### University of Hradec Králové

(hereinafter the UHK), represented by prof. Ing. Kamil Kuča, Ph.D., the Rector, (hereinafter the Employer)

and

# Local Organisation of the Tertiary Education Trade Unions at the University of Hradec Králové

(hereinafter the ZO VOS), represented by the ZO VOS Board (hereinafter the VZO VOS) and Mgr. Josef Lounek, Ph.D., the Chairman,

make the following

## Amendment No. 1 to the 2023-2025 Collective Bargaining Agreement:

#### I. Preamble

- 1. The Parties declare that the 2023-2025 Collective Bargaining Agreement (hereinafter the Agreement) was made between the Employer and the ZO VOS as a trade union in order to secure and confirm the rights, working conditions and terms and conditions of employment of the employees of the University of Hradec Králové to the extent that was agreed between the Employer and the ZO VOS in the collective bargaining process relating the Employer's employees represented by the Trade Union.
- 2. The parties further declare that the Agreement was drawn in accordance with the legislation in force on the date of its making and, in particular, with regard to the Employer's core employees, i.e., the persons with main employment with the Employer.
- 3. In view of the fact that there has been a fundamental change in the legislation of the Czech Republic which could also affect the application of this Agreement, or more precisely, in view of the fact that some provisions of the 2023-2025 Agreement were not negotiated with the intention of applying to the staff performing work under agreements on work performed outside the employment, and such provisions could thus be applied incorrectly or may not be applied at all, the parties agree to make this Amendment to the Agreement.
- 4. In addition, this Amendment to the Agreement will modify the provisions whose wording was not precise enough in the original Agreement and was disapproved by the Regional Labour Inspectorate for the Hradec Králové Region and Pardubice Region (hereinafter the Labour Inspectorate) following an inspection held on 3 May 2023.

#### II. Amendment of the Collective Bargaining Agreement

- 1. The parties agree that the Collective Bargaining Agreement shall be amended as follows:
  - a. Part II. Relations between the Employer and the Trade Unions, paragraph 3 reads as follows:
    - 3. In order to discuss the reduction (due to organizational changes) of the number of employees with main employment with the Employer, the Employer shall submit in writing to the Trade Unions the reason for the change of organization and possibilities of the employees' future employment at the UHK.

- b. Part IV. Labour-law entitlements and conditions, paragraph 3 reads as follows:
  - 3. The Employer undertakes to provide the non-teaching staff with main employment with the Employer 2 weeks of extended leave in addition to their statutory entitlement (see section 213 (1) LC). However, the overall yearly leave shall not exceed 6 weeks.
- c. Part IV. Labour-law entitlements and conditions, paragraph 5 reads as follows:
  - 5. In July and August, the Employer shall determine 4-week holiday taking by the academic staff and 3-week holiday taking by the non-teaching staff with main employment with the Employer.
- d. Part IV. Labour-law entitlements and conditions, paragraph 12 reads as follows:
  - 12. The overall extent of required overtime work may not exceed the average of 8 hours weekly in one calendar year and may not exceed 150 hours in one calendar year.
- e. Part V. Jobs safeguarding, paragraph 2 reads as follows:
  - 2. The Employer undertakes to inform the employee with whom he made employment contract for a definite period of time (if the Employer does not want to extend it) at least 3 months before the end of such employment contract validity. This shall be without prejudice to the validity of the termination of an employment contract for a definite period of time.
- f. Part VI. Wage and wage conditions, paragraph 3 reads as follows:
  - 3. Every employee shall get, on the day of his/her work commencement, his/her employment contract specifying his/her job description, his/her wage determination specifying the wage rate (class, grade), amount of his/her personal incentive bonus, management bonus, and allowance for shift work. The wage determination shall be signed by the responsible employee. The Employer shall inform the employee of any change of his/her wage determination in writing within 30 days from the decision.
- g. Part VIII. Social conditions of employees, paragraph 2 reads as follows:
  - 2. Material and personnel costs of one meal shall be paid by the Employer for all the UHK employees whose employment with the Employer is principal during their work. The meal allowance is provided to employees in the form of a meal allowance lump sum in the form of money paid on payroll to the employees' account.

The other provisions of the Agreement remain unchanged.

#### III. Final Provisions

1.	This Amendment enters into force on the date of approval by the UHK Rector's Board
	and the ZO VOS UHK Committee. This Amendment becomes effective on the date of
	signature.

2. The parties sign this Amendment to the Agreement as evidence of their agreement to its contents.

In Hradec Králové 29. 2. 2024

On behalf of ZO VOS Mgr. Josef Lounek, Ph.D. Chairman, ZO VOS On behalf of the UHK Prof. Ing. Kamil Kuča, Ph.D. Rector, UHK