

**St. Elizabeth University of Health and Social Work  
Bratislava, n. o.**

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**Working Regulations**

**BRATISLAVA 2008**

**Art. I.**  
**Purpose of the regulation**

Rector of the St. Elizabeth University of Health and Social Work (hereinafter referred to as "University") with a view to the effective and uniform implementation of the general principles of Act No. 311/2001 Coll., the Labour Code, as amended (hereinafter referred to as "the Labour Code"), hereby issues the following

**Working Regulations**

This implementing regulation is part of the internal management and control system of the University.

**Art. II.**  
**General provisions**

The University's employment regulations specify employment relations in accordance with general binding legal regulations. It is issued to address the principles of labour law and the principles of labour discipline at the University. All staff must be familiar with these Staff Regulations. This obligation is implemented through the Rector of the University. Employees shall be made aware of these Work Rules upon entering the employment relationship.

**Art. III.**  
**Parties to employment relationships**

**Employer :**

1. In an employment relationship, he acts on his own behalf and has responsibilities arising from that relationship.
2. Legal acts in labour and other relations are performed on behalf of the employer by the Rector at the level of the Rector's Office of the University, and at the level of the management of the faculties by the respective dean.
3. Other employees are authorized to perform employment and other acts only on the basis of a special authorization of the Rector of the University.
4. If a statutory body or an authorised employee has exceeded his or her authority by a legal act in employment relations, the employer shall not be bound by those acts if the employee knew or ought to have known that the statutory body or authorised employee had exceeded his or her authority. The same shall apply if the legal act was performed by an employee who was not authorised to do so by virtue of his office and was not so authorised.

**Employee :**

An employee is a natural person who, in an employment relationship, performs dependent work for an employer under the employer's instructions in return for wages or remuneration. These are employees who are employed by the employer, unless the Labour Code or other legislation provides otherwise. Employees carrying out activities for the employer on the basis of work performance agreements, work activity agreements and student temporary work agreements are covered by the Labour Code only if this is apparent from its other provisions, the labour law or the agreement concluded.

**Art. IV.  
Employment**

**Pre-contractual relations**

Before concluding an employment contract, the university is obliged to acquaint the natural person with the rights and obligations arising for him/her from the employment contract, agreements on work performance, agreements on work activity and agreements on temporary work of students with the working conditions and wage conditions under which he/she is to perform the work. The University may require an individual who has already been employed to submit a work evaluation and a certificate of employment. The natural person shall inform the University of the facts which prevent the performance of the work or which could cause harm to the University and of the length of the employment relationship with another employer.

1. The employment relationship is established by an employment contract between the university and the employee. The employment relationship based on an employment contract shall be established on the date agreed in the employment contract as the date of commencement of work. The University shall be obliged to conclude the employment contract in writing in duplicate, one of which shall be given to the staff member.
2. If the employee fails to report to work on the agreed date without being prevented from doing so by an obstacle to work, the University may withdraw from the contract of employment.
3. The employment contract must contain the necessary elements, which are the type of work and its brief characteristics, the place of work, the date of commencement of work and the wage conditions. The contract of employment must also include the pay period, the working hours, the amount of leave and the length of the notice period, or, where appropriate, the University must give the employee written notice of these other conditions within one month of the start of the employment relationship at the latest. The type of work shall be specified in the employment contract, a brief description of which shall be an integral part thereof.

**Procedure for concluding the employment****relationship Submission of documents by the****employee**

In order to conclude the employment contract, the job seeker is required to submit the following documents :

- ID card,
- proof of education,
- credit for time worked,
- health insurance card,
- proof of medical fitness, if necessary,
- professional CV,
- application for employment.

Before entering into an employment relationship, the job applicant shall submit a criminal record statement to the Personnel and Payroll Department, which must not be older than 3 months.

Every newly hired employee is obliged to submit an employment report from the previous employer within 1 month at the latest after the conclusion of the employment relationship. If the staff member fails to submit a reference from the previous employer, the Human Resources Department must note in the staff file the reason for the failure to submit a reference.

### **Issuance of documents by the employer**

The Human Resources Department is required to provide the employee with:

- employment contract,
- a material responsibility agreement according to function,
- instruction on the prohibition of using University property for private purposes,
- establish the employee's request to have wages deposited into the employee's checking account.

### **Initial training of employees on OSH and OHS**

The Human Resources Department will provide an induction interview for staff on occupational health and safety ( OHS) and fire protection ( FP). The staff member shall confirm the instruction by signing the form. The employer is obliged to ensure that all his employees are retrained within the statutory deadlines.

### **Familiarisation of the staff member with the keeping of attendance records**

The Human Resources Department shall inform the staff member of the method of recording attendance.

### **REGISTRATION OF THE EMPLOYEE WITH SOCIAL AND HEALTH INSURANCE**

The Human Resources Department shall ensure that the employee is registered with the social health insurance scheme. The employee is required to fill in the form "Declaration of Income Tax".

### **Wage and Classification Decree**

The Human Resources Department, on the proposal of the Rector of the University, shall place the employee in the appropriate grade in accordance with the Remuneration Regulations.

### **Job description**

The Human Resources Department will ensure that each newly hired employee is familiarized with the internal regulations of the University. In addition, the staff member, according to

his/her classification, shall receive in within five working days of commencing work, a job description from the relevant employee's line manager.

### **Agreement to change the employment contract**

A change to the contract of employment may only be made in writing by means of an 'Agreement on Change of Contract of Employment' issued by the Human Resources Department.

### **Changes to the employment relationship**

The agreed content of the employment contract can only be changed if the employer and the employee agree to change it. The employer shall be obliged to make the amendment to the employment contract in writing. The employee shall be obliged to perform work of a different type or in a different location from that agreed in the employment contract only exceptionally, in cases of reassignment to a different job, business travel and temporary assignment in accordance with the relevant provisions of the Labour Code.

### **Termination of employment**

Employment may be terminated :

- It's a deal,
- testimony,
- immediate termination,
- by termination during the probationary period,
- the expiry of the agreed period.

An employment relationship may be terminated **by agreement** if the employee and the employer agree to terminate the employment relationship on a certain date. In such a case, the employment relationship ends by agreement within the meaning of Section 60 of the Labour Code. The agreement to terminate the employment relationship shall be concluded in writing in duplicate. One copy shall be given to the employee and the other shall be filed in the employee's personnel file.

Both the employee and the employer may terminate the employment relationship **by giving notice** within the meaning of Sections 61-67 of the Labour Code. The notice of termination must always be given in writing. The period of notice begins on the first day of the calendar month following the date of receipt of the notice of termination. The notice period is the same for both the employer and the employee and is two months. If notice is given to an employee who has worked at the university for at least five years, the notice period shall be three months. The University may terminate the employment relationship within the meaning of Section 63(1)(d)(4) of the Labour Code if the employee is unsatisfactorily performing his/her work tasks and the employer has asked him/her in writing to remedy the deficiencies within the last six months and the employee has not remedied them within a reasonable time. The university may terminate the employment relationship within the meaning of Section 63(1)(e) of the Labour Code if the employee has reasons for which the employer could immediately terminate the employment relationship or for a less serious breach of labour discipline. An employee may be dismissed for a minor breach of work discipline if he or she has been warned of the possibility of dismissal by means of a written notice within the last six months in connection with the breach of work discipline. In the event of termination of employment under

§ 63 (1) (e) of the Labour Code, the employee's immediate superior shall issue a record of the hearing of the breach of work discipline.

**Immediate termination of employment** must be made in writing by both the employer and the employee. The College may terminate the employment relationship immediately within the meaning of Section 68 of the Labour Code. An employee may terminate his/her employment immediately within the meaning of Section 69 of the Labour Code. In the case of immediate termination of employment by the college pursuant to Section 68(1)(b) of the Labour Code, the record of a serious breach of labour discipline shall be part of the termination. In the case of immediate termination of employment by an employee for health reasons, a medical report must be submitted. Immediate termination of the employment relationship shall take effect on the date on which the written notice of immediate termination is delivered to the other party. If the immediate termination of employment is served by post, a self-addressed stamped envelope must be used. In the case of service of an immediate termination of employment by post, the date of termination of employment shall be deemed to be the date of receipt of the document as confirmed by a handwritten signature on the delivery slip, or the date on which the parcel is returned as undeliverable, or the date on which the parcel is returned with an indication of refusal to accept it. Where the immediate termination of employment is handed over in person, if the employee refuses to accept it in the presence of two witnesses, the immediate termination of employment shall be deemed to have been delivered on the date of refusal.

**Termination during the probationary period** may be terminated by both the employee and the employer in writing for any reason or for no reason at all only if the notice is delivered to the other party at least three working days before the date on which the employee wishes to terminate the employment relationship. The notice of termination shall normally be given to the employee at least three calendar days before the date on which the employment is to be terminated.

**At the end of the agreed period**, if the employment relationship was agreed for a fixed period.

### **Procedure for termination of employment**

The employee may apply for termination of employment by mutual agreement or give notice of resignation. Prior to termination of employment, the Human Resources Department shall issue the employee with an exit letter, which shall be signed by the employee's immediate supervisor confirming whether or not the employee has any outstanding obligations to the University. The Human Resources Department is obliged to establish, in cooperation with other departments, whether the University has a claim on the staff member. If the staff member has outstanding debts to the University, he shall enter into a settlement agreement. In the absence of an agreement, the department concerned shall submit all recovery materials to the Legal Service. At the request of the staff member or the new employer, the Human Resources Department shall arrange for an employment report to be drawn up, including the reason for the termination of the employment relationship.

### **Art. V. Duties of employees**

1. To work conscientiously and properly to the best of his/her abilities, knowledge and skills, to carry out orders and instructions from superiors issued in accordance with generally binding legislation and to observe the principles of cooperation with other employees.
2. To make full use of working time to carry out the work arising from the employee's job description, to perform work tasks in a quality, economical and timely manner.
3. Being ready to work at your workplace at the beginning of your working hours and not leaving your workplace until after the end of your working hours.

4. Not to leave the workplace arbitrarily during working hours.
5. Comply with the legal and other regulations applicable to the work they perform, of which they have been duly informed.
6. To properly manage the funds entrusted by the employer, to guard and protect the employer's property from damage, loss, destruction and misuse and not to act contrary to the legitimate interests and decisions of the employer.
7. Comply with occupational health and safety ( OHS ) and fire protection ( F.P.S. ) regulations. Report all work and non-work related accidents, including minor injuries, immediately to immediate supervisor.
8. Not to consume alcoholic beverages and intoxicants at the employer's workplace during working hours, not to start work under the influence of an alcoholic beverage, to observe the ban on smoking at workplaces and in work areas.
9. Submit to an alcohol or other drug screening ordered by the President of the University.
10. To alert the appropriate senior member of staff to threatened damage to health or property and to take action against the threatened damage, unless prevented by an important circumstance or unless by doing so he or she places himself or herself or another person at risk.
11. Not to be on campus after working hours unless directed in writing by the appropriate supervisor to work overtime.
12. Record your arrival at and departure from the workplace in the attendance book.
13. Report suspected criminal activity.
14. Familiarise yourself with and comply with regulations relevant to the performance of the job ( employment contract, job description, internal guidelines ).
15. Report any changes to personal information to the Human Resources Department.
16. Continuously work on your professional development by acquiring knowledge in various forms, improving your qualifications and passing qualification exams.
17. Respect the principle of confidentiality of information used in professional relations.

#### **Art. VI. Duties of senior staff**

The duties of senior staff are general duties applicable to all employees, duties arising from general binding legislation and internal regulations, with particular emphasis on:

1. Managing, controlling and evaluating the work of the employees under them.
2. Consistent attention to quality and efficient organisation of work.
3. Creating the conditions for ensuring OSH and OHS.
4. Management of employees subject to labour discipline and the immediate imposition of sanctions for breaches of labour discipline.
5. Ensuring that staff remuneration is consistently in line with the Remuneration Code.
6. Familiarising new employees with the requirements of their job, with the generally binding legal regulations relating to the work they do, with applicable internal directives and regulations and the provision of personal protective equipment necessary for the performance of work.
7. Briefing newly recruited staff on their job description and ensuring that the job description, signed by the staff member concerned, is delivered to the Human Resources Department for filing in their personnel files.

8. Fulfillment of permanent and nominal tasks set by the Rector of the University.
9. Ensuring that timely and effective measures are taken to protect University assets.
10. Ensuring that there are no breaches of work discipline.

#### **Art. VII.**

#### **Penalties for breaches of work discipline**

A serious breach of work discipline is:

1. The presence of an employee under the influence of alcohol or drugs. The consequence is immediate termination of employment in accordance with Section 68(1)(b) of the Labour Code.
2. Refusal to submit to a test to prove the use of alcohol or drugs. This shall result in immediate termination of employment in accordance with Article 68(1)(b) of the Labour Code.
3. Theft, embezzlement, or attempted theft of employer's property use of employer's property for private purposes, or other intentional act by an employee that results in the destruction, damage, or diminution of employer's property. The consequence is immediate termination of the employment relationship in accordance with Section 68(1)(b) of the Labour Code.
4. Unexcused absence (even for one working day) is punishable by a reduction of two days of recovery leave within the meaning of section 109(2) of the Labour Code and the possibility of immediate termination of the employment relationship within the meaning of section 68(1)(b) of the Labour Code.
5. Deliberate avoidance of qualifying examinations (at least twice during the assessment period) with the possibility of immediate termination of employment under section 68(1)(b) of the Staff Regulations.
6. Bringing alcoholic beverages and intoxicants into the employer's workplace by an employee. The consequence is immediate termination of employment in accordance with Section 68(1)(b) of the Labour Code.
7. Failure to obey a superior's instruction or order arising from the job assignment may result in immediate termination of employment in accordance with section 68(1)(b) of the Labour Code.
8. Providing false information to the employee's supervisor is considered a serious breach of labour discipline resulting in immediate termination of employment in accordance with Section 68(1)(b) of the Labour Code.

#### **Art. VIII.**

#### **Minor breaches of work discipline**

An employee may be dismissed for a minor breach of work discipline if he or she has been warned in writing of the possibility of dismissal within the last six months in connection with the breach of work discipline. A minor breach of work discipline is considered to be a minor breach of work discipline in the conditions of the university:

1. Violation of occupational health and safety and fire protection regulations. Upon the first detection of non-compliance with OSH and OHS regulations, the employee is sent a written warning for violation of work discipline with the possibility of termination pursuant to Section 63(1)(e) of the Labour Code.
2. Performing poor quality work and insufficient intensity of work required in the workplace. At the first detection, the employee is sent a written warning for violation of labour discipline with the possibility of termination of employment pursuant to Section 63(1)(e) of the Labour Code.
3. Failure to comply with the internal guidelines of the University. At the first detection, a written warning is sent to the employee for violation of work discipline with the possibility of termination under § 63 (1) (e/ ZP.
4. Intentional defamation of the reputation of the University. When first detected, the employee is sent a written warning for violation of work discipline with the possibility of termination under § 63 (1) (e/ ZP.
5. Failure to comply with the established working hours - Failure to comply with the established working hours shall be deemed to be:
  - arriving late to the workplace in unjustified cases,
  - early departure from the workplace without the consent of the immediate superior,
  - exceeding the prescribed meal and rest breaks,
  - leaving the workplace without the knowledge of the immediate supervisor.

Upon the first detection of non-compliance with the established working hours, the employee is sent a written warning of a breach of labour discipline with the possibility of termination of employment pursuant to Section 63(1)(e) of the Labour Code.

### **Art. IX Working time**

Working time is the period of time during which an employee is at the employer's disposal, performs work and carries out duties in accordance with the employment contract. Rest period means any period of time that is not working time. For the purposes of determining the extent of working time and the distribution of working time, a week is 7 consecutive days. Working time shall not exceed 8 hours in any 24-hour period. The extent of teaching activity per semester/week for teaching staff and research staff is regulated by Article 50(3) of the Statutes of the University. The weekly working time of HEI teachers is 37.5 hours. The working time of a staff member shall be a maximum of 40 hours per week. An employee whose working time is so arranged that he regularly works alternately in both shifts in a two-shift operation shall have working time of not more than 38 and  $\frac{3}{4}$  hours per week in all shifts, in a three-shift operation or in a continuous operation he shall have working time of not more than 37 and  $\frac{1}{2}$  hours per week. A juvenile employee under 16 years of age shall have working hours of not more than 30 hours per week, even if he works for more than one employer. A juvenile employee over 16 years of age shall have working hours of not more than 37 and a half hours per week, even if he works for more than one employer. The working time of a juvenile employee may not exceed 8 hours in any 24-hour period. An employee's working time, including overtime, shall not exceed 48 hours per week. The employer shall decide on the working time, including the determination of the end and beginning of the working time.

The distribution of working time may be :

- Even distribution of working time. In the case of an even distribution of working time between weeks, the difference in the length of working time attributable to each

weeks not exceeding three hours and working hours on individual days not exceeding 9 hours. In doing so, the average weekly working time shall not exceed the limit for the weekly working time laid down in a given period, normally a fortnight. In the case of an even distribution of working time, the University shall in principle distribute the weekly working time over five working days per week.

- Uneven distribution of working time. If the nature of the work or the conditions of the operation do not permit the hours of work to be spread evenly over the weeks, the University may spread the hours of work unevenly over the weeks, up to a maximum of four months. In the case of activities where the need for work varies throughout the year, the employer may spread the working time unevenly over a period not exceeding 12 months. Where working time is irregularly distributed over the weeks, the weekly working time may not exceed the weekly working time laid down in the agreed period. In any event, such staggering of working time may only be carried out by the University in agreement with the staff of the University.

### **Art. X.**

#### **Start and end of working time**

A working shift is the part of the established weekly working time that an employee is obliged to work within 24 consecutive hours on the basis of a predetermined shift schedule and a break in work... The beginning and end of the working time and the shift schedule shall be determined by the employer. This determination need not be uniform for all employees. The employer may divide the working time of the same shift into two parts. The start and end of the working time of employees classified in the THP category within the University shall be from 7.30 a.m. to 4.00 p.m. Exceptions to this rule shall be approved by the Rector of the University. A change in working hours must be approved in writing by the Rector of the University. Employees who are remunerated by hourly pay and are classified in Grades 1 to 6 of the University's Pay Regulations shall have their monthly pay modified according to the actual number of hours worked in the relevant month. For employees paid by time, their monthly tariff wage shall be set as a pro rata of the tariff wage according to the weekly working time set by the employer and the maximum permissible weekly working time determined by the CE. The employer shall be obliged to provide an employee whose working shift is longer than six hours with a rest and meal break of 30 minutes. An employer shall provide a rest and meal break of 30 minutes to a juvenile employee whose working shift is longer than four and a half hours. In the case of work which cannot be interrupted, the employee must be provided with adequate rest and meal periods even without interruption of work. The staff member shall not leave his workplace arbitrarily during the break without the consent of the competent manager and shall use the time for rest and eating. Rest and meal breaks shall not be counted as part of working time and shall not be granted at the beginning or end of a shift. However, breaks taken to ensure the health and safety of employees at work shall be counted as part of working time. Other breaks shall not count towards working time and must be made up. The morning shift must not start before 6. hour, the afternoon shift may not in principle end after 22:00. Exceptions may be made only if it is necessary for the employer to do so in order to ensure the performance of his duties. The Rector of the University may, if necessary, distribute an employee's working time unevenly and, if the conditions of the establishment so require, the employer may order the employee to work on Saturdays, Sundays or other days off.

## **Working overtime**

Overtime is work performed by an employee at the written direction of the University president or with his/her approval in excess of the designated weekly work hours. In the case of an employee working less than the established weekly working hours, overtime work is work in excess of his/her weekly working hours. Such an employee may not be ordered to work overtime. Overtime may be ordered only in exceptional cases where there is a n urgent operational interest and in accordance with the Conditions of Employment. No more than 150 hours of overtime may be ordered per calendar year. The employer may, for serious reasons, agree with the employee to perform overtime work in excess of the limit laid down in the Conditions of Employment up to a maximum of 250 hours. per year. An employee may not work overtime for more than an average of 8 hours per week in a period of no more than 4 consecutive months.

## **Night work**

Night work is work performed between the hours of 10 pm and 6 am. A night worker is an employee who performs work which requires that it be regularly carried out at night for a period of at least three consecutive hours or who is likely to work at least 500 hours at night in a year.

- The University is required to ensure that an employee working at night has a medical assessment to assess their fitness to work at night,
- before being assigned to night work,
- regularly as required, at least once a year,
- at any time during the assignment to night work due to a medical disorder caused by the performance of night work,
- if a pregnant woman or the mother of a child under nine months old so requests.

The cost of such medical fitness assessments shall be borne by the University. The University shall ensure that night staff have occupational safety and health protection appropriate to the nature of their work and that protective and preventive equipment relating to occupational safety and health is available at all times to night staff and is equivalent to that available to other staff. The University shall be obliged to arrange the weekly working time of night workers so that the average length of a shift does not exceed eight hours in any period of not more than four consecutive calendar months, the average length of a night worker's shift being calculated on the basis of a five-day working week.

The working time of an employee performing heavy physical work or heavy mental work or work which could endanger life or health shall not exceed eight hours in any 24-hour period. The University, in agreement with the employees' representatives, shall define, in accordance with legislation to ensure occupational safety and health, the scope of heavy physical work or heavy mental work or work which could endanger life or health.

## **Working emergency**

The Rector of the University may order an employee to be on call for a maximum of 8 hours per week or 36 hours per month and a maximum of 100 hours per calendar year. In excess of this, on-call duty is only permissible with the agreement of the employee. This agreement must be in writing and must be signed by the Rector of the University or his/her delegate.

### **Continuous daily rest**

The University is required to schedule work hours so that an employee has a minimum of 12 consecutive hours of rest between the end of one shift and the beginning of the second shift and over a 24-hour period, and a juvenile employee has at least 14 hours of rest over a 24-hour period. This rest period may be reduced to up to eight hours for an employee over 18 years of age in the event of an emergency. In other cases, the University may reduce this rest period only with the agreement of the employee.

### **Continuous rest in a week**

The University is required to schedule working hours so that the employee has two consecutive days of uninterrupted rest per week, which must fall on Saturday and Sunday or Sunday and Monday. Where the nature of the work and the conditions of the establishment do not permit such a distribution of working time, two consecutive days of uninterrupted rest per week shall exceptionally be granted on other days of the week.

If, for operational reasons, it is not possible to allocate working time according to the above, the University may, in consultation with the employees' representatives or by agreement with the employee over 18 years of age, allocate working time so that the employee has at least 24 hours of uninterrupted rest per week, which should fall on a Sunday.

### **Salary**

The conditions, amount, maturity, wage supplements and wage compensation shall be governed by the Remuneration Regulations.

### **Labour protection**

Occupational protection is a system of measures, resulting from legislation, organisational measures, technical measures, health measures and social measures aimed at creating working conditions ensuring safety and health protection at work, preserving the health and working capacity of the employee. Labour protection is an integral part of employment relations.

### **Staff complaints, communications and suggestions**

If there are deficiencies or errors in the workplace, or if the employee feels that his/her rights have been violated, he/she has the right to request in writing an explanation from his/her immediate superior and, if his/her rights have been violated, to seek redress. The same applies after a complaint for improvement of work.

In the case of errors, shortcomings that are not competent to be solved by the direct supervisor, the employee turns to the rector of the university.

The responsible employee who receives such a complaint is required to deliver it to the University Human Resources Department for filing and resolution, along with a proposal for resolving the issue. The relevant line manager or the Principal of the University must respond to the complaint received within 14 days and file a copy of the response with the Human Resources Department.

### **Labour disputes**

Employer-employee disputes and employment claims are resolved in the workplace, avenues for conciliation are sought, and if that does not happen, then the courts decide.

### **Delivery**

Letters from the University concerning the commencement, change and termination of employment or the commencement, change and termination of the employee's obligations under the employment contract and agreements must be hand-delivered to the employee. The employer shall deliver the documents to the employee at the place of work, at the employee's home or wherever he or she may be found by the employer. If this is not possible, he shall deliver the letter by post.

Letters received by mail shall be sent by the University to the employee's last known address as a certified mail, return receipt requested, and marked "hand delivery" - return receipt requested. The University's obligation to deliver a document is satisfied as soon as the employee has received the document or as soon as it has been returned to the University by the post office as undeliverable, or if the employee, by act or omission, has frustrated the delivery of the document or has refused to accept receipt of the document. A submission which has been refused by a member of staff in the presence of at least two witnesses shall also be deemed to have been served and shall be recorded on the document and signed by two witnesses.

### **Representation**

#### **Representing the university externally**

The Rector of the University or another employee is authorised to act on behalf of the University externally on the basis of a power of attorney.

#### **Representation of staff within the University**

In the event of a long-term absence of a senior employee from work / e.g. long-term incapacity to work exceeding two months, maternity, further maternity or parental leave, or other serious reasons /, or in the event of vacancy, the Rector of the University may in writing entrust the employee with the management of the relevant department and the performance of activities according to the job description of the employee being replaced. The delegation shall be limited in time to the period when the reason for replacing the head of the staff member ceases to exist. This period must be specified in the delegation and the date on which the delegation takes effect. The delegation shall be made in duplicate by the member of staff responsible, one copy being issued in the form of an official letter to the staff member.

The written authorization is issued by the Rector of the university. The employee entrusted with representation is obliged to inform his/her superior employee, or the person who entrusted him/her with the representation, about the status of performance of the tasks resulting from the representation.

**Art. XI.**  
**Recovery leave**

1. An employee who has worked at a university is entitled to annual leave or a pro rata amount of leave if the employment relationship has not lasted continuously for a full calendar year. The day on which the employee has worked the major part of his shift shall be deemed to have been worked; parts of shifts worked on different days shall not be added together. The pro rata part of the leave shall be one-twelfth of the annual leave for each calendar month of continuous employment in the same job. Before taking leave, the staff member shall complete a leave form to be signed by the Rector of the University or his/her delegate. For teaching staff, the Rector and, at the Faculty, the relevant Dean of the Faculty shall approve the taking of leave.
2. The basic amount of leave under Section 103 of the Labour Code is four weeks. Leave of five weeks shall be granted to an employee who, by the end of the calendar year, has completed at least 15 years of employment after the age of 18. Leave for university teachers shall be eight weeks per calendar year. An employee who performs work that is particularly difficult or harmful to health is entitled to one week's additional leave under section 106 of the Labour Code. The additional leave may not be compensated for by pay; it must be taken in priority.
3. The duration of leave shall be determined by the employer in accordance with the leave schedule so that the employee may take leave, as a general rule, in full and before the end of the calendar year. In determining the leave plan, account shall be taken of the employer's tasks and the legitimate interests of the employee. Where an employee is granted leave in several parts, at least one part shall be for at least two weeks, unless the employee agrees otherwise with the employer. The employer shall give the employee at least 14 days' notice of the specified period of leave. The employer shall be liable to compensate the employee for the costs incurred through no fault of the employee because the employer has changed the period of leave fixed for the employee or has withdrawn the employee from the leave. The employer may not fix the taking of leave for a period when the employee is recognised as incapable of work due to illness and the employee is on maternity, further maternity or parental leave. The employer may designate the taking of leave for the period of any other impediment to work on the part of the employee only at the employee's request. If the employee requests the employer to grant leave to follow immediately after the end of maternity, other maternity or parental leave, the employer shall be obliged to comply with such a request.
4. An employer may grant leave to an employee even if he or she has not yet fulfilled the conditions for entitlement to leave, if it can be assumed that the employee will fulfil those conditions by the end of the calendar year or by the end of the employment relationship, as the case may be. If the employee has been unable to take the leave during the calendar year for urgent operational reasons or because the employer has not arranged for the leave to be taken or because of an obstacle to work, the employer shall be obliged to grant the leave to the employee so that it expires by the end of the following year at the latest. However, the employer shall be obliged to designate the employee to take at least two weeks of leave in a calendar year if he is entitled to it.
5. The employee is entitled to a wage replacement for the used leave in the amount of his average earnings § 116 ZP para.1. Wage compensation for untaken leave may be

granted only if the employee could not take the leave due to termination of employment pursuant to Section 116 of the Labour Code. The employee shall be entitled to wage compensation in the amount of his average earnings in accordance with Section 116 of the Labour Code for the leave or part thereof which the employee was unable to take.

6. An employee who misses a shift without a valid excuse may have his or her leave reduced by one to two days. Unexcused absences of shorter portions of individual shifts shall be cumulative.
7. An employee who is entitled to leave in the calendar year concerned shall have his leave reduced only for reasons arising in that year.

## **Art. XII. Care for employees**

1. To improve the work culture and working environment, the employer University shall create appropriate working conditions and take care of the appearance and arrangement of workplaces, sanitary facilities for personal hygiene.
2. The employer shall provide employees with meals that comply with the principles of good nutrition at or near the workplace during all shifts. It does not have this obligation in respect of employees sent on mission.
3. The employer is obliged to take care of the employees' further qualification or improvement of their qualification.
4. For an employee who enters the employment relationship without qualifications, the employer shall ensure the acquisition of qualifications by training or apprenticeship. On completion of the training or apprenticeship, the employer shall issue the employee with a certificate to that effect.
5. The employee is obliged to continuously improve his/her qualifications for the performance of the work agreed in the employment contract. Further training is also the maintenance and renewal of qualifications. The employer is entitled to oblige the employee to participate in further training in order to improve his/her qualifications. Participation in training is performance of work for which the employee is entitled to wages.
6. The employer may conclude an agreement with the employee whereby the employer undertakes to enable the employee to upgrade his/her qualifications by providing time off work, wage compensation and reimbursement of other costs associated with the studies, and the employee undertakes to remain employed by the employer for a certain period of time after the completion of his/her studies or to reimburse the employer for the costs associated with his/her studies, even if the employee terminates his/her employment before the completion of his/her studies. The agreement must be made in writing. Employees must store the items they normally bring to work in cupboards or desks, lock cupboards and desks and not leave keys in the lock when they are absent. If a cupboard or desk is not available, employees shall store their belongings in a place designated by the employer for that purpose and shall comply with the employer's arrangements for their safe custody (e.g. locking the room whenever they leave it, etc.). The employer shall provide security measures (locks on cupboards, desks on desks, locks on desks on desks, locks on rooms, etc.) in a timely manner.
7. If an employee brings items to work that employees do not normally bring to work , e.g. jewellery, valuables and money, the employee shall ask his/her manager to allow him/her to store them in a safe or secure area until the end of working hours. It shall be taken into and released from the safe deposit box on the basis of a written receipt.

**Art. XIII.**  
**Liability of the employee for damages**

An employee of the University shall be accountable to the employer :

- for damage caused to it by culpable misconduct in the performance of its duties or in direct connection therewith,
- for failure to comply with the duty to avert damage,
- for the shortfall in the entrusted values, which he is obliged to account for on the basis of the concluded agreement on material responsibility. Agreements on material liability for the values entrusted to the account (cash, material stocks, valuables, goods, etc.) shall be concluded in writing,
- for the loss of items entrusted to him/her by written confirmation for the performance of his/her duties ( e.g. tools, apparatus, etc. ).

The employer is obliged to claim compensation from the employee for damages for which the employee is liable to the employer. The responsible employee shall immediately report the damage to his or her immediate superior. The amount of compensation claimed must be notified to the employee responsible for the damage, as a general rule, within one month of the date on which it is established that the damage has occurred and that the employee is responsible for it. If the employee acknowledges his or her obligation to make good the damage, the employer shall conclude a written compensation agreement with the employee.

**Art. XIV.**  
**Employer's liability for damages**

The employer shall be liable to the employee for damages incurred :

- in the performance of work tasks,
- occupational accidents and diseases,
- on discarded items,
- in averting harm.

The staff member shall immediately report the damage to his line manager. In the case of damage to stored property, he shall report the damage immediately, and at the latest within 15 days of the date on which he became aware of the damage, otherwise his right to compensation shall be extinguished. In the notification, the staff member shall state how the damage was caused and other relevant details according to the nature of the case, in particular the names of witnesses.

**Art. XV.**  
**Procedure for accidents at work**

The staff member who witnesses the accident or first becomes aware of it shall arrange for medical treatment and notify the supervisor if the injured person is unable to do so himself.

The senior member of staff shall check whether medical treatment has already been arranged or arrange it himself.

The employee's supervisor shall arrange for a record of the work-related accident to be written within two days at the latest, a copy of which shall be given to the injured employee. If an accident occurs on University premises at a time when it is not possible to arrange for a record to be made, the accident shall be reported to the University porter or the member of staff on duty. If the injury occurs off University premises, the employee must, in his/her own interest, secure evidence that the injury occurred in the course of or directly related to the performance of his/her job duties.

An employee shall also report to his/her line manager an accident at work which has not caused him/her any incapacity for work or has only caused incapacity for work of less than one day. The employer shall keep a record of such accidents in an accident book.

### **Art. XVI. Final provisions**

The working regulations are binding for all employees of the University.

It is the responsibility of the Human Resources Department to monitor compliance with these working rules. Failure to comply with the Work Rules shall be classified as a breach of labour discipline with the consequences set out therein. The Staff Regulations may be amended only in writing.

The contents of the Regulations will be made known to all employees of the University and will be available for inspection in the Human Resources Department.

These working regulations come into force after the statement of the AS HEI and take effect on the date of signing by the rector of the university. The AS of the HEI expressed its opinion on the Work Regulations on 9 April 2008.

On the date of entry into force of these Staff Regulations, the previous Staff Regulations

shall be repealed. Bratislava, 15 April 2008

.....  
prof. MUDr. Vladimír Kréméry, DrSc.  
rector

.....  
doc. MUDr. Mária Mojžešová, PhD.  
President of the AS

**Criteria and supporting documents required to meet the criteria for appointment to the post of DOCENT at St Elizabeth's University of Health and Social Work in the fields of: nursing, public health and social work (§ 12 (h) of Act No. 131/2002 Coll.) - approved by the Scientific Council of the St. Elizabeth University of Health and Social Work on 30 March 2022**

**in connection with § 77 (1) of the amendment to Act No.131/2002 Coll,**

	<b>NURSING</b>	<b>PUBLIC HEALTH</b>	<b>SOCIAL WORK</b>
<b>Pedagogical activities</b>	<ul style="list-style-type: none"> <li>• Carrying out teaching activities for at least 3 years between obtaining a third-level university degree and being appointed to the post of associate professor; <b>1)</b></li> <li>• Academic degree "doctor" ("philosophiae doctor", abbreviated "PhD. ") or candidate of sciences (CSc.),</li> <li>• the exercise of professional activities for a period of at least 3 years</li> <li>• At least 3 years teaching experience</li> </ul>	<ul style="list-style-type: none"> <li>• Carrying out teaching activities for at least 3 years between obtaining a third-level university degree and being appointed to the post of associate professor; <b>1)</b></li> <li>• Academic degree "doctor" ("philosophiae doctor", abbreviated "PhD. ") or candidate of sciences (CSc.),</li> <li>• the exercise of professional activities for a period of at least 3 years</li> <li>• At least 3 years teaching experience <b>1)</b></li> </ul>	<ul style="list-style-type: none"> <li>• Carrying out teaching activities for at least 3 years between obtaining a third-level university degree and being appointed to the post of associate professor; <b>1)</b></li> <li>• Academic degree "doctor" ("philosophiae doctor", abbreviated "PhD. ") or candidate of sciences (CSc.),</li> <li>• the exercise of professional activities for a period of at least 3 years</li> <li>• At least 3 years teaching experience</li> </ul>
<b>Scientific research and publication activity, acclaim, etc.</b>	<p>Author of at least 30 scientific and professional papers in extenso in peer-reviewed professional or scientific journals, proceedings. Of which:</p> <ul style="list-style-type: none"> <li>• at least 5 scientific papers in journals indexed in Web of Science, Scopus, ERIH plus</li> <li>• in at least 10 publications as first author <b>1)</b></li> </ul>	<p>Author of at least 30 scientific and professional papers in extenso in peer-reviewed professional or scientific journals, proceedings. Of which:</p> <ul style="list-style-type: none"> <li>• at least 5 scientific papers in journals indexed in Web of Science, Scopus, ERIH plus</li> <li>• in at least 10 publications as first author <b>1)</b></li> </ul>	<p>Author of at least 30 scientific and professional papers in extenso in peer-reviewed professional or scientific journals, proceedings. Of which:</p> <ul style="list-style-type: none"> <li>- at least 5 scientific papers in journals indexed in Web of Science, Scopus, ERIH plus</li> <li>- minimum of 10 publications as first author <b>1)</b></li> </ul>
	or chapter in a monograph - In case of co-authorship, indicate the percentage of the applicant's share	or chapter in a monograph. In the case of co-authorship, indicate the percentage of the applicant's share	Author or co-author of at least 1 monograph or chapter in a monograph. In the case of co-authorship, indicate the percentage of the applicant's share
	cripts or university textbook). In the case of co-authorship, indicate the applicant's percentage share	(scripts or university textbook) In case of co-authorship, indicate the percentage share of the applicant	(scripts or university textbook) In case of co-authorship, indicate the percentage share of the applicant
	A minimum of 30 citations, including: <ul style="list-style-type: none"> <li>• at least 5 are registered in the Web of Science or SCOPUS, ERIH, or abroad</li> </ul>	A minimum of 30 citations, including: <ul style="list-style-type: none"> <li>• at least 5 are registered in the Web of Science or SCOPUS databases or abroad</li> </ul>	A minimum of 30 citations, including: <ul style="list-style-type: none"> <li>• at least 5 are registered in the Web of Science or SCOPUS databases or abroad</li> </ul>
	At least 1 scientific research project (domestic and foreign grants, also institutional projects) - investigator or co-investigator	At least 1 scientific research project (domestic and foreign grants, also institutional projects) - investigator or co-investigator	tic and foreign grants, also institutional projects) - co-investigator
	For external applicants, compliance with point 1.9. 1)2020 on the amount of tuition fees and fees associated with studying at St. Elizabeth's University of Applied Sciences in the academic year 2020/2021	For external applicants, compliance with point 1.9. 1)2020 on the amount of tuition fees and fees associated with studying at St. Elizabeth's University of Applied Sciences in the academic year 2020/2021	point 1.9. 1)2020 on the amount of tuition fees and fees associated with studying at St. Elizabeth's University of Applied Sciences in the academic year 2020/2021
<b>Lecture activity</b>	Active participation (lecture, poster) in at least 30 scientific events: of which: <ul style="list-style-type: none"> <li>• min. 5 scientific events abroad</li> <li>• min. 10 local invitees</li> </ul>	Active participation (lecture, poster) in at least 30 scientific events: of which: <ul style="list-style-type: none"> <li>• min. 5 scientific events abroad</li> <li>• min. 10 local invitees</li> </ul>	Active participation (lecture, poster) in at least 30 scientific events. <ul style="list-style-type: none"> <li>• of which at least 5 scientific events abroad</li> <li>• of which at least 10 domestic invitees.</li> </ul>

*1) in connection with § 77 (1) of the amendment to Act No.13/2002 Coll., effective from 24.03.2022, this obligation is waived*

**Criteria and documents necessary to meet the criteria for appointment to the post of PROFESSOR at the St. Elizabeth's University of Health and Social Work in the fields of: nursing, public health and social work (§ 12 (h) of Act No. 131/2002 Coll.) - approved by the Scientific Council of the St. Elizabeth's University of Health and Social Work on 30.03.2022) in connection with § 77 (1) of the amendment to Act No.131/2002 Coll,**

	<b>NURSING</b>	<b>PUBLIC HEALTH</b>	<b>SOCIAL WORK</b>
<b>Pedagogical and professional activities</b>	<ul style="list-style-type: none"> <li>Carrying out teaching activities for a period of at least 3 years after obtaining the degree of associate professor ; <b>1)</b></li> <li>Carrying out teaching activities for at least 5 years</li> <li>At least 5 years of professional experience, attestation, PSF</li> <li>Academic degree "doctor" ("philosophiae doctor", abbreviated "PhD") or candidate of sciences (CSc.) or doctor of sciences (DrSc.)</li> <li>Acquisition of the scientific-pedagogical title of associate professor in the field of study nursing or in a related field</li> </ul>	<ul style="list-style-type: none"> <li>Performing teaching activities for a period of at least 3 years after obtaining the degree of associate professor; <b>1)</b></li> <li>Carrying out teaching activities for at least 5 years</li> <li>At least 5 years of professional experience, attestation, PSF</li> <li>Academic degree "doctor" ("philosophiae doctor", abbreviated "PhD") or candidate of sciences (CSc.) or doctor of sciences (DrSc.)</li> <li>Acquisition of the scientific-pedagogical title of associate professor in the field of study of public health or in a related field</li> </ul>	<ul style="list-style-type: none"> <li>Carrying out teaching activities for a period of at least 3 years after obtaining the degree of associate professor ; <b>1)</b></li> <li>Carrying out teaching activities for at least 5 years</li> <li>At least 5 years of professional experience, ESL</li> <li>Academic degree "doctor" ("philosophiae doctor", abbreviated "PhD") or candidate of sciences (CSc.) or doctor of sciences (DrSc.)</li> <li>Acquisition of the scientific-pedagogical title of associate professor in the field of study social work or in a related field</li> </ul>
<b>Scientific research and publication activity, acclaim, etc.</b>	<p>publication activity: author or co-author of at least 50 scientific and professional publications, of which:</p> <ul style="list-style-type: none"> <li>first author in at least 10 publications.</li> <li>10 outputs in journals indexed in Web of Science, Scopus, ERIH plus; at least 2 of them must be the first author; <b>1)</b></li> <li>At least 5 in the last 5 years</li> <li>author or co-author of at least 20 international publications,</li> </ul>	<p>publication activity: author or co-author of at least 50 scientific and professional publications, of which:</p> <ul style="list-style-type: none"> <li>first author in at least 10 publications</li> <li>10 outputs in journals indexed in Web of Science, Scopus, ERIH plus; at least 2 of them must be the first author; <b>1)</b></li> <li>At least 5 in the last 5 years</li> <li>author or co-author of at least 20 international publications,</li> </ul>	<p>publication activity: author or co-author of at least 50 scientific and professional publications, of which:</p> <ul style="list-style-type: none"> <li>first author in at least 10 publications;</li> <li>10 outputs in journals indexed in Web of Science, Scopus, ERIH plus; at least 2 of them must be the first author; <b>1)</b></li> <li>At least 5 in the last 5 years</li> <li>author or co-author of at least 20 international publications,</li> </ul>
	. In case of co-authorship, indicate the percentage share of the applicant.	. In case of co-authorship, indicate the percentage share of the applicant.	. In case of co-authorship, indicate the percentage share of the applicant.
	Author or co-author of 1 university textbooks or textbooks - teaching texts	s or textbooks - teaching texts	s or textbooks - teaching texts
	l works, of which: <ul style="list-style-type: none"> <li>at least 10 are registered in foreign databases Web of Science or SCOPUS, Medline, ERIH plus</li> </ul>	l works, of which: <ul style="list-style-type: none"> <li>at least 10 are registered in foreign databases Web of Science or SCOPUS, Medline, ERIH plus</li> </ul>	l works, of which: <ul style="list-style-type: none"> <li>at least 10 are registered in foreign databases Web of Science or SCOPUS, Medline, ERIH plus</li> </ul>
	estic and foreign grants, also institutional projects) - investigator, co-investigator	estic and foreign grants, also institutional projects) - investigator, co-investigator	estic and foreign grants, also institutional projects) - investigator, co-investigator
	At least 3 written references on the applicant's achievements from foreign experts, from three different countries outside the Slovak Republic. Indicate that he/she meets the requirements for holding the post of professor in an international context.	At least 3 written references on the applicant's achievements from foreign experts, from three different countries outside the Slovak Republic. Indicate that he/she meets the requirements for holding the post of professor in an international context.	At least 3 written references on the applicant's achievements from foreign experts, from three different countries outside the Slovak Republic. Indicate that he/she meets the requirements for holding the post of professor in an international context.
	oint 1.9. Rector's DIRECTIVE No. 1/2020 on the amount of tuition fees and fees associated with studying at St. Elizabeth's University of Applied Sciences in the academic year 2020/2021	1.9. Rector's DIRECTIVE No. 1/2020 on the amount of tuition fees and fees associated with studying at St. Elizabeth's University of Applied Sciences in the academic year 2020/2021	oint 1.9. Rector's DIRECTIVE No. 1/2020 on the amount of tuition fees and fees associated with studying at St. Elizabeth's University of Applied Sciences in the academic year 2020/2021
<b>Scientific School</b>	A research school in a given or related field. <b>1)</b>	A research school in a given or related field. <b>1)</b>	A research school in a given or related field. <b>1)</b>
	es, e.g. <ul style="list-style-type: none"> <li>member of the committee or opponent for the defence of doctoral dissertations (PhD.), resp.</li> <li>member or opponent of habilitation and inauguration commissions.</li> </ul>	es, e.g. <ul style="list-style-type: none"> <li>member of the committee or opponent for the defence of doctoral dissertations (PhD.), resp.</li> <li>member or opponent of habilitation and inauguration commissions.</li> </ul>	es, e.g. <ul style="list-style-type: none"> <li>member of the committee or opponent for the defence of doctoral dissertations (PhD.), resp.</li> <li>member or opponent of habilitation and inauguration commissions.</li> </ul>
<b>Lecture activities, conferences</b>	Active participation in at least 50 scientific events (posters, lectures), of which: <ul style="list-style-type: none"> <li>at least 20 invited events</li> <li>minimum participation in 10 international events and several of them invited lectures abroad</li> </ul>	Active participation in at least 50 scientific events (posters, lectures), of which: <ul style="list-style-type: none"> <li>at least 20 invited events</li> <li>minimum participation in 10 international events and several of them invited lectures abroad</li> </ul>	Active participation in at least 50 scientific events (posters, lectures), of which: <ul style="list-style-type: none"> <li>at least 20 invited events</li> <li>Minimum attendance at 10 international events and a number of invited lectures abroad.</li> </ul>

**1) in connection with § 77 (1) of the amendment to Act No.131/2002 Coll., effective from 24 March 2022, this obligation is waived**

## Appendix No 1/2021

to the Internal Regulation: the Working Regulations of the University of Health and Social Work of St. Elizabeth, n. o. in Bratislava

### **Notification, transmission and handling of personal data of students and employees of the University, as well as persons applying for graduation under the Act 131/2002 Coll. on higher education institutions or a specialisation within the meaning of Government Regulation No 296/2010 Coll. on professional competence for the exercise of the health profession, the manner of further education of health professionals**

#### **1. The university's remit in the information delivery system**

The St. Elizabeth University of Health and Social Work is not an obliged person according to Act No. 211/2000 Coll. on free access to information, as it does not meet the definition of an obliged person according to § 1 and § 2 of the cited Act, its legal form is a non-profit organization.

#### **2. Submission of information containing personal data**

With the Rector's consent, information can be provided to a legal or natural person residing in the Slovak Republic outside the Act No. 211/2002 Coll. on Free Access to Information, if the following conditions are met:

A natural or legal person residing in the Slovak Republic may be provided with information on graduation proceedings (rigorous, habilitation, doctoral, specialisation studies), or on the course of higher education studies of the first, second and third degree only if:

- a) the data subject(s) (opponents, members of the CoR committee) give their consent to the processing of personal data,
- b) the name, address of the legal and natural person requesting the information is clear beyond doubt (this is not an anonymous request),
- c) data is requested by a person who has consent to process personal data and authorization from a domestic or foreign accreditation or evaluation body, a central government body under the jurisdiction of the Ministry of Education and Science and the Ministry of the Interior of the Slovak Republic), as well as the appropriate level of NBU vetting to work with personal data.

### **3. Sanctions**

If a legal or natural person attempts, alone or in cooperation with third parties, to obtain personal data without complying with the obligations set out in this Internal Regulation, an employee or student of the University who becomes aware of this shall make an appropriate notification to the Rector of the University and to the Head of Human Resources. They shall immediately report such attempt or action to the competent district prosecutor's office at the place of the request on suspicion of the offence of misuse of personal data. The Rector shall at the same time make a notification to the central government authority for the protection of personal data.

### **4. Common provision**

This is without prejudice to the obligation of the university to publish the legally prescribed data on the graduation procedures of the university for a period of 5 years, imposed by Act No. 131/2002 Coll.

on universities and Decree No. 6/2005 as amended. As far as the persons of citizens in the Slovak Republic are concerned, the regulations in question apply to them in their entirety. They apply to foreign nationals *mutatis mutandis*, taking into account the legislation in force at the place of the university or the place of work of the natural person, student or employee of the university. Data defined as 'indicators' (signatures, photographs, etc.) may be published only with the consent of the persons concerned.

**5.** This Amendment shall enter into force on 26.11. 2021

In Bratislava, 26. 11. 2021

Dr.h.c. prof. MUDr. Juraj Benca, PhD, MPH  
Rector