Internal regulation
University of Ss. Cyril and Methodius in Trnava
45/2021

# UCM Work Regulations

University of Ss. Cyril and Methodius in Trnava (hereinafter referred to as "UCM") in accordance with § 15 par. 1 letter e) of Law No. 131 on Higher Education and on Changes and Supplements to Some Laws (hereinafter referred to as "Act on Higher Education"), § 84 par. 1 of Act no. 311/2001 Coll. The Labor Code as amended (hereinafter referred to as "Labor Code") and § 12 of Act No. 552/2003 on execution of work of public interest, as amended (hereinafter referred to as the "Law on Execution of Work of Public Interest") and after the prior consent of the Basic Organization of the Trade Union of the workers of education and science at the UCM (hereinafter referred to as the "union organization of the UCM"), publishes these Work Regulations of the University of Ss. Cyril and Methodius in Trnava (hereinafter referred to as the "work regulations").

## § 1
## Scope and basic concepts

1) The work regulations are binding for UCM and for all its employees who are in an employment relationship with it.
2) According to the Act on Higher Education, UCM employees are university teachers, researchers and other employees.
3) The statutory body of UCM is the rector, who manages it, acts on its behalf and represents it externally. In addition to the rights and the duties arising from the Act on Higher Education the rights and obligations listed in the Labor Code apply to the rector as well.
4) The dean is the representative of the faculty who manages it, represents and acts in matters of the faculty. Within employment relations, the dean acts at the faculty on behalf of the UCM according to the Act on Higher Education and according to the competencies granted by the Statute of the UCM. The dean of the faculty is subject to all rights and obligations in accordance with the Act on Higher Education, Labor Code and the Law on Execution of Work of Public Interest.
5) According to the Act on Higher Education and these Work Regulations, the leading employees are: rector, dean, director of the institute, director of the institute, bursar, secretaries of faculties, heads of pedagogical, scientific, economic administration and information workplaces and purpose-built facilities of the university. They are subject to rights and obligations arising from the Act on Higher Education, Labor Code and the Law on Execution of Work of Public Interest.
6) UCM, as a public university and legal person, acts as an employer in work relations. On behalf of the employer, legal acts are performed by the UCM rector or his representative senior employees to whom the rector delegates rights and obligations in accordance with the Act on Higher Education and the Statute of UCM.
7) The UCM trade union is the representative of the employees. A representative of employees is also a representative of the employees for safety and health protection at work according to a special regulation.

8) For the purposes of these work regulations, a pregnant employee is an employee who informed UCM in writing about her condition and submitted a medical certificate to that effect.

## § 2
## Pre-contractual relations

1) Before concluding the employment contract, the authorized UCM employee is obliged to inform the party interested in employment at UCM (natural person) with rights and obligations that will result from employment contract, with working and wage conditions under which the work is to be performed.
2) If medical or psychological eligibility is required for the performance of work, or another prerequisite according to a particular law, UCM can conclude an employment contract only with a physical person who is medically fit or mentally fit for this job or with a natural person who meets another condition according to a particular law.
3) If the applicant does not meet the qualification requirements established by the Act on Higher Education, the Law on Execution of Work of Public Interest or the Regulation of the Government of the Slovak Republic No. 341/2004 Coll., establishing job catalogs of activities in the performance of work in the public interest and on their changes and additions as amended (hereinafter referred to as the "Government Regulation on Catalogs"), the applicant cannot be granted an exemption from the non-compliance, and with such applicants UCM cannot enter into an employment relationship.
4) The employer may only require information from a natural person applying for a first job related to the work to be performed. From a natural person who has already been employed, UCM can require the submission of a work report and confirmation of employment.
5) UCM may not require a natural person to provide information on:
   a) pregnancy,
   b) family conditions,
   c) integrity in the case of an applicant for physical work. Other employees are required to submit proof of integrity imposed by the Law on Execution of Work of Public Interest,
   d) political, trade union and religious affiliation.
6) A natural person (job applicant) is obliged to inform UCM about facts that prevent performance of work or that could cause harm to UCM, and about the length of work performed at the same time with another employer if it is also a minor.
7) When hiring a natural person, UCM must not violate the principle of equal treatment[1], if an access to employment is concerned.

[1] Act No. 365/2004 of 20 May 2004 on equal treatment in certain areas and protection against discrimination, amending and supplementing certain other laws (Anti-Discrimination Act).

## § 3
## Creation of an employment relationship

1) The employment relationship is established by the employment contract and begins on the day agreed upon in the employment contract as the day of entering job. The employment contract must be concluded with the employee in writing at the latest on the day of entering job. UCM is obliged to issue one copy of the employment contract to the employee.
2) The employment contract is concluded on behalf of UCM by its statutory representative - the rector, while for employees assigned to work at the faculty by the dean of the faculty with the written consent of the rector.
3) Along with the employment contract, the UCM issues a notification to the employee about the amount and composition of the functional allowance salary. The salary classification of an employee is governed by Act No. 553/2003 on remuneration of employees in the public sector and on the amendment of certain laws as amended (hereinafter referred to as the "Remuneration Act") and the UCM Directive on Employee Remuneration.
4) Labor relations of UCM employees are governed by the Act on Higher Education, unless the Act on Higher Education provides otherwise. Labor relations not regulated by the aforementioned laws are governed by the Labor Code.
5) When hiring employees for the first time, after fulfilling the obligations arising from the pre-contractual procedure, no later than 5 working days before the employee is expected to start employment, the relevant senior employee prepares a proposal for hiring an employee into employment with a description of the employee's work activity (on the form "Records of the recruitment procedure" in the section "Proposal for admission"), he/she will attach the applicant's application, a completed personal questionnaire, or his work report from the previous employer and submits complete documentation to the UCM Personal and Legal department, also with the following documents:

   a) the form "Records of admission procedure", completed in the section "Proposal for admission",

   b) completed protocol of the selection procedure for the position of teacher,

   c) confirmation of the entrance medical examination, if required by a special regulation (e.g. porter, driver, laboratory assistant),

   d) data required to request an extract from the criminal record (name, surname, maiden name, identity number, if assigned, ID card or passport number),

   e) account number in a banking company, for sending wages,

   f) pension award,

   g) health insurance company,

   h) publication activity (for university teachers and scientific workers),

   i) decision on reduction of working capacity,

   j) education documents,

k) confirmation of professional experience,
l) minutes of the selection procedure,
m) job description,
n) email address of the employee.

6) In the case of employees who are hired repeatedly, the senior employee submits to the UCM Personal and Legal Department the following documents:
a) the form "Records of admission procedure", completed in the section "Proposal for admission",
b) completed protocol of the selection procedure for the position of teacher,
c) request,
d) health insurance company,
e) account number in a banking company, for sending wages,
f) publication activity (for university teachers and scientific workers),
g) data required to request an extract from the criminal record (name, surname, maiden name, identity number, if assigned, ID card or passport number),
h) decision on reduction of working capacity,
i) minutes of the selection procedure,
j) job description.

7) UCM may employ a foreign national only on the basis of a residence permit and permit for employment from the relevant Labor, social and family affairs office, if a special regulation does not stipulate otherwise. UCM participates in obtaining permits in cooperation with the faculties. Homologation of qualification documents issued outside the Slovak Republic are provided and the costs are borne by the UCM.
8) In addition to the mandatory requirements of the employment contract, i.e. kind of work, place of work, day of starting work and wage conditions, if they are not agreed in UCM Collective agreement, UCM can also agree with the employee upon the duration of the employment relationship, probationary period, method of salary payment and other monetary benefits from the agreed employment relationship, or other conditions the participants are interested in.
9) In the employment contract, a probation period of up to three months can be agreed, with the senior employee in the direct management capacity of a statutory body or a member of a statutory body and a senior employee who is under the direct management authority of this senior employee the probation period is of maximum of six months.
10) When concluding an employment contract for the type of work with which a responsibility for the shortfall on entrusted values is connected, the senior employee is obliged to conclude an agreement with the employee on the material responsibilities. One copy is given to the employee and one is filed in the personnel file of the employee.
11) When starting employment (before signing the employment contract), the relevant senior employee informs the employee with the valid work regulations, the collective agreement and the legal regulations related to the work the employee will perform, as well as the provisions on the principle of the equal treatment. The employee proves familiarity with the above by signing the work contract. The relevant senior employee

of the Department of Safety and Health and Fire Protection will inform the employee to an appropriate extent and in an appropriate way with regulations regarding safety and health protection at work and fire protection (hereinafter referred to as "safety and health and fire protection"). On top of the duties mentioned in § 81, a senior employee is obliged in particular:[2]

a) to manage and control the work of employees,

b) to create favorable working conditions and ensure safety and health protection at work. With regulations related to personal data protection, the responsible person will notify the employee to an appropriate extent with personal data protection at UCM. The employee confirms the notification with his signature.

12) The employment relationship is agreed upon for an indefinite period of time, if the employment contract did not explicitly specify a period of time of its duration or if the legal conditions for the employment contract or its amendment concluding an employment relationship for a fixed period of time were not met. The employment relationship is concluded for an indefinite period of time also if the employment relationship for a fixed period was not agreed upon in writing.
13) An employment relationship for a fixed period of time can be agreed upon, possibly extended or re-agreed on for a fixed period only under the conditions established in § 48 of Labor Code.
14) An employment relationship agreed for a fixed period of time shall end upon the expiry of this period in accordance with § 71 of Labor Code.
15) The reason for extending or renegotiating the employment relationship shall be stated in the employment contract.
16) The employment relationship of university teachers is regulated differently from the Labor Code § 74 and § 80 of the Act on Higher Education.
17) Vacancies of university teachers with the exception of visiting professors are carried out through selection procedures.
18) Pursuant to § 77 par. 4 of the Act on Higher Education, a university teacher can occupy the position of docent or professor on the basis of one selection procedure for a maximum of five years. If the university teacher filled the position of associate professor or professor for the third time, while the total time of his work in these functions reached at least nine years, and if it is a docent position, he/she has a scientific-pedagogical degree or an artistic-pedagogical degree "associate professor" or "professor", and if it is a professor's position, a scientific-pedagogical degree or an art-pedagogical title "professor", he/she acquires the right to an employment contract with this university for a position of a university teacher and for inclusion in this position for a fixed period until reaching the age of 70 years.
19) UCM can agree upon several employment relationships with the same employee for activities only consisting of works of a different kind. Rights and obligations from these employment relationships are assessed separately.

[2] Labor Code No. 311/2001 Coll. - Basic duties of senior employees.

20) UCM can agree with the employee on working hours stipulated in the employment contract shorter than weekly working hours. Shorter working hours do not have to be spread over all working days.
21) The employment relationship with the university teacher can be extended or re-agreed on the same functional position for one year at most twice. If the university teacher had an extended employment relationship or re-agreed to the same functional position for a total of two years and UCM wants to extend or renegotiate the employment relationship with him/her for another period, UCM is obliged to extend it or re-negotiate an employment relationship for at least three years.
22) The job description of a university teacher and researcher includes:
    a) the obligation of continuous scientific and research activity (or creative artistic activity),
    b) the obligation to participate in scientific teams, as a rule, at the level of the department,
    c) the obligation to continuously educate himself/herself and, in the case of a teacher, to transfer the latest results of knowledge into teaching,
    d) the obligation to submit to periodic evaluation of the results of scientific research activities by the UCM Internal Quality Evaluation Board according to a special regulation,[3]
    e) the requirement of fulfilling the results of scientific research activity at the level of criterion B in the case of an assistant professor, at level A- in the case of a worker in the position of an associate professor and at the level of A or A+ in the case of a worker in the position of professor (according to the criteria of Slovak Accreditation Agency for Higher Education).[4]

## § 4
## Termination of employment

1) The employment relationship can be terminated by:
    a) agreement on termination of employment,
    b) termination,
    c) immediate termination of employment,
    d) termination of employment during the probationary period,
    e) an expiry of the agreed period in the case of a fixed-term employment relationship,
    f) death of the employee.
2) In the cases mentioned in par. 1. letter a) to d) UCM requires written form. Termination and immediate termination of the employment relationship must be delivered to the employee in his own hands, otherwise this legal act is invalid. UCM can only dismiss an employee for the reasons set out in the Labor Code. The reason for termination must be

[3] UCM Internal Regulation: Statute of the UCM Internal Quality Evaluation Board.
[4] Regulation of the Slovak Accreditation Agency for Higher Education: METHODOLOGY FOR EVALUATING STANDARDS as amended, from February 18, 2021.

factually defined in the termination in such a way that it cannot be confused with another reason and cannot be subsequently changed. The notice that was delivered to the other participant, maybe revoked only with his consent. Revocation of termination, as well as consent to its revocation, must be done in writing.

3) Employment relationship of university teachers in accordance with § 77 par. 6 of the Act on Higher Education will end at the end of the academic year in which they turn 70 years of age, if their employment did not end according to special regulations (Labor Code). If it is a an employee working at the faculty, the rector or the dean with the rector's consent can enter into an employment relationship with a person over 70 years of age for a position of a university teacher, if he is an employee assigned to the faculty, for the longest period of one year; such an employment can be concluded repeatedly.
4) The employee always submits the termination, immediate termination of employment, or proposal for termination of employment by agreement, in writing by handing it over to the UCM Registrar's Office. An employee can also send the application by registered mail.
5) During the notice period, the employee and UCM are still obliged to fulfill all the obligations applicable for them as the result of the employment contract. In the specified time, the employee is obliged to use up the rest of the vacation, unless otherwise exceptionally agreed in the interest of UCM.
6) The length of the notice period is regulated by Labor Code.
7) No later than 14 days before the end of the employment relationship, the employee is obliged to inform his/her direct superior senior employee on the status of the performance of assigned tasks and no later than the last day at the workplace, he/she is obliged to hand in tasks that have not yet been completed, documents and entrusted objects, belonging to personal equipment, work aids, computer with accessories, business telephone, borrowed books and magazines, personal protective equipment, etc., in a reasonable condition during the time of their use and wear.
8) On the last day of the employment relationship at the latest, the employee will hand over to the UCM Personal and Legal Department a confirmed exit letter. If the employee caused damage during the employment relationship, he/she caused damage and has an obligation to UCM or caused damage that is not arranged, an agreement on compensation of damages will be elaborated in writing. A responsible senior employee of the department at which the damage was caused submits the record of the claim and the proposal to discuss the claim case to the chairman of the commission claims department.

## § 5
## Rights and obligations of employees

1) The rights and obligations of employees are based on the basic principles listed in Articles 1 to 11 of Labor Code, in § 13, § 47 and § 81 of Labor Code and § 8 of the Law on Execution of Work of Public Interest. Academic freedoms and academic rights apply to

members of the UCM academic community and are listed in § 4 of the Act on Higher Education.

2) In particular, employees have the right:
   a) to request the definition of rights and obligations arising for them from their work and functional classification,
   b) to request the creation of conditions necessary for the performance of work tasks,
   c) to have access to information about important decisions of the UCM and about other measures related to their work and have an impact on it,
   d) for wages for work performed,
   e) to submit initiatives, complaints and comments,
   f) to ensured safety and health protection at work.
3) Obligations and restrictions of the employee are established in § 47 and § 81 of Labor Code and § 8 of the Law on Execution of Work of Public Interest.
4) In particular, the employee is obliged:
   a) to work conscientiously, responsibly and properly within the scope of their rights and obligations and according to their knowledge and abilities, to observe the rules of decency and politeness in their interactions with each other, consideration and respect for other persons when performing tasks resulting from labor relations,
   b) to fulfill the instructions of superiors issued in accordance with legal regulations, internal regulations of UCM and the job description,
   c) to fulfill work tasks and instructions of superiors in a high-quality, economical and timely manner,
   d) to know the tasks, organization of work and scope of the part of UCM with which he/she has an employment relationship,
   e) to notify the UCM Personal and Legal Department continuously without unnecessary delay of changes in personal relationships, which are decisive when assessing claims from the employment relationship and facts important from the point of view of health and pension insurance and circumstances that are important for health insurance, parental allowance, to announce the duration court-ordered execution of the decision and facts regarding entitlement to child benefits and income taxes to the payroll department,
   f) to observe and fully utilize the set working hours,
   g) to constantly familiarize himself/herself with the legal and other regulations applicable to his/her work and comply with them,
   h) to properly manage entrusted funds, protect entrusted property from damage, loss, destruction and to not misuse entrusted property for own business activities,
   i) to keep the file agenda from the receipt of the file in accordance with the applicable UCM Registry Regulations,
   j) to comply with Act No. 377/2004 Coll. on Non-Smokers Protection and on amendment of certain acts as amended by later regulations,

k) to not consume alcoholic beverages, drugs or other addictive substances at the place of work, in the workplace time or outside the place of work and not to go to work under their influence,

l) to refrain from spreading unverified or alarming information that may cause adverse situation for UCM (damage to UCM's reputation, negative media coverage, etc.), and stay away from actions that damage the good name of UCM (plagiarism, corruption, etc.),

n) to participate in meetings held during working hours in person and online,

o) to use the employee's identification card, which allows the employee to use the System's services for automatic identification of persons where identification is required,

p) to comply with the Constitution of the Slovak Republic, constitutional laws, laws, other generally binding legal regulations and UCM's internal regulations and apply them according to the best conscience and awareness, respect them and protect human dignity and human rights,

q) to act and decide impartially and refrain, while performing work in the public interest, from all that would threaten confidence in the impartiality and objectivity of actions and decision-making,

r) to maintain confidentiality about the facts that the employee learned about during the performance of work in public interest and which, in the interest of UCM, cannot be communicated to other persons, even after the end of the employment relationship; this does not apply if an employee has been relieved of this obligation by a statutory body or its authorized representative senior employee, unless a special regulation provides otherwise,

s) to refrain from actions that could lead to a conflict of interests,

t) to not misuse information acquired in connection with and during the performance of employment for one's own benefit or for the benefit of close persons or other natural persons or legal entities; this duty is valid even after the end of the employment relationship,

u) to refrain from actions resulting from unauthorized promises or obligations binding for UCM,

v) to ensure economical and efficient management and use of financial resources and facilities that were entrusted to the employee,

w) to notify within 2 working days the superior senior employee, or the executive body in criminal proceedings about loss or damage to property owned or managed by UCM,

x) to notify the UCM that he/she has been legally convicted of an intentional crime or that he/she has been disbarred legal capacity, or that his/her legal capacity was limited.

5) Senior employees of UCM, as well as its other employees, who are entrusted with management on individual levels of UCM management, are authorized to determine and assign work duties and tasks to subordinate UCM employees, organize, direct and control their work and give them binding instructions for that purpose in accordance with their workload. They have the right to propose to the UCM rector, in case of an employee assigned to faculty to the dean of UCM:

a) organizational changes at the workplace and implement them after approval,
b) creation, change or termination of the employment relationship with subordinate employees in accordance with generally binding legal regulations,
c) wage classification, other wage requirements and remuneration of subordinate employees.

6) Senior employees are - in addition to the duties of an employee (§ 81 of Labor Code), the basic duties of senior employees (§ 82 of Labor Code) obliged in particular to:
a) manage and control the work and activities of subordinate employees,
b) create favorable working conditions for employees and take care within the scope of their competence about safety and health protection at work,
c) ensure the participation of newly hired employees in the induction briefing on Safety and Health and Fire Protection, and the protection of personal data,
d) familiarize employees with their tasks, obligations and rights,
e) assign employees the work activities (tasks) agreed in the employment contract and in accordance with the job description,
f) ensure compliance with the rules of decency and civil coexistence in the workplace with the goal to create a favorable working atmosphere, motivating subordinate employees to perform work tasks well,
g) ensure that there are no violations of work discipline and non-fulfilment of work obligations and propose measures and sanctions, if this happens, familiarize himself/herself with these work regulations and familiarize the subordinates with its content, ensure its public accessibility at the workplace, apply its principles and require their compliance,
h) create conditions for the admission and employment of persons with specific needs,
i) to check regularly (at least once a month) the attendance of subordinate employees,
j) keep records of working time (arrivals and departures of employees to the workplace, as well as every leaving of the workplace), overtime work, night work, active part and inactive part of on-call work of the employee so that the beginning and end of the time period in which the employee was performing work or had an ordered or agreed stand-by duty.

7) In addition to the duties of an employee, a university teacher is mainly obliged to:
a) comply with the established class schedule, consultation hours and exam schedule, while exams are possible to take place at a time that is determined and announced to the student in advance,
b) behave with dignity and correctness during the exam, observe the principle of equal treatment in relation to students and refrain from any form of discrimination in accordance with § 55 par. 2 of the Act on Higher Education,
c) refrain from actions that would penalize or disadvantage the student because the student exercises his/her rights according to the Act on Higher Education,
d) through a personal expression and professional activity create a space for the development of the relationship of students to their study; free and objective

transmission of scientific, professional and pedagogical knowledge and skills to contribute to the realization of the right to education and information of UCM students,
e) respect and fully comply with the thematic and time schedule of teaching, use the initiative of the students and actively involve them in the discussion within the individual thematic areas, during the course of teaching,
f) carry out all non-working activities only after the end of working hours,
g) not abuse entrusted intellectual property values, material and financial resources for purposes of self-enrichment or harming the public interest and the interest of the university,
h) refrain from pejorative and vulgar expressions when evaluating the student's work,
i) refrain from belittling or humiliating the personality of the student, refrain from physical violence against the student,
j) behave correctly in relation to the domestic and foreign scientific and pedagogical community, comply with the legal protection of intellectual property and take care of the good name of UCM,
k) protect against abuse results obtained in pedagogical, research, artistic, professional and other activities that arose on UCM grounds, not to provide them to third parties without proper protection of intellectual property, as well as material property,
l) deal with the student's school work in accordance with a special regulation[5],
m) truthfully report the publication activity in the relevant library of the faculty or UCM so that it is reported at only one employer.

## § 6
## Work discipline and evaluation of its violation

1) Every employee is obliged to observe work discipline, which means that he/she is obliged to comply with all obligations arising from the existing employment relationship in the sense of the relevant labor regulations, collective agreement and internal organizational regulations of the UCM.
2) Violation of work discipline consists in the culpable violation of those duties of the employee that result from generally binding legal regulations, from internal regulations, from work regulations, from the employment contract and from failure to comply with the order or instruction of superior employees.
3) For a violation of work discipline, as a result of which the UCM may terminate the employee' s employment contract, is considered in particular:
   a) substantial violation of legal regulations and internal regulations of the UCM, which directly refer to the performance of work by individual employees according to the employment contract,

[5] Law no. 185/2015 Coll. Copyright Act as amended

b) repeated non-utilization of working time and unsatisfactory performance of work tasks, while in the last six months UCM asked the employee in writing to eliminate the shortcomings and the employee did not remove them in a reasonable time,
c) repeated neglect of the prescribed method of recording attendance,
d) arbitrary leaving of the workplace during working hours,
e) disobeying the order of a superior leader, unless it is an order that contradicts legal regulations,
f) damage to the name of UCM in a demonstrable manner, when the employee reports and spreads false information about UCM,
g) use of profanity by senior employees when evaluating the work of subordinate employees and belittling their personality in a demonstrable way,
h) reporting the same publication activity at several employers,
i) proven plagiarism.

4) For a serious violation of work discipline at the university, for which the employee's employment relationship may be terminated immediately in the sense of § 68 of Labor Code is considered:
a) unexcused absence,
b) a proven act of violence against a senior employee, another employee, a student or a visitor in the premises of the UCM,
c) if the employee reports and disseminates false information about another employee of the university or informs a superior employee about these with the intention of obtaining an advantage,
d) proven consumption of alcoholic beverages, drugs or other narcotics,
e) repeated refusal of an examination for consumption of alcohol, drugs and narcotic substances. Refusal of an examination for alcohol consumption is considered to be a repeated refusal of the examination on the same day when this refusal by the employee occurred for the first time,
f) theft regardless of the amount of damage, or proven attempt to steal at the workplace,
g) intentional damage to the property of UCM or the property of its students or employees,
h) proven receipt of a bribe or other unauthorized payment for favoring another person in connection with the pedagogical process, admission procedure, in selection procedures or in connection with the procurement of goods, performances, works and services,
i) unauthorized modification and unauthorized change of the assessment of student results,
j) unauthorized intervention in the Academic Information System,
k) unauthorized modification and alteration of documents and minutes of proceedings of academic bodies,
l) actions of a senior employee that are in conflict with the UCM Statute,
m) actions of a senior employee that are in conflict with the Act on Higher Education,

n) repeated violation of the UCM Code of Ethics evaluated by the UCM Ethics Committee,

o) "mobbing", "bossing" or other type of bullying in the workplace,

p) serious violation of GDPR principles and rules of electronic communication,[6]

q) refusal to cooperate with the responsible person of the UCM in the investigation of anti-social activities,[7]

r) threatening a person or group of persons from the ranks of students or employees of UCM,

s) other reasons listed in the Labor Code (e.g. conviction for an intentional crime),

t) performance of work for oneself and other persons or organization during working hours,

u) if a university teacher, researcher and artist has more than one job for the established weekly working time with universities located on the territory of Slovakia or operating on the territory of the Slovak Republic, closed for the performance of work of a university teacher, researcher and artistic worker and the other job
concluded for the established weekly working time with UCM,

v) if an employee who is hired for the position of associate professor or professor repeatedly fails to fulfill his work duties resulting from the conditions intended to ensure the study program, and especially if:

i. does not fulfill the set obligations in publication and scientific research activities in accordance with the criteria of the UCM Scientific Board and the Scientific Board of the Faculty,

ii. performs work for another university in the position of rector, vice-rector, dean, vice-dean, senior employee (pursuant to § 14 and § 32 of the Act on Higher Education) and similar work for a university abroad,

w) if an employee in the position of a university teacher repeatedly fails to comply with the provisions of §3 par. 22 of the work regulations according to the periodic evaluation of the results of scientific and research activities by the UCM Internal Quality Evaluation Board.

x) other actions of the employee, which the rector or dean qualifies as a serious violation of the work discipline.

5) It is mandatory for UCM to negotiate with the UCM trade union in accordance with § 74 of Labor Code the termination or immediate termination of employment, otherwise they are invalid. Trade union is obliged to discuss the termination by UCM within seven working days from the date of delivery of the written request to the UCM and immediate termination of the employment relationship within two working days from the date of delivery of a written request to the UCM. If there is no negotiation within the stated periods, it applies that the negotiations took place.
6) The severity of a specific violation of work discipline according to the degree of culpability and the resulting consequences are assessed by a senior employee.

[6] Directive on the rules of management and use of UCM electronic mail.
[7] UCM directive on Receipt and Handling of Complaints about anti-Social Activity.

7) The proposal for further action against the employee who violated work discipline is discussed by the senior employee with his/her superior and forwards it to the Personal and Legal Department for processing.
8) The notice to a worker assigned to the faculty is given by the dean of the faculty with the written consent of the rector, or the rector of UCM, even in case of the dean's inactivity.

## § 7
## Working time

1) The prescribed weekly working time of an employee is 40 hours per week and is usually spread over 8 hours a day.
2) The working time of university teachers at UCM is planned mainly with regard to the teaching schedule, schedule of consultation hours and work in the science and research section.
3) The internal regulations of the UCM deal with the recording of employee's attendance.
4) Time interval during which employees can take a mandatory rest and meal break for a period of 30 minutes, is set from 11:00 a.m. to 2:00 p.m.
5) Selected workers may be required to work outside of the agreed daily working hours (driver, laboratory assistant, technician, maintenance person).
6) The senior employee can allow his subordinates to work at home "home-office" in the scope of one day a week, usually on Wednesday or Friday. Regulation and execution of work must be documented in writing on the prescribed form.
7) During an extraordinary and crisis situation, state of emergency, state of extreme emergency or critical epidemic situation work at home "home-office" is ordered and directed by the rector's measure, valid for all components of UCM.

## § 8
## Salary and salary requirements

1) Remuneration of UCM employees is regulated by the Act on Remuneration, Government Regulation on catalogs and the Directive on remuneration of UCM employees.
2) 2The UCM is obliged to notify the employee in writing of the amount and composition of the salary at the time of closure of the employment contract, when changing the type of work or every wage adjustment. The salary is due for the past month period, no later than the 15th day of the following calendar month (the payday is determined by the payment schedule).
3) UCM ensures the payment of wages preferably to the employee's account in the financial institution. In exceptional cases, UCM pays the salary at the UCM cash desk or sends it by post.
4) Complaints related to the method and amount of the salary calculation are handled by the relevant payroll office.

5) The UCM may demand the return of the amounts paid without authorization from the employee only when the employee knew or could have assumed that the amount was wrongly determined and did not belong to him/her, including advances that were not used in accordance with the terms of their provision.

## § 9
## Final provisions

1) For details related to labor relations that are not regulated by these work regulations, the provisions of the Law on Execution of Work of Public Interest, Labor Code, the Act on Higher Education, other labor law regulations (e.g. on social insurance, health insurance and others) and internal regulations of the UCM are applied.
2) Unclear and disputed matters arising from employment relations are primarily resolved by agreement. The employee has the right to turn to his/her superior employees or the UCM trade union with a request for an interpretation of the work problem. If an employee and UCM do not reach agreement and the employee claims the right through the court, he/she must not be discriminated for this by the UCM.
3) Changes and additions to these work regulations are approved by the UCM Academic Senate and the UCM Trade union.
4) In case that the legal regulations and the UCM Statute, upon which these work regulations are based, are amended or changed, the modified provision of the relevant legal regulation applies until the time of transferring of this amendment into the work regulations.
5) Upon the entry into force of this work regulations, the existing work regulations, approved by the UCM Academic Senate on June 17, 2014, and which entered into force on June 18, 2014 become invalid.
6) The work regulations were discussed in the UCM trade union organization on June 29, 2021 and approved in UCM Academic Senate on June 29, 2021.
7) The work regulations shall enter into force on July 1, 2021 and become effective on July 1, 2021.

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*UCM Work Regulations, including amendments and supplements, is published in the Slovak language and in other languages in which the UCM conducts its programmes, with the Slovak language text being considered the authentic text.*