

WORK RULES (WORK REGULATIONS)

Heading

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PART ONE

GENERAL PROVISIONS

Article 1

Introductory Provisions and Scope of Application

1. The Work Rules are issued on the basis of the provisions of Section 306 of Act No. 262/2006 Coll., the Labour Code, as amended (hereinafter referred to as the “Labour Code” or “LC”) and Section 17 of Act No. 111/1998 Coll., on Higher Education and on Amendments and Additions to Other Acts (the “Higher Education Act”), (hereinafter referred to as the “Act”) and apply to all workplaces of Brno University of Technology (hereinafter referred to as the “BUT” or “Employer”).
2. The Work Rules are binding on the employer and all persons in an employment relationship with the employer. Persons working for the employer on the basis of agreements on work performed outside the employment relationship are covered by the Work Rules only if this is apparent from its other provisions, from the agreement concluded or from statutory labour provisions.
3. The Work Rules uses the term “employee” for persons who have an employment relationship with the employer. Employees are divided into academic staff and other staff.
4. An academic staff member is defined as a lecturer, assistant, assistant professor, associate professor, professor, and a scientific, research and development worker involved in teaching activities, hereinafter referred to as an “Academic Staff Member in Science and Research”. An academic staff member performs teaching, scientific, research, development and innovation, artistic or other creative activities.
5. Other employees are defined as scientific and research workers (R&D), white-collar workers, blue-collar workers and operational and commercial workers.

In this category, a researcher is an employee with a university degree who is involved in research and development activities without the obligation to participate directly in teaching activities. Direct participation in teaching activities means providing one of the forms of teaching defined by the Study and Examination Rules of the BUT as amended.
6. A head employee directly superior to a staff member shall be referred to as the “supervisor” for the purposes of these rules.
7. The basic rights and obligations arising from the employment relationship are regulated in the employment contract or agreement on work performed outside the employment relationship.

PART TWO

EMPLOYMENT RELATIONSHIP

Article 2

Establishment of the Employment Relationship

1. In principle, the employment relationship is based on a written employment contract between the employer and the employee. The employment contract shall be drawn up in two counterparts, one counterpart being given to the employee and the other remaining with the relevant personnel department.
2. Close persons cannot be recruited to jobs where one of them would be directly subordinate to the other or subject to his/her control. A close relative is a relative in the direct line, a sibling and a spouse. Other persons in a familial or similar relationship shall, with regard to each other, be considered to be close persons if the harm suffered by one of them is perceived as his/her own harm by the other.

3. If an employee is to become a person close to his/her direct superior during the course of the employment relationship, an organisational change must be made in such a way that there is no direct subordination or concurrence of offices of these persons responsible for carrying out control activities pursuant to Act No 320/2001 Coll., on Financial Control in Public Administration and on Amendments to Certain Acts, as amended. If organisational change is not possible or if it is a temporary short-term solution, the Rector may grant an exception to this provision. When an exception is granted, extraordinary control procedures must be established for the approval of funds or other management processes between close persons.
4. Vacancies
 - a) of academic staff are filled according to the "Regulations of the Selection Procedure for Filling the Positions of Academic Staff Members at the BUT."
 - b) of other employees are filled according to the Rector's Directive "Filling of Positions at the BUT".

Article 3

Changes to the Employment Relationship

1. During the term of the employment relationship, various changes to its content may occur (Sections 40 to 47 of the Labour Code), both at the initiative of the employer and the employee. The content of the employment contract may be changed at any time and for any reason by agreement of both parties. The employer is obliged to make or may make a unilateral change only for the reasons set out in the Labour Code. A change of the employment contract must be made in writing.

Article 4

Start of Employment

1. A completed personal questionnaire must be attached to the application form. The employer may, with respect to the position to be filled, determine additional documents that the applicant must submit in order to adequately certify compliance with the requirements for the performance of work activities in the position to be filled.
2. The newly recruited employee shall submit:
 - a) proof of an initial medical check-up by a doctor designated by the employer (proof of medical fitness to perform the agreed type of work), a valid identity card and, if the employee is a foreigner, the documents (permits) that are a prerequisite for employment under special regulations,
 - b) proof of employment,
 - c) the card of the relevant health insurance company with which he/she are registered.
3. Furthermore, the employee is obliged to:
 - a) undergo training in occupational health and safety, fire protection, environmental protection and other regulations that apply to the work he/she performs,
 - b) familiarise himself/herself with the Work Rules, Statutes, Collective Agreement and other organisational regulations and directives.
4. The documents referred to in Paragraphs 1 and 2 must be submitted to the employer in the original or a certified copy.

Article 5
Termination of Employment

1. The agreement on termination of employment relationship must state the reasons for termination if the employee requests so.
2. It is the employee's responsibility to arrange for an exit certificate when terminating employment. Here, the employee's ongoing obligations to the employer or information that all obligations are settled shall be indicated, and the relevant employee shall also confirm here the cancellation of access rights to the BUT information network system if the employment relationship of an employee with this authorisation ends. He/she will receive his/her exit certificate at the Personnel Department, where he/she will also collect any other documents related to the termination of employment.
3. In addition, the employee must return the employee card, all business and other documents, records and data captured on data carriers, as well as all values entrusted to him/her by the employer.
4. At the employee's request, the employer shall issue him/her with an employment reference, which shall be prepared by the Personnel Department on the basis of a proposal from the superior. The latter, together with the head employee of the Personnel Department, signs the employment reference.
5. The procedure for handing over work duties and tasks or the transfer of the office of a head employee to a designated employee is laid down in Article 8(1) to (3). A short record shall be made where the circumstances of the case require so. A record shall always be made of the transfer of office of the head employee.

PART THREE
OBLIGATIONS OF EMPLOYERS AND EMPLOYEES

Article 6

Obligations of Employees

1. In addition to the obligations set out in the legislation, these Work Rules and the employment contract, employees shall:
 - a) work conscientiously and properly to the best of his/her knowledge and ability; keep the necessary records of his/her work in a truthful, comprehensive and accurate manner;
 - b) follow the employer's instructions and work procedures with which they have been acquainted;
 - c) receive training and courses according to the needs and requirements of the employer;
 - d) promptly report any changes in personal information, in particular marriage, divorce, birth or death of a family member, change of permanent residence, change of telephone number, circumstances affecting income tax and sickness benefits, change of health insurance company and military service call-up;
 - e) report any absence from work to his/her superior in advance. If the employee is unable to do so because of serious reasons, he/she shall report his/her absence and the reason for it as soon as possible;
 - f) seek the consent of his/her superior before any further employment or agreement to perform work at another BUT workplace;
 - g) notify his/her superior immediately:
 - if he/she finds that the instruction issued is contrary to the legal regulations or the

- employer's regulations relating to the work carried out by the employee,
- if damage or threatened damage to health, property or the environment has occurred, as well as defects that could lead to damage,
 - if there are obstacles which prevent him/her from carrying out the instruction or task imposed on him/her in a timely and proper manner;

- h) comply with all regulations relating to hygiene, fire protection, occupational health and safety, property and environmental protection. If necessary in view of the conditions of the work performed, use protective work equipment provided by the employer;
 - i) keep his/her workplace tidy and clean and observe the established no-smoking policy;
 - j) not stay on school premises outside office hours without the permission of the head employee;
 - k) not use the employer's equipment, means of transport and facilities for private purposes, not take out the employer's property without his/her prior consent;
 - l) undergo, to the extent necessary, a check to monitor what items are taken in or out of the employer's premises;
 - m) undergo a test if ordered to do so by an authorised person for the purpose of establishing whether the employee is not under the influence of alcohol or other addictive substances. Authorised persons are superior employees and the employees in charge of occupational health and safety;
 - n) during the period of temporary incapacity for work, comply with the established regimen of the temporarily incapacitated insured person, as regards the obligation to stay at the place of residence during the temporary incapacity for work and observe the time and extent of the permitted walks under the Sickness Insurance Act.
2. A breach of the obligations referred to in Paragraph 1 shall constitute a breach of an obligation arising from the legal provisions applicable to the work performed by the employee (hereinafter referred to as "Breach of Legal Obligations"). When assessing the Breach of Legal Obligations and, in particular, when the employer considers whether the intensity of the breach has reached a particularly serious Breach of Legal Obligations, the employer shall proceed individually, taking into account all the circumstances of the case (the employee's person and his/her work performance, the time and situation in which the Breach of Legal Obligations occurred, etc.).

Article 7 Obligations of Head Employees

1. In addition to their obligations under general legislation and the employment contract, head employees shall:
- a) familiarise employees with the regulations and requirements relating to their work, the use of technical equipment, machines, tools and implements and provide them with the necessary work equipment,
 - b) ensure that workplaces (computer equipment) are equipped only with software that is used for the performance of work tasks and has been acquired and is used in accordance with the relevant commercial agreements and licence conditions,
 - c) familiarise employees with fire protection, occupational safety, environmental protection and other relevant regulations applicable to their work and regularly check compliance with these regulations in a demonstrable manner,
 - d) ensure that employees do not misuse employer facilities, including computer equipment and information media, for personal purposes,
 - e) regularly evaluate employee performance.

Article 8 Handing over Work Duties and Tasks and Offices

- (1) In the event of transferring the work duties and tasks to another employee (change of job classification, termination of employment), the employee shall:
- a) inform the superior of the status of the tasks assigned and provide him/her in writing with a list of tasks not yet completed, pointing out important tasks and cases where there is a risk of delay,

- b) hand over to the designated employee all relevant documents relating to the work duties and tasks to be handed over, as well as employer's values entrusted to him/her or in his/her possession, and make a settlement of the advances provided to him/her by the employer,
 - c) hand over the items entrusted to him/her by the employer for use in connection with the performance of the agreed work, work equipment and personal protective equipment,
2. When the office of a head employee is handed over, a record shall be made which shall include:
 - a) name, surname and job (work) classification of the employee handing over and the employee taking over employee,
 - b) name, surname and job (work) classification of the superior,
 - c) date of handover and takeover of the office,
 - d) facts referred to in Paragraph 1(a),
 - e) identified defects and deficiencies in the submitted records,
 - f) other data as decided by the superior,
 - g) signatures of the employee handing over and the employee taking over employee and their superior.
 3. An inventory shall be taken when the work duties and tasks related to the material responsibility for the entrusted values are handed over.

PART FOUR
THE RIGHTS AND OBLIGATIONS OF ACADEMIC STAFF
MEMBERS AND SCIENTIFIC AND RESEARCH STAFF
MEMBERS

Article 9
Rights and Obligations of Academic Staff Members

1. Academic staff members are entitled to:
 - a) participate in issues related to the core activities of the school,
 - b) use, free of charge, in particular the laboratories, classrooms, lecture halls, libraries, computer centres and other technical and information facilities of the school in order to perform their work tasks and for their professional development,
 - c) work scientifically or artistically in their field, participate in the solution of scientific research tasks, publish the results of their work, and increase their professional level in other ways.
2. In addition to the obligations set out in general legal regulations and Part III of the Work Rules, academic staff members are obliged to:
 - a) carry out educational activities and work consistently scientifically (artistically) in their field. The relevant annex to the BUT Wage Rules lists the activities of academic staff members in more detail,
 - b) perform tasks arising from their participation or membership in professional or management bodies or committees of the BUT,
 - c) perform other tasks related to educational or scientific activities.

Article 10
Rights and Obligations of Scientific and Research Staff Members

1. Scientific and research staff members are entitled to:
 - a) participate in issues related to the development of the field, scientific, professional and artistic

activities,

- b) use, free of charge, in particular the laboratories, classrooms, lecture halls, libraries, computer centres and other technical and information facilities of the school in order to perform their work tasks and for their professional development,
 - c) work scientifically in their field, participate in the solution of scientific research tasks, publish the results of their work, and increase their professional level in other ways.
2. In addition to the obligations set out in general legal regulations and in Part III of the Work Rules, scientific and research staff members are obliged to:
- a) develop their scientific and research activities in the interest of the development of the field and the fulfilment of the BUT scientific policy,
 - b) regularly submit the results of their scientific and research work to their superiors for evaluation and publish the results of their work,
 - c) collaborate with academic staff members in scientific and educational work,
 - d) perform other tasks related to scientific and research activities.

PART FIVE

WORKING HOURS, OBSTACLES TO WORK AND LEAVE

Article 11 **Length and Use of Working Hours**

1. The length of the working hours (hereinafter referred to as the “Fixed Working Hours”) shall be
 - a) 40 hours a week,
 - b) 37.5 hours per week for employees, who are on a three-shift or continuous pattern (schedule) of work,
 - c) 38.75 hours per week for employees with a two-shift pattern of work, unless the employer agrees on shorter working hours in the collective agreement.
2. The rector, dean, bursar or director of the unit shall decide on the working hours schedule and working regimen (regular working time schedule with fixed shift starts, shift operation, flexible working hours, irregular working hours schedule, individual working regimen) within the scope of his/her competence, taking into account the needs of the workplace (operation) and the nature of the work performed, while maintaining the length of continuous rest between shifts in accordance with the relevant provisions of the Labour Code.
3. The relevant head employee shall also decide on the appropriate method of recording attendance and time worked.
4. Business hours on weekdays at the BUT start at 6:00 am and end at 10:00 pm. Employees' working hours are implemented within this period, unless it is a continuous (shift) operation.
5. A 30-minute meal and rest break shall be provided after a maximum of 6 hours of continuous work. This break is not counted as part of the working hours. Break times at specific workplaces shall be determined by the relevant head employee.
6. Failure to keep working hours may be considered an unexcused absence. The fact whether an employee's absence from work is unauthorised absence shall be decided by the employer, acting in agreement with the competent trade union organisation. Unexcused absences are also a breach of work discipline and have a direct impact on the leave curtailment and the payment of certain obstacles to work.
7. The scheduling of the working hours of academic staff members and the duration of their activities at the workplace shall be based on the time schedule of their teaching duties, scientific and other related tasks and, if the operating conditions permit, the employer shall ensure that the

performance of these duties is continuous and that the working hours are continuous.

In justified cases, the relevant head employee may authorise an academic staff member to work outside the agreed workplace for a temporary period. The same applies to scientific and research staff members.

8. Upon written request, the employer may exceptionally grant unpaid leave to an employee provided that he/she has already exhausted his/her leave. Prior to granting unpaid leave, the employer must conclude a written agreement with the employee on the full payment of the amount corresponding to the health insurance premium which the employer is obliged to pay on behalf of the employee at the time when the employee is granted leave without income compensation (Section 9 of Act No.48/1997 Coll., on Public Health Insurance and on Amendments and Supplements to Certain Related Acts) and the method of payment of this amount.

Article 12 Overtime Work

1. According to the provisions of Section 93 of the Labour Code, overtime work is ordered or agreed to by the employee's superior only in exceptional cases, who is also responsible for keeping records of overtime work and for compliance with the overtime limits set by the Labour Code.
2. For employees with shorter working hours, overtime is work in excess of the fixed working hours.
3. Overtime work is not overtime if the employee works off time off granted by the employer at the employee's request or if the employee works off working hours that were interrupted due to adverse weather conditions.

Article 13 Obstacles to Work

1. The employee must request time off for an obstacle to work in advance from his/her superior. If the obstacle to work is not known to the employee in advance, he/she is obliged to inform the employer (his/her superior) of the obstacle without undue delay and within 24 hours at the latest and to communicate the expected duration of the obstacle. If the employee is absent from work for health reasons (in particular, incapacity for work due to illness or accident, absence due to quarantine, treatment of a sick family member), he/she must notify the employer of this fact as soon as possible.
2. The employee shall prove the obstacle to work and its duration in a manner to be determined by the head of the relevant workplace.
3. The conditions for the granting of time off work and any compensatory wage for obstacles to work for reasons of general interest are laid down in Section 200 et seq. of the Labour Code. The conditions for granting time off work for important personal obstacles at work are regulated in Section 191 et seq. of the Labour Code and in Government Decree No. 590/2006 Coll., establishing the scope and extent of important personal obstacles at work.

Article 14 Leave (with Pay)

1. Leave (entitlement to leave, duration of leave, period of leave and the provision of compensatory wage for leave taken) is regulated by Sections 211 to 223 of the Labour Code. An employee may take leave only with the prior written approval of the superior.

2. The basic leave assessment is five weeks and the leave assessment for academic staff is eight weeks per calendar year.
3. The employer may determine, in agreement with the relevant trade union, taking collective leave if this is necessary for operational reasons.

PART SIX WAGES

Article 15

Determination and Payment of Wage

1. Wage and its individual components are negotiated by the employer in accordance with general legal regulations, the applicable collective agreement and the BUT Wage Rules.
2. The work of the employee on projects, scientific and research tasks is paid from the following earmarked financial sources
 - a) in the context of an existing employment relationship, or
 - b) in the context of another employment relationship, if it is a different type of work.
3. No wage advance is paid.
4. Wage shall be paid by the employer in the manner prescribed by general legislation.
5. The employee is obliged to check his/her pay slip and inform the payroll office of any back pay or overpayment found.
6. Upon request, the payroll office shall provide the employee with information on the calculation of his/her wage or, where appropriate, shall submit the documents on the basis of which the wage was calculated to the employee for inspection.

Article 16

Deductions from Wage

1. The employer unilaterally makes deductions from wages only in the cases specified in Section 147 of the Labour Code. Otherwise, deductions from wages can only be made on the basis of a written agreement on deductions from wages concluded between the employee and the employer.

PART SEVEN BUSINESS TRIPS AND TRAVEL ALLOWANCES

Article 17

Business Trip

1. The employer may send an employee on a business trip for the period of necessary need, if this condition is agreed. Approval of a business trip is signed by the Rector, Dean, Bursar, Secretary, Director of the unit, or other head employees within the scope of written authorisation.
2. An employee who is single and caring for a child under the age of 15 may be sent on a business trip only with his/her consent.

Article 18
Travel Allowances

1. During a business trip, the employee is entitled to compensation in accordance with Section 156 et seq. of the Labour Code and the Bursar's Directive on Travel Allowances.

PART EIGHT
CARE OF EMPLOYEES

Article 19
Forms Care of Employees

1. As part of the care of employees, the employer:
 - a) provides company health care,
 - b) allows canteen meals,
 - c) performs tasks in the field of occupational health and safety and fire protection,
 - d) creates conditions for recreation of employees and their family members,
 - e) contributes to their outside-work self-fulfilment, cultural and sporting development.
2. The employer performs these tasks mainly in the context of implementing obligations under collective agreements.

Article 20
Canteen Meals

1. Employees in their main or concurrent employment may take advantage of canteen meals. The employer shall provide canteen meals to an employee during his/her work shift if his/her work shift lasts at least 3 hours.
2. The employee may use
 - a) The BUT university canteen for catering, For these purposes, he/she shall use the employee's card issued by the relevant personnel department. The card is then used to identify the employee and as a debit card to record and pay for meals taken,
 - b) MU university canteen,
 - c) Meals for public catering vouchers.
3. Payment for meals taken and food purchased in BUT canteens is made by deduction from pay based on an agreement with the employee.

Article 21
Occupational Health and Safety and Fire Protection

1. Head employees are responsible for occupational safety and health at the workplaces they manage (Sections 101 to 108 of the Labour Code).
2. In the interests of occupational health and safety, every employee is obliged in particular:
 - a) to take care, to the best of his/her ability, of his/her own safety, his/her health and the safety and health of natural persons directly affected by his/her actions or omissions at work, while knowledge of the basic obligations arising from legal and other regulations and the employer's requirements for ensuring occupational safety and health is an integral and permanent part of the employee's qualification requirements,

- b) to take part in training, ensured by his/her employer aimed at occupational safety and health and have his/her knowledge checked,
- c) to undergo medical check-ups, examinations or vaccinations prescribed by other statutory provisions,
- d) to comply with the statutory provisions and other regulations and the employer's instructions concerning the safeguarding of occupational safety and health with which he/she has been duly acquainted and follow the principles of safe conduct at the workplace and the employer's information,
- e) to observe the determined working (operating) procedures, use the prescribed means of work and transport, personal protective and safety working aids and protective equipment (devices) and not wilfully alter and put them out of use (operation),
- f) not to consume alcoholic drinks or not to abuse addictive substances at the employer's workplaces and during his/her working hours also outside such workplaces, not to enter the employer's workplaces while under their influence, and not smoke at workplaces and other premises where non-smokers would be exposed to the effects of smoking,
- g) to inform his/her superior of any irregularities and defects at his/her workplace which endanger, or might endanger, immediately and substantially occupational safety or work of other employees, in particular of an imminent contingency, irregularities in organisational measures, or defects or breakdowns of technical equipment and safety systems to prevent such breakdowns,
- h) to participate in removal of irregularities which have been ascertained by inspections carried out by inspectorates or other agencies (bodies) authorised thereto under other statutory provisions; the employee's participation therein shall depend on the type of his/her work and his/her possibilities,
- i) to inform immediately his/her superior of an industrial injury sustained by him/her provided that his/her condition of health enables him/her such reporting, or immediately inform his/her superior of an industrial injury sustained by another employee or another natural person (individual) if he/she witnessed the injury, collaborating in the explanation of its causes,
- j) to undergo a test if ordered to do so by his/her superior, who is authorised in writing by the employer to give such order, for the purpose of establishing whether the employee is not under the influence of alcohol or other addictive substances.

PART NINE DAMAGE CAUSED

Article 22

Damage Prevention

1. Every employee is obliged to conduct himself/herself in such a way as to avoid damage to his/her health and property or unjustified benefit to the detriment of his/her employer.
2. If damage is imminent, the employee is obliged to bring it to the attention of the head employee, especially the superior. If intervention is immediately necessary to avert the damage, the employee is obliged to intervene. He/she shall not be obliged to do so if an important circumstance prevents him/her from doing so or if he/she would thereby put himself/herself or other employees at serious risk.
3. The employer has a duty to provide employees with such working conditions that they can properly perform their work tasks without endangering their health or property.

Article 23
Employer's Liability

1. The employer's liability for damage is regulated in Sections 265 to 271 of the Labour Code.
2. Employer's liability for damage to deposited items:

- a) the employer shall be liable to the employee in an employment relationship for damage to items which the employee has deposited with that employer in the performance of or in direct connection with his/her work tasks in a place designated for that purpose or in a place where they are usually deposited,
- b) for items that are not normally brought to work by employees (large sums of money, jewellery and other valuables) and which are not taken into special custody by the employer, the employer is liable only up to the amount specified by the labour regulations,
- c) the right to compensation for damage shall be extinguished if the employee fails to notify the employer of the damage without undue delay, at the latest within 15 days of the date on which the employee became aware of the damage,
- d) in the written request for reimbursement of the damage incurred, the employee shall state all the circumstances decisive for an objective assessment of the case, in particular:
 - a description of the item that has been lost, damaged or destroyed,
 - the circumstances under which the loss, destruction or damage occurred,
 - the amount claimed as compensation for the damage suffered,
 - evidence with which to substantiate his/her allegations and claims,
 - a superior's statement,
- e) the employee addresses his/her communication to the Personnel Department or superior.

Article 24
Employer's Responsibility

1. The employee is liable to the employer:
 - a) for damage which he/she causes through his/her own fault by breaching duties when carrying out his/her working tasks or in direct connection therewith,
 - b) for failure to comply with the obligations to prevent damage,
 - c) for the shortfall in the values entrusted to him/her, which he/she is obliged to account for on the basis of an agreement on liability for the protection of the values entrusted to him/her,
 - d) for the loss of items that the employee has taken possession of on the basis of a written receipt or an agreement on liability for the loss of entrusted items.
2. The employer shall determine the amount of the damage claimed, discuss it with the employee and notify him/her, as a rule, within one month of the date on which it is established that the damage has occurred and who is responsible for it.

Article 25
Compensation Board

1. The legal regulation of compensation for damage is contained in Sections 248 to 275 of the Labour Code.
2. The Bursar establishes the Compensation Board, appoints and dismisses its members and chairman. The Compensation Board prepares opinions, proposals and documents for its decision.
3. The Compensation Board shall consider all requests, submissions and information relating to the occurrence of damage (compensation under labour law) for which the employee (Article 24(1)) or the employer (Article 23(1)) is liable, as well as damage caused to the employer by third parties. The Board does not discuss compensation for occupational accidents and diseases.
4. Each employee shall cooperate with the Compensation Board and provide it with complete, accurate and truthful information necessary for an objective assessment of the case.

PART TEN
COMMON AND FINAL PROVISIONS

Article 26

Common Provisions

1. Legal acts and decisions under the relevant provisions of the Work Rules shall be taken by head employees within the scope of their powers under the Statutes, the Organisation Rules and these Work Rules.
2. All employees must be familiar with the Work Rules, their amendments and supplements. The Work Rules shall be publicly available to all employees at the workplace and in the information system, and shall be kept by all head employees and the Personnel Department.
3. In implementing measures under the Work Rules, head employees shall respect the trade union authorities' powers under general legislation.

Article 27

Final Provisions

1. This internal standard shall take effect on the date specified in its heading.

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