



ORDERS
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Work order

	He elaborated	He checked	Approved	Number printout:
Function	1. Vice-rector	Representative for IQS	Rector	
Name	Peter Losonczy, Dr.h.c. Ing. PhD., MSc., MBA.	Imrich Dufinec, Dr.h.c. prof. Ing. CSc., MBA.	Marián Mesároš Dr.h.c. prof.h.c. prof. Ing. DrSc. MBA LL.M.	
A date	28/04/2022	29/04/2022	30/04/2022	
Signature				

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1. Instructions for using the order

➤ *Acquaintance*

- the order is an internal documented procedure that is made available to employees on the IQS website in the Moodle system (<https://moodle.vsbm.sk/>)
- every employee who is affected by the given process is obliged to familiarize himself with the content of the order and to familiarize his subordinates with it.
- as long as training is carried out for the given order, the Commissioner for IQS keeps records of this training (record as evidence).

➤ *Storage and manipulation*

- the original of the order in printed form with the signatures of the responsible persons is stored with the Commissioner for IQS, who is responsible for its preservation and controlled changes.
- in addition to the printed original, an electronic original of the current version is also prepared, which is stored at the Authorized Representative for IQS and its backup on a stored portable disk.
- The IQS Plenipotentiary and Vice-Rector for Informatics and Development, who places the documentation there, is responsible for the fact that only the valid version of the rules is available on the USM website.
- The printed order without signature (pdf_format from the page) is a working version that is not subject to changes and in this sense is an informative document for a third party, which can only be accessed with the written consent of the rector.
- the head of the workplace is responsible for the existence of the printed version and for handling it.

➤ *Control*

- senior employees are obliged to consistently demand and control compliance with this order and, upon detection of defects, to remove these defects within their authority.
- in the event that there is a need to change the rules or its appendices, the manager together with the creator of the rules initiates the change, which is carried out in a controlled manner by the Commissioner for IQS in printed and electronic form.

➤ *Changes*

- every employee who discovers the need to change the order or part of it is obliged to submit a request for its revision to the Commissioner for IQS as stated above.
- if the order as a whole, or a part of it, does not fulfill its mission, the executive will submit a proposal for its addition, change, or cancellation, which will be carried out by the Commissioner for IQS in a controlled manner.

2. Purpose

This directive (hereinafter referred to as the D) defines the management procedure regarding the mutual work relations of the employer, which is USM in Košice and its employees.

The D stipulates:

- The form and basic structure of the content of the activity related to the work rules.
- Procedure in the field of management of the relevant activities leading to the fulfillment of the work schedule by both the employer and the employee of USM in Košice.



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- Uniform procedure for approval, review, identification, updating, changes, ensuring availability and readability, download, archiving and shredding of documentation.

3. Scope

This D is valid on the day it is signed by the rector, which is also the day it is issued and applies to all USM employees in Košice.

The work rules of the USM in KE regulate, among other things, labor-legal relations resulting from the management system, the Labor Code, as well as other legislation of the Slovak Republic.

4. Terms and abbreviations

Concepts

- ❑ **Quality management system** – a management system for guiding and managing the organization with regard to quality.
- ❑ **Work rules** - methods and approaches of behavior of the employer and the employee in relation to all internal regulations of the USM in KE, which take into account the legal framework of the organization's management and which are subject to revisions and amendments.
- ❑ **Directive** – defines activities at the level of the company's departments, establishes responsibilities and relations between departments. Ds have an unlimited time effect.
- ❑ **Form** – a form for recording important data that is processed and evaluated during the implementation of processes.
- ❑ **Internal forms** - are those prepared by individual sections of the company to obtain information for planning, management and improvement of QMS.
- ❑ **External forms** - are available in the organizational norms and legal regulations of the governing economic and state bodies, which are prescribed and related to the planning, management and improvement of education processes.
- ❑ **External documentation** – documents of external origin used in the company, e.g. laws, STS, ES, ISO standards, other legal regulations, etc.

Abbreviations

LC- Labour Code

QMS - Quality management system	DD - Director of Department
QM - Quality manual	QC – Quality Commissioner
D – Directive	WD - Work discipline
STS - Slovak technical standard	ES - European standard
USM in KE – University of Security Management in Košice	PD – Personnel department

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F – Form (USM in KE)
ED – External documentation
SHPW – Safety and Health Protection at Work
FP – Fire Protection
PWID and SI – Personnel and Wages Issues Department and Social Issues
ELD and WD – Economy of Labor Department and Wages Department
SA – Sickness Absence

SD - Study Department
VRID - Vice-Rector for Informatization and Development

5. Work Rules of the USM in KE

University of Security Management in Košice (hereinafter referred to as USM in KE) pursuant to § 84 of Act no. 311/2001 Coll. of the Labor Code as amended (hereinafter referred to as "LC"), pursuant to § 12 of Act no. 552/2003 Coll. on the performance of work in the public interest, as amended (hereinafter referred to as "Act 552/2003 Coll."), in accordance with Art. § 15 par. 1 letter d) Act no. 131/2002 Coll. on higher education institutions, as amended (hereinafter referred to as the "Act on Higher Education Institutions"), issues these work regulations.

The work order is drawn up in accordance with LC, the Act on the Performance of Work in the Public Interest, the Act on Universities, Act No. 5/2004 Coll. on employment services and on amendments to certain laws as amended (hereinafter referred to as the "Employment Services Act") and the Statute of USM in KE (hereinafter referred to as the "Statute").

PART I.

Art. 1 Scope of application

1. The work order is binding for the employer and for all his employees who are employed with him. Employees who perform work for the employer on the basis of agreements on work performed outside the employment relationship are covered by the work order only insofar as it follows from its other provisions, from the provisions of labor law regulations and from the concluded agreement. Employees according to § 74 et seq. of the Act on Universities are university teachers, researchers, artists and other employees.



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Art. 2
The right to act in labor relations

1. The rector is the statutory body of the university, he manages it, acts on its behalf and represents it externally. The rector is represented by vice-rectors to the extent determined by the rector.
2. In employment relations, the employer acts on his own behalf and has responsibility arising from these relations.
3. In work relations, he performs legal acts for the employer, which is a legal entity, the rector.
4. Leading employees of the employer, who are its bodies (§ 9, paragraph 1 LC), as well as other employees who are entrusted with management at individual levels of the employer's management, are authorized as the employer's bodies to perform legal acts on behalf of the employer resulting from their functions determined by organizational regulations .

PART II.
EMPLOYMENT

Art. 3
Pre-contractual relations

1. Before concluding an employment contract, the employer is obliged to familiarize the natural person with the rights and obligations resulting from the employment contract, with the working conditions and salary conditions under which he is to perform the work.
2. If the performance of work requires medical fitness for work or mental fitness for work, or another prerequisite according to a special law, the employer 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 prerequisite according to a special law.
3. An employer may conclude an employment contract with a minor only after a prior medical examination of the minor.
4. In order to conclude an employment contract with a minor, the employer is obliged to request the statement of his legal representative.
5. The employer may only require information related to the work to be performed from a natural person applying for a first job. The employer may require a physical person who has already been employed to submit a work report and a certificate of employment.
6. The employer may not require information from a natural person
 - a) about pregnancy
 - b) about family relationships,
 - c) on integrity, with the exception of work in which integrity is required according to a special regulation, or if the requirement of integrity is required by the nature of the work to be performed by the natural person,
 - d) on political, trade union and religious affiliation,



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7. A natural person is obliged to inform the employer about the facts that prevent the performance of work or that could cause harm to the employer, and about the length of working time at another employer, if it is a minor.
8. When hiring a natural person, the employer must not violate the principle of equal treatment when it comes to access to employment (Section 13 paragraphs 1 and 2 LC).
9. If the employer violates the obligations stated in § 41 LC paragraphs 5, 6 and 8 when the employment relationship is established, the natural person has the right to an adequate monetary compensation .

Art. 4
Creation of an employment relationship

1. The employment relationship is established by a written employment contract between the employer and the employee. The employer is obliged to conclude a written employment contract with the employee no later than on the day he starts work. The employer is obliged to issue one written copy of the employment contract to the employee.
2. The law on the performance of work in the public interest regulates the labor law relations of university employees with the employer, unless the law on universities provides otherwise. Labor relations, which are not regulated in these laws, are governed by the Labor Code.
3. If a special regulation provides for election or appointment as a prerequisite for the performance of the function of a statutory body, or the employer's internal regulation provides for the election or appointment as a requirement for the performance of the function of a leading employee in the direct management scope of the statutory body, the employment relationship with this employee is established by a written employment contract only after his election or appointment .
4. The appointment of university teachers and researchers is governed by the provisions of Sections 77 to 80 of the Act on Higher Education. The principles of the selection procedure for filling the positions of university teachers, the positions of researchers, the positions of professors and associate professors and the positions of senior employees are regulated by the employer in a special internal regulation pursuant to § 48 par. 1 letter c) of the Act on Higher Education.
5. Before concluding an employment contract, the employer is obliged to familiarize the natural person with the rights and obligations resulting from the employment contract, with the working and salary conditions under which he is to perform the work. The manager prepares a proposal for hiring an employee with a brief description of the type of work for which the employee will be hired, and submits the complete proposal to the Economic Department of USM in KE no later than 7 days before the employee starts employment.
6. In pre-contractual relations, the employer is obliged to comply with Art. § 41 LC.
7. Sect. § 13 LC enshrines the principles of prohibition of discrimination, which establish the rights of the employee and the obligations of the employer in this area.
8. An employment contract is usually concluded by the employer with an employee who is a citizen of the Slovak Republic and meets the conditions of § 41 par. 2 LC and § 3 Act. 552/2003 Coll.



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9. The employment of foreigners is governed by § 21 to § 24 of the Act on Employment Services.
10. When starting an employment relationship, the employee submits a confirmation of the entrance medical examination according to the nature of the job, a copy of the criminal record (§ 3 of Act 552/2003 Coll.) according to the nature of the job, a confirmation of employment from the previous employer, if it is not an employee who has not yet been employed; proof of your qualifications and experience and a document documenting any period of unemployment. The employment relationship is established from the day that was agreed in the employment contract as the day of starting work.
11. Integrity as a prerequisite for the performance of work in the public interest is proven by an extract from the criminal record no older than three months. In accordance with Act 552/2003 Coll. integrity is demonstrated by all employees of USM in KE, except for employees who perform craft, manual or manipulative work activities with a predominance of physical work.
12. With regard to the nature of the work performed at the USM workplaces in KE, employees in the job classification of porter, informant and cleaners must also prove their integrity.
13. The employer shall agree with the employee on the essential details of the employment contract pursuant to § 43 par. 1 LC, i.e. the type of work for which the employee is hired and its brief characteristics, place of work, day of starting work and salary conditions, if they are not agreed in the collective agreement (hereinafter referred to as the "Collective Agreement"). The employer shall state in the employment contract, in addition to the requirements according to § 43 par. 1 LC also other working conditions, namely pay dates, working hours, vacation amount and length of notice period. If the working conditions according to § 43 par. 1 letter d) and para. 2 agreed in the CC, it is sufficient to provide a reference to the provisions of the CC; otherwise, it is sufficient to provide a link to the relevant provisions of the WL. Other conditions that the participants are interested in can also be agreed in the employment contract.
14. In the employment contract, a trial period can be agreed, which is a maximum of three months in accordance with § 45 LC. The trial period cannot be extended. The probationary period is extended by the time of obstacles to work on the part of the employee. The trial period must be agreed in writing, otherwise it is invalid.
15. The employer shall notify the employee in writing by means of a special salary decree of the amount and composition of the functional salary when concluding an employment contract, when changing the type of work or when adjusting the functional salary.
16. When an employee starts work, the relevant senior employee is obliged to acquaint him with the valid work regulations, with generally binding legal regulations and other regulations relating to the work he performs and with the provisions governing the prohibition of discrimination. The employee of the Occupational Health and Security department in cooperation with the head employee will familiarize the employee with the regulations regarding safety and health protection at work and fire protection (hereinafter referred to as "SHPW nd aFP") upon starting work in the manner and to the extent established by a special regulation. The notification is confirmed by the employee in writing.
17. An employment relationship for a certain period can be agreed upon, or extended by agreement of the participants, only under the conditions established in § 48 LC and pursuant to § 77 to § 80 of the Act on Higher Education.



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18. In order to fulfill their tasks or to ensure their needs, the employer may exceptionally conclude agreements with natural persons on work performed outside of the employment relationship (agreement on the performance of work, an agreement on work activities and an agreement on part-time student work). They are administered by § 223 to 228 LC.

Art. 5
Employment relationship for shorter working hours

1. The employer can agree with the employee in the employment contract shorter working hours than the established weekly working hours.
2. The employer can agree with the employee to change the established weekly working time to a shorter weekly working time and to change the shorter weekly working time to the established weekly working time.
3. Shorter working hours do not have to be spread over all working days.
4. An employee in an employment relationship for shorter working hours is entitled to a salary corresponding to the agreed shorter working hours.
5. An employee in an employment relationship for shorter working hours may not be favored or restricted compared to an employee employed for the established weekly working hours.
6. Part-time employment, in which the range of working hours is less than 20 hours per week, can be terminated by the employer or the employee for any reason or without giving a reason. The notice period is 15 days and begins on the day the notice is delivered.
7. The provisions of ZP § 48 par. 2 to 4, § 62, § 64 par. 1 letter a), b), d) ae), § 71 par. 2, § 73, § 74, § 76 and § 240 par. 7.
8. The employer informs the employees in a comprehensible manner about the possibilities of jobs for shorter working hours and for the established weekly working hours.

Art. 6
Change of agreed working conditions

1. The agreed content of the employment contract can be changed only if the employer and the employee agree on its change (§ 54 LC). The employer is obliged to amend the employment contract in writing.
2. Exceptionally, the employee is obliged to perform work of a different kind or in a different place only in the cases specified in paragraph § 55 LC. The employer can agree on the temporary assignment of an employee to work in another organization with the employee in a written agreement according to § 58 LC. Every change in the employment relationship is carried out in writing by the Economic Department of USM in KE.

Art. 7
Business trip

1. An employer may send an employee on a business trip outside the municipality of the employee's regular workplace or residence for a strictly necessary period only with his



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consent (§ 57 LC). This does not apply if the posting on a business trip results directly from the nature of the agreed type of work or the place of work performance, or if the possibility of being posted on a business trip is agreed in the employment contract. On a business trip, the employee performs work according to the instructions of the senior employee who sent him on the business trip.

Art. 8

Termination of employment

1. The employment relationship can be terminated in the manner and under the conditions detailed in § 59 LC. In particular, we present:
 - agreement on termination of employment (§ 60 LC),
 - notice given by the employer (§ 63 LC),
 - notice given by the employee (§ 67 LC),
 - immediate termination of the employment relationship (§ 68 LC – on the part of the employer, § 69 – on the part of the employee),
 - termination of employment during the probationary period (§ 72 LC).In all the cases mentioned, the employer requires a written form of action. The termination and immediate termination of the employment relationship must be delivered to the other participant, otherwise this legal act is invalid.
The employer can also apply mass dismissals (§ 73 LC).
2. An employment relationship agreed for a certain period of time will end upon the expiry of this period in accordance with § 71 LC. Before the end of the agreed period, an employment relationship agreed for a certain period can also be terminated in other ways specified in § 59 LC. The employer can immediately terminate the employment relationship for a certain period without giving a reason; in such a case, the employee is entitled to wage compensation in the amount of average monthly earnings for the period for which the employment relationship was supposed to last.
3. The employment relationship of a university teacher who does not have the scientific-pedagogical title "professor" or "associate professor" shall end at the end of the period for which the employment relationship was agreed in accordance with § 77 par. 2 of the Act on Higher Education. On the basis of one selection procedure, an employment relationship with such an employee can be concluded for a maximum of five years. The head of the workplace submits the proposal for the tender procedure to the rector.
4. Employment ratio of university teachers in accordance with Art. § 77 par. 6 of the Act on Higher Education will end at the end of the academic year in which they reach 65 years of age, if their employment has not ended according to special regulations (LC). The rector can enter into an employment relationship with a person over 65 years of age for the position of university teacher for a maximum of one year; in this way it is possible to conclude an employment relationship repeatedly.
5. The employee always submits a proposal to terminate the employment relationship in writing through the employer's office. The recipient will confirm the receipt of the submission and the date of its delivery. The employee can also send all his submissions by registered mail to the employer's address. If the proposal to terminate the employment



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relationship is submitted by the employer (head of the workplace), it is also necessary to follow the written form of submission.

6. During the notice period (Section 62 LC), the employee and the employer are still obliged to fulfill all obligations arising from employment relations. During the mentioned period, the employee is obliged to use up the balance of the vacation.
7. If notice is given, the employment relationship will end at the end of the notice period. The notice period pursuant to § 62 LC is the same for both the employer and the employee and is two months. If notice is given to an employee who has worked for the employer for at least five years, the notice period is at least three months.
8. No later than 14 days before the end of the employment relationship, the employee is obliged to inform the immediately superior manager about the status of the performance of assigned tasks. On the last day at the workplace at the latest, he is obliged to hand over tasks, documents and entrusted items belonging to personal equipment, work aids, borrowed books and magazines, personal protective equipment, etc., in a condition corresponding to their wear and tear over time.
9. On the last day of the employment relationship, the employee submits a confirmed exit letter to PWID and SI. If the employee caused damage to the employer during the employment relationship, the head of the workplace shall state this fact in the employee's exit letter.
10. At the end of the employment relationship, the employer is obliged to issue the employee a certificate of employment in accordance with section § 75 LC. At the employee's request, the employer is obliged pursuant to sec. § 75 LC to issue the employee a work report within 15 days of its request. If the employee does not agree with the content of the employment report or the employment certificate and the employer does not correct or complete the work report or the employment certificate at the request of the employee, he can claim in court within a period of three months from the day he learned about their content that the employer be obliged modify them accordingly. The employer is entitled to provide other information about the employee only with his consent, unless a special regulation provides otherwise. The employee has the right to inspect his personal file and make copies of it.

Art. 9 Resignation and severance pay

1. The employer can provide the employee with severance pay if the employment relationship is terminated due to the reasons specified in § 63 par. 1 letter a) to c) LC.
2. Upon termination of the employment relationship, the employee is entitled to severance pay in the amount of at least twice his average monthly earnings, if he agrees to the termination of the employment relationship before the beginning of the notice period for the reasons specified in § 63 par. 1 letter a) to c) LC; an employee who has worked for the employer for at least five years is entitled to severance pay in the amount of at least three times his average monthly earnings for the notice period. If the employee requests the termination of the employment relationship, the employer is obliged to comply with this request.



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3. If, after the end of the employment relationship, the employee rejoins the same employer or his legal successor in the employment relationship before the expiration of the time determined according to the severance pay provided, he is obliged to return the severance pay or its proportional part. The proportional part of the severance pay is determined according to the number of days from resuming employment to the expiration of the time resulting from the provided severance pay.
4. Severance pay does not belong to an employee whose rights and obligations from labor relations are transferred to another employer in accordance with the LC during organizational changes or rationalization measures.
5. The severance pay is paid by the employer after the end of the employment relationship on the next payment date determined by the employer for the payment of wages, if the employer does not agree otherwise with the released employee on the payment of severance pay.
6. At the first termination of the employment relationship after acquiring the right to early retirement pension, retirement pension and disability pension, if the decrease in the ability to perform gainful activity is more than 70%, the employee is entitled to severance pay at least in the amount of his average monthly earnings according to § 134 LC, if he requests the provision said pension before the end of the employment relationship or immediately after it ends.

PART III.
RIGHTS AND OBLIGATIONS

Art. 10
Rights and obligations of employees

The rights and obligations of employees are based on the basic principles stated in Articles 1 to 10 of the WL, § 13, § 47 and § 81 and § 82 of the LC, § 8 to § 10 of Act no. 552/2003 Coll. on the performance of work in the public interest.

Academic freedoms and academic rights are governed by § 4 of the Act on Higher Education.

The use of academic freedoms and academic rights must be in accordance with the principles of democracy, humanity and the legal order. In order to ensure academic rights and freedoms, the inviolability of the academic land of higher education institutions is guaranteed, except in cases of threat to life, health, property or cases of natural disaster. The entry of law enforcement authorities to the academic grounds is authorized by the rector.

Political parties and political movements are not allowed to carry out political activities and establish their organizations on campus.

1. Employees' rights - in accordance with the above, employees have the right in particular to:

- a) require the definition of the rights and obligations arising for them from their work and functional classification,
- b) to demand the creation of conditions necessary for the performance of work tasks within the given possibilities of the employer,



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- c) for timely information about all important decisions of the employer and other measures that relate to their work and have an impact on it,
- d) for pay for work done,
- e) submit initiatives, complaints and comments,
- f) to vote and be elected to the academic bodies and academic functions of the employer in accordance with the Act on Higher Education and the Statute of the Higher Education Institution in KE,
- g) to provide information about the employer's economic and financial situation and the expected development of its activity, in an understandable manner and at an appropriate time; comment on this information and the prepared decisions, to which they can submit their proposals.

2. Rights of senior employees – In addition to the rights of employees, senior employees have the following additional rights:

- a) propose and, after approval, implement organizational changes in your workplace,
- b) propose the creation, change or termination of the employment relationship of subordinate employees in accordance with generally applicable legal regulations,
- c) propose salary classification, other salary details and remuneration of subordinate employees.

3. Duties of employees - an employee in accordance with § 47, § 81 WL and § 8 to § 10 of the Act on the performance of work in the public interest is obliged in particular to:

- a) according to the employer's instructions, perform work personally according to the employment contract during the specified working hours and observe work discipline;
- b) work responsibly and properly, comply with the instructions of superiors issued in accordance with legal regulations;
- c) to be at the workplace at the beginning of working hours, use working hours for work and leave it only after the end of working hours;
- d) comply with legal regulations and other regulations relating to the work performed by him, if he has been properly familiarized with them;
- e) during the period in which, according to a special regulation, he is entitled to income compensation in case of temporary incapacity to work, to follow the treatment regimen determined by the attending physician;
- f) properly manage the funds entrusted to him by the employer and protect his property from damage, loss, destruction and abuse and not to act contrary to the legitimate interests of the employer;
- g) to comply with the Constitution of the Slovak Republic, constitutional laws, laws, other general binding legal regulations and internal regulations and to apply them to the best of one's knowledge and conscience, to respect and protect human dignity and human rights;
- h) to act and make decisions impartially and refrain from doing anything that could threaten trust in impartiality and objectivity when performing work in the public interest proceedings and decision-making,
- i) maintain confidentiality about facts that he learned while performing work in the public interest and which cannot be disclosed to other persons in the interest of the employer, even after the end of the employment relationship, this does not apply if he has been



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relieved of this obligation by a statutory body or a senior employee authorized by him, if a special regulation does not provide otherwise;

- j) to refrain from actions that could lead to a conflict of interests;
- k) not to 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 obligation also applies after the end of the employment relationship;
- l) to refrain from actions resulting from unauthorized promises or obligations binding on the employer;
- m) to ensure economical and efficient management and use of financial resources and equipment entrusted to the employee;
- n) notify a superior, senior employee, or a law enforcement agency of the loss or damage to property owned or managed by the employer;
- o) notify the employer that he has been legally convicted of an intentional crime or that he has been deprived of legal capacity, or that his legal capacity has been limited;
- p) know the tasks, organization of work and the scope of the organizational units in which he is assigned, in accordance with his job classification, know the tasks of the employer to the extent necessary for the performance of his own activity;
- q) fulfill the reporting obligation - notify PWID and SI in writing within three days of any change in personal data, change in insurance relations with the relevant health insurance company, decision to apply for old-age, disability or long-service pension and other facts that are significant for claims from the employment relationship etc., and notify the Department of Labor Economics and Wage Accounts Office (hereinafter referred to as ELD and WD) of facts that affect health insurance and deductible income tax items, report the duration of court-ordered performance, maintenance obligations, etc., for failure to comply with the aforementioned reporting obligation full responsibility of the employee, including possible financial consequences;
- r) when leaving your workplace, always lock the assigned premises and check whether electrical appliances, lighting, closed windows, etc. are turned off, depending on the nature of the workplace;
- s) keep a file agenda in accordance with the employer's file and shredding regulations;
- t) comply with the Act of the Slovak Republic on the Protection of Non-Smokers;
- u) observe the ban on the consumption of alcoholic beverages, drugs and other intoxicants while performing work tasks.

4. Obligations of senior employees - senior employees, in addition to the duties of an employee and the basic duties of senior employees according to § 82 LC, are mainly obliged to:

- a) manage and control the work of employees;
- b) create conditions for hiring employees with altered working ability and employees with altered working ability with more severe disabilities in accordance with the Act on Employment Services;
- c) create favorable working conditions for employees, take care of safety and health protection at work within the scope of their competence;
- d) ensure the participation of newly hired employees in the entrance briefing on SHPW and FP;



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- e) acquaint employees with roles, responsibilities and rights;
- f) assign a tutor to the newly hired employee who will guide him during his adaptation;
- g) assign employees the work agreed in the employment contract, issue them with a written description of the type of work (job content) that falls within the scope of work agreed in their employment contract;
- h) to observe the rules of decency and civil coexistence at the workplace with the aim of creating a favorable working atmosphere, motivating subordinate employees to perform work tasks well;
- i) to create favorable conditions for increasing the professional level of employees and for satisfying their social needs, ensuring compliance with legal and other regulations, in particular leading employees to work discipline, appreciating their initiative and work effort;
- j) to ensure that there are no violations of work discipline and non-fulfillment of work duties;
- k) ensure remuneration of employees according to generally binding legal regulations, collective agreement and employment contract;
- l) familiarize yourself with the USM V KE work order and familiarize your subordinate employees with its content, ensure its public accessibility at the workplace, apply its principles and demand their compliance;
- m) use workplace meetings and employee topics to improve work;
- n) participate at the invitation of meetings organized by the rector, bursar, ensure the implementation of the conclusions of these meetings;

5. Employee Restrictions

- 1) in accordance with § 8 of Act 552/2003 Coll. In particular, the employee must not:
 - a) to carry out an activity that would significantly reduce his dignity in relation to the function performed or threaten his impartiality;
 - b) request or accept gifts or other benefits or induce others to provide gifts or other benefits in connection with and in the performance of work in the public interest; this does not apply in the case of gifts or other benefits provided usually in the performance of work in the public interest or on the basis of the law or by the employer;
 - c) use symbols associated with the performance of work in the public interest for personal gain;
 - d) abusing the benefits resulting from the performance of work in the public interest, even after the performance of such work has ended;
 - e) provide false statements related to the performance of work in the public interest;
- 2) in accordance with § 83 of the Labour Code, an employee may:
 - a) in addition to their employment carried out in an employment relationship, to carry out a gainful activity that is identical or similar to the object of the employer's activity, only with his prior written consent;
 - b) the employer may revoke the consent granted in accordance with the previous paragraph in writing. In the written appeal of consent, the employer is obliged to state the reasons for changing his decision. The employee is then obliged to



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- terminate the gainful activity without unnecessary delay in the manner resulting from the relevant legal regulations;
- c) the restrictions established in paragraphs a) and b) do not apply to the performance of scientific, pedagogical, journalistic, lecturing, literary and artistic activities.
- 3) An employee who arranges several employment relationships with one or more employers may not violate the provisions of Art. 16, point 10 and 11 of these work rules.

PART IV. WORK DISCIPLINE

Art. 11 Violation of work discipline

1. The employer must not consider it a breach of duty if the employee refuses to perform work or comply with an instruction that
 - are in conflict with generally binding legal regulations or with good morals,
 - immediately and seriously endanger the life or health of the employee or other persons.
2. **For a less serious violation of work discipline**, for which the employee may be dismissed in accordance with section § 63 par. letter l e) LC, the employer considers:
 - a) unannounced and unexcused absence from work,
 - b) not using working time,
 - c) violation of binding legal regulations and internal regulations of the employer, which directly apply to the performance of the employee's work according to his employment contract, in a substantial way,
3. **the following to be a serious violation of work discipline**, for which the employment relationship with the employee may be immediately terminated in accordance with § 68 LC:
 - a) non-respect of the ban on the use of alcoholic beverages, drugs or other intoxicants at the workplace, in particular proven inability to perform work duties as a result of the consumption of alcoholic beverages, drugs or other intoxicants with the consequence of immediately disrupting the teaching process or jeopardizing the operation of the workplace and refusing to be examined for the consumption of these substances,
 - b) staying at the workplace for no reason after working hours despite the prohibition of the head of the workplace,
 - c) arbitrarily leaving the workplace during working hours, as a result of which the performance of workplace tasks is seriously disrupted,
 - d) a proven act of violence against a senior employee, co-worker, student, doctoral student or visitor to the employer's premises.



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- e) all thefts, or attempted thefts at the workplace,
 - f) intentional damage to the employer's property.
4. The relevant head of the workplace and the SHPW and FP employee are authorized to instruct the employee to undergo an examination to determine whether he is under the influence of alcohol, drugs or other intoxicants. If the examination confirms the influence of alcohol, drugs or other intoxicants, or if the employee refuses such an examination, it will be qualified as a serious violation of work discipline, for which the employer can terminate the employee's employment.
 5. The employer may terminate the employee for unsatisfactory performance of work tasks, if the employee performs work tasks unsatisfactorily and the employer has asked him in writing to eliminate the deficiencies in the last six months and the employee has not eliminated them in a reasonable time.
 6. If the employer wants to terminate the employee for a violation of work discipline, he is obliged to inform the employee of the reason for the termination and allow him to comment on it.

PART V.
LABOR PROTECTION

Art. 12
Obligations of the employer in the field of labor protection

1. Labor protection is a system of measures resulting from legal regulations, organizational measures, technical measures, health measures and social measures aimed at creating working conditions ensuring safety and health protection at work, preserving the health and work ability of the employee. Labor protection is an integral part of labor relations.
2. Taking care of the safety and health of employees at work and the improvement of working conditions as basic components of labor protection is an equal and inseparable part of the planning and performance of work tasks. Safety and health protection at work is a state of working conditions that exclude or minimize the effect of dangerous and harmful factors of the work process and work environment on the health of employees.
3. Obligations of the employer result from sec. § 47, § 147, § 151 to § 154 LC. The basic tasks of the employer mainly include:
 - a) upon starting employment, familiarize the employee with legal regulations and other regulations to ensure safety and health protection at work, which the employee must comply with during his work;
 - b) take care of creating conditions for safe and health-friendly work and take measures to prevent occupational accidents, occupational diseases, or illnesses arising from the influence of the working environment;
 - c) create conditions for securing the employer's property against damage or theft;
 - d) within the scope of its competence, to consistently ensure the safety and health protection of employees at work and to that end carry out the necessary measures, including ensuring prevention, the necessary means and a suitable system for



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- managing occupational safety; further improve the level of labor protection in all activities and adapt the level of labor protection to changing realities;
- e) other obligations in the field of safety and health protection at work are regulated by a special law.

Art. 13
Rights and obligations of employees in the field of labor protection

1. In addition to the right to ensure safety and health protection at work, employees have the right to information about the dangers arising from the work process and work environment and measures to protect against their effects.
2. Employees are obliged to take care of their own safety and health at work and the safety and health of persons affected by their work. They are obliged to fulfill the tasks in this area, which result from the employer's special regulations and measures adopted for safety and health protection and from the description of work activities.

PART VI.
LIQUIDATED DAMAGES

Art. 14
Preventing damage

1. The employer is obliged to provide his employees with such working conditions that they can properly fulfill their work tasks without endangering life, health and property. If he discovers deficiencies, he is obliged to take measures to eliminate them.
2. In order to protect his property, the employer is entitled to carry out, to the extent necessary, the control of things that employees bring to the workplace or take away from the workplace. During the inspection, regulations on the protection of personal freedom must be observed and human dignity must not be humiliated.
3. The employee is obliged to act in such a way that there is no threat to life, health and damage to property or its destruction, nor unjust enrichment.
4. If there is a risk of damage, the employee is obliged to notify the manager. If an intervention is urgently needed to avert the damage threatening the employer, he is obliged to take action. He does not have this obligation if important circumstances prevent him from doing so or if he would thereby expose himself or other employees or close persons to serious danger. If the employee discovers that he does not have the necessary working conditions, he is obliged to notify the senior employee.



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Art. 15
Liquidated damages

1. The employer is obliged to comply with the provisions of § 179 to § 219 LC and the provisions of Act 514/2003 Coll. on liability for damage caused in the exercise of public authority and on the amendment of some laws as amended.

PART VII.
WORKING TIME AND REST TIME

Art. 16
Working time and obstacles at work

1. The employee's working time is determined in accordance with § 85 LC. The schedule of working hours, its beginning and end, the teaching schedule, as well as work breaks are determined by the employer.
2. The morning shift is a work shift, the majority of which falls between 6 a.m. and 2 p.m. The afternoon shift is a work shift, the majority of which falls between 14:00 and 22:00. The night shift is a work shift, the majority of which falls between 10 pm and 6 am.
3. In principle, the morning shift must not start before 6 a.m., the afternoon shift must not, in principle, end after 10 p.m.
4. The working time of an employee, including overtime, is a maximum of 48 hours per week.
5. Pursuant to § 41 par. 7 LC, a natural person is obliged to inform the employer about the length of working time at another employer, if it is a juvenile.
6. The beginning of working hours at USM V KE workplaces is at 7:00 a.m. and the end of working hours is at 3:00 p.m. The working time of teachers is determined depending on the schedule of teaching hours, the schedule of consultation hours and the fulfillment of other scientific research duties.
7. Working hours during the summer holidays are adjusted from 7:00 a.m. to 3:00 p.m. daily.
8. The start and end of working hours can be adjusted differently for the employee or a shorter working time can be agreed with him. In such cases, the legitimate requirements in accordance with the LC are taken into account.
9. The employee is obliged to be at his workplace at the beginning of the working time and to leave it only after it ends. The head of the workplace is responsible for the use of the working time pool and the recording of working time in accordance with § 99 LC.
10. The limit for negotiating several employment relationships with one employer or with several employers is the observance and use of working hours within each concluded employment relationship, or with every employer whose basic duty is to control its compliance.
11. Pursuant to § 91 par. 1 LC, the employer is obliged to provide an employee whose work shift is longer than six hours, a 30-minute rest and meal break. The employer is obliged to provide a 30-minute rest and meal break to a juvenile employee whose work shift is



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longer than four and a half hours. If it is work that cannot be interrupted, the employee must be provided with adequate time to rest and eat, even without interrupting operations or work.

12. Rest and meal breaks are not provided at the beginning and end of the shift. The time period during which employees can take a mandatory 30-minute break for eating and resting is from 11:30 a.m. to 3:00 p.m., taking into account the specificity of the work - ensuring the pedagogical process and work related to it.
13. Breaks for eating and rest are not included in working time. This does not apply in the case of breaks provided for reasons of ensuring the safety and health of employees at work, which are included in working time.
14. An employee may leave the workplace only with the consent of the immediate supervisor.
15. If the obstacle in the work is known to the employee in advance, he is obliged to ask the manager of the employee in time for the provision of work leave. Otherwise, the employee is obliged to inform his supervisor about the obstacle at work and its expected duration without unnecessary delay. The employee is obliged to prove the obstacle at work in accordance with para. § 144 LC.
16. If an employee has been recognized as unable to work due to illness or injury, he is obliged to notify his manager of this fact immediately and at the same time submit a certificate of temporary incapacity for work (application for sick leave, certificate of the duration of SA, request for income compensation, report on the end of temporary SA). Similarly, during maternity leave, quarantine, treatment of a sick family member, the employee claims benefits from the health insurance on the prescribed forms.
17. Important personal obstacles at work are dealt with in § 141 LC. The employer shall provide the employee with paid or unpaid leave of absence mainly for the following reasons and at least to the following extent:
 - for the examination or treatment of an employee in a medical facility, work leave with wage compensation will be provided for the absolutely necessary time, no more than 7 days in a calendar year, if the examination or treatment could not be carried out outside working hours,
 - additional work leave without compensation will be provided for the time that is absolutely necessary, if the examination or treatment could not be carried out outside working hours,
 - paid leave will be granted for the necessary time for preventive medical examinations related to pregnancy, if the examination or treatment could not be carried out outside working hours,
 - to accompany a family member to a medical facility for examination or treatment in the event of a sudden illness or injury and for predetermined examination, treatment or treatment; leave from work with salary compensation will be granted to only one of the family members for the time that is absolutely necessary, no more than seven days in a calendar year, if the accompanying was necessary and the mentioned actions could not be performed outside of working hours,
 - to accompany a disabled child to a social care facility or a special school; work leave with wage compensation will be granted to only one of the family members for the absolutely necessary time, no more than ten days in a calendar year.



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18. If an employee is entitled to work leave without compensation, the manager is obliged to allow him to work overtime for the missed time (§ 144, paragraph 2 LC), if serious operational reasons do not prevent this.
19. An employee can request for personal reasons to be released from the workplace outside of the reasons listed in § 141 LC. The employee is obliged to work overtime during the time spent outside the workplace.
20. Obstacles on the part of the employer are dealt with according to § 142 LC.

Art. 17
Holiday

1. Under the conditions established in the ZP, the employee is entitled to vacation according to § 100 of the LC. The amount of leave is determined in § 103 par. 1 to 3 LC.
2. The basic amount of leave is at least four weeks. Vacation in the amount of at least five weeks belongs to an employee who completes at least 15 years of employment after the age of 18 by the end of the calendar year. Teachers' vacation is eight weeks in a calendar year.
3. As a rule, the employee is obliged to demonstrate the right to a longer than basic amount of leave (§ 103, paragraph 4 of the LC) upon starting employment, but no later than the end of the calendar year in which he claims the right to a longer leave, otherwise the right to a longer leave to the relevant calendar year the year expires. The usual document is a confirmation of employment from a previous employment relationship.
4. A week of vacation is seven consecutive days (§ 110 LC).
5. The use of leave is determined by the employer after negotiation with the employee according to the leave plan determined with the prior approval of the employee representatives so that the employee can use the leave as a rule in its entirety and by the end of the calendar year. When determining leave, it is necessary to take into account the tasks of the employer and the legitimate interests of the employee (§ 111 LC). Employees and especially teachers preferably take vacation during the main holidays of the relevant calendar year.
6. The employer may, in agreement with the employees' representatives, determine the mass taking of leave if it is necessary for operational reasons and compatible with the interests of the employees. Collective leave may not be more than two weeks.
7. If leave is granted in several parts, at least one part must be at least two weeks in total, unless the employee and employer agree otherwise. The employer is obliged to notify the employee at least 14 days in advance of taking leave. This period may exceptionally be shortened with the consent of the employee.
8. The employer is obliged to compensate the employee for costs incurred through no fault of the employee because the employer changed the use of leave or revoked the employee's leave (§ 112(1) LC).
9. The employer may not determine the taking of leave for the period when the employee is recognized as unable to work due to illness or injury, and for the period during which the employee is on maternity leave and parental leave. During other obstacles to work on the part of the employee, the employer can determine the employee to take leave only at his request.



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10. If, during the employee's vacation, a holiday falls on a day that is otherwise his usual working day, it is not included in his vacation.
11. The employer can determine the employee to take leave, even if he has not yet met the conditions for entitlement to leave, if it can be assumed that the employee will meet these conditions by the end of the calendar year or by the end of the employment relationship.
12. If the employee cannot use up the vacation in a calendar year due to urgent operational reasons or because the employer does not determine its use, or because of obstacles at work, the employer is obliged to provide it to the employee so that it ends no later than the end of the next calendar year. The employer is obliged to determine the employee's use of at least four weeks of vacation per calendar year, if he is entitled to them and if there are no obstacles to work on the part of the employee. If the employee cannot use up the leave for taking parental leave even by the end of the next calendar year, the employer will provide her with unused leave after the end of the parental leave.
13. If the employer assigns an employee additional time off for working overtime or for work on a holiday in such a way that it would fall on a vacation, he is obliged to assign him additional time off for another day.
14. Wage compensation for unused vacation can be provided to the employee only if he could not use the vacation due to the termination of the employment relationship (§ 116 LC). For no other reason, an employee cannot be compensated for unused vacation.
15. The employee is obliged to return the paid wage compensation for the vacation or part of it, to which he lost the right or to which he did not have the right (§ 117 LC). The employer can do this by deduction from the salary even without the employee's consent (§ 131 paragraph 2 letter g) LC).

PART VIII. SOCIAL POLICY

Art. 18 Working conditions and meals

1. Working conditions and living conditions of employees are governed by § 151 LC.
2. The employer creates appropriate working conditions to improve the work culture and working environment and takes care of the appearance and arrangement of workplaces, social facilities and personal hygiene facilities.
3. The employer is obliged to provide employees in all shifts with meals corresponding to the principles of proper nutrition directly at or near the workplaces. It does not have this obligation towards employees sent on a business trip. The employer provides meals mainly by serving one hot main meal, including a suitable drink, to the employee during the work shift in his own catering establishment, in the catering establishment of another employer or through a legal entity or a natural person authorized to mediate catering services. For the purposes of meals, work performance longer than four hours is considered a work shift. If the work shift lasts more than 11 hours, the employer can arrange to provide another hot main meal.



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4. The employer takes care of deepening the qualification of employees or increasing it.
5. The employer is obliged to ensure the safe custody, in particular, of outerwear and personal items that employees usually carry to work. He also has this obligation towards all other persons, if they are active for him at his workplaces.
6. Employee benefits in the event of temporary incapacity for work due to illness, injury, pregnancy, maternity and parenthood, employee benefits in old age, disability, partial disability, survivor benefits in the event of an employee's death, and preventive and medical care are governed by special regulations.
7. If the employee returns to work after the end of the performance of a public function, after training or the employee after the end of maternity leave or parental leave (§ 166 par. I LC) or if the employee returns to work after the end of temporary incapacity for work or quarantine (quarantine measure), the employer is obliged to include him in accordance with sec. § 157 LC to his original work and workplace. If this is not possible because this work is not performed or the workplace is closed, the employer must assign him to another job corresponding to the employment contract.
8. The employer is obliged to comply with all provisions of the Labor Code, which ensure favorable working conditions for women and men taking care of children (§ 160 - § 170 of the Labor Code).
9. The employer is obliged to create favorable conditions for the all-round development of the physical and mental abilities of young employees, including by specially adjusting their working conditions, and to comply with all provisions of legal regulations that prohibit or limit certain types of work, the prohibition of overtime work, night work and on-call work, and to comply with . § 176 LC on conducting entrance and other medical examinations. Young employees are required to undergo specified medical examinations. The conclusion and termination of the employment relationship of juvenile employees is governed by § 172 and § 173 LC.
10. The employer is obliged to keep records of minor employees whom he employs in an employment relationship. The record also contains the date of birth of underage employees.
11. The employer is obliged to create conditions for employees with a changed working capacity in accordance with § 158 LC.

PART IX.
COMPENSATION FOR WORK

Art. 19
Salary and salary issues

1. Remuneration of employees is governed by Act no. 553/2003 Coll. on the remuneration of certain employees for the performance of work in the public interest and on the amendment of certain laws.
2. Amount and composition of functional salary in accordance with Act 553/2003 Coll. the employer is obliged to notify the employee in writing when concluding an employment contract, when changing the type of work or when adjusting the functional salary.



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3. The salary is due for a monthly period. It is paid by the 15th of the following month.
4. If the employee cannot come to the workplace to receive the salary, his salary will be sent two days after the pay date by post to the address of the employee's permanent residence. At the employee's request, salary and other monetary benefits may be paid outside the pay date, only if they are due at the time of the employee's recovery leave. An employee's salary may be paid to another person only on the basis of a written authorization, unless a special regulation stipulates otherwise.
5. Complaints related to the settlement method must be reported to ELD and WD without delay. It is also necessary to complain about the detected differences in the transfer of salary and other monetary payments to the employee's account without delay.
6. Salary deductions can only be made on the basis of an agreement on salary deductions. The employer makes deductions from the salary without the employee's consent only according to sec. § 131 LC.
7. The employer can demand the return of wrongly paid amounts from the employee only in accordance with section § 222 par. 6 LC.

PART X.
DISPUTES AND LEGAL ACTIONS

Art. 20
Complaints, notices and suggestions of employees,
labor disputes, delivery

1. The exercise of rights and obligations arising from labor relations must be in accordance with good morals. No one may abuse these rights and obligations to the detriment of the other party to the employment relationship or co-employees.
2. An employee who feels harmed as a result of non-compliance with the conditions established in § 13 LC can claim his rights in court, including adequate monetary compensation for non-pecuniary damage. If an employee who is considered to have been harmed due to the non-application of the principle of equal treatment proves to the court facts from which it can be deduced that direct or indirect discrimination has occurred, it is the employer's duty to prove that there has been no violation of the principle of equal treatment.
3. The employee has the right to file a complaint with the employer in connection with the violation of rights and obligations established in § 13 par. 1 to 5 LC; the employer is obliged to respond to the employee's complaint without undue delay, to make corrections, to refrain from such action and to eliminate its consequences.
4. The employer may not penalize or disadvantage the employee because the employee is exercising his rights arising from labor relations.
5. If the employee's claim from the employment relationship or from other forms of employment relations has not been satisfied, the employee can contact the rector. In the event of a dispute, the procedure is in accordance with § 14 LC.
6. The employer's documents regarding the creation, change and termination of the employment relationship or the creation, change and termination of the employee's



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obligations arising from the employment contract must be delivered to the employee himself. This also applies to documents related to the creation, changes and termination of rights and obligations arising from the agreement on work performed outside of the employment relationship.

- The employee's documents relating to the creation, change and termination of the employment relationship or the creation, change and termination of the employee's obligations resulting from the employment contract or from the agreement on work performed outside the employment relationship are delivered by the employee at the workplace or as registered mail.
- The employer's or employee's obligation to deliver the document shall be fulfilled as soon as the employee or employer accepts the document or as soon as the post office has returned it to the employer or employee as undeliverable or if the delivery of the document was thwarted by the actions or omissions of the employee or employer. The effects of delivery will also occur if the employee or employer refuses to accept the document.
- The invalidity of a legal act is assessed in accordance with section § 17 LC.

6. Exchange service

Only the Board of Directors of the USM is authorized to approve changes in these regulations, based on the approval of the USM quality representative (QC). The change itself is carried out by VRID. The record of the change is kept by the IQS representative.

7. Related documentation

Labour Code

Law no. 131/2002 Coll. on universities, as amended

Law no. 269/2018 Coll. on ensuring the quality of higher education, as amended

Statute of USM in Košice

8. Attachments

Without attachments

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Dr. hc prof. hc prof. Ing. **Marián Mesároš** , DrSc. DBA MSc. MBA LL.M.
Rector