

Attachment to Notice No 2/2021/2022 of the Rector of Adam Mickiewicz University, Poznań of 4 April 2022 adopting the uniform text of the Regulations of the Employee Benefit Fund of Adam Mickiewicz University, Poznań

REGULATIONS

OF THE EMPLOYEE BENEFIT FUND OF ADAM MICKIEWICZ UNIVERSITY, POZNAŃ

I. General provisions

§ 1

The present Regulations lay down the principles and terms of using the services and benefits financed from the employee benefit fund, hereinafter referred to as the 'Fund', at Adam Mickiewicz University, Poznań, hereinafter referred to as 'AMU', and the rules of allocating funds to specific purposes and types of employee benefits.

§ 2

1. The Fund shall be made up of an annual contribution, whereby:

- 1) for AMU employees, a contribution to the Fund shall be made amounting to 6.5% of the annual salaries planned by AMU in the preceding year;
- 2) for former AMU employees currently in pension or disability pension, the contribution to the Fund for a given calendar year shall amount to 10% of the annual sum of the lowest pension or disability pension in the preceding year ascertained pursuant to Article 94 (2)(1)(a) of the Act of 17 December 1998 on pensions and disability pensions from the Social Security Fund.

2. The Fund shall be increased by:

- 1) proceeds from fees charged from persons and organisational units that receive benefits from the Fund;
- 2) donations and bequests from natural and legal persons;
- 3) interest on Fund money;
- 4) proceeds from interest on loans for housing purposes;
- 5) proceeds from the sale, lease and liquidation of fixed assets used for employee benefits, to the extent that they are used for the maintenance or replacement of AMU social facilities;
- 6) proceeds from the sale and liquidation of AMU houses and dwellings to the extent that they are not used for the maintenance of the remaining AMU housing facilities;
- 7) other funds specified in separate provisions.

3. The contributions referred to in section 1 shall constitute one fund.

4. The resources in the Fund may be used up to 30% under an employee pension scheme, provided that such a scheme is established at AMU.

The means shall be used in the manner referred to in the preceding sentence pursuant to the provisions of the Act of 20 April 2004 on employee pension schemes.

§ 3

The equivalent of the contributions and increases calculated in accordance with the provisions hereof for a given calendar year shall be transferred to the Fund's bank account by 30 September of that year, with the proviso that at least 75% of the equivalent of the contributions referred to in § 2(1) shall be transferred by 31 May of

that year.

§ 4

1. The Fund shall be managed by the Rector.
2. The resources in the Fund shall be allocated and disbursed based on an annual material and financial plan agreed with the trade unions active at AMU.

§ 5

1. The amounts of benefits paid from the Fund shall be determined by the Rector in consultation with the Inter-Union Benefit Fund Panel and the Inter-Union Housing Panel, respectively.

2. The Members of the Panels referred to in section 1 shall be appointed by the Rector. The term of office of the Panels shall last 4 years and begin on 1 September of the year in which the Rector is elected and end on 31 August of the year in which the Rector's term of office ends. The Panels shall operate until the day new Panel members are appointed.
3. Unless otherwise provided herein, the Rector, following the procedure laid down in section 1, shall grant benefits from the Fund to eligible persons and determine their amount. The decisions concerning the granting of a benefit and its amount shall be signed by the Rector or the chairperson of the relevant Inter-Union Panel authorised by the Rector.
4. The granting and the amount of the benefit from the Fund shall depend on the life, family, and economic situation of the eligible person. The benefits shall be granted in cash.
5. Benefits from the Fund shall be granted at the eligible person's application including a statement concerning the income per member of the eligible person's family. The Rector, in consultation with trade unions active at AMU, shall establish, by means of a separate order, specimen application forms, types of applications submitted via the AMURAP IT system, and required attachments to the application.
6. The basis for the granting and the amount of a benefit from the Fund shall be the average gross monthly income per member of the eligible person's family in the calendar year preceding the submission of the application. Gross income shall be defined as income without deduction of tax deductible costs, social and health insurance contributions, and due income tax.
7. The basis for determining the income per member of the entitled person's family shall be the sum of taxed and non-taxed income from all sources obtained by family members remaining in the common household, divided by the number of these persons. At the request of the Rector, the entitled person shall be obliged to present documents confirming the information provided in the statement of income. The refusal to provide the documents may result in the refusal to grant the benefit.
8. The amount of the benefit from the Fund shall depend on the income bracket indicated in the statement of income.
9. In the statement of income, the entitled person shall indicate one of the following income brackets per member of the entitled person's family:
 - 1) I bracket – income up to 150% of the minimum wage in force in the calendar year preceding the submission of the application;
 - 2) II bracket – income between 150% and 225% of the minimum wage in force in the calendar year preceding the submission of the application;
 - 3) III bracket – income between 225% and 300% of the minimum wage in force in the calendar year preceding the submission of the application;
 - 4) IV bracket – income above 300% of the minimum wage in force in the calendar year preceding the submission of the application.
- 10.** *deleted.*
11. A person who has submitted a statement of income that is untrue, has submitted falsified documents or has otherwise knowingly and intentionally misled the Rector, shall be obliged to return the benefit received within the period specified by the Rector.

§ 5a

1. The controller of personal data processed in the course of granting benefits from the Fund is Adam Mickiewicz University, Poznań, with its registered seat at ul. H. Wieniawskiego 1, 61-712 Poznań.
2. Contact information of the data protection officer: iod@amu.edu.pl.
3. The personal data of eligible persons are processed pursuant to Article 6 (1)(c) and Article 9 (2)(b) of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (EU Official Journal L 119/1 of 04/05/2016, as amended), hereinafter referred to also as the "GDPR", in conjunction with Article 8 of the Act of 4 March 1994 on the employee benefit fund (i.e. Journal of Laws of 2020, item 1070, as amended).
4. The personal data of eligible persons (including data concerning health) are processed by the Controller and by employees acting on behalf of the Controller who have been authorised in writing to process such data. Persons authorised to process the data of eligible persons shall be obliged to keep it secret.
5. Personal data of eligible persons shall be processed solely for the purpose of their exercising their right to a service at reduced price, a benefit and a subsidy from the Fund, and establishing their amount.
6. Eligible persons shall provide their personal data in the form of a statement in paper or electronic form, forming part of the application for a benefit from the Fund or a separate document, if necessary. AMU may require confirmation of the personal data resulting from the statement to the extent necessary to confirm them.

Confirmation may take place in particular on the basis of statements and certificates about the life (including health), family, and economic situation of the eligible person.

7. AMU shall process personal data obtained from eligible persons for the period necessary to grant services at reduced prices, benefits, and subsidies from the Fund and to determine their amount as well as for the period necessary to assert rights or claims, and after this period, pursuant to the provisions of the Act on the national archival resources and archives.
8. AMU shall review personal data obtained from eligible persons at least once a calendar year to determine the necessity of their further storage. AMU shall delete personal data whose further storage is unnecessary for the purposes for which it was collected.
9. An eligible person shall have the right to access their data, to request their rectification, and to restrict their processing.

§ 6

1. The Welfare Unit shall provide advice and information on the use of the Fund and keep records of the use of the Fund.
2. Eligible persons can obtain information about decisions on the granting of particular types of benefits directly from the Welfare Unit.

II. Persons eligible to use the Fund

§ 7

1. The following persons are eligible to use the Fund:
 - 1) AMU employees, hereinafter referred to as "employees";
 - 2) pensioners – former AMU employees who obtained their pension rights at AMU, hereinafter referred to as "pensioners";
 - 3) a spouse receiving a survivor's benefit after the death of an employee or a pensioner;
 - 4) persons receiving rehabilitation benefits;
 - 5) persons enrolled in intramural doctoral studies from the second year onwards, hereinafter referred to as "doctoral students";
 - 6) persons who, in a given calendar year, are employed under a seasonal employment contract;
 - 7) children of persons listed in subsections 1–6, hereinafter referred to as "children".
2. Children referred to in section 1 (7) are own children, adopted children, and children accepted for upbringing within a foster family of persons referred to in section 1 (1–6):
 - 1) for whom a family allowance or care allowance was collected during the entire previous calendar year, until the child completes secondary education, but no longer than until the age of 21;
 - 2) for whom a care allowance is received;
 - 3) other children until the child completes secondary education, but no longer than until the age of 21;
 - 4) children of a deceased employee until the child completes secondary education, but not longer than until the age of 21;
 - 5) children of a deceased pensioner until the child completes secondary education, but no longer than until the age of 21.
3. The rights of persons mentioned in section 1 (2) who acquired the right to

disability pension from an employer other than AMU and who subsequently acquired the right to pension during their employment at AMU shall be confirmed by the Rector.

4. Subsidy for child care in nurseries or children's clubs, by a day carer or a nanny, in kindergartens and other forms of pre-school education shall be granted for the care of each child. The subsidy shall not be granted during unpaid leave granted at the request of the employee and during the employee's parental leave. In the case of spouses employed at AMU, the subsidy is granted to one of them.

5. *deleted.*

III. Division and purpose of the Fund

§ 8

1. The Fund referred to in § 2 (1)(1) shall consist of:
 - 1) the benefit fund – constituting 90% of the Fund;
 - 2) the housing fund – constituting 10% of the Fund.

2. The Fund referred to in § 2 (1)(2) shall consist of:

- 1) the benefit fund – constituting 95% of the Fund;
- 2) the housing fund – constituting 5% of the Fund.

§ 9

1. The benefit fund referred to in § 8 (1)(1) shall be used for the following purposes:

- 1) to subsidise the costs of individual summer holidays of the persons mentioned in § 7 (1)(1), (5), (6) and (7), hereinafter referred to as "summer holidays benefit";
- 2) *deleted*,
- 3) to subsidise the costs of health and rehabilitation camps for disabled children, their sanatorium treatment at therapeutic and sanatorium facilities, rehabilitation and training establishments and therapeutic and care centres, as well as travel associated with these forms of medical care, until the child completes secondary education but no longer than until the age of 21, and for the guardian of these children;
- 4) to subsidise child care in nurseries or children's clubs, by a day carer or a nanny, in kindergartens and other forms of pre-school education;
- 5) to subsidise an annual picnic organised by AMU for employees, pensioners, and their family members;
- 6) to subsidise the annual costs of sport activity for employees organised at AMU sport facilities;
- 7) to subsidise the maintenance of AMU facilities intended for the recreation of employees, pensioners, and their family members;
- 8) to subsidise the cost of individual Christmas and winter holidays for persons referred to in § 7 (1)(1) and (6), hereinafter referred to as "Christmas and winter holidays benefit";
- 9) *deleted*,
- 10) to offer hardship benefits for employees;
- 11) to subsidise a programme entitling to sports and recreational services in which AMU participates under a contract concluded with a third party for eligible persons within the meaning of § 7 (1)(1), (6) and (7) (regarding items 1 and 6) hereof.

2. The housing fund referred to in § 8 (1)(2) shall be used for housing loans for employees.

§ 10

1. The benefit fund referred to in § 8 (2)(1) shall be used for the following purposes:

- 1) to subsidise the costs of individual summer holidays of the persons mentioned in § 7 (1)(2–4) and (7), hereinafter referred to as "summer holidays benefit";
- 2) *deleted*,
- 3) to subsidise the costs of health and rehabilitation camps for disabled children, their sanatorium treatment at therapeutic and sanatorium facilities, rehabilitation and training establishments and therapeutic and care centres, as well as travel associated with these forms of medical care, until the child completes secondary education but no longer than until the age of 21, and for the guardian of these children;
- 4) to subsidise the cost of individual Christmas and winter holidays for persons referred to in § 7 (1)(2–4), hereinafter referred to as "Christmas and winter holidays benefit";

- 5) to subsidise an annual integration meeting for pensioners;
 - 5a) to subsidise the annual picnic referred to in § 9 (1)(5);
 - 6) to pay hardship benefits for pensioners;
 - 7) to subsidise a programme entitling to sports and recreational services in which AMU participates under a contract concluded with a third party for eligible persons within the meaning of § 7 (1)(2), (4) and (7) (regarding items 2 and 4) of the Regulations.
2. The housing fund referred to in § 8 (2)(2) shall be used for housing loans for pensioners.

§ 10a

The Rector, in consultation with the Inter-Union Panels referred to in § 5 (1), shall determine annually in the Fund's material and financial plan the distribution of resources necessary to carry out the activities referred to in § 9 and § 10.

IV. Rules for granting benefits from the benefit fund

§ 11

1. The Rector, in consultation with the Inter-Union Benefit Fund Panel, shall determine annually the amounts of benefits from the benefit fund. Eligible persons shall receive benefits from the benefit fund in the amount determined according to the following rules:
 - 1) employees who indicated bracket I in their statement of income shall receive 100% of the determined amount of the benefit provided that they have no eligible children;
 - 2) employees who indicated bracket II in their statement of income shall receive 90% of the determined amount of the benefit provided that they have no eligible children;
 - 3) employees who indicated bracket III in their statement of income shall receive 80% of the determined amount of the benefit provided that they have no eligible children;
 - 3a) employees who indicated bracket IV in their statement of income shall receive 70% of the determined amount of the benefit provided that they have no eligible children;
 - 4) employees who have children shall receive the benefits listed in § 9 (5), (6), (9) and (10) in the amount determined according to the rules laid down in items 1, 2, 3 or 3a, respectively, and the benefits listed in § 9 (1)(1), (2), (3), (4) and (8) in the amount determined according to the rules laid down in items 1, 2, 3 or 3a, respectively, multiplied by the following rate:
 - a) 1.4 if they have children for whom family allowance was received during the entire preceding calendar year, until the child completes secondary education but no longer than until the age of 21, or for whom a care allowance is received;
 - b) 1.3 if they have children for whom care allowance was received during the entire preceding calendar year, until the child completes secondary education but no longer than until the age of 21,
 - c) 1.2 if they have children referred to in § 7 (2)(3);
 - d) 1.5 if they have more than two eligible children referred to in § 7 (2)(1–3);
 - e) pensioners, a spouse receiving a survivor's benefit after the death of an employee or a pensioner, and persons receiving rehabilitation benefits who indicated in their statement of income:
 - a) bracket I – shall receive 100% of the determined amount of the benefit;
 - b) bracket II – shall receive 90% of the determined amount of the benefit;
 - c) bracket III – shall receive 80% of the determined amount of the benefit;
 - d) bracket IV – shall receive 70% of the determined amount of the benefit;
 - 6) doctoral students who indicated in their statement of income:
 - a) bracket I – shall receive 80 % of the determined amount of the benefit;
 - b) bracket II – shall receive 70 % of the determined amount of the benefit;
 - c) bracket III – shall receive 60 % of the determined amount of the benefit;
 - d) bracket IV – shall receive 50 % of the determined amount of the benefit;
 - 7) children referred to in § 7 (2)(1–2) shall receive 60% of the determined amount of the benefit;
 - 8) children referred to in § 7 (2)(3–5) shall receive 50% of the determined amount of the benefit.
2. The persons who go on holiday referred to in § 9 (1)(2) or in § 10 (1)(2) shall

receive only the benefit referred to in section 1 (7) and (8). The persons whose children go on holiday referred to in § 9 (1)(3) or in § 10 (1)(3) may receive additional benefit in the amount determined according to the rules laid down in section 1 (1), (2), (3), (3a), (5) or (6), respectively, multiplied by 1.1.

3. Both spouses employed at AMU are eligible for the benefits listed in section 1 (7) and (8).
4. For pensioners, a spouse receiving a survivor's benefit after the death of an employee or a pensioner, and persons receiving rehabilitation benefits, the amount of benefit referred to in § 5 (1) shall correspond to the amount calculated pursuant to § 8 (2)(1) divided by the number of eligible persons.
5. The provisions of section 1 (1), (2), (3), (3a), (4), (7) and (8) as well as sections 2 and 3 apply *mutatis mutandis* to persons listed in § 7 (1)(6).
6. Eligible persons within the meaning of § 7 (1)(1), (2), (4), (6) and (7) (with respect to items 1, 2, 4 and 6) hereof shall receive the benefit referred to in § 9 (1)(11) or § 10 (1)(7) hereof, respectively, in an amount determined according to the rules laid down in § 11 (1)(1–3a) hereof.

§ 12

1. Persons eligible to receive the hardship benefit shall be the persons listed in § 7 (1)(1), (2), (4) and (6).

2. The eligible persons referred to in section 1 may also receive a hardship benefit for their children listed in § 7 (2)(1–5).

§ 13

1. Applications for hardship benefits shall be examined once in a quarter by the Inter-Union Benefit Fund Panel.
2. In the period between sessions of the Panel, hardship benefits shall be granted by the Rector.

deleted

§ 14

§ 15

Subject to § 7 (4), benefits from the benefit fund shall not be granted if on the day of submitting the application the employee is in an unpaid leave, with the exception of child care leaves. Where an employee is employed at AMU under more than one employment relationship, benefits from the benefit fund shall not be granted if the employee is on unpaid leave as referred to in the preceding sentence simultaneously under all employment relationships.

V. Rules for granting loans from the housing fund

§ 16

The resources of the housing fund shall be:

- 1) resources referred to in § 8 (1)(2) and (2)(2);
- 2) proceeds from repayment of and interest on housing loans;
- 3) resources in the housing fund not used in the preceding calendar year.

§ 17

Loans from the housing fund may be granted for:

- 1) dwelling renovations;
- 2) supplementing own contribution to a cooperative flat allocated under the terms of a tenancy or ownership of the flat; up to 5 times the amount of the loan for dwelling renovation;
- 3) supplementing own contribution to a council flat from the resources of a social housing association up to the amount of the full contribution; up to 5 times the amount of the loan for dwelling renovation;
- 4) purchase of a residential building, a dwelling constituting a separate real property, an ownership right in a dwelling in a housing cooperative from legal or natural persons, or transfer of ownership; up to 5 times the amount of the loan for dwelling renovation;
- 5) supplementing own contribution in the event of conversion of a tenancy right to a dwelling into ownership; up to 5 times the amount of the loan for dwelling renovation;
- 6) payments required for the exchange of a dwelling; up to 5 times the amount of the loan for dwelling renovation;
- 7) adaptation of premises to a dwelling; up to 5 times the amount of the loan for dwelling renovation;
- 8) repayment of a housing loan granted by a bank for the purchase of a residential building, a dwelling constituting a separate real property, or an ownership right in a dwelling in a housing cooperative; up to 5 times the amount of the loan for dwelling renovation;
- 9) construction of a single-family house or a dwelling constituting a separate real property; up to 5 times the amount of the loan for dwelling renovation.

§ 18

1. Loans from the housing fund may be granted to:
 - 1) employees employed at AMU for an indefinite period of time;
 - 2) employees employed at AMU on the basis of nomination or under a fixed-term employment contract.
2. Loans shall not be granted to persons employed:
 - 1) for a probationary period;
 - 2) for the period of performing a specific work or for the period of temporary replacement.

§ 19

Loans from the housing fund referred to in § 17 shall not be granted while the employee is on child care leave or unpaid leave granted at the employee's request.

§ 20

1. During their employment at AMU, the employee eligible to use the housing fund may be granted only one of the loans listed in § 17 (2–9), not more often than once every 8 years counting from the day on which the loan agreement is concluded.
2. Dwelling renovation loans may be granted once every 3 years counting from the day on which the loan agreement is concluded.

§ 21

1. Pensioners may be granted loans from the housing fund referred to in § 8 (2)(2) for dwelling renovation only.
2. The Rector may grant pensioners a loan for housing purposes other than those specified in section 1 if there are specific circumstances justifying its granting.
3. The amount of the loan referred to in section 2 shall not exceed 5 times the amount of the dwelling renovation loan determined for pensioners.

§ 22

Pensioners may be granted loans listed in:

- 1) § 21 (1) – once every 3 years;
 - 2) § 21 (2) – once every 8 years;
- counting from the day the loan agreement is concluded.

§ 23

The granting of a dwelling renovation loan to an eligible person shall not preclude the granting of a loan to:

- 1) an employee – loan referred to in § 17 (2–9);
- 2) a pensioner – loan referred to in § 21 (2).

§ 24

The amounts of loans referred to in § 17 and § 21 and the amount of interest rate shall be determined each year by the Rector in consultation with the Inter-Union Housing Panel in the form of a relevant agreement.

§ 25

1. Loans from the housing fund shall not be granted:
 - 1) during the period of suspension of loan repayment;
 - 2) prior to the repayment of a previously granted loan.
2. The period of suspension of loan repayment and extended periods of loan repayment referred to in § 37 (3) and § 39 (3) are added to the period of frequency referred to in § 20 and § 22 if the loan is repaid for a longer period than it was laid down in the loan agreement.

§ 26

If an employee was not granted a loan in the amount specified under § 17 (9) due to lack of resources, they may submit an application requesting that the amount of the loan be complemented.

§ 27

1. A loan specified in § 17 granted at the application of an eligible person at an amount lower than that specified in the relevant agreement for a given calendar year shall not be complemented.
2. The conclusion of a loan agreement for an amount lower than that specified in the relevant agreement shall not entitle the borrower to conclude an agreement

for the unused amount.

§ 28

An application for a loan from the housing fund for a purpose specified in § 17 (2), (3), (5), (6) and (8) shall be accompanied by, respectively:

- 1) a housing allocation document or a tenancy agreement which confirms the right of the applicant or their spouse;
- 2) a document confirming the obligation to make a payment and the amount thereof.

1. An application for a loan from the housing fund for the purpose specified in § 17 (4) shall be accompanied by a contract for the purchase of the premises or building or a preliminary contract drawn up in the form of a notarial deed.
2. If a loan is granted for the purchase of premises or a building on the basis of a preliminary contract, the borrower must, within 180 days of the conclusion of the loan agreement, supplement the application with the notarial deed of purchase of the premises or building.
3. A borrower who fails to supplement the application with the notarial deed of purchase of the premises or the building within the period specified in section 2 is obliged to immediately return the amount of the loan granted plus statutory interest at the rate applicable in the month in which the loan agreement was concluded.
4. The amount of interest is calculated by the Bursary.

§ 30

An application for a loan from the housing fund for the purpose specified in § 17 (7) shall be accompanied by a decision on the allocation of premises for adaptation to a dwelling which confirms the right of the eligible person or their spouse and which contains a cost estimate.

§ 31

An application for a loan from the housing fund for the purpose specified in § 17 (9) shall be accompanied by a permit for the construction of a house or an agreement for the development of a dwelling that constitutes separate real property which confirms the right of the eligible person or their spouse and which contains a cost estimate.

§ 32

No loan may be granted from the housing fund for the purchase of a building plot and the construction or purchase of a holiday home.

VI. Conclusion of agreements and terms of payment, suspension, postponement, and remission of loans granted from the housing fund

§ 33

1. Agreements concerning loans from the housing fund are drafted by the Welfare Unit.
2. The amount of individual loan granted from the housing fund and the interest rate and payment terms are determined by the Rector in the agreement concluded with the borrower.
3. The maximum amount of loan and the amount of interest on the loan may not differ from the terms laid down in the agreement referred to in § 24.
4. The loan shall be repaid by deduction from salary under the employment relationship, unless otherwise provided for in the Regulations.

§ 34

1. Loan agreements for dwelling renovation shall include repayment guarantees by two guarantors – employees of AMU in the event that the loan becomes uncollectible or that the borrower is in default. The guarantors may be employees who have been employed for an indefinite period or for a fixed period exceeding 2 years.
2. Other loan agreements shall include repayment guarantees by two guarantors – AMU employees employed for an indefinite period in the event that the loan becomes uncollectible or that the borrower is in default.

3. At the request of the borrower, the Rector may consent to one of the two guarantors referred to in section 2 being an employee of AMU for a definite period of time exceeding 2 years.

§ 35

1. When concluding the loan agreement, the borrower and the guarantors shall provide the person drawing up the agreement with the following personal data:

- 1) full name and current home address;
- 2) Civil Registration Number (PESEL);
- 3) identity document number;
- 4) information about the amount of salary under the employment relationship for the month preceding the conclusion of the loan agreement from which an instalment may be deducted.
- 5) *deleted*.

2. If the monthly salary is lower than the monthly loan instalment, subject to the provisions of section 5, the borrower is obliged to make a statement in the presence of the guarantors that the missing amount of the loan instalment, after deduction from the salary under the employment relationship, would be paid at the latest by the 15th day of each month to the housing fund account or AMU cashier's office.
3. The guarantors shall not be employees whose salary under the employment relationship for the month preceding the conclusion of the agreement is lower than half of the loan instalment, subject to the provisions of section 5.
4. The guarantor shall not be an employee with regard to whom the Rector or Chancellor has decided that their employment relationship would be terminated or would expire in connection with retirement, or be during the period of notice of termination for other reasons.
5. The provisions of the Labour Code regarding the amount free from deductions shall apply to the deduction of loan instalments from the salary.
6. The borrower's refusal to make the statement referred to in section 2 shall cause the person drawing up the loan agreement to notify the Rector, who shall revoke their earlier decision on granting the loan.

§ 36

1. The agreement signed by the borrower and the guarantors shall be submitted by the Welfare Unit to the Rector or a person authorised by the Rector and the Bursar for signature. Copies of the agreement shall be provided to the borrower, the Bursary, and the Welfare Department.
2. The Welfare Unit and the Bursary shall keep a record of agreements concluded and loans granted, and store the agreements in an orderly manner.

§ 37

1. A loan granted from the housing fund for the purpose of dwelling renovation shall be repaid within three years.
2. Loans granted from the housing fund for the purposes specified in § 17 (2–9) shall be repaid over a period of 8 years.
3. A borrower who indicated income bracket I or II in their statement of income may, at the drawing up of the loan agreement, agree to a longer repayment period, yet not by more than 6 months.
4. A loan granted to a person employed at AMU for a definite period of time shall be repaid over the period mentioned in sections 1–3, subject to section 5.
5. If a fixed-term employment contract is terminated prior to the repayment of the loan and another employment contract which would enable the loan to be repaid in instalments in the manner stipulated in the loan agreement is not concluded with the employee, the loan shall be repaid in the mode defined in § 43 (1) and (2).
6. Persons whose loan repayment period, pursuant to an agreement for a loan granted for the purposes specified in § 17 (2–9), is shorter than 8 years may, by the decision of the Rector and with the consent of the guarantors, extend the loan repayment period to 8 years. The possibility of extending the loan repayment period shall apply only to the part of the loan whose due date will expire after the decision of the Rector and the consent of the guarantors.
7. The provisions of section 6 shall not apply to persons who are in arrears with the repayment of the loan instalments.

§ 38

1. The borrower may, when drawing up the loan agreement, agree to a shorter loan repayment period.
2. Setting a shorter loan repayment period shall not affect the rules concerning the frequency of use of the housing fund laid down in § 20 and § 22.

§ 39

1. The repayment of the loan by an employee from their salary under the employment relationship shall commence in the month following the conclusion of the loan agreement.
2. The repayment of the loan by a pensioner shall commence in the month following the conclusion of the loan agreement and be due by the 15th day of each month at AMU cashier's office or to the housing fund account.
3. A borrower who indicated income bracket I or II in their statement of income may, at the drawing up of the loan agreement, stipulate that they would start repaying the loan in the second, third, or fourth month following the conclusion of the loan agreement.
4. If the employee ceases to repay the loan, the outstanding instalments shall be deducted from the employee's next salary under the employment relationship or other amounts due for work performed.
5. If the deduction referred to in section 4 proves impossible or insufficient to cover the outstanding instalments, the outstanding instalments shall be deducted from the guarantors from their salary under the employment relationship or other amounts due for work performed.

§ 40

1. In justified cases, the Rector, after consulting the Inter-Union Housing Panel, may decide to suspend loan repayment.
2. Loan repayment may be suspended for a period not exceeding 6 months, provided that the borrower is not in arrears with loan repayment.
3. The decision of the Rector to suspend the repayment of the same loan may not be made more than 3 times.
4. The decision of the Rector to suspend loan repayment shall require the application of the borrower and the consent of the guarantors.

§ 41

1. In justified cases, such as a serious illness of the borrower or the death of the borrower or the borrower's spouse, the outstanding loan granted for the purpose referred to in § 17 (2–9) may be remitted in part or in whole by the Rector's decision after consulting the Inter-Union Housing Panel. An application for loan remission shall require documentation of the applicant's personal, family, and financial situation.
2. In the case of the death of the borrower, an outstanding loan for dwelling renovation is remitted in its entirety by the decision of the Rector.

§ 42

1. In the event of a one-off repayment of the whole or part of the loan by the borrower, the Rector shall waive the interest on the amount of the loan so repaid.
2. The Rector shall determine by way of an individual decision the amount of the loan to be repaid and the relevant amount of the interest to be remitted at the request of the borrower.
3. A one-off repayment of the whole or a part of the loan shall not affect the rules concerning the frequency of use of the housing fund laid down in § 20 and § 22.
4. In the event of a one-off repayment of a part of the loan, the outstanding amount of the loan with interest may, at the borrower's request, be spread out over the number of the remaining instalments determined in the agreement.

§ 43

1. A loan for dwelling renovation where the employment relationship was terminated or expired for reasons other than:
 - 1) retirement or disability pension;
 - 2) granting of rehabilitation benefit;
 - 3) granting of pre-retirement benefit;
 - 4) reasons not related to the employee;must be repaid within a period not exceeding 6 months from the date of termination or expiry of the employment relationship, by the decision of the Rector taken at the employee's request.
2. A loan for the purposes mentioned in § 17 (2–9) where the employment relationship was terminated or expired for reasons other than:
 - 1) retirement or disability pension;
 - 2) granting of rehabilitation benefit;
 - 3) granting of pre-retirement benefit;
 - 4) reasons not related to the employee;must be repaid within a period not exceeding 12 months from the date of termination or expiry of the employment relationship, by the decision of the Rector

taken at the employee's request.

3. The decision to spread the loan out over instalments in the cases referred to in sections 1 and 2 shall be taken by the Rector in consultation with the Inter-Union Housing Panel.
4. In the case of the death of the borrower, if the loan granted for a purpose specified in § 17 (2–9) is not remitted in part or in whole by the Rector, it shall be repaid by the guarantors in instalments as laid down in the agreement.
5. If the employee omits to submit within 30 days of the date of termination or expiry of the employment relationship an appropriate application to repay the loan in instalments for the reasons referred to in sections 1 and 2, the Rector shall decide on immediate repayment of the loan in full and notify the guarantors of the decision.

§ 44

1. If the employment relationship is terminated or expires for reasons other than those specified in § 43 (1) and (2), the obligation to repay the loan in instalments laid down in the agreement may be assumed by a spouse employed at AMU.
2. The decision on the assumption of the obligations referred to in section 1 shall be taken by the Rector at the joint request of the spouses.

§ 45

If the employment relationship is terminated or expires for reasons other than those specified in § 43 (1) and (2) the obligation to repay the loan in instalments laid down in the agreement may be assumed, subject to the consent of the Rector, by a guarantor employed at AMU.

VII. Final provisions

§ 46

1. The summer holiday benefit and the Christmas and winter holiday benefits shall be paid on the basis of the eligible person's application submitted in a given calendar year.
2. Failure to submit the application referred to in section 1 in a given calendar year shall mean that the eligible person waives their right to summer and Christmas and winter holiday benefits, which shall not be paid in the following calendar year.
3. Applications for the payment of benefits referred to in section 1 should be submitted within the time limits specified in the communication from the Rector and the Inter-Union Benefit Fund Panel. The benefits shall be granted according to the employment status as of the date indicated in the communication referred to in the previous sentence and according to the family status as of the date of the application.
4. Benefits granted from the benefit fund shall be paid within the time limits agreed by the Rector and the Inter-Union Benefit Fund Panel and the Bursary and the Centre for Employee Affairs.
5. Child care benefits from the benefit fund as referred to in § 7 (4) shall be paid at the application of the employee submitted in a given calendar year.

The application must be accompanied by a document confirming child care.

§ 47

1. Applications for loans from the housing fund shall be examined by the Inter-Union Housing Panel on a quarterly basis.
2. In exceptional cases, applications for loans from the housing fund may be examined by the Chairperson of the Inter-Union Housing Panel and submitted to the Rector for decision.

§ 48

1. Agreements concerning loans granted in a given calendar year shall be drawn up by 15 December of that calendar year.
2. Failure to sign the agreement with the borrower within the period specified in section 1 shall result in cancellation of the Rector's decision on granting the loan.
3. A person interested in re-granting a loan which has been cancelled is obliged to submit a new application.

§ 49

The amounts obtained from the repayment of loans shall be transferred by the Bursary to the Fund's bank account on an ongoing basis.

§ 50

The Welfare Unit, on the basis of documents submitted by the Bursary, shall monitor the implementation of the loan agreements on an ongoing basis and shall take measures to ensure the fulfilment of the borrowers' and guarantors' obligations under the agreements.

§ 51

Resources from the housing fund may be transferred to the benefit fund and vice versa.

§ 52

1. In the event of a refusal to grant a benefit from the Fund, the person concerned shall be provided a justification for the refusal.
2. Persons whose applications for benefits from the Fund have been rejected may make an appeal to the Rector within 14 days of receiving a justification for the refusal.
3. The Rector shall consider and decide on the appeals after consulting the appropriate Inter-Union Panel.
4. The Rector's decision following an examination of the appeal shall be final and the Welfare Unit shall immediately notify the person concerned of its content.

§ 53

The Bursary shall prepare at the end of each quarter and forward to the Rector the balance in the Fund's bank account together with a statement of income and the costs of welfare and housing activities.

§ 54

Any matters that go beyond the provisions of these Regulations shall be decided by the Rector after consultation with the appropriate Panel.

§ 54a

1. In the period from 12 May 2020 until the day when the competent authorities announce the end of the epidemic related to the SARS-CoV-2 infection:

- 1) pensioners – former employees of AMU who acquired their pension rights at AMU,
- 2) spouses receiving a survivor's benefit after the death of an employee or a pensioner

– may submit applications for summer holiday and Christmas and winter holiday benefits also by e-mail to the following address: plowucha@amu.edu.pl, as a scan or a photo of the original completed application attached to the e-mail.

2. In the period from 12 May 2020 until the day when the competent authorities announce the end of the epidemic related to the SARS-CoV-2 infection:

- 1) children of a deceased employee until the child completes secondary education, but not longer than until the age of 21,
- 2) children of a deceased pensioner until the child completes secondary education, but no longer than until the age of 21

– may submit applications for summer holiday benefits also by e-mail to the following address: plowucha@amu.edu.pl, as a scan or a photo of the original completed application attached to the e-mail.

§ 54b

The provisions of Article 262 of the Act of 3 July 2018 – provisions introducing the Act on Higher Education and Science (Journal of Laws of 2018, item 1669, as amended) shall apply to the rules for creating the deduction referred to in § 2 (1) of these Regulations.

§ 55

These Regulations have been agreed with the trade unions NSZZ "Solidarność" of Adam Mickiewicz University, Poznań, Związek Nauczycielstwa Polskiego Zakładowa Organizacja Związkowa w Uniwersytecie Adama Mickiewicza w Poznaniu, and Związek Zawodowy Nauczycieli Akademickich w Uniwersytecie im. Adama Mickiewicza w Poznaniu.

Rector

Prof. dr hab. Bronisław Marciniak

Chairperson

Company Committee of NSZZ "Solidarność" at Adam Mickiewicz University, Poznań,
mgr Krystyna Andrzejewska

President

Union of Polish Teachers, Trade Union Branch at Adam Mickiewicz University,
Poznań, Dr Wojciech Kamiński

Chairperson

Union of Academic Teachers at Adam Mickiewicz University, Poznań, Mgr Thomas Anessi