

## **INTERNAL LABOR RULES**

# OF THE SLOVAK ACCREDITATION AGENCY FOR HIGHER EDUCATION

as amended on 14 March, 2023

Bratislava, 14 March 2023

#### **INTERNAL LABOR RULES**

#### of the Slovak Accreditation Agency for Higher Education

The Slovak Accreditation Agency for Higher Education (hereinafter referred to as the "Employer" or the "Agency") issued under Sec. 84 of Act no. 311/2001 Coll. of the Labor Code as amended (hereinafter referred to as the "Labor Code") after approval by the Executive Board of the Slovak Accreditation Agency for Higher Education (hereinafter referred to as the "Executive Board") according to Art. 9 para. 1 letter i) of the Statute of the Slovak Accreditation Agency for Higher Education on 22 August 2019, these Internal labor rules of the Slovak Accreditation Agency for Higher Education (hereinafter referred to as the "Labor rules of the Slovak Accreditation Agency for Higher Education on 22 August 2019, these Internal labor rules of the Slovak Accreditation Agency for Higher Education (hereinafter referred to as the "Labor rules"):

#### PART I

#### Introductory provisions

#### Article1 General provisions

- 1. The Labor rules are binding for the employer and for all employees who perform dependent work for the employer, especially in an employment relationship. These Labor rules shall apply mutatis mutandis to persons performing dependent work based on agreements on work outside the employment relationship.
- 2. The establishment, change, and termination of employment of the Chair, the Vice-Chair, the members of the Executive Board, and the Head of Office shall be governed by a specific regulation<sup>1</sup>. The Labor rules shall apply mutatis mutandis.
- **3.** These Labor rules aim to specify in more detail the individual provisions of the Labor Code according to the special working conditions of the employer. The Labor rules set out the rights and obligations of employees and the employer and serve to ensure work discipline.
- **4.** The employer shall respect the right of employees to equal treatment without any direct or indirect discrimination. The employer also respects the right of women and men to equal pay for equal work or work of equal value without any discrimination based on gender or other differences.
- 5. The employer shall collect only those personal data of employees that are related to their qualifications and professional experience and are relevant only from the point of view of the employees' work.
- 6. The Chair of the Executive Board and the Head of Office shall be considered as managers for the purpose of these Labor rules.
- **7.** The Labor rules are accessible to each employee. The Agency's other internal regulations and the employer's instructions must be in accordance with these Labor rules.

#### PART II

#### Employment

#### Article 2

#### Competencies and responsibilities in the field of labor relations

 Legal acts related to the establishment, change, and termination of employment relations are administratively provided by an employee in the position of administrative worker for salaries and human resources. Managers are authorized and obliged to perform the legal acts required by these Labor rules. Further definitions in the area of competence and responsibility in the area of employment relations for

<sup>&</sup>lt;sup>1</sup> Act no. 268/2018 Coll. on Quality Assurance in Higher Education

the bodies of the Agency are regulated in Act no. 269/2018 Coll. on Quality Assurance in Higher Education and on Amendments to Act No. 343/2015 Coll. on Public Procurement and on Amendments to Certain Acts, as amended (hereinafter referred to as the "Act").

#### Article 3

#### Pre-contractual relations and the establishment of an employment relationship

- 1. Before establishing an employment contract, the employer is obliged to find out whether the person applying for employment (hereinafter referred to as the "candidate") meets the requirements for performing work in the public interest according to Sec. 3 of Act no. 552/2003 Coll. on the Performance of work in the public interest, as amended (hereinafter referred to as "Act No. 552/2003 Coll."). In the case of citizens of the Member States of the European Union or the States party to the Agreement on the European Economic Area and citizens of the Swiss Confederation, the employer shall assess the fulfillment of the qualifications under Act no. 293/2007 Coll. on the recognition of professional qualifications as amended by Act no. 560/2008 Coll.
- 2. The post shall generally be filled in the form of a selection process.
- **3.** Before establishing an employment contract, the future immediate supervisor of the selected candidate is obliged to acquaint the future subordinate with the rights and obligations arising for him/her from the employment contract, as well as with the working and wage conditions under which he/she is going to perform the work.
- **4.** When establishing an employment contract, the employer may not agree with the employee on the basic component of wages in a lower amount than the amount of the basic component of wages, which he/she published in the job offer according to a special regulation.
- 5. An employment relationship is established
  - a) in case of the members of bodies of the Agency under the law,
  - **b)** by the written employment contract between the employer and the employee, which is concluded no later than on the day of starting work.
- 6. The types of employment are:
  - a) employment contract for an indefinite period,
  - **b)** employment contract for fixed-term.
- **7.** A fixed-term employment relation is generally established when the employer occupies a temporary post.
- **8.** The employer may perform the tasks or meet its needs entering into agreements with persons on work performed outside the employment relationship.
- **9.** An employment contract with an employee is established on behalf of the employer by the statutory body of the Agency. One copy of the employment contract is given to the employee, the other copy is kept by the employer.
- 10. Upon entering the job, the employee shall be acquainted with the principles of occupational safety and health, basic information about the Agency, the Organisational rules, the Labor rules, and the legal regulations applicable to the work performed by him/her scope according to Sec. 47 par. 2 of the Labor Code.
- 11. When establishing an employment relation, the employer has the right to request from the candidate a certificate of completion of the initial medical examination under the applicable provisions of Act no. 355/2007 Coll. on the protection, promotion, and development of public health, and amendment of some laws as amended.
- **12.** The employee shall submit upon commencement of employment
  - a) a completed personal questionnaire,
  - b) evidence of achieved education and previous experience,
  - c) data necessary for requesting an extract from the criminal record,
  - d) a credit certificate or other proof of termination of employment, or school,
  - e) documents for income tax purposes,
  - f) documents to apply a reduced rate of sickness insurance.

- **13.** Spouses, parents, children, siblings, and other close relatives may not be superior or controlled in the assignment. Except in the case of direct treasury or accounting controls, an exception may be granted by the Agency's statutory body in justified cases.
- **14.** Wage conditions are negotiated in the employment contract according to the valid wage regulation of the Agency.

#### Article4

#### **Probationary period**

- 1. A probationary period of not more than three months may be agreed in the contract of employment and not more than six months for a manager under the direct management of a statutory body or a member of a statutory body and a manager who is under the direct management of that manager. The probationary period cannot be extended.
- 2. The probationary period shall be extended by the time of obstacles at work on the part of the employee.
- **3.** The probationary period must be agreed upon in writing, otherwise, it is invalid.
- **4.** The probationary period may not be agreed upon in the case of re-employment for a fixed period.

#### Article5

#### Change of employment

 The agreed content of the employment contract may be changed only by mutual agreement of the employee with the employer. The change of the employment contract is made in writing in the form of a written amendment to the employment contract, which is signed by the statutory body of the Agency on the behalf of the employer.

#### Article6

#### Termination of employment

- 1. The employment relationship may be terminated only under the conditions laid down in the Labor Code.
- 2. A written proposal for termination of employment by agreement, termination, immediate termination, and a notice of termination of employment during the probationary period shall be submitted by the employee in writing by post or in person to the Agency's office, where acknowledgment of acceptance and date of delivery is confirmed.
- **3.** The employee's proposal for termination of employment shall be expressed by his/her immediate supervisor. The agreement on the termination of employment on behalf of the employer is signed by the statutory body of the Agency.
- 4. In connection with the termination of employment, the employee is obliged to inform his/her immediate supervisor about the status of the assigned tasks, to properly hand over all documents, inventory, material, objects, aids, work tools, keys, etc., which he received from the employer, in a condition corresponding to their normal use, and to settle the advances granted. He is also obliged to transmit data in the Agency's information systems. The proof of the status of the employee's obligations at the end of the employment relationship is the output letter, which the employee submits to the administrative employee for wages and human resources, signed by the responsible managers, no later than on the day of termination of employment.
- **5.** At the end of the performance of the function with which the conclusion of the agreement on material responsibility is connected, an inventory and rather a written report shall be made.
- **6.** The employee shall be required to arrive at the latest on the last day of the employment relationship with the administrative employee for wages and human resources, and
  - a) submit a signed exit letter and prove the settlement of all obligations to the employer,

**b)** hand over the employment card.

7. In the case that the employee does not remain with the employer during the notice period, under Sec. 62 par. 8 of the Labor Code agreed in each employment contract, the employer's right to monetary compensation in the amount that is the product of the average monthly salary of the employee and the length of the notice period.

#### Article 7 Performance of other gainful activity

- 1. Employees may, in addition to their employment, engage in other gainful activities that are in competitive nature to their employer, only with the prior written consent of the statutory body of the Agency. If the employer does not comment within 15 days of receiving the employee's request, it is valid that he/she has given his/her consent. The statutory body of the Agency may revoke the consent in writing for serious reasons. The statutory body of the Agency shall state the following reasons in the written withdrawal of consent. Upon revocation of the consent, the employee is obliged to terminate other gainful activity without undue delay in the manner resulting from the relevant legal regulations.
- **2.** The consent of the statutory body of the Agency is not required for the performance of activities according to Sec. 83 par. 3 of the Labor Code.
- **3.** The duties, responsibilities, and rights of the employee and the employer shall be governed by the general legislation, the Organisational rules of the Agency, other internal regulations of the Agency, and the instructions of the supervisors.

#### Article8 Work discipline

**1.** The duties, responsibilities, and rights of the employee and the employer shall be governed by the general legislation, the Organisational rules of the Agency, other internal regulations of the Agency, and the instructions of the supervisors.

## Article 9 Basic obligations of employees

- 1. The basic obligations of employees are laid down in Sec. 81 of the Labor Code. Besides, the employee has the following obligations:
  - a) report an obstacle to work in advance or without undue delay after it occurred to his/her supervisor,
  - **b)** comply with the ban on smoking in the workplace,
  - c) not to publish and protect in the Agency's information systems the personal data of staff and other data subjects within the meaning of Regulation (EU) No 2016/679 of 29 April 2016 on the protection of individuals about the processing of personal data and the free movement of such data, repealing Directive 95/46/EC (General Data Protection Regulation) and Law no. 18/2018 Coll. on the protection of personal data and the amendment of certain data, if the employee comes into contact with such personal data,
  - **d)** prevent the misuse or theft of written documentation, images, sound and data records related to the intellectual property of the employer,
  - e) respect the prohibition on staying at workplaces or entering the employer's premises outside working hours without the consent of direct supervisors,
  - **f)** notify the employer in writing without undue delay of any change concerning the employment relation and relating to his/her person, in particular a change of his/her name, surname, permanent

or temporary address, address for the delivery of documents, the health insurance company and if, with the employee's consent, the payment is made to an account at a bank or a branch of a foreign bank, as well as a change of bank connection,

- **g)** report a loss, or theft of a service card, payment card, fuel card, and other entrustedfunds immediately to the immediate supervisor,
- **h)** comply with the prohibition on the use of entrusted financial and technical funds for personal purposes, except for funds provided as functional benefits,
- i) to protect the employer's reputation and not to harm its interests;
- **j)** in addition to complying with the basic obligations according to Sec. 82 of the Labor Code, managers are obliged to keep records of employees' working hours and to monitor the drawing of set limits.

#### Article 10

#### Breach of the work discipline

- 1. Work discipline is based on compliance with the basic obligations of the employee arising from the law and these Labor rules. The internal labor rules, under the Labor Code, recognizes the following degrees of breach of work discipline:
  - a) a serious breach of work discipline,
  - **b)** a less serious breach of work discipline.
- 2. The following, shall be considered as serious breaches of work discipline:
  - a) taking up employment or performing work under the influence of alcohol, narcotics, or psychotropic substances, as well as bringing them to work, ingestion and administration during working hours at the employer's workplaces,
  - **b)** unreasonable refusal to take a test to prove the consumption of alcohol, narcotics, or psychotropic substances,
  - c) falsification and alteration of documents and other documents in connection with the work performed,
  - d) intentional damage to the employer's property with the consequence of damage,
  - e) riots, physical and verbal assault of other persons, rude and vulgar behavior in the workplace,
  - f) unjustified absence from work,
  - **g)** abuse of power and position of managers to the detriment of the employer and the employees themselves,
  - any theft and attempts to steal the employer's tangible or intangible property, as well as the tangible property of other employees, misuse or theft of written documentation, video, audio, and data records concerning the employer's intellectual property,
  - i) violation of health and safety regulations and other legal regulations, if the violation could have resulted in an occupational accident,
  - **j)** the business and gainful activity of employees identical with the subject of activity of the employer performed without his consent,
  - **k)** accepting and demanding bribes, gifts, benefits, and privileges in any form to the detriment of the employer,
  - I) damage to the reputation of the employer verbally or by behavior in public,
  - m) non-compliance with working conditions,
  - **n)** non-compliance with the conditions of the treatment regimen set by the doctor during temporary incapacity for work,
  - **o)** breach of the Agency's generally binding legislation and internal regulations.
  - **p)** working in the bodies of universities or in any institutions, organizations, associations or legal entities established for the purpose of associating members of academic community in ensuring the quality

of higher education, or dealing with other similar activities related to the status of higher education institutions

- **3.** Breach of the work discipline according to par. 2 of this article entitles the employer to immediately terminate the employment relationship with the employee according to Sec. 68 par. 1 letter e) of the Labor Code.
- 4. The following shall be considered a minor breach of work discipline:
  - a) refusal to follow the instructions of supervisors unless they are in conflict with the internal regulations,
  - **b)** damage to the employer's property due to negligence,
  - c) leaving the workplace during working hours without the prior consent of a supervisor,
  - d) unjustified delayed arrival at work or early departure from the workplace,
  - e) failure to stay at the workplace during the working hours, failure to use working time to perform work tasks, unreasonable stay at the workplace after working hours,
  - f) fraud in the performance, registration, and reporting of work,
  - g) breach of the principles of good behavior and cooperation in the workplace,
  - **h)** non-participation in mandatory staff training which is organized by the employer,
  - i) breach of the ban on smoking.
- 5. Breach of the work discipline at this stage meets the conditions for termination by the employer under Sec. 63 para. 1 letter d) or e) of the Labor Code. In the case of a breach of work discipline in these cases, the employer may proceed similarly to the repetition of offenses in the same way as in the case of a serious breach of work discipline. Condition of valid termination of the employee in these cases is that the employee is notified in writing in the last 6 months in connection with the breach of work discipline of the possibility of termination.

#### Article 11

#### The procedure in the case of a breach of employee's work discipline

- In the case of a breach of the work discipline in any way, the manager shall be required to make a written record of it and to allow the employee who has committed the breach to comment on it. At the same time, the manager shall propose a sanction to the statutory body according to the degree of seriousness of the breach of work discipline, namely:
  - a) a personal interview with the employee and a written notice of non-performance of work duties, setting a deadline for the elimination of deficiencies,
  - **b)** reduction of the variable component of wages for a maximum period of 3 months,
  - c) a written warning of the possibility of termination,
  - **d)** a proposal to terminate the employment by notice or immediate termination.
- 2. In the case of a suspicion of the ingestion of the substances listed below, managers shall be entitled to request the employee to undergo an examination to demonstrate the presence of alcohol, narcotics, or psychotropic substances in the employee's body. The control of the consumption of alcohol, narcotics, or psychotropic substances is authorized to be performed by the manager in cooperation with the health and safety and fire safety technician. In the case of a positive test result, the relevant manager will rather submit a record, which he/she will submit to the statutory body of the Agency with a proposal for a sanction. If the test is positive, the cost of the test is borne by the employee concerned.

#### PART III

## Working time of employees and selected bodies of the Agency and general provisions on the organization of working time

#### Article 12

#### Working hours of the Chair, Vice-Chair, the members of the Executive Board and the Head of Office

- 1. The working hours of the Chair and Vice-Chair of the Executive Board, and the Head of Office shall be 40 hours per week.
- 2. The working hours of the members of the Executive Board, except the Chair and Vice-Chair of the Executive Board, may be agreed in the employment contract for shorter working hours. A member of the Executive Board shall be required to attend meetings of the Agency's Executive Board.
- **3.** A member of the Executive Board may, under Sec. 52 of the Labor Code, agree with the employer that he/she will perform the work under the employment contract at home or at another agreed place, which he/she shall notify the employer. The provisions of Sec. 52 of the Labor Code do not apply to the performance of tasks at a meeting of the Executive Board.

#### Article 13 Working hours of employees

- 1. Flexible working hours are introduced, which apply as a flexible working week. Basic working time meansthe time period in which the employee is obliged to be at the workplace, it is from 9:00 am. until 3:00 pm. Optional working hours means the period of time during which the employee is obliged to be at theworkplace to such an extent that he/she works weekly operating hours, the employee is obliged to workon working days from 6:00 am. until 9:00 am. and from 3:00 pm. until 6:00 pm.
- **2.** The employer may also agree on a shorter working time in the employment contract. This must be statedexplicitly in the employment contract.
- **3.** In atypical forms of employment and work organization, such as home office and telework is carried outunder Sec. 52 of the Labor Code. A home office is the performance of work at home or in another agreed place. The work is performed during the working hours, which the employee schedules himself/herselfand should be of a permanent nature. According to Sec. 52 par. 7 of the Labor Code, working at home occasionally and in exceptional circumstances is not home office and is resolved by an individual agreement with the employee concerned. Telework is the performance of work at home or another agreed location using information technology, i. e. remote access computers. The work is performed during working hours, which the employee schedules himself/herself. Employees work at any time andin any place that allows them to carry out their work efficiently and effectively.
- **4.** Project employment is a combination of a fixed-term contract, flexible working hours, and home office.The employee is employed to develop and complete a specific project.
- 5. According to Sec. 90 par. 11 of the Labor Code, the employer shall comply with the employee's written request for individual adjustment of working hours for health or other serious reasons of authorized employees under Sec. 164 par. 2 and Sec. 165 of the Labor Code.
- **6.** Records of staff arrivals and departures shall be kept in the Agency's information system. Every employee is obliged to mark the arrival and departure from the workplace.

#### Article 14 Breaks at work

- 1. Every employee shall be entitled to a work break of 30 minutes during a shift of more than six hours.
- 2. Work breaks are not included in working hours.

### Article 15 Overtime

- 1. The employer may order overtime work only in cases of temporary and urgent increased need for work or if it is in the public interest, under the conditions set out in Sec. 97 par. 5 of the Labor Code.
- 2. Overtime work above the limit of 150 hours in a calendar year to the extent of a maximum of 250 hours is performed by employees based on a written agreement with the employer under the conditions set by the Labor Code.

#### Article 16 Business trips and reimbursement of expenses

- 1. The employer is entitled to send the employee on a business trip in Slovakia and abroad, if required by the nature of the work agreed in the employee's employment contract. In other cases, the business trip will take place only with the consent of the employee.
- 2. Before embarking on a business trip, a travel order shall be issued in writing and signed by the statutory body of the Agency.
- **3.** The employer will provide the employee with the necessary funds (advance) before the trip.
- 4. The employee is obliged to account for travel expenses and the provision of a deposit within 10 days after returning from a business trip. If the business trip has not taken place, the employee is obliged to return the advance provided no later than on the day specified as the day of commencement of the business trip.
- 5. The employee is obliged to submit the bill for the business trip to the immediate supervisor for signature. The accounts shall be approved by the Agency's statutory body.

## Article17 Vacation for recovery

- **1.** A vacation plan shall be drawn up each year for a uniform holiday.
- 2. The drawing of vacation is approved by the employee's immediate supervisor.
- **3.** Before taking vacation, the employee is obliged to submit a request for vacation on the prescribed form and have it approved by his/her immediate supervisor.
- 4. Each manager shall ensure that, in a calendar year, employee take at least four weeks' vacation if they are entitled to it; the remaining part should be used up by the end of the following calendar year at the latest.
- 5. For the part of the vacation which exceeds four weeks of the basic amount of vacation that the employee could not take until the end of the following calendar year, the employee shall be entitled to salary compensation in the number of his/her average salary. No salary compensation shall be granted for

the unused four weeks of the basic period of vacation unless the employee was unable to take the vacation due to termination of employment.

**6.** Reduction of the right to vacation is possible only under Sec. 109 of the Labor Code. For each unjustifiably missed change (working day), the employee's vacation may be reduced by one to two days. Unjustified misses of shorter parts of individual changes add up.

#### Article18 Obstacles at work

- **1.** The consent to the drawing of paid vacation shall be given by the immediate supervisor.
- 2. The employee shall be required to apply for vacation on time, at least two days in advance. If the obstacle is not known in advance, the employee is obliged to report the obstacle at work in person or by telephone to the immediate supervisor without delay. If the supervisor is not reachable, he/she shall notify the obstacle to the administrative staff for wages and human resources. Leave of absence shall not be granted if the obstacle at work can be equipped outside working hours.
- **3.** The employee is obliged to immediately prove the existence of an obstacle at work with a document or confirmation.
- 4. Exceptionally, only a statutory body of the Agency may grant a member vacation without compensation.

#### Article19 Wages for work

- 1. Wage conditions are regulated by the internal salary regulation for the relevant period.
- 2. The salary amount depends on the performance and work results of individual employees, while for the same work or work of equal value, e.g., men and women are paid equally for work of the same or comparable complexity, responsibility and effort performed in the same or comparable working conditions.
- **3.** The salary is due after the work is done. Salary, compensation of salaries and other payments after execution of levies and deductions according to the relevant generally binding legal regulations are payable in arrears for the monthly period until the 12th day of the following calendar month. If the 12th day of the calendar month is a non-working day (Saturday, Sunday, holiday), the salary is paid out on the last working day preceding this day.

## PART IV Employee care

#### Article20 Catering for employees

- **1.** The employer provides meals for employees through a legal entity, which is authorized to mediate catering services. Eating conditions employees are governed by the agency's internal regulations.
- **2.** The employer provides employees with electronic meal tickets and reserves the right to replace them with a meal allowance, which will be paid on top of the salary.

#### Article 21

#### Improving the qualification of employees

**1.** Employees are obliged to continuously deepen their qualifications for the performance of work agreed in the employment contract. The employer is entitled to require the employee to participate in further

training to deepen his/her qualifications.

2. The employer may conclude an agreement with the employee on the improvement of qualifications by further study in addition to employment under the relevant provisions of the Labor Code. An application for consent to study in addition to employment, work allowances and material security shall be

submitted by the employee to his/her immediate supervisor, who shall submit it, together with his/her opinion, to the Agency's statutory body for a final opinion.

**3.** That agreement shall include an undertaking by the employee to reimburse the costs incurred in upgrading his/her qualifications in the case of failure to comply with his/her obligation to remain in employment with the employer for the agreed period.

#### Article 22 Storage of uppers and vehicles

- The employer shall provide storage of uppers and personal items that employees usually carry to work. Provides employees with lockable office space. The employee is obliged to secure his/her belongings against theft, but this does not affect the employer's liability for damage to deferred items under Sec. 193 of the Labor Code. There is a parking lot for the usual means of transport, including cars.
- **2.** The employer will allow employees to park on the premises' parking lot within its possibilities, while he/she is authorized to issue rules regulating such a procedure.

## Article 23

#### Rest areas and sanitary facilities

1. Workplaces shall have premises or separate rooms intended for staff to rest and refresh themselves.

## Article 24 Work protection

**1.** Managers at all levels of management shall, within the scope of their competences, be responsible for the performance of tasks in the field of occupational safety and health.

#### Article 25

#### Training on occupational safety and fire protection

- 1. The employer is obliged to duly and demonstrably acquaint each new employee with legal regulations, instructions, and other regulations to ensure safety and health at work, provide training on fire protection and instruct him/her on the protection of personal data processed by the employer.
- **2.** Method of training:
  - a) oral lecture,
  - **b)** verification of knowledge orally or in writing,
  - c) entry in the health and safety notebook.
- **3.** The employer is obliged to properly and demonstrably acquaint each employee with the regulations to ensure occupational safety when transferring him/her to another workplace when introducing new technology or work procedures when installing new equipment.

#### Article 26 Liability for damage

- **1.** The employee shall be liable to the employer
  - a) for damage caused by a culpable breach of duty in the performance of work tasks or direct connection with them (general liability),
  - **b)** for non-fulfillment of obligations under Sec. 178 of the Labor Code, for a deficit in the entrusted values, which the employee is obliged to account for,
  - c) for the loss of entrusted objects.

- 2. The agreement on material liability for the deficit on the entrusted values is concluded by the employer with the employees who are entrusted with the management of cash and valuables, goods, materials, etc.
- **3.** Liability for the loss of entrusted items applies to tools, protective work equipment, and other similar items entrusted for written confirmation, but this does not apply to inventory items of offices, etc.
- **4.** If several employees are liable for damage, each of them is obliged to compensate for a proportionate part of the damage according to the degree of his fault.
- 5. The amount of compensation for damage caused by negligence may not exceed, for an individual staff member, an amount equal to four times his/her average monthly salary before the breach of the obligations by which he/she caused the damage. This limitation does not apply if it is a special liability of the employee under Sec. 293 to 185 of the Labor Code or the damage was caused intentionally or under the influence of alcohol or after ingestion of narcotic or psychotropic substances. In these cases, he/she pays the damage in full.
- 6. In the case of any damage to health or property, managers shall draw up a report on the damage.
- **7.** Each employee shall, in his/her own interest, report the damage for which the employer is liable to his/her immediate supervisor without undue delay. A fifteen-day limitation period is set for the notification of a claim for damages for deferred items, which is calculated from the day when the employee became aware of the damage.

#### Article 27

#### Complaints, notifications, and labor disputes

- Employees have the right to send a complaint to the employer, except for reasons under Sec. 13 par.
  5 of the Labor Code, also in connection with the exercise of rights and obligations arising from employment relationships.
- 2. Complaints shall be handled and registered by the Agency's office, which shall investigate the complaint in liaison with the immediate supervisor of the person against whom the complaint is being made and respond to the employee, without undue delay, no later than 14 days after receiving of the complaint.
- 3. In the case of a well-founded complaint, the employer shall immediately remedy the situation, including the derivation of liability, and remove the consequences of the proceedings which led to the complaint. To prevent individual and collective labor disputes, all employees are obliged to comply with the rules of good conduct in interpersonal and employment relations, as well as to comply with all legal, prescribed, and agreed standards.

#### Article 28

#### **Final provisions**

- 1. Managers shall be required to inform the subordinate staff of these Labor rules.
- **2.** Employees may at any time consult the Labor rules, which shall be stored electronically on the Agency's website.
- 3. These Labor rules shall enter into force on the day of approval by the executive board

Bratislava, 14 March 2023

prof. Ing. Robert Redhammer, Ph.D. Chair of the Executive Board