

COLLECTIVE AGREEMENT

concluded in compliance with Act No. 2/1991 Coll., on Collective Bargaining, as amended, and in compliance with Act No. 262/2006 Coll., Labour Code, as amended, between the following contracting parties:

Tomas Bata University in Zlín

Public higher education institution established in compliance with Act No. 404/2000 Coll., on the Establishment of Tomas Bata University in Zlín

Identification No.: 70883521

Registered office: nám. T. G. Masaryka 5555, 760 01 Zlín

represented by Rector, Prof. Mgr. Milan Adámek, Ph.D.

(hereinafter referred to as “the Employer” or “TBU”),

and

Basic Organisation of the University Trade Union Association of Tomas Bata University in Zlín

Included in the Company Register kept by the Regional Court in Brno, Section L, Entry 24812

Identification No.: 04698622

Registered office: nám. T. G. Masaryka 5555, 760 01 Zlín

represented by Ing. et Ing. Jiří Konečný, Ph.D., Chairperson

and

Trade Union of Employees of Tomas Bata University in Zlín

Included in the Company Register kept by the Regional Court in Brno, Section L, Entry 29669

Identification No.: 21233632

Registered office: nám. T. G. Masaryka 5555, 760 01 Zlín

represented by Ing. Pavlína Egner, Ph.D., Chairperson

(trade union organisations hereinafter also jointly referred to as “trade unions”)

(hereinafter also jointly referred to as “contracting parties”)

In the following wording:

Part I

Introductory Provisions

Article 1

Purpose of the Agreement

- 1.1 In accordance with the relevant legal regulations, the Collective Agreement determines individual and collective relations between the Employer and employees which relate to labour-law, salary and social issues, occupational safety and hygiene, and which must be dealt with in the interest of employee rights, legitimate needs and social security.
- 1.2 The Collective Agreement has been concluded by the contracting parties in accordance with the relevant provisions of Act No. 262/2006 Coll., Labour Code, as amended

(hereinafter referred to as “the Labour Code”) and other legal regulations of general binding force.

Article 2

Binding Force of the Collective Agreement

The Collective Agreement is binding upon the contracting parties and all those employees who have taken up employment with the Employer (hereinafter referred to as “employee”). This Collective Agreement is only appropriately applicable to employees performing work for the Employer in compliance with an agreement on work performed outside regular employment, and that to the extent of the legal rights of such employees, unless explicitly agreed otherwise in this Collective Agreement.

Part II

Cooperation between the Contracting Parties

Article 3

Common Liabilities

The contracting parties undertake to:

- a) Refrain from discrimination due to employees’ age, gender, physical disability, nationality, ethnic origin, race, skin colour, language, religion, social origin, political or other beliefs, political affiliation, membership or discharge of an office in a trade union organisation. Rights and responsibilities arising from labour-law relations and from this Collective Agreement must be exercised in accordance with good manners, rules of politeness and civil co-existence,
- b) Develop good mutual relationships in order to ensure social reconciliation,
- c) Mutually exchange and provide information on the measures and plans in preparation which may affect the interests of the other parties of this contractual relationship, including the information on the internal regulations in preparation.

Article 4

Responsibilities of the Employer

- 4.1 The Employer undertakes to recognise trade unions as partners during the defence of rights, legitimate interests and demands of employees. This recognition also applies to the application of inspection authorisations in accordance with § 321 and 322 of the Labour Code.
- 4.2 The Employer undertakes to respect the employees’ right to free association in trade unions.
- 4.3 Depending on the space available, the Employer undertakes to provide offices with fundamental equipment for necessary operational activities of the trade union organisation to an appropriate extent, and arrange maintenance and guarantee serviceability of the necessary telecommunication tools. The offices shall be provided by the Employer upon request submitted by the trade union.
- 4.4 The Employer further undertakes to arrange for the regular deduction of trade union membership subscriptions from the salaries of trade union members for the benefit of the relevant trade union, on the basis of the relevant authorisations.

- 4.5 The Employer undertakes to enable the members of the trade union bodies, within the sphere of authority of the bodies in question, to carry out inspections of the observance of the Labour Code and other labour-law regulations, occupational health and safety regulations and regulations on employment, inspection of catering provided by the Employer and liabilities arising from this Collective Agreement.
- 4.6 The Employer is obliged to enable representatives of the trade unions to discuss, at meetings of the Rector's Advisory Council, any matters in which the trade union has an interest.
- 4.7 The Employer is obliged to allow trade union representatives to participate in committees preparing major organisational changes and preparing changes to the employee evaluation system and remuneration system.
- 4.8 The Employer undertakes to inform the trade unions about the implementation of the Strategy for Human Resources Development of Tomas Bata University in Zlín.
- 4.9 The Employer undertakes to issue or update internal rules and regulations relating to labour-law relations or matters governed by this Collective Agreement sufficiently in advance.

Article 5 **Responsibilities of the Trade Unions**

- 5.1 When performing their rights, the trade unions undertake to respect the plans of the Employer aiming to improve the quality of teaching and research work, economic and technological development, the level of management and employee discipline within the Employer's organisation, unless the organisation of such plans is inconsistent with the relevant laws and with this Collective Agreement.
- 5.2 The trade unions undertake to protect Employer's reputation at work as well as in the public.
- 5.3 Members of trade union bodies shall maintain confidentiality with respect to the facts they have learned within the discharge of their office, provided that, by breaching the confidentiality, a trade secret might be violated or confidential information treated improperly in compliance with provisions of § 276 of the Labour Code.
- 5.4 The trade unions are obliged to enable the Employer (or employees designated by the Employer) to discuss, at meetings of the trade unions' representative bodies, any matters in which the Employer has an interest.

Article 6 **Legal Acts Subject to Prior Consent of the Trade Union Organisation**

- 6.1 The Employer is obliged to obtain the prescribed consent of the trade unions in cases and in the form stipulated by the Labour Code or a special law, in particular in the following cases:
 - a) Issuance and modification of the Work Regulations (§ 306 Paragraph 4 of the Labour Code),
 - b) Termination of an employment relationship by notice given by the Employer or immediate termination of employment relationship in the case of a member of a trade union body during their term of office and within 1 year after its termination (§ 61 Paragraph 2 of the Labour Code).

- 6.2. The following bodies are entitled to act on behalf of the trade unions in matters which require the granting of a prior consent of the trade union organisation:
- On behalf of the Basic Organisation of the University Trade Union Association of Tomas Bata University in Zlín, the Committee of the BO UTUA,
 - On behalf of the Trade Union of Employees of Tomas Bata University in Zlín, the Committee of the Trade Union of Employees of Tomas Bata University in Zlín.

Article 7

Right to Consultation

- 7.1 Consultation refers to those forms of communication between the Employer and the trade unions in which the parties discuss individual issues in advance within a reasonable period of time, exchange documents, exchange views and consult their opinions in order to reach a consensus (hereinafter referred to as “documents”). The Employer shall ensure that any matter which, under the Labour Code, is subject to consultation with the trade union is discussed sufficiently in advance, and in any event no later than ten working days before the Employer takes the relevant decision. For the purposes of this Article, an Employer’s decision shall be deemed to have been taken upon:
- a) the adoption of an internal regulation or internal directive by the person authorised to issue it; or
 - b) the submission of a proposal for consideration or approval by a collective governing body of the Employer, such as the Academic Senate, where the relevant decision is submitted to such a body.
- The Employer shall send the relevant documentation to the trade union by email, for the attention of the Chair of the trade union. The Employer shall, to the extent reasonably practicable, take account of the views expressed by the trade union.
- 7.2 The Employer is obliged to discuss the matters listed under § 287 Paragraph 2 and § 280 Paragraph 1 of the Labour Code with the trade unions.
- 7.3 In accordance with provisions of § 61 Paragraph 1 of the Labour Code, the Employer is obliged to discuss in advance with the trade unions any notice of termination or immediate termination of employment given by the Employer in respect of employees who are not specified in Article 6 of this Collective Agreement, Clause 6.1, Letter b).
- 7.4 Whether an employee’s absence from work is to be regarded as an unexcused absence shall be determined by the Employer following discussion with the trade unions (§ 348 Paragraph 3 of the Labour Code).
- 7.5 An employee is entitled to invite a trade union representative to any meeting with the Employer concerning the employee’s employment relationship.

Article 8

Right to Information

- 8.1 The contracting parties shall provide one another with information personally, in writing, or in electronic form. In the event that one of the parties requests supplementary information or clarification of the information provided in writing or in electronic form, the party addressed is obliged to grant the request in the same form within 30 days of its delivery.
- 8.2 The Employer shall forward information listed under § 279 and § 287 Paragraph 1 of the Labour Code to the relevant trade union body, and also:

- a) Information on concluded and terminated employment relationships, and that for each calendar month (§ 38 Paragraph 3 of the Labour Code);
 - b) Information on salary developments, the development of the average salary and its individual components, at least once per year, in accordance with § 287 Paragraph 1 Letter a) of the Labour Code;
 - c) Information on the implementation of the HR and social policy at TBU for the past six months and on the plans and tasks set for the following six months.
- 8.3 The Employer undertakes to provide the trade union organisation with the following statistical data on the amount of funding spent on personal performance bonuses and other bonuses in the given period listed per component part, and that as of 30 September (for the period from 1 January to 30 June) and as of 31 May (for the period from 1 July to 31 December of the previous year):
- Total amount of personal performance bonuses provided;
 - Average personal performance bonus per employee with a workload of 100%;
 - Minimum amount of personal performance bonus;
 - Maximum amount of personal performance bonus;
 - Median value of personal performance bonus per employee with a workload of 100%;
 - Total amount of other bonuses paid;
 - Average bonus paid per employee with a workload of 100%;
 - Minimum amount of bonus;
 - Maximum amount of bonus;
 - Median value of bonus per employee with a workload of 100%;
 - The number of employees whose basic salary is set at the level of the statutory minimum wage;
 - The number of employees whose basic salary is below the guaranteed wage.
- 8.4 The Employer shall invite authorised representatives of the trade union bodies to attend work meetings of the Rector's Advisory Council.

Part III

Working Conditions and Labour-Law Entitlements

Article 9

Commencement, Alterations and Termination of an Employment Relationship

- 9.1 Commencement, alterations and termination of an employment relationship adhere to provisions of § 33 to § 73 of the Labour Code and to the relevant TBU internal regulation, namely to the Work Regulations of Tomas Bata University in Zlín (hereinafter referred to as "TBU Work Regulations").
- 9.2 The contracting parties have agreed that the optimisation of the staff numbers shall be approached prudently, and any changes shall be discussed with the trade unions in a timely manner.
- 9.3 The Employer shall conclude labour-law relations (employment relationship, agreement on work performed outside regular employment) with an employee to the maximum extent of 1.5 multiple of the stipulated weekly working hours while complying with the provisions of § 90 and § 92 of the Labour Code.
- 9.4 The Employer shall, through the employee's immediate superior, inform any employee engaged under a fixed-term employment contract, no later than two months before the expiry of the agreed fixed term, whether there is a possibility of renewing or extending the employment contract. This shall not apply to fixed-term employment

contracts concluded to provide cover for another employee during periods of absence (e.g. maternity leave, parental leave or similar).

Article 10

Working Hours and Remote Working

- 10.1 Flexible working hours shall be applied in accordance with the Labour Code and with the relevant internal regulation in such a manner as to act in the interest of the Employer as well as of the employees.
- 10.2 In the event that working hours are irregularly scheduled, the period during which the average weekly working hours must not exceed the stipulated working hours is 52 consecutive weeks.
- 10.3 The Employer can agree with the employee to shorter working hours, unless impeded by serious operational reasons.
- 10.4 The Employer permits remote working (work from home), provided that the nature of the employee's work allows it and there are no serious operational reasons preventing it. The Employer may permit remote working for a maximum of four days in any calendar month. Any unused remote working days may not be carried forward to a subsequent period. Employees shall have no contractual or statutory entitlement to remote working. The detailed conditions governing remote working shall be set out in the Employer's internal regulation.

Article 11

Overtime Work, Night Work and Stand-By Service **(§ 93, § 94 and § 95 of the Labour Code)**

- 11.1 The period within which the total overtime work must not exceed eight hours per week on average shall be defined as 52 consecutive weeks. Senior executives are responsible for observing the overtime work limits per person and for keeping a proper record of overtime work within the scope of their competence in compliance with provision of § 96 Paragraph 1 of the Labour Code.
- 11.2 Any changes to the terms and conditions set for overtime work and the total number of overtime hours at TBU shall be specified by the Employer after being agreed upon with the trade unions.
- 11.3 Terms and conditions set for performing overtime work and the number of overtime hours are regulated in the TBU Work Regulations. In exceptional cases, overtime work may be ordered, including for periods of uninterrupted daily rest for serious operational reasons or for rest days, for the following reasons:
 - a) urgent repairs,
 - b) stocktaking and closing the books,
 - c) during natural disasters and other exceptional situations of emergency.

Article 12

Refund of Travel Expenses

- 12.1 Unless otherwise stated in the Labour Code, the Employer is obliged to provide the employee with reimbursement of expenses incurred by the employee in connection with the performance of work, to the extent and on terms and conditions specified under § 151 et seq. of the Labour Code.

- 13.2 The Employer shall issue a TBU internal regulation specifying the particular basic rate of reimbursement of travel expenses.

Article 13 Annual Leave

- 13.1 The annual leave is regulated by the relevant provisions of the Labour Code (§ 211 et seq.).
- 13.2 Academics are entitled to eight weeks of annual leave per calendar year; in case of R&D staff and other employees, the standard length of annual leave is six weeks per calendar year.
- 13.3 Acting in agreement with the relevant trade union bodies, the Employer may determine collective leave taking, provided this is necessary due to operational reasons, and in accordance with § 220 of the Labour Code.

Article 14 Obstacles to Work and Other Acts for which Time Off Is Granted

- 14.1 Terms and conditions for provision of time off and possible compensatory salary for obstacles to work are defined under § 191 to § 210 of the Labour Code and in the TBU Work Regulations. Terms and conditions set for provision of time off due to other important personal obstacles to work are regulated in the Appendix to the Government Decree No. 590/2006 Coll., which determines the scope and extent of other important personal obstacles to work.
- 14.2 In the event that an employee cannot perform their work due to personal obstacles to work on their part, the Employer shall grant the employee time off without compensatory salary outside the scope of the Government Decree No. 590/2006 Coll. in the cases defined in the Appendix to this Decree, and that as follows:
- a) Death of a family member – 1 day
 - b) Employee's own wedding – 1 day
 - c) Moving – 1 day
 - d) Single persons caring for a child under 10 years of age during summer holidays, unless prevented by operational circumstances, and that by virtue of a written request submitted by the employee – no more than 15 days per calendar year.

Article 15 Compensation for Industrial Injuries and Occupational Diseases

- 15.1 The extent of compensation provided to an employee who has suffered an industrial injury or has been diagnosed with an occupational disease adheres to the provisions of § 269 et seq. of the Labour Code.
- 15.2 In case of an employee's long sickness absence due to an industrial injury (no less than two months), the Employer shall provide the employee with an accountable advance payment of compensation for damage up to the amount of the employee's average earnings. This is conditional upon conclusion of a salary deduction agreement between the employee and the Employer in case that the advance payment amount provided is higher than the compensation for damage stipulated after completion of the investigation of the industrial injury.

Article 16

Trade Union Office

- 16.1 Employees who have been allowed to discharge their trade union office as a full-time job for a short-term period of time (Chairperson of the Committee of a trade union organisation, member of the Committee of a trade union organisation/member of a higher trade union body of the UTUA, etc.) shall be provided with time off for the period of time strictly necessary for the discharge of the office by the Employer with compensation for loss of salary in the amount of their average earnings. For participation in conferences or congresses, the Employer shall provide these employees with time off from work for the period necessary to attend the event with compensation for loss of salary in the amount of their average earnings.
- 16.2 Other employees who attend trade union meetings, conferences, congresses, or other trade union events, shall be, upon the proposal of the competent trade union body, provided with time off without compensation for loss of salary.
- 16.3 In order to enable them to participate in training organised by a trade union organisation, the Employer shall provide employees with time off with compensation for loss of salary in the amount of their average earnings, to the extent of 5 working days per calendar year, unless prevented by serious operational reasons.

Article 17

Complaints and Comments

- 17.1 Complaints and comments may be submitted by work teams and individual employees through the trade union bodies or through their senior executives. The procedure for handling complaints is governed primarily by the TBU Work Regulations and, where applicable, the TBU Code of Ethics.
- 17.2 If a complaint, comment or any other employment-related dispute between an employee and the Employer cannot be resolved, the matter shall be decided by a court or another public authority having the appropriate jurisdiction.
- 17.3. However, the provisions of this Article shall affect the employee's right to seek the protection of their rights before an independent and impartial court at any time, whether or not they have previously submitted a complaint or comment.

Part IV

Employee Care

The Employer undertakes to support employees who find themselves in difficult personal circumstances.

Article 18

Occupational Healthcare

- 18.1 The Employer shall arrange an occupational health service provider for the employees (§ 103 Paragraph 1 Letter d) of the Labour Code).

Article 19

Recreation

- 19.1 The recreation and training centre Portáš shall be preferentially used for recreational purposes by employees and their relatives, if not used for study-related purposes or student training.
- 19.2 The Employer shall enable the employees to use the TBU sports facilities for recreational purposes by means of:
- a) sports clubs (sports associations) operating at TBU,
 - b) activities organised by the trade unions,
 - c) activities organised by the TBU Rectorate for the University as a whole,
- while respecting the schedule of classes and the operational mode of the relevant sports facilities.

Article 20

Catering Provided by the Employer

- 20.1. The Employer shall provide employees employed under an employment contract concluded pursuant to § 33 of the Labour Code with access to meals in the TBU canteens (its own catering facilities). Employees who work at remote workplaces shall be provided with meals at other catering establishments providing staff catering for TBU under commercial agreements or by means of meal vouchers. Access to staff catering shall be provided to all TBU employees during their working shift, provided that they satisfy the condition of having worked their scheduled shift. For these purposes, a working shift shall mean a shift of at least three hours. Where an employee has more than one employment contract with TBU, a working shift shall be deemed to be a combined total of at least three hours worked under those employment contracts. In such cases, the employee shall be entitled to one meal allowance.
- 20.2. Where, under the employee's work schedule, a working shift falls on a Saturday, the employee shall, subject to the conditions set out in Paragraph 20.1, be entitled to a meal voucher for that day.
- 20.3. The Employer shall provide all employees with a meal allowance for meals taken at its own catering facilities. The meal allowance shall amount to CZK 60. Staff catering provided at the Employer's own catering facilities shall also include catering services provided on the Employer's behalf by third-party providers operating those facilities.
- 20.4. Employees shall be entitled each calendar month to receive a number of main meals corresponding to the number of working shifts completed in accordance with Paragraph 20.1. Employees shall be responsible for ensuring compliance with this entitlement, while the Employer shall carry out the necessary checks. Any unused entitlement from one month may not be carried forward to the following month. Entitlement (based on SAP attendance records) and the number of meals taken (recorded in KREDIT) shall be checked on a monthly basis. Where an employee exceeds their entitlement during the relevant period, they shall reimburse the full cost of any additional meals received.
- 20.5. On days when the TBU Refectory is not in operation, the Employer shall provide employees with the opportunity to obtain meals by means of meal vouchers.

Article 21

Educational Activity – Professional Development of Employees

- 21.1 Subject to operational requirements, the Employer shall enable employees to enhance their qualifications. Enhancement of qualifications shall also include the acquisition of

new qualifications and the extension of existing qualifications. Where such enhancement of qualifications is consistent with the Employer's needs, the Employer shall grant the employee study leave and financial support on the basis of a written Qualification Agreement, the particulars of which are governed by § 234 of the Labour Code. Where the enhancement of qualifications is undertaken solely in the employee's own interest, the Employer may, subject to operational requirements, grant the employee unpaid leave.

- 21.2 The Employer shall enable employees to maintain and develop the qualifications required to perform the work agreed in their employment contract by participating in training courses and other professional development activities. The Employer may require employees to attend such training, and attendance shall be regarded as working time. The maintenance and development of qualifications shall also include keeping existing qualifications up to date and renewing them where necessary. Where participation in other training courses or educational activities does not constitute the maintenance or development of qualifications and is undertaken in the employee's own interest, the Employer may, subject to operational requirements, grant annual leave or unpaid leave to enable the employee to participate.
- 21.3 The Employer shall actively encourage employees to develop their foreign language skills.
- 21.4 The Employer shall support employees' professional development through an internal incentive scheme.
- 21.5 The Employer shall establish a framework for the career development and performance-related remuneration of professional and administrative staff, taking into account work performance, fulfilment of tasks assigned by their immediate superior, competencies, skills and professional development.
- 21.6 The Employer shall set up career growth and personal allowance for those senior executives whose positions require professional development for the performance of a managerial position.
- 21.7 The Employer undertakes to introduce a system of filling of managerial positions for a fixed period of time.

Article 22

Occupational Safety and Health

- 22.1 Employer responsibilities, employee rights and responsibilities and involvement of trade union bodies in the sphere of occupational safety and health are set in the Labour Code (§ 101 to § 108) and in other legal and internal regulations related to this issue.
- 22.2 Smoking is prohibited in the Employer's workplaces. The Employer can impose smoking ban on all TBU premises.
- 22.3 The Employer shall provide the employees whose work requires it with personal protective equipment, washing agents and detergents free of charge and shall ensure free cleaning or repair of personal protective equipment and clothing.
- 22.4 The Employer shall ensure that OSH inspections and checks aimed to see whether hygiene standards are met are carried out at all TBU constituent parts at the Employer's own expense, if required by the trade unions. The Employer shall discuss the inspection

findings with the trade unions no later than 30 days of the day when the inspection was conducted and undertakes to adopt effective measures in accordance with the findings.

Part V Employee Remuneration

Article 23 Basic Rules Governing Remuneration

- 23.1 Salary entitlement of TBU employees adheres to the Salary Regulations of Tomas Bata University in Zlín registered with the Ministry of Education, Youth and Sports (hereinafter referred to as “Salary Regulations”), which were issued in accordance with § 17 Paragraph 1 Letter d) of Act No. 111/1998 Coll., on Higher Education Institutions and on Alterations and Amendments to Other Acts, as amended, and provisions of § 109 to § 150 of the Labour Code.
- 23.2 Remuneration and salary policy applicable to employees are further regulated in provisions of § 67 and § 68 of the Labour Code regulating the provision of severance pay in case of termination of employment by notice given by the Employer due to organisational changes (§ 52 Letter a) to c) of the Labour Code) or termination of employment by agreement for the same reasons and the Salary Regulations.
- 23.3 The salary is payable in arrears in monthly instalments, and the payday shall be no later than the fourteenth calendar day of the following calendar month. In the event that the payday falls on Saturday, Sunday or a public holiday, the last working day preceding Saturday, Sunday or the public holiday shall be considered the payday. Salaries shall be transferred to the employees’ accounts on dates specified in the contracts concluded with the relevant monetary financial institutions. The Payroll shall provide the employee at their own request with information on the calculation of their salary, or submit to them for viewing those documents on the basis of which the salary has been calculated.
- 23.4 Salaries are rounded up to the nearest whole crown.
- 23.5 As part of its basic salary indexation mechanism, the Employer undertakes to increase employees’ basic salaries no earlier than 1 July 2027, provided that the following conditions are met cumulatively:
- a) the TBU budget for the relevant year has been approved; and
 - b) the contribution and subsidy provided by the Ministry of Education, Youth and Sports (the “MEYS”) for the funding of the educational, R&D, creative and related activities of public higher education institutions have been increased.
- Where these conditions are met, the increase in basic salaries shall correspond to at least one half (50%) of the percentage increase in the statutory minimum wage since the year in which the last adjustment of TBU basic salaries took effect.

If the above conditions are not met, the Employer shall not be obliged to increase basic salaries but may nevertheless implement a full or partial increase, or defer its effective date, depending on the actual development of the contribution and subsidy provided by the MEYS and the TBU budget.

The specific percentage increase shall be determined by the Employer following consultation with the trade union organisations, taking into account TBU’s current budgetary resources and economic developments affecting public higher education institutions.

The Employer further undertakes to review the level of basic salaries at least once every three years following the most recent adjustment to TBU basic salaries.

- 23.6 The contracting parties confirm that they will actively and purposefully explain to employees (members of the trade unions) the principles and objectives of the remuneration system applied at TBU. In order to fulfil this task, they will continue to support the activities of the working group established with equal representation of the contracting parties. The working group shall monitor the application of the remuneration system at TBU and present the findings, conclusions and suggestions to the contracting parties at a joint work meeting.

Article 24

Basic Salary and Salary Grades

- 24.1 A system of monthly basic salaries shall apply to all employees, with the exception of employees remunerated by contractual salary. The basic salary applicable to each salary grade is set out in the appendices to the Salary Regulations.
- 24.2 Contractual salary shall be paid in accordance with the provisions of the Salary Regulations.
- 24.3 The Employer undertakes not to reduce the basic salaries.

Article 25

Salary Allowances, Overtime Pay, Pay for Work on Public Holidays and Bonuses

- 25.1 The Salary Regulations lay down the conditions governing the payment of the personal performance bonus, performance bonuses, the special responsibility allowance, the managerial allowance, extra pay for acting as a substitute, extra pay, the allowance for work on Saturdays and Sundays, the allowance for split shifts, extra pay for overtime and compensatory time off, extra pay and pay compensation for work on public holidays, extra pay for work performed in arduous working conditions, and bonuses for standby duty, in accordance with § 113 to 121 of the Labour Code.
- 25.2 The Employer may grant an employee a bonus upon the award of a disability pension or upon the employee becoming entitled to an old-age pension, in accordance with Article 11 of the Salary Regulations.
- 25.3 Employees who perform work in difficult working conditions shall be entitled to their regular pay and to extra pay for each adverse working condition in the amount of 10% of the basic rate of the statutory minimum wage (but not less than CZK 10.00 per hour in total), in accordance with § 117 of the Labour Code. Where the working conditions relevant to entitlement to extra pay change (for example, due to changes in working procedures, the introduction of new hygiene measures or changes in the work performed), the Employer shall review the work carried out and shall withdraw the extra pay where the reasons for granting it no longer apply. The Employer shall review the conditions for entitlement to extra pay on 1 September each year and shall decide whether it will continue to be paid for the following period, which shall not exceed one year.
- 25.4 Employees shall be entitled to their regular pay for work performed at night and to a night work allowance equal to 10% of their hourly earnings for each hour of night work. Allowances and pay shall be paid only in respect of hours actually worked. For this purpose, the Employer shall aggregate all hours of the relevant work performed during the calendar month.

- 25.5 Allowances and additional salary payable for night work, work on Saturdays and Sundays, overtime work and work on public holidays shall be cumulative where the conditions for entitlement to each payment are met.
- 25.6 Employees whose working hours are scheduled in a two-shift, three-shift or continuous operation so that they work alternating morning, afternoon and, where applicable, night shifts shall be entitled to the following extra pay:
- a) employees working alternating morning, afternoon and night shifts, or working in a continuous operation, shall receive an extra pay of CZK 150–300 per month,
 - b) employees working alternating morning and afternoon shifts shall receive an extra pay of CZK 100–200 per month.

When determining the amount of the allowance within the prescribed range, the Employer shall take into account the employee's working conditions, including the working environment and the length of shifts.

- 25.7 The Employer undertakes to grant employees long-service awards and retirement awards. Such awards shall be payable together with the employee's salary for the month following that in which the entitlement arose, as follows:

- a) A long-service award shall be payable to an employee upon the completion of each ten-year period of continuous employment with the Employer, as follows:
- 10 years: CZK 10,000;
 - 20 years: CZK 15,000;
 - 30 years and every subsequent ten-year anniversary: CZK 20,000.

Where an employee has more than one concurrent employment relationship with the Employer, entitlement to the long-service award shall be determined by reference to the earliest continuous employment relationship. Any employment relationships commenced subsequently shall neither give rise to a separate entitlement nor affect the date on which entitlement to the award arises.

- b) A retirement award of CZK 10,000 shall be payable upon the first termination of the employee's employment relationship with the Employer where the termination is immediately followed by the employee's retirement, provided that all of the following conditions are met:

- I. the employee has completed at least 10 years of continuous employment with the Employer;
- II. the employee provides documentary evidence that the termination of employment is immediately followed by retirement on an old-age pension or a third-degree disability pension (for example, a pension application submitted by the employee, a final decision granting the pension, or the pension award notice);
- III. the employment relationship is terminated either by the employee, by the Employer, or by mutual agreement, except where the employment relationship is terminated by the Employer pursuant to § 52 Letter f), g) or h), or § 55 Paragraph 1 Letter a) or b).
- IV. the employee has not previously become entitled to this retirement award. Entitlement to the retirement award may arise only once, upon the employee's first termination of employment with the Employer.

Entitlement to the long-service award under Paragraph a) shall arise only in respect of employees who complete a qualifying service anniversary on or after 1 January 2026 and during the period for which this Collective Agreement remains in force.

An employee who became entitled to a long-service award between 1 January 2026 and the effective date of this Collective Agreement and who received such an award under the previous Collective Agreement shall, provided that the conditions set out above are met, be entitled to a supplementary payment equal to the difference between the amount already paid and the amount payable under this Collective Agreement, where the latter is higher. Such supplementary payment shall be payable together with the salary for the month following the effective date of this Collective Agreement.

For the purposes of Paragraph b), employees who complete the required period of ten years' continuous employment on or after the effective date of this Collective Agreement shall also be eligible for the retirement award. Entitlement to an award under this Article shall attach to the employee personally and shall not arise separately in respect of individual concurrent employment relationships.

Article 26 Severance Pay

- 26.1 An employee who agrees to terminate their employment by mutual agreement in the event of termination of employment for the reasons set out in § 52 Letter a) to c) of the Labour Code, shall be entitled to severance pay from the Employer in the statutory amount, increased by at least:
- a) an amount equal to twice the employee's average monthly earnings, if the employment relationship ends by the end of the calendar month in which the proposal for termination of employment was made;
 - b) an amount equal to the employee's average monthly earnings, if the employee agrees to terminate the employment relationship by mutual agreement by the end of the first month of the notice period, provided that the notice had already been given.
- 26.2 An employee whose employment is terminated by notice given by the Employer for reasons set out in § 52 Letter a) to c) of the Labour Code, or by mutual agreement for the same reasons, shall be entitled to severance pay from the Employer upon termination of employment in at least the following amount:
- a) one times the employee's average earnings, where the employee has been continuously employed by the Employer for less than one year;
 - b) two times the employee's average earnings, where the employee has been continuously employed by the Employer for at least one year but less than two years;
 - c) three times the employee's average earnings, where the employee has been continuously employed by the Employer for at least two years but less than ten years;
 - d) four times the employee's average earnings, where the employee has been continuously employed by the Employer for ten years or more.
- 26.3 An employee whose employment is terminated by notice given by the Employer for reasons specified in § 52 Letter d) of the Labour Code, or by mutual agreement for the same reasons, shall be entitled to severance pay from the Employer upon termination of employment in the amount of two times the employee's average monthly earnings.
- 26.4 The Employer shall pay severance pay to the employee after termination of the employment relationship, namely on the next payday set for the salary payment,

unless the Employer agrees with the employee on the payment of the severance pay on another date.

- 26.5 In the event that, after termination of an employment relationship, an employee re-enters the employment relationship with TBU or starts to perform work in accordance with a Subcontract Agreement before the expiry of the period determined by the number of multiples of average earnings used for the calculation of the amount of severance pay, the employee is obliged to refund their severance pay or a proportional part thereof. The proportional part of the severance pay shall be determined according to the number of calendar days elapsed between the employee's termination of employment relationship and the commencement of their new employment.

Article 27

Average Earnings

- 27.1 The calculation of average earnings for employment-related purposes shall be governed by the provisions of § 351 to § 362 of the Labour Code, subject to the following:
- additional salary shall be apportioned over the period for which it is awarded; and
 - bonuses shall be included in the calendar quarter in which they are paid, unless they relate to a longer period.

Article 28

Contributions to Employee Benefits

- 28.1 The rules for provision of contributions to employees for supplementary pension insurance with state contribution, pension insurance contributions, contributions to long-term investment product (DIP) for retirement or leisure allowances (hereinafter referred to as "contribution") are regulated in applicable internal regulations.
- 28.2 The Employer shall provide a contribution of CZK 700 per month if the conditions according to the above rules are met. The Employer undertakes to monitor the balance of the Social Fund on a quarterly basis and to keep the trade union informed of its current status. Where the financial position of the Social Fund permits an increase in the contribution, the Employer shall promptly commence negotiations with the trade union on an amendment to this Collective Agreement.

Part VI

Fixed-Term Employment and the Employment of Minors Aged 14 Years and Over

Article 29

Fixed-Term Employment

- 29.1 The contracting parties agree that, owing to the specific nature of work at a public higher education institution and for operational reasons, the restrictions laid down in § 39 Paragraph 2 of the Labour Code on the conclusion and renewal of fixed-term employment contracts need not apply to the categories of employees specified in Paragraph 29.3 of this Article. The specific nature of the work, the operational reasons, and the conditions and rules governing this alternative arrangement are set out in the following paragraphs.

- 29.2 The specific nature of work at a public higher education institution and the operational reasons arise from the fact that employees perform work within research, development or creative projects funded from earmarked resources, the provision of which is limited both in duration and in terms of the activities for which the funding is granted.
- 29.3 The restrictions on fixed-term employment laid down in § 39 Paragraph 2 of the Labour Code shall not apply to the employment of employees (including academic staff, researchers and other employees) engaged to carry out work on a specific project financed from earmarked funds, the provision of which is limited both in duration and in terms of the activities for which the funding is granted.
- 29.4 The following rules shall apply to this alternative arrangement for concluding and renewing fixed-term employment contracts:
- in accordance with the preceding paragraphs, the Employer may conclude a fixed-term employment contract for a period exceeding three years, but not exceeding the duration required for the relevant project, in accordance with the conditions of the funding programme, the applicable funding rules and the project's staffing plan;
 - in accordance with the preceding paragraphs, the Employer may conclude a fixed-term employment contract for a minimum period of one year. Exceptionally, a shorter period may be agreed where this is justified by the requirements of the project and is consistent with the conditions of the funding programme, the applicable funding rules and the project's staffing plan;
 - the Employer may conclude and renew fixed-term employment contracts under the preceding paragraphs without limitation as to the number of renewals;
 - where the final renewal of a fixed-term employment contract has been made under the preceding provisions, the Employer shall, before the expiry of the agreed fixed term, offer the employee another suitable permanent position corresponding to the employee's qualifications and state of health, provided that such a position is available;
 - the agreed working time (FTE) under an employment contract referred to in Paragraph 29.3 shall correspond to the allocation for the relevant project position, in accordance with the project's staffing rules. The alternative arrangement provided for in this paragraph shall not apply where the employee has agreed a higher FTE than that allocated to the relevant project position, unless the additional FTE also falls entirely within the scope of employment referred to in Paragraph 29.3;
 - where an employee has more than one employment relationship with the Employer, in accordance with the provision of § 34b Paragraph 2 of the Labour Code, each employment relationship shall be assessed separately.

Article 30

Employment of Minors Aged 14 Years and Over

Having regard to the specific nature of the working environment at Tomas Bata University in Zlín and the need to ensure an appropriate standard of occupational health and safety, as well as the organisational and staffing requirements associated with the potential employment of persons who have attained the age of 14 but have not yet reached the age of 15, the contracting parties have agreed that Tomas Bata University in Zlín shall not employ minors who have attained the age of 14 but are under the age of 15. This provision shall not apply to the employment of minors over the age of 15 who have completed compulsory schooling.

**Part VII
Final Provisions**

Article 31

- 31.1 The contracting parties undertake that, in the event of any disagreement concerning the interpretation of this Collective Agreement, they shall enter into negotiations through their respective representatives with a view to avoiding a collective dispute concerning the implementation of this Collective Agreement. Should any provision of this Collective Agreement be held to be invalid, the rights and responsibilities concerned shall be governed by the applicable legislation.
- 31.2 Either contracting party may propose, in writing, an amendment to or supplementation of this Collective Agreement. The contracting parties shall commence negotiations on the proposed amendment or supplementation no later than 14 days after its receipt.
- 31.3 This Collective Agreement supersedes the Collective Agreement dated 29 May 2025. It shall enter into force on the date of its signature by the last of the contracting parties and shall take effect on 1 June 2026.
- 31.4 This Collective Agreement, together with any amendments thereto, shall be binding on all employees of TBU.
- 31.5 The contracting parties undertake to commence collective bargaining on amendments to this Collective Agreement no later than 28 February 2027.
- 31.6 This Collective Agreement shall be made available to all employees of TBU.

In Zlín on 26 May 2026

.....
Prof. Mgr. Milan Adámek, Ph.D.
Rector
Tomas Bata University in Zlín

In Zlín on 26 May 2026

.....
Ing. et Ing. Jiří Konečný, Ph.D.
Chairperson
BO of the UTUA of Tomas Bata University
in Zlín

In Zlín on 26 May 2026

.....
Ing. Pavlína Egner, Ph.D.
Chairperson
Trade Union of Employees of Tomas Bata
University in Zlín

This English version of the internal regulation is not legally binding; it is for informational purposes only and does not have to correspond to the Czech version of the document.