on the written order of the relevant manager or with his consent beyond the specified weekly working hours resulting from a predetermined working time schedule and performed outside the framework of the work shift schedule. Non-working days can only be ordered in exceptional cases, after consultation with staff representatives³⁹.
- 21) For a part-time employee, overtime work is work more than their weekly working hours. This employee may not be ordered to work overtime.
- 22) Within the STU, an overtime work is considered to be work performed by an employee, on the order of the STU or with his consent outside the basic working hours, in excess of the specified weekly working hours.
- 23) An overtime work may not exceed an average of eight hours per week for a period of no more than four consecutive months, unless the STU and an employee representatives agree on a longer period, but not more than 12 consecutive months.
- 24) In a calendar year, an employee may be ordered to work overtime to the extent of maximum of 150 hours.

- 25) An employee may work overtime for a maximum of 400 hours in a calendar year. The number of hours of maximum permissible overtime work in a year does not include an overtime work for which the employee received a compensatory leave or which he or she performed while working on
- a) urgent repair work or work without the performance of which there could be a risk of an occupational accident or a large-scale damage under a specific regulation;
 - b) extraordinary events under a specific regulation, where there was a danger threatening life, health or large-scale damage under a specific regulation.
- 26) Where an employee at the request of the STU, outside the framework of the work shift schedule and beyond 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 stand-by. The STU is entitled to order on-call time for a maximum of eight hours per week and a maximum of 100 hours per calendar year. Above this scope, on-call time is only permissible in the agreement with the employee. The time during which an employee is in the workplace and is ready to perform work, but does not perform work, is the inactive part of on-call time, which is considered working time.
- 27) A pregnant woman, a woman or a man permanently caring for a child under the age of three, a single woman or a single man who is permanently caring for a child under the age of 15 may be employed in overtime only with their consent. The on-call service can only agree with them⁴⁰.
- 28) In cases where it is necessary to take into account the exceptional specifics of the employee's job title or the ongoing production process (e.g. experimental workplaces), the rector is entitled to grant an exemption from the provisions of this Article at the request of the STU employee.
- 29) All the facts listed in this article are subject to the obligation to record working time, overtime, on-call time, breaks at work.

Article 13

Working hours of operational employees

- 1) The persons referred to in point 3 of this Article shall be entitled to issue an order regulating the working hours of operational employees in a different way (hereinafter referred to as the 'Order'); in doing so, they shall comply with the provisions of the Labour Code and the Act on the Performance of Work in the Public Interest.
- 2) Operational employees are those STU employees who perform any of the following activities in the field of STU operation (hereinafter also 'operational activities'):
 - a) operation of the STU computing and information system;
 - b) craft, manual or handling work activities with a predominance of physical work⁴¹; in particular

⁴⁰ Section 164(4) of the Labour Code.

⁴¹ Section 1(1)(b) of the Government Regulation of the Slovak Republic No 341/2004 C.a., establishing catalogues of work activities in the performance of work in the public interest and on their amendments as amended.

- ba) driving road motor vehicles;
 - bb) accommodation services;
 - bc) catering services;
 - bd) cleaning of STU facilities;
 - be) guarding STU facilities;
 - bf) work activities performed in the warehouse and in the mailroom;
 - bg) work activities in the field of repair and maintenance work (maintenance workers);
 - bh) operation of energy and water supply facilities (smokers);
 - bi) operation and supervision at STU sports grounds;
 - bj) operation and operation of lifts; all provided that, having regard to the nature of those activities or the circumstances in which those activities are carried out, the provisions of Article 12 cannot be applied.
- 3) They are entitled to issue the order after approval by the employees' representatives within individual parts of STU:
- a) the dean of the relevant faculty, in relation to operational employees at the faculty managed by him;
 - b) the director of the university workplace Centre of Computer Technology STU, in relation to the operational employees of the university workplace managed by him, the director of a purpose-built facility, in relation to the operational employees of the purpose-built facility managed by him;
 - c) questor, in relation to the operational staff of the STU Rector's Office, provided that the operational activities referred to in point 2 of this Article 1 are carried out according to the organizational rules of the relevant part of the STU.

Article 14

Occasional work from home (home office)

- 1) An employee may, occasionally, upon request and with the consent of the manager, temporarily perform work from home (home office), where the type of work agreed in the employment contract allows it and it is not prevented by operational reasons on the part of STU, for a maximum of 4 days in a calendar month.
- 2) The employee shall apply for work from home at least 1 day in advance via the electronic attendance system. Exceptions are allowed exceptionally and in agreement with the manager. Employees who do not have access to the electronic attendance system or whose workplace is located outside the STU headquarters or outside the faculty headquarters (Article 12(16)) shall apply for work from home in the manner regulated by the STU regulation issued pursuant to Article 22(4).
- 3) In justified cases, based on the consent of the Rector or Dean, or a senior employee authorized by them, the scope of work from home may exceed 4 days in a calendar month.
- 4) The STU shall provide a woman or a man permanently caring for a child under

the age of eight on the basis of an application the opportunity to perform household work for the purpose of childcare to the extent that the employee requests it. In the event that the STU does not comply with the employee's request in full, it will provide the employee with a written reasoned response⁴².

- 5) In the event that STU agrees with the employee on the regular performance of work from home, it is home work according to the Labour Code⁴³, in which case an agreement between the STU and the employee is required in the employment contract.
- 6) In their application, the employee will report the exact address where they will temporarily perform work from home in the form of a home office – the address of the temporary workplace.
- 7) An employee performing work in the form of a home office shall immediately inform his/her manager about technical problems associated with the malfunction of technical equipment and software, about the malfunction of the Internet connection or about other causes that make it impossible for him to perform his work.
- 8) When performing work in the form of a home office, the employee shall ensure that the place where the work will be performed is suitable or adapted with regard to compliance with the OHS regulations.
- 9) The STU shall assign an employee a suitable work equipment corresponding to his or her type of work.
- 10) During the performance of work in the form of a home office, the STU determines the time when the employee should be available to the STU from 7:30 a.m. until 3:30 p.m., including a break to eat and rest. The manager may also set a different time while observing the daily working hours. The time when an employee should be available to the STU cannot be divided. Being available to the STU means being connected online for the purpose of working with the display unit and being available for the purpose of making phone calls or video calls.

Article 15 Leave

- 1) An employee is entitled under the conditions set out in the Labour Code on
 - a) annual leave or its proportional part; leave for days worked,
 - b) additional leave.
- 2) The use of a 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 may usually take the leave in its entirety and by the end of the calendar year. For employees with a place of work at the STU faculty, the vacation plan is approved by the dean of the relevant faculty in the case of university teachers and researchers, and by the faculty secretary in the case of other faculty employees. For other STU employees, the holiday plan is approved by the Rector or Questor.
- 3) The employee shall take at least 3/4 of the leave by the end of the calendar

⁴² Section 164(3) of the Labour Code.

⁴³ Section 52 of the Labour Code.

year. An employee may carry over a maximum of 1/4 of the holiday entitlement to the following calendar year. The employee shall take this unused part of the leave by 30 June of the following year.

- 4) Before starting the leave, the employee shall ask the manager for its approval via the electronic attendance system. Employees who do not have access to the electronic attendance system or whose workplace is located outside the STU headquarters or outside the faculty headquarters (Article 12(16)) shall apply to the head for approval of leave in the manner specified in the STU regulation issued pursuant to Article 22(4).
- 5) The holiday schedule is determined in such a way that the majority of the leave of an university teachers falls into the period outside the semester teaching and examination period and that the employee may take the entire annual leave by the end of the calendar year. Exceptions are approved by the Rector and by the Dean for employees assigned to the faculty.
- 6) Where leave is provided in several parts, at least one part shall be at least two weeks, unless the STU agrees otherwise with the employee.
- 7) The STU shall determine the employee's use of at least four weeks of annual leave if he or she is entitled to it and where the determination of the leave is not prevented by obstacles to work on the part of the employee. The STU shall notify the employee of the use of leave at least 14 days in advance, unless the Labour Code stipulates otherwise. This period may exceptionally be shortened with the employee's consent.
- 8) The STU may, in agreement with employee representatives, determine the collective use of leave where it is necessary for operational reasons. A collective use of leave may not exceed two weeks, unless the Labour Code stipulates otherwise. In the case of serious operational reasons, which are notified to employees at least six months in advance, the collective use of leave may be determined for three weeks.

Article 16

Payment of salary

- 1) The salary is payable in arrears for the monthly period, no later than the tenth day of the following calendar month.
- 2) The STU transfers the employee's salary to the account or accounts in the financial institution determined by the employee.
- 3) When calculating the salary, the STU shall issue the employee with a written document containing data according to the Labour Code⁴⁴.
- 4) The document referred to in point 3 of this Article may be issued to the employee in electronic or paper form.
- 5) At the employee's request, STU will submit the documents on the basis of which the salary was calculated for inspection.

Article 17
Deductions from salary

- 1) The STU preferentially makes deductions of social insurance contributions, advances of public health insurance premiums, arrears from the annual settlement of public health insurance advances, contributions to supplementary pension savings paid by the employee under a specific regulation, deduction of tax advance or taxes, arrears of tax advances, tax arrears, arrears arising from the taxpayer's fault on the tax advance and tax, including accessories and arrears from the annual settlement of tax advances on income from dependent activities.
- 2) After making deductions pursuant to point 1 of this Article, the STU may deduct from the salary only:
 - a) an advance on salary that the employee shall return because the conditions for granting that salary have not been met;
 - b) amounts affected by enforcement ordered by a court or administrative authority;
 - c) fines and sanctions, as well as compensation imposed on the employee by an enforceable decision of the competent authorities;
 - d) unduly received amounts of social insurance benefits and old-age pension savings pensions or their advances, state social allowances, benefits in material need and contributions to the benefit in material need, cash contributions to compensate for the social consequences of severe disability, where the employee shall return them on the basis of an enforceable decision under a specific regulation;
 - e) uncleared advances of travel allowances;
 - f) compensation for income in the event of temporary incapacity for work of an employee or a part thereof to which the employee has lost the right or has not been entitled;
 - g) compensation for leave to which the employee has lost the right or to which he or she has not been entitled;
 - h) wage compensation under Labour Code⁴⁵ or a part thereof to which the employee was not entitled;
 - i) the amount of severance pay or part thereof that the employee shall reimburse if he/she has resumed employment after the termination of the employment relationship; to the employer or his legal successor before the expiry of the period determined according to the severance pay granted;
 - j) unaccounted advances for the employer's meal allowance or to a specific financial contribution for meals (hereinafter referred to as the 'financial contribution for meals').

Further deductions from salary that exceed the scope of deductions under this Article may be made by the STU only based on a written agreement with the employee on salary deductions, or if such an obligation of STU results from a specific regulation.

Article 18
Obstacles to work

- 1) Where the obstacle to work is known to the employee in advance, the employee shall apply for time off in time. Otherwise, he shall notify about the obstacle to work and its expected duration without an undue delay.
- 2) The employee shall apply for time off due to an obstacle to work via the electronic attendance system. Employees who do not have access to the electronic attendance system or whose workplace is located outside the STU headquarters or outside the faculty headquarters (Article 12(16)) shall apply for time off due to an obstacle to work in the manner regulated by the STU regulation issued pursuant to Article 22(4).
- 3) The employee shall prove the obstacle to work and its duration. The relevant facility shall confirm the document of the existence of an obstacle to work and its duration. The provisions of the first and second sentences shall not apply where a specific regulation provides for a different method of proving and confirming an obstacle to work.
- 4) Where an employee is entitled to time off without a wage compensation, the STU shall allow him to work the missed time, unless serious operational reasons prevent it.
- 5) The employee shall submit to the STU a document (confirmation) proving the obstacle to work and its duration. The confirmation signed by the supervisor shall be attached to the monthly output from the attendance records.
- 6) Where an employee has been declared unable to work due to illness or injury, he shall notify the manager and immediately after the issuance deliver a certificate of incapacity for work, which the relevant manager will confirm and then ensure its immediate delivery to the human resources department.
- 7) Where an employee has been issued an electronic sick leave, the employee shall inform the head and the human resources department of this fact without delay.
- 8) In the application of flexible working hours, impediments to work on the part of the employee are assessed as performance of work with a salary compensation only to the extent that they have interfered with the basic working time, unless the collective agreement provides otherwise. To the extent that they have interfered with optional working hours, they are considered as excused impediments to work, but not as performance of work and no salary compensation is provided for them.
- 9) The STU shall grant the employee time off for the time strictly necessary for the performance of public functions⁴⁶, civic duties⁴⁷ and other acts in the general interest⁴⁸ where this activity cannot be performed outside working hours. The STU will provide leave of absence without wage compensation, unless the Labour Code, a specific regulation or a collective agreement stipulates otherwise or unless the STU and the employee agree otherwise.
- 10) The STU will release an employee on a long-term basis for the performance of

⁴⁶ Section 137(2) and (3) of the Labour Code.

⁴⁷ Section 137(4) of the Labour Code.

⁴⁸ Section 137(5) of the Labour Code.

public office and for the performance of a trade union function. He is not entitled to a wage compensation from the STU, where he is employed.

- 11) The STU will release the employee on a long-term basis to perform a function in the trade union body operating at the STU under the terms agreed in the collective agreement and to perform the function of a member of the works council in agreement with the works council.
- 12) The STU will justify the employee's absence from work according to the Labour Code⁴⁹.
- 13) The STU shall provide the employee with time off work for the reasons specified in the Labour Code⁵⁰ and in the collective agreement.
- 14) The STU stipulates that where the employment relationship was established during the calendar year, leave with wage compensation for the reasons specified in the Labour Code⁵¹ shall be provided to the extent of one third of the entitlement for the calendar year for each commenced third of the calendar year of the duration of the employment relationship; The total entitlement under this provision shall be rounded up to whole calendar days.

Article 19 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 modification of workplaces, social facilities and personal hygiene facilities.
- 2) The STU provides employees with meals in all shifts in accordance with the principles of proper nutrition in accordance with the Labor Code⁵² and the collective agreement. Details are regulated by the Rector's Directive⁵³.
- 3) The STU will provide an employee whose employment relationship at the STU lasts continuously for at least 24 months with a recreation allowance under the Labour Code⁵⁴ at their request.
- 4) The STU takes care of deepening the qualifications of employees or increasing them 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 the use of our own highly qualified experts.
- 5) The employee shall constantly deepen his qualifications for the performance of work agreed in the employment contract. Deepening qualifications is also maintaining and renewing them. The STU is entitled to oblige an employee to participate in further education in order to deepen their qualification.
- 6) A university teacher may be relieved of his/her pedagogical tasks and allowed to devote himself only to scientific work or artistic work, including the possibility of scientific work or artistic work outside the territory of the Slovak

⁴⁹ Section 141(1) of the Labour Code.

⁵⁰ Section 141(2) and (3) of the Labour Code.

⁵¹ Section 141(2)(a)(1) and (c)(1) of the Labour Code.

⁵² Section 152 of the Labour Code.

⁵³ Rector's Directive No 9/2021 – SR Conditions for Providing Meals for Employees of the Slovak University of Technology in Bratislava.

⁵⁴ Section 152a of the Labour Code.

Republic (hereinafter referred to as 'creative leave').

- 7) Creative leave supports the development of international cooperation of the STU employees abroad, allows them to devote themselves exclusively to the development of skills, professional growth or the implementation of research in their field.
- 8) A creative leave may be granted to a university teacher for a predetermined continuous period, which may be a minimum of six months and a maximum of twelve months; while creative leave may be granted to a university teacher no more than once in a period of five years.
- 9) The employment relationship of a university teacher shall be maintained during the creative leave and the provisions of specific regulations on remuneration of employees¹⁰ shall not be affected by this.
- 10) A university teacher is not entitled to any compensation related to the implementation of creative leave during the period of creative leave, and creative leave carried out abroad is not considered a foreign business trip.
- 11) A university teacher's request for creative leave is approved by the Rector or the Dean where the university teacher is assigned to the faculty.

Article 20 Labor protection

- 1) The labour protection is a system of measures resulting from legal regulations, organisational 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. The labour protection is an integral part of labour relations.
- 2) The knowledge of legal regulations and other regulations to ensure occupational health and safety is an integral and permanent part of the qualification prerequisites of managers and other employees with a focus on the activities they perform.
- 3) Within the scope of its competence, the STU shall constantly ensure the safety and health of employees at work and to implement the necessary measures for this purpose, including ensuring prevention, the necessary means and an appropriate system for managing the work protection. It shall improve the level of labour protection in all activities and to adapt the level of labour protection to changing facts.
- 4) Other duties of the STU, as well as the obligations and rights of its employees, are regulated by a specific law⁵⁵.
- 5) An accident at work is damage to health caused to an employee during the performance of work tasks or in direct connection with it, independently of his or her will, by short-term, sudden and violent action of external influences.
- 6) Details on the registration, resolution and consequences of occupational accidents, other accidents, occupational diseases, dangerous events and serious industrial accidents are regulated by a specific regulation⁵⁶ and STU

⁵⁵ Act No 124/2006 C.a. on Occupational Health and Safety and on Amendments to Certain Acts, as amended.

⁵⁶ Labour Code, Section 17 of Act No 124/2006 C.a. on Health and Safety at Work and on Changes and the amendment of certain acts as amended.

regulations.

- 7) The STU shall provide its employees with such working conditions so that they can properly perform their work tasks without endangering life, health and property. Where it finds deficiencies, it shall take measures to eliminate them.

Article 21 Common provisions

- 1) The STU shall demand compensation from the employee for the damage for which it the employee is responsible. The requested compensation for damage will be determined by the STU.
- 2) Details of compensation for damage and liability for damage are regulated by the Labour Code⁵⁷.
- 3) In addition to his/her employment performed in an employment relationship with the STU, an employee may perform other gainful activity that is competitive to the subject of a STU's activity, only with the prior written consent of the STU. Where the STU does not respond within 15 days of receiving the employee's request, it is considered that it has given its consent.
- 4) The STU may revoke the consent granted pursuant to point 3 of this Article in writing for serious reasons; the STU shall state these reasons in the written withdrawal of a consent. After revoking the consent of the STU according to the first sentence, the employee shall terminate another gainful activity without undue delay in the manner resulting from the relevant legal regulations.
- 5) The consent of the STU according to point 3 of this Article is not required for the performance of scientific, pedagogical, journalistic, lecturing, lecturing, literary and artistic activities and in cases under a specific regulation⁵⁸.
- 6) Where a dispute arises in the workplace or an employee feels that his rights arising from the employment relationship have been harmed, he can turn to his manager with his complaint. This is without prejudice to the employee's right to lodge a complaint under generally binding legislation.
- 7) Disputes between the STU and employees over claims arising from employment relationships are heard and decided by courts.
- 8) STU documents relating to the establishment, amendment and termination of an employment relationship or the establishment, amendment and termination of rights and obligations arising from an employment contract or from an agreement on work performed outside the employment relationship shall be delivered to the employee in person. Documents are served on the employee at the employee's workplace, in his apartment or wherever he can be found. Where this is not possible, the document may be served by postal undertakings as a registered post.
- 9) Documents served by the postal company are sent to the employee's last known address as registered mail with acknowledgement of receipt and note 'delivery to the addressee only'.
- 10) The duty of the STU or the employee to serve the document shall be fulfilled

⁵⁷ Part Eight of the Labour Code.

⁵⁸ Section 9a(1) of the Act on the performance of work in the public interest.

as soon as the employee or the STU receives the document or as soon as the postal undertaking has returned it to the STU or the employee as undeliverable, or where the service of the document has been thwarted by an act or omission of the employee or the STU. The effects of service will also occur where the employee or the STU refuses to accept the document.

Article 22

Transitional and final provisions

- 1) When resolving specific issues arising from employment relationships, it is necessary to rely primarily on the Act on the Performance of Work in the Public Interest, the Labour Code and the relevant applicable legislation and regulations of the STU.
- 2) The STU Work Order, which all employees are obliged to familiarize themselves with, will be available from managers at all levels of management, at the Human Resources Department and also on the STU website.
- 3) Where, on the day of entry into force of the STU Work Order, the faculty does not have the technical conditions to ensure electronic attendance records pursuant to Article 12 point 15, it shall ensure these conditions by 1st January 2025 at the latest.
- 4) The rector is authorized by the STU regulation to determine the prescribed templates of forms for selected acts according to the Labour Code and the STU Work Order.
- 5) The Rector of the STU is authorized to issue the full text of the STU Work Order after each amendment or amendment to this STU Work Order, after the prior consent of the employees' representatives and approval by the STU Academic Senate.
- 6) A provision of the STU Work Order, the wording of which results from or implements a provision of any of the specific regulations specified in this internal regulation, loses its validity and effectiveness in the event of repeal or amendment of the relevant specific regulation; in such a case, the valid and effective provisions of the relevant specific regulation shall apply until the issuance of an amendment to the STU Work Order or until the issuance of a new STU Work Order.
- 7) Internal policy No 7/2007 – N Rules of Procedure is hereby repealed for employees of the Slovak University of Technology in Bratislava, as amended Amendments No 1 to 6, except Appendix No 6 to the Code of Ethics of the Employees of the Slovak University of Technology in Bratislava.
- 8) The STU Work Order were approved by the STU University Trade Union Organization on 19 February 2024.
- 9) The STU Work Order were approved by the STU Academic Senate on 28th of February 2024.
- 10) The STU Work Order enter into force on the day of their approval by the STU Academic Senate and enter into force on 1st of March 2024.

prof. Ing. František Janíček, PhD.*
chairman
of the Academic Senate of STU

Dr. h. c. prof. h. c. prof. Dr. Ing. Oliver Moravčík*
rector

Assoc. Prof. Ing. Anna Ujhelyiová, PhD.*
Chair
Committee of the University Trade Union of STU

* The original of the signed internal regulation of STU No 1/2024 of the Work Order of the Slovak University of Technology in Bratislava is stored and available for inspection at the legal and organizational unit of the STU Rector's Office.