



**INTERNAL REGULATION NO. 8/2019**

**INTERNAL LABOR RULES**

**OF THE SLOVAK ACCREDITATION AGENCY  
FOR HIGHER EDUCATION**

**as amended on 14 December 2023**

**In Bratislava, 14 December 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 § 84 of Act No. 311/2001 Coll. Labor Code, as amended (“the Labour Code”), after approval by the Executive Board of the Slovak Accreditation Agency for Higher Education (“the Executive Board”), pursuant to Article 9 par. 1 letter i) of the Statute of the Slovak Accreditation Agency for Higher Education on 22 August 2019, the *Internal Labor Rules of the Slovak Accreditation Agency for Higher Education* (“Labor Rules”), which are amended after approval by the Executive Board on 14 December 2023, as follows:

### **PART I Introductory provisions**

#### **Article 1 General provisions**

1. The Labor Rules are binding for the employer and for all employees who perform dependent work for the employer, in particular in the employment relationship. Natural persons performing dependent work on the basis of agreements on work outside the employment relationship shall be subject to these Labor Rules accordingly.
2. The establishment, modification and termination of employment of the Chairman, the Vice-Chairman, the members of the Executive Board, and the Head of the Agency’s Office shall be governed by a special regulation<sup>I</sup>. The Labor Rules shall apply *mutatis mutandis*.
3. The aim of these Labor Rules is to further specify the individual provisions of the Labor Code according to the employer’s specific working conditions. The Labor Rules establish the rights and obligations of employees and 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 employees to equal pay for equal work or work of equal value without any discrimination based on gender or other differences.
5. The employer collects only the personal data of employees that are related to their qualifications and professional experience and are only relevant from the point of view of the employees’ work.
6. The Chairman of the Executive Board of the Agency and the Head of the Agency’s Office shall be considered to be senior staff for the purposes of these Labor Rules.
7. The Labor Rules is accessible to every employee. Other internal regulations of the Agency and the employer’s instructions shall comply with these Labor Rules.

### **PART II Employment relationship**

#### **Article 2 Competencies and responsibilities in the field of labor relations**

1. Legal acts related to the establishment, change and termination of employment relationships are administratively provided by an employee in the position of an administrative worker for salaries and HR. Managers shall be authorised and obliged to perform legal actions imposed on them by these Labor Rules. Further definitions in the field of competence and responsibility in the field of employment relationships for Agency bodies are regulated in Act No. 269/2018 on Quality Assurance in Higher Education and amending Act No. 343/2015 on Public Procurement and on the amendment of certain acts, as amended (hereinafter

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<sup>I</sup> Act No. 268/2018 Coll. on Quality Assurance of Higher Education.

referred to as “the Act”).

### **Article 3**

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

1. Before concluding an employment contract, the employer is obliged to find out whether the natural person applying for a job (hereinafter referred to as the “applicant”) meets the requirements for performing work in the public interest pursuant to § 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 member states of the European Union or of states that are contracting parties to the Agreement on the European Economic Area, and citizens of the Swiss Confederation, the employer assesses the fulfillment of qualification requirements pursuant to Act No. 422/2015 Coll. on the recognition of professional qualifications and on the amendment of certain laws.
2. The post shall, as a rule, be filled in the form of a selection procedure.
3. Before concluding an employment contract, the future direct supervisor of the selected candidate is obliged to inform the future subordinate of the rights and obligations arising for him or her from the employment contract, as well as the working and salary conditions under which he or she is to perform the work.
4. When concluding an employment contract, the employer may not agree with the employee on the basic salary component in a lower amount than the amount of the basic salary component published in the job offer according to a special regulation.
5. The employment relationship is established
  - a) in the case of bodies of the Agency in accordance with the law,
  - b) a written contract of employment between the employer and the employee, concluded on the day of starting work at the latest.
6. The types of employment relationship are:
  - a) employment for an indefinite period,
  - b) employment for fixed-term.
7. A fixed-term employment relationship is concluded, as a rule, when the employer fills a post within a limited period of time.
8. The employer may enter into agreements with natural persons on work performed outside the employment relationship in order to fulfill their tasks or to meet their needs.
9. The statutory body of the Agency concludes the employment contract with the employee on behalf of the employer. One copy of the employment contract is given to the employee, the second one is kept by the employer.
10. When starting work, the employee is acquainted with the principles of health and safety, with basic information about the Agency, the organizational rules, the Labor Rules and the legal regulations relating to work performed by him or her to the specified extent pursuant to § 47 par. 2 of the Labor Code.
11. When concluding an employment relationship, the employer has the right to require from the jobseeker proof of completion of the initial medical examination in accordance with the applicable provisions of Act No. 355/2007 Coll. on the protection, support and development of public health and on the amendment of certain acts, as amended.
12. Upon starting employment, the employee shall submit
  - a) completed personal questionnaire;
  - b) documents on acquired education and previous experience,
  - c) data necessary to request an extract from the criminal record,
  - d) transcript or other proof of termination of employment or school,
  - e) documents for income tax purposes,
  - f) documents for the purpose of applying the reduced rate of health insurance.
13. Spouses, cohabitants, parents, children, siblings and other close relatives cannot be mutually superior (subordinate) or controlled when assigning work. If it is not a direct cash or accounting control, the agency's statutory body can grant an exception in justified cases.
14. Salary conditions are negotiated in the employment contract according to the applicable salary regulation of the Agency.

**Article 4**  
**Probationary period**

1. A probationary can be agreed in an employment contract, which is a maximum of three months, and for a senior employee in the direct management of a statutory body or a member of a statutory body and a senior employee who is in the direct management of this senior employee, it is a maximum of six months. The probationary period cannot be extended.
2. The probationary period shall be extended by the time of obstacles to 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 cannot be agreed on as a trial period in the case of renewed employment for a certain period.

**Article 5**  
**Change of employment relationship**

1. The agreed content of the employment contract can be changed only by mutual agreement between the employee and the employer. The change of the employment contract is carried out in writing in the form of a written amendment to the employment contract, which is signed by the statutory body of the Agency on behalf of the employer.

**Article 6**  
**Termination of employment**

1. The employment relationship can only be terminated under the conditions established in the Labor Code.
2. The employee submits a written proposal for termination of the employment relationship by agreement, termination, immediate termination and notice of termination of the employment relationship during the probationary period in writing by post or in person to the agency's office, where the receipt of the submission and the date of delivery will be confirmed.
3. The employee's proposal to terminate the employment relationship by agreement shall be expressed by his or her direct supervisor. The agreement on termination of the employment relationship is signed by the statutory body of the Agency on behalf of the employer.
4. In connection with the termination of the employment relationship, the employee is obliged to inform his or her direct supervisor about the status of the fulfillment of assigned tasks, to properly hand over all documents, inventory, material, objects, tools, work tools, keys, etc., which he or she has received from the employer, in a condition corresponding to their usual use, and make a statement of the advances provided. He or she is also obliged to submit data to the information systems of the Agency. Evidence of the state of the employee's obligations at the end of the employment relationship is the exit letter handed over by the employee to the administrative officer for salaries and personnel, signed by the responsible executives, no later than on the day of termination of the employment relationship.
5. At the end of the performance of the function, which is connected with the conclusion of the agreement on material responsibility, an inventory, and rather a written protocol will be drawn up.
6. The employee is obliged to appear at the latest on the last day of the employment relationship with an administrative officer for salaries and personnel, and
  - a) submit a signed exit letter and prove the settlement of all obligations towards the employer;
  - b) hand over entry cards to the employer's seat.
7. In the event that the employee does not remain with the employer during the notice period, it is pursuant to § 62 par. 8 of the Labor Code agreed in each employment contract, the employer's right to monetary compensation in an amount that is the product of the employee's average monthly earnings and the length of the notice period.

**Article 7**  
**Performance of other gainful activity**

1. In addition to their employment in an employment relationship, employees may perform in other gainful activities that are competitive with the subject of the employer's activity, only with the prior written consent of the statutory body of the Agency. If the employer does not respond within 15 days of receiving the employee's request, it is considered that he or she has given his or her consent. The Agency's statutory body may withdraw the consent in writing for serious reasons. In the written withdrawal of consent, the statutory body of the Agency is obliged to state the following reasons. After withdrawing the consent, the employee shall be obliged to terminate the other gainful activity without unnecessary delay in the manner resulting from the relevant legal regulations.
2. The consent of the statutory body of the Agency shall not be required for the performance of activities pursuant to § 83 par. 3 of the Labor Code.
3. The duties, responsibilities and rights of the employee and the employer result from the generally applicable legal regulations, the Agency's organisational rules, other internal regulations of the Agency and the instructions of the supervisor.

**Article 8**  
**Work discipline**

1. The duties, responsibilities and rights of the employee and the employer result from generally applicable legal regulations, the Agency's organisational rules, other internal regulations of the Agency and the instructions of the supervisor.

**Article 9**  
**Basic obligations of employees**

1. The basic obligations of employees are laid down in § 81 of the Labor Code. In addition, the employee shall have the following obligations:
  - a) report an obstacle to work in advance or without unnecessary delay after its occurrence to his or her supervisor,
  - b) comply with the ban on smoking in the workplace;
  - c) not to publish and protect in the information systems of the Agency the personal data of employees and other affected persons pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council of the European Union of 29 April 2016 on the protection of natural persons in the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and Act No. 18/2018 on the protection of personal data and on the amendment and addition of certain data, as long as the employee comes into contact with such personal data;
  - d) prevent the misuse or theft of written documentation, video, audio, and data records relating to the employer's intellectual property;
  - e) respect the ban on staying at the workplace or entering the employer's premises between 18:00 and 6:00 on the following day and on days off and public holidays (e.g. Saturday, Sunday, public holiday) without the consent of direct supervisors;
  - f) notify the employer in writing without undue delay of any changes relating to the employment relationship and related to the employee, in particular changes to his or her name, surname, permanent residence or temporary residence, address for delivery of documents, health insurance company and if, with the consent of the employee, the payment to an account in a bank or a branch of a foreign bank, as well as a change of bank connection,
  - g) report a loss or theft of an entrance card to the employer's seat, a payment card, a PHL withdrawal card and other entrusted funds entrusted immediately to one's direct supervisor,

- h) comply with the ban on the use of entrusted financial and technical means for personal purposes;
- i) to protect the reputation and good name of the employer and not harm its interests;
- j) in addition to complying with the basic obligations under § 82 of the Labor Code, senior employees are obliged to keep records of employees' working hours and monitor the use of established limits;
- k) at the employer's request, including employees performing work on the basis of agreements on work outside the employment relationship, to report attendance and records of work trips in the employer's information system.

## **Article 10**

### **Violation of 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 Labor Rules, in accordance with the Labor Code, recognise the following degrees of violation of work discipline:
  - a) serious violation of work discipline;
  - b) less serious violation of work discipline.
2. In particular, a serious violation of work discipline is considered to be:
  - a) taking up employment or performing work under the influence of alcohol, narcotic or psychotropic substances, their ingestion and administration during working hours at the employer's workplaces;
  - b) unjustified refusal to submit a test to prove the consumption of alcohol, narcotic or psychotropic substances;
  - c) falsification and alternation of documents and other writings in connection with the work performed;
  - d) intentional damage to the employer's property resulting in damage,
  - e) disturbances, physical and verbal assault of others, rude and vulgar behavior in the workplace;
  - f) unexcused absence from work,
  - g) abuse of authority and position of senior employees at the expense of both the employer and the employees themselves;
  - h) any thefts and attempts to steal the tangible or intangible property of the employer, as well as the tangible property of other employees, misuse or theft of written documentation, video, audio, and data records related to the employer's intellectual property;
  - i) violation of health and safety regulations and other legal regulations, if the violation may or has resulted in an occupational accident;
  - j) entrepreneurial and gainful activity of employees creating a conflict of interest with the object of the employer's activity, carried out without the employer's consent,
  - k) accepting and demanding bribes, gifts, benefits, and privileges in any form at the expense of the employer;
  - l) damaging the employer's reputation by verbally or by public behavior;
  - m) non-compliance with conditions of work trips;
  - n) non-compliance with the conditions of the treatment regimen set by the doctor during temporary incapacity for work;
  - o) violation of generally binding legal regulations and internal rules of the Agency;
  - p) acting in the bodies of higher education institutions or in any institutions, organisations, associations, or legal entities established for the purpose of associating members of the academic community in ensuring the quality of higher education, or engaging in other similar activities related to the status of higher education institutions.
3. Violation of work discipline pursuant to par. 2 of this Article entitles the employer to immediately terminate the employment relationship with the employee pursuant to § 68 par. 1 letter e) of the Labor Code.
4. A minor violation of work discipline is considered to be:
  - a) refusal to comply with the instructions of supervisors, unless they are in conflict with legal

regulations,

- b) damage to the employer's property due to negligence;
  - c) leaving the workplace during working hours without the prior consent of the supervisor;
  - d) unexcused late arrival to work or early departure from the workplace;
  - e) not staying at the workplace during working hours, not using working time to perform work tasks, staying at the workplace after working hours for no reason,
  - f) cheating in the performance, registration and reporting of work,
  - g) violation of the principles of decent behavior and cooperation in the workplace;
  - h) non-participation in mandatory employee training organised by the employer
  - i) violation of the smoking ban.
5. Violation of work discipline at this stage meets the conditions for termination by the employer pursuant to § 63 par. 1 letter d) or e) of the Labor Code. In the event of a violation of work discipline in these cases, the employer may proceed in the same manner as in the case of a serious violation of work discipline. The condition for a valid dismissal of an employee in these cases is that the employee has been notified in writing of the possibility of dismissal within the last 6 months in connection with a violation of work discipline.

### **Article 11**

#### **The employer's procedure in case of violation of the employee's work discipline**

1. In the event of a violation of work discipline in any way, the senior employee is obliged to make a written record of it and allow the employee who committed the violation to comment on it. At the same time, the senior employee shall propose to the statutory body a sanction according to the degree of seriousness of the violation of work discipline, namely:
  - a) a personal interview with the employee and a written warning of non-fulfillment of work duties, setting a deadline for eliminating deficiencies,
  - b) reduction of the variable wage component for a maximum period of 3 months;
  - c) a written admonition warning of the possibility of termination,
  - d) a proposal to terminate the employment relationship by notice or immediate termination.
2. In case of suspected use of alcohol, narcotic or psychotropic substances, senior employees shall be entitled to request the employee to undergo an examination to prove their presence in the employee's organism. Control of the consumption of alcohol, narcotic or psychotropic substances shall be authorised by a senior employee in cooperation with an authorised person. In the case of a positive test result, a relevant senior employee will submit a record to the statutory body of the Agency with a proposal for sanction. In the case of a positive test result, the cost of the test is borne by the employee concerned.

### **Part III**

#### **Working hours of employees and selected bodies of the Agency and general provisions on organisation of working hours**

### **Article 12**

#### **Working hours of the Chairman and Vice-Chairman of the Executive Board, members of the Executive Board and Head of the Agency's Office**

1. The working hours of the Chairman and the Vice-Chairman of the Executive Board and the Head of the Agency's Office shall be 40 hours a week.
2. The working hours of the members of the Executive Board, except the Chairman and Vice-Chairman 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. According to § 52 of the Labor Code, a member of the Executive Board can agree with the employer that the work according to the contract of employment will be performed at home or at another agreed place, which shall be notified to the employer. The provisions of § 52 of the Labor Code do not apply to the performance of tasks at the meeting of the Executive Board.

## **Article 13**

### **Working hours of employees**

1. The employee's working time is 40 hours a week. Flexible working hours are introduced, which are applied as a flexible working month. Basic working time, i.e. the period in which the employee is obliged to be at the workplace, is from 9:00 to 15:00. Optional working hours, i.e. the period in which the employee is obliged to be at the workplace to the extent that he/she works the weekly working time, the employee is obliged to work on weekdays from 6:00 to 9:00 and from 15:00 to 18:00.
2. The employer can also agree on shorter working hours with the employee in the employment contract. This must be stated explicitly in the employment contract.
3. In atypical forms of employment and work organisation, i.e. housework and telecommuting are carried out pursuant to § 52 of the Labor Code. Homework is the performance of work at home or at another agreed place. The work shall be performed during working hours, which the employee schedules themselves, and should be of a permanent nature. Pursuant to § 52 par. 7 of the Labor Code, work at home occasionally and under extraordinary circumstances is not domestic work and is resolved by individual agreement with the employee concerned. Telework is the performance of work at home or at another agreed place using information technology, i.e. computer with remote access. The work is carried out during working hours, which the employee – a member of the Executive Board – schedules themselves. Employees – members of the Executive Board work at any time and at any location that allows them to perform their work in an efficient and effective manner.
4. Employees (does not apply to members of the Executive Board) may work from home or at another agreed location (telework), which is not covered by flexible working hours but by a fixed working time fund. In the case of working more hours than those specified in the daily working time fund, overtime work shall be accepted only with the written consent of the Chairman of the Executive Board of the Agency, which is considered a written order for overtime work, which this employee must request in writing.
5. Project employment is a combination of a fixed-term contract, flexible working hours, and work at home. The employee is employed to develop and complete a certain project.
6. Pursuant to § 90 par. 11 of the Labor Code, the employer shall comply with the employee's written request for individual adjustment of working hours due to health or other serious reasons of authorised employees pursuant to § 164 par. 2 and § 165 of the Labor Code.
7. Records of arrivals and departures of employees are kept in the employer's information system. Every employee is obliged to record the arrival and departure from the workplace.

## **Article 14**

### **Breaks at work**

1. Each employee is entitled to a 30-minute break during a work shift of more than six hours.
2. Work break is not included in the working hours.

## **Article 15**

### **Overtime work**

1. Overtime work is work performed by an employee on the employer's order or with the employer's consent beyond a specified weekly working time resulting from a predetermined work schedule.
2. The employer may order overtime work only in cases of temporary and urgent increased need for work or if it is a matter of public interest, under the conditions established in § 97 par. 5 of the Labor Code, in written form. Failure to comply with the written form results in the employee not being entitled to work overtime.
3. The written regulation of overtime work includes, among other things:



- travel order as a written dispatch of an agency employee on a domestic business trip; and
  - a travel order as a written dispatch of an agency employee on a foreign business trip.
4. In the event that overtime work has not been agreed upon in writing by the immediate supervisor, it is not overtime work with the use of compensatory leave.
  5. Hours worked beyond the monthly working time fund are taken into account in the employee's agreed basic salary.
  6. For overtime work ordered in writing, the employee is entitled to take compensatory leave, in such a way that the employee is entitled to one hour of compensatory time off per hour of overtime work.
  7. Overtime must not be more than eight hours per week for an employee.
  8. Overtime work exceeding the limit of 150 hours in a calendar year for a maximum of 250 hours is performed by employees on the basis of a written agreement with the employer under the conditions laid down by the Labor Code.
  9. If an employee works overtime with work performed beyond the specified weekly working time, the work leave granted to him by the employer at his or her request, is not overtime work.
  10. The employee has the right to have two consecutive days of continuous rest once a week, which must fall on Saturday and Sunday or Sunday and Monday.
  11. If the nature of the work (employee's work trip on days off) does not allow scheduling the working hours according to in point 10 of this Article, two consecutive days of continuous rest per week shall be provided exceptionally on other days of the week in the event of overtime work.

#### **Article 16**

#### **Business trips and reimbursement of expenses**

1. The employer is entitled to send an employee on a business trip in Slovakia and abroad if the nature of the work agreed in the employment contract of the employee requires it. In other cases, the business trip shall only take place with the consent of the employee.
2. Before embarking on a business trip, a travel order is issued in writing and signed by the statutory body of the Agency or a person authorised by it.
3. The employer provides the employee with the necessary funds (advance) prior to the trip.
4. The employee is obliged to account for travel expenses and the provided deposit within 10 days after returning from the business trip. If the business trip did not take place, the employee shall be obliged to return the provided deposit no later than the day fixed as the date of starting the business trip.
5. The employee is obliged to submit the business trip bill to the immediate supervisor for signature. The statement shall be approved by the statutory body of the Agency or by a person authorised by it.

#### **Article 17**

#### **Vacation for recovery**

1. For the purpose of taking vacation evenly, a vacation plan is drawn up every year.
2. The use of leave is approved by the employee's immediate supervisor.
3. Before taking leave, the employee is obliged to enter a request for leave in the employer's information system and send it to his or her direct supervisor for approval.
4. Each senior employee ensures that employees take at least four weeks of vacation in the calendar year, if they are entitled to it; they should use up the remaining part by the end of the following calendar year at the latest.
5. For the part of the leave that exceeds four weeks of the basic amount of leave that the employee was unable to take even until the end of the following calendar year, the employee is entitled to compensation in the amount of his average earnings. Salary compensation is not provided for unused four weeks of the basic amount of leave, except in the case when the employee could not use this leave due to the termination of the employment relationship.

6. Shortening the right to vacation is possible only pursuant to § 109 of the Labor Code. For any unexcusedly missed shift (working day), an employee's vacation can be shortened by one to two days. Unexcused absences of shorter parts of individual shifts are added up.

### **Article 18**

#### **Obstacles at work**

1. Permission to take a leave of absence with salary compensation is given by the immediate supervisor.
2. The employee is obliged to request a leave of absence in time, at least two days in advance. If the obstacle is not known in advance, the employee is obliged to report the obstacle to work in person or by phone immediately to the direct supervisor. If they cannot be reached, he or she shall report the obstacle to work to the administrative officer for salaries and HR. Leave of absence shall not be granted if the obstacle to work can also be dealt with outside of working hours.
3. The employee must immediately prove the existence of an obstacle at work with a document or confirmation.
4. In exceptional cases, only the Agency's statutory body can grant leave without compensation to an employee.

### **Article 19**

#### **Salary for work**

1. Salary conditions and remuneration of employees are regulated by the employer's internal salary regulation.
2. For work of the same or comparable complexity, responsibility and effort performed in the same or comparable working conditions, employees are remunerated equally without any discrimination based on gender or other differences.
3. The salary is due after the work is done. Salary, salary compensation and other benefits after deductions in accordance with the relevant generally binding legal regulations shall be payable in arrears for the monthly period until the 12th day of the following calendar month. If the 12th day of a calendar month is a holiday (Saturday, Sunday, public holiday), the salary shall be paid on the last working day preceding this day.

## **Part IV**

### **Employee care**

#### **Article 20**

##### **Catering for employees**

1. The employer provides meals to employees through a legal entity authorised to provide catering services. The eating conditions for 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 with the salary.

#### **Article 21**

##### **Improving the qualifications of employees**

1. Employees are obliged to continuously improve their qualifications for the performance of the work agreed in the employment contract. The employer is entitled to require the employee to take part in further training in order to deepen his or her qualifications.
2. The employer may enter into an agreement with the employee on the improvement of qualifications through further study in addition to employment in accordance with the relevant provisions of the Labor Code. The employee submits a request for consent to study

alongside employment, work allowances and material security shall be submitted by the employee to his or her immediate supervisor, who shall submit it, together with his or her opinion, to the statutory body of the Agency for a final opinion.

3. Part of the aforementioned agreement is the employee's obligation to reimburse the costs incurred for the improvement of qualifications in the event that he or she fails to comply with his or her obligation to remain in the employment relationship with the employer for the agreed period.

## **Article 22 Storage of uppers and vehicles**

1. The employer ensures the safekeeping of outerwear and personal items that employees usually carry to work. It provides employees with lockable office space. The employee is obliged to secure his or her belongings against theft, but this does not affect the employer's responsibility for damage to stored belongings pursuant to § 193 of the Labor Code.
2. The employer will allow employees to park in its parking lot within its possibilities, while it is entitled to issue rules governing such a procedure.

## **Article 23 Rest areas and sanitary facilities**

1. The workplaces have designated areas with the necessary infrastructure, which are intended for employees to rest and have refreshments.

## **Article 24 Work protection**

2. Senior employees at all levels of management within the scope of their competence are responsible for the fulfillment of tasks in the area of health and safety at work.

## **Article 25 Training on work safety and fire protection**

1. The employer is obliged to properly and demonstrably acquaint each new employee with the legal regulations, instructions and other regulations to ensure safety and health protection at work, provide training on fire protection and inform them about the protection of personal data processed by the employer.
2. Method of conducting the training:
  - a) oral lecture,
  - b) oral or written verification of knowledge;
  - 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 the safety of work when transferring them to another workplace when introducing new technology or working procedures, when installing new equipment.

## **Article 26 Liability for damage**

1. The employee is responsible to the employer
  - a) for damage caused by the guilty party's breach of duties in the performance of work tasks or in direct connection with them (general liability);
  - b) for non-fulfillment of obligations pursuant to § 178 of the Labor Code, for a shortfall in the entrusted values, which the employee is obliged to account for,
  - c) for the loss of entrusted objects.
2. The agreement on material responsibility for the shortfall in entrusted values is concluded by the employer with 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 office inventory items, etc.
4. If several employees are responsible for the damage, each of them is obliged to compensate a proportion of the damage according to the degree of their fault.
5. The amount of compensation for damage caused by negligence may not exceed, for an individual employee, an amount equal to four times his or her average monthly earnings before the breach of duties by which he or she caused the damage. This restriction does not apply if the employee is specifically liable according to § 182 to § 185 of the Labor Code or if the damage was caused intentionally or under the influence of alcohol or after consuming of narcotic or psychotropic substances. In these cases, the employee pays the damage in full.
6. In the event of any damage to health or property, senior employees write a damage report.
7. Each employee, in his or her own interest, reports the damage for which the employer is responsible to his direct supervisor without unnecessary delay. There is a 15-day preclusion period for reporting a claim for compensation for the delayed items, which is calculated from the day the employee became aware of the damage.

#### **Article 27**

#### **Complaints, notifications and labor disputes**

1. Employees have the right to file a complaint with the employer except for reasons pursuant to § 13 par. 5 of the Labor Code, including in connection with the exercise of rights and obligations arising from employment relationships.
2. Complaints are handled and registered by the Agency's office, which is obliged to investigate the complaint in cooperation with the direct supervisor of the person against whom the complaint is directed and to respond to the employee without undue delay, within 14 days of receiving the complaint at the latest.
3. In case of a well-founded complaint, the employer shall immediately carry out remedial action, including inference of responsibility, and remove the consequences of the action that led to the complaint.
4. In order to prevent individual and collective labor disputes, all employees are obliged to observe the rules of decent behavior in interpersonal and work relations, as well as to observe all legal, prescribed and agreed standards.

#### **Article 28**

#### **Final provisions**

1. Managers shall be obliged to demonstrably familiarize subordinate employees with these Labor Rules.
2. Employees may consult the work schedule at any time, which will be stored on the employer's website. The Head of the Office is authorised to give the interpretation.
3. These Labor Rules shall enter into force on the date of their approval by the Executive Board.

Bratislava, 14 December 2023

**prof. Ing. Robert Redhammer, PhD.**  
Chairman of the Executive Board