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Preamble

Based on the authorization granted in Article 94 (6) of Act CCIV of 2011 on National Higher Education, Meacenas Universitatis Corvini Foundation (hereinafter: “MUC”) as the Operator of Corvinus University of Budapest as a private university (hereinafter: the “University”, “CORVINUS” or the employer) hereby adopts the following Employment Regulation (hereinafter: the “Regulation”) as part of the Employment Criteria, to settle the employment relations at the University, with consideration to the internal regulations of the University and the provisions of the relevant legal rules.


PART ONE

GENERAL PROVISIONS

The purpose and scope of the Regulation

1. §

- (1) The purpose of this Regulation is to lay down framework rules within the employment criteria of the University which provide theoretical bases for the additional, detailed rules of the Employment Criteria and to promote the performance of educational, scientific and research or creative activity at the University at a high standard.
- (2) The scope hereof shall extend to all lecturers and scientific researchers of the University, all persons bearing the titles “Professor Emerita”, “Professor Emeritus”, “Private Professor”, “Honorary University Professor” or “Honorary Associate Professor” awarded by the University, all persons employed in any job or being engaged in any educational or other activity in any other legal relationship aimed at work, as well as all persons employed as students.
- (3) In particularly justified cases related to the development of the University, the Presidential Board may decide, based on the proposal of the person exercising employer’s rights, to relieve any person from the requirement to fulfil the conditions required in the Criteria, which is not contrary to the provisions of the applicable legal rules.
- (4) This Regulation determines framework rules for the employment, which may be specified in the detailed rules determined, based on the authorization granted herein, in the Collective Agreement of the University or the provisions of the Presidential Board or executive provisions or guidelines, provided that such lower ranking regulations may not be contrary to the provisions of the legal rules which permit no deviation, the Founding Charter (hereinafter: the “FCH”), the Organisational and Operational Procedures (hereinafter: the “OOP”) or the provisions hereof. Any condition to the contrary, whether set out in an employment contract or any other agreement concluded with the employer for work, shall be null and void.

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The subjects of the employment relationship

2. §

- (1) The subjects of the employment relationship shall be:
- a) the University as employer,
 - b) the employees engaged in an employment relationship with the University (hereinafter: the “employee”)
 - c) if expressly so defined herein:
 - ca) persons engaged in another legal relationship for work with the University,
 - cb) the holders of titles not related to the job of lecturers,
 - cc) the persons engaged in a student relationship for internship or other student relationship for work established with the University,
 - cd) persons engaged for the purpose of temporary work.

EMPLOYER’S POWERS

The division of employer’s rights


3. §

- (1) Employer’s rights may only be exercised by executive employees.
- (2) Direct work management powers may be exercised by an employee not in executive position as well, based on a job description, position description or work instruction to such effect. The person exercising direct work management powers may initiate or make proposals as to the exercising of the rights included in the employer’s rights, grant holidays to, and check the taking of holidays by, the employees.


The exercising of employer’s rights

4. §

- (1) Pursuant to the “one-over-one” principle, the employer may exercise its employer’s rights defined in 3. §(1) over its subordinate executives and employees with the consent of his/her superior, providing that
 - a) the powers defined in 3. §(1) shall be exercised over the Rector by the Board of Trustees of the operator, except for the appointment and the removal from office of the Rector by the President of Hungary. The right to approve holidays, temporary delegations and other leaves shall be exercised by the President of the University;
 - b) the powers defined in 3. §(1)–3. §(2) shall be exercised over the President by the Board of Trustees of the operator;


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- c) the powers defined in Article 3. §(1) and the powers defined in Section (2) shall be exercised over the Chancellor by the Board of Trustees of the operator and the President, respectively;
- (2) The person exercising employer’s rights shall obtain the consent of his/her superior, providing that any detrimental legal consequences arising from a failure to do so shall rest with the person exercising the employer’s rights.
- (3) As part of the powers granted in the FCH and the OOP, the Rector shall be authorized to exercise all employer’s rights in the educational and research organisational units under the Rector’s control (including all activities performed in any legal relationship) and the academic service providers (hereinafter collectively referred to as the “Rector’s division”), providing that, pursuant to the “one-over-one” principle,
- a) the Rector may exercise the rights defined in 3. §(1) over executives and employees who are his/her direct reports with the consent of the President;
- b) when exercising employer’s rights delegated by the Rector, the rights defined in 3. §(1) may be exercised by the executive in the organisational units under his/her control with the consent of his/her superior.
- (4) As part of the powers granted in the FCH and the OOP, the President shall be authorized to exercise all employer’s rights in the organisational units under the President’s control (including all activities performed in any legal relationship) (hereinafter: the “President’s division”), providing that, pursuant to the “one-over-one” principle,
- a) the President shall exercise the rights defined in 3. §(1) over the executives who are his/her direct reports with the consent of the Board of Trustees, by sending his/her proposal concerning such subordinates for approval to the Chairperson of the Board of Trustees and another Board member as may be appointed by the Board. The rights defined in 3. §(1)–3. §(2) shall be exercised by the President over his/her direct reports jointly with the Head of HR.
- b) when exercising employer’s rights delegated by the President, the rights defined in 3. §(1) may be exercised by the executive in the organisational units under his/her control with the consent of the President.
- (5) As part of the powers granted in the FCH and the OOP, the Chancellor shall be authorized to exercise all employer’s rights in the organisational units under the Chancellor’s control (including all activities performed in any legal relationship) (hereinafter: the “Chancellor’s division”), providing that, pursuant to the “one-over-one” principle,
- a) the Chancellor may exercise the rights defined in 3. §(1) over executives and employees who are his/her direct reports with the consent of the President;
- b) when exercising employer’s rights delegated by the Chancellor, the rights defined in 3. §(1) may be exercised by the executive in the organisational units under his/her control with the consent of the Chancellor.

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(6) If


- a) the employee who is a lecturer, researcher or teacher fulfils an executive function and performs no lecturer's, researcher's or teacher's tasks during such period, then, during the appointment to fulfil the executive function, the rights defined in 3. §(1) shall be exercised by the person exercising employer's rights in respect of the executive tasks according to this Regulation and the provision of the Presidential Board;
 - b) the employee who is a lecturer, researcher or teacher fulfils an executive function while performing lecturer's, researcher's or teacher's tasks at the same time, then the executive tasks shall have a priority in respect of the exercising of employer's rights, providing that in respect of the lecturer's or researcher's tasks, the right of control and the right of instruction shall be exercised by the person exercising employer's rights in such scope, who may initiate a consultation with the person exercising employer's rights in respect of the executive duties regarding the change to or termination of any employment.
 - c) the employee performs a task in a non-academic field while performing lecturer's, researcher's or teacher's tasks at the same time, then the responsibilities shall be delimited and the employment contract, which shall determine the distribution of employer's rights in proportion to the employment, shall be signed by both persons exercising the two different employer's rights.
- (7) The Rector, the President and the Chancellor as employer may delegate his/her employer's rights as defined in 3. §(1)–3. §(2) to any other head of the University, whether in part or as a whole, for a definite or indefinite period of time, which may not be passed on by the person exercising the rights thus delegated. The Presidential Board may regulate the delegation of the employer's rights in a separate provision.
- (8) Other rules related to the exercising of the employer's rights may be regulated by means of the authorisation granted herein, a provision of the Presidential Board or the provision of the head of the competent organisational unit, regarding various subjects including but not limited to:
- the rules of substitution
 - the rules of recruitment and selection
 - the creation, modification and termination of employment
 - the rules governing the disciplinary proceeding
 - guidelines and rules of procedure related to conflicts of interests
 - wage policy and remuneration issues
 - performance development principles
 - award policy.

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Executive employees and persons appointed to perform executive duties

5. §

- (1) Executive duties may be performed by executive employees or persons appointed to perform executive duties (appointment to perform executive duties).
- (2) The executive employees of the University in the meaning of Article 208 of the Labour Code shall be the persons identified as executives in the OOP, as may be in effect from time to time. The benefits determined in the Collective Agreement and the number of holidays shall apply to executive employees in the same manner as to all other employees.
- (3) Non-executive employees may be appointed to perform executive duties, provided that they are in charge of executive/professional control duties within a given organisational unit or between several organisational units. In the event of an appointment to perform executive duties, the individual rights and obligations determined in the Labour Code and the Collective Agreement for executive employees (e.g. informal working hours) may accrue to and bind such employees as well, subject to the decision of the person exercising employer's rights.
- (4) All executive employees and all employees appointed to perform executive duties shall have a higher education qualification.
- (5) Whereas the rules of employment shall be determined in an employment contract for executive employees, in the case of employees appointed to perform executive duties, the parameters of the performance of executive duties (including, but not limited to the scope and term of the task, the amount of the fee, if any) shall be determined in an agreement separate from their employment contract (wage supplement agreement, contract for service). Should an academic staff member be offered an executive position, his/her previous employment contract shall be amended to be an executive employment contract.
- (6) During the term of the executive employment contract, the rules relevant to the employment shall be governed by Articles 208-211 of the Labour Law.
- (7) Employees may be appointed to fulfil an executive position or to perform executive duties for a definite or indefinite period of time.
- (8) The term of the employment of executive employees working in the field of services shall be indefinite.
- (9) Considering that it is to be fulfilled in addition to another existing academic job, the appointment of academic executives shall have a definite term of no more than four years, the specific interval of which shall be included in the given call for applications. The performance of the academic job responsibilities may be suspended for the term of performance of academic executive duties. Following the expiry of the academic executive duties, the employment contract shall continue in effect as a non-executive employment contract concluded for employment in the previous academic job, providing that the Parties shall agree on any changes which have occurred to the employment contract in the meantime (e.g. change in the organisational unit, base salary) with mutual consent.

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- (10) The executive position shall be awarded by means of open or restricted application. Until the successful evaluation of the application, a temporary executive appointment may be awarded, in which case Section (3) shall apply.
- (11) The person exercising employer's rights may award an contract for the performance of executive duties subject to the terms and conditions determined in the document referred to in Section (5).

Special rules for the appointment of the Rector


6. §

- (1) The person to be appointed as Rector shall have management and organisational skills and experience acquired in a higher education institution and hold at least one state-recognised intermediate level "C" (intermediate (B2 level) general, complex) or equivalent language examination and be employed full-time by the higher education institution or establishing such a legal relationship with the higher education institution, subject to the fulfilment of the conditions set out in 11. §.
- (2) The person to be appointed as Rector shall be employed in the position of university professor.
- (3) The rector's appointment may be granted for a fixed term of up to four years on the basis of a public application. The term of the rector's appointment may not extend beyond the date of reaching the age of 70.
- (4) The rector's mandate may be awarded to the same person, regardless of the terms of office of executives, by means of open application several times, but no more than three times in total.
- (5) The content of the call for applications for the rector's office shall be proposed by the Senate. The call for application shall be announced by the operator. The Senate and the President shall advise on the applications after having received the recommendation of the ad-hoc evaluation committee. The Rector's appointment shall be initiated by the operator to the President of Hungary via the Minister, in accordance with the procedure regulated by the law.

HR Committee

7. §


- (1) The University shall operate an advisory and proposal committee to facilitate the enforcement of the Human Policy Strategy and this Regulation. The tasks and composition of the HR Committee shall be regulated by the OOP, and it shall establish its own rules of procedure.

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Employment-related legal remedies within the University

8. §

- (1) If the executive responsible for the implementation of an executive decision disagrees with a decision relating to employment, he/she may escalate the issue to the superior of the executive making the decision.
- (2) An employee may seek legal remedy against a decision, action or omission of a decision or action by a person with decision-making powers or a body in connection with his/her employment within 15 days of the date of being notified or, failing this, becoming aware of the decision or action or omission, if such decision, action or omission it is contrary to this Regulation or violates the law. If the employee so requests, the trade union may be involved in the procedure in a supporting capacity.
- (3) The request for legal remedy shall be submitted to the Rector, the President or the Chancellor in the organisational units within the powers or under the control of the Rector, the President or the Chancellor. The recipient shall decide on the matter subject to the complaint within 30 days with the involvement of the HR department and the labour lawyer and,
 - a) if the complaint is founded
 - aa) annul the decision and action of the person or body subject to the complaint, with the exception of the Senate, and call for a new proceeding and decision, or
 - ab) order the person or body in omission to make or take the decision or action or
 - b) reject the complaint, if it is unfounded.
- (4) In the case of a decision, action or omission of decision or action by the Rector, the President, the Chancellor or the Senate, the Rector, the President or the Chancellor may review the necessary decision or action or make or take the decision or action in its own capacity within 30 days, or initiate the proceeding by the Senate within the same deadline.
- (5) If the Rector, the President, the Chancellor or the Senate refuses to initiate a proceeding regarding his/her/its own decision, action or omission, no further legal remedy within the University shall lie.
- (6) In the cases referred to in Sections(4) to REF_Ref105595418 \r \h * MERGEFORMAT (5), where a decision made in the legal remedy proceeding within the University infringes the rights of the employee in the opinion of the employee, he/she may appeal for the remedies regulated in the Labour Code.

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PART TWO

THE RULES FOR ESTABLISHING A LEGAL RELATIONSHIP, CONTINUOUS EMPLOYMENT AND THE MODIFICATION AND TERMINATION OF THE LEGAL RELATIONSHIP

CHAPTER I

THE RULES FOR ESTABLISHING A LEGAL RELATIONSHIP


Establishing a legal relationship

9. §

- (1) Employment at the University shall primarily take the form of an employment relationship. Employment in the form of an employment relationship shall be for an indefinite period, except in the cases described in Section (2).
- (2) An employment relationship for a definite term may only be established in the following cases:
 - a) for the purpose and the period of substitution, or
 - b) for the purpose and the period of the completion or performance of a specific work or task,
 - c) without an application proceeding, in the cases and for the period specified in Section (4).
 - d) in the cases related to recruitment and promotion as defined in the Academic Career Model.
- (3) The duration of the employment of a definite term shall be determined by calendar or other suitable means. If the parties did not determine the term on a calendar basis (e.g. the duration of a substituting for a colleague on maternity leave), the employer shall inform the employee of the expected duration of the legal relationship. The duration of the legal relationship of a definite term, including the duration of another legal relationship established for a definite term in 6 months of the termination of the previous legal relationship of a definite term **may not exceed 5 years**.
- (4) If the employment is subject to an official permit (foreign employees), the employment relationship may be established for a period of time no longer than specified in such permit.

10. §

- (1) The establishment of the employment relationship shall be preceded by the procedure determined in the internal regulation governing recruitment and selection rules, as may be in effect from time to time. The form to notify the labour demand may be sent by the person exercising employer's rights to the HR department.
- (2) The establishing of an employment relationship may only be initiated at the University, if the recruitment request is meant to fill a vacant position included in the approved staffing

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plan or a position becoming vacant, i.e. to substitute for a colleague who is leaving or to provide for the fixed-term substitution of a colleague who is on a permanent leave of absence.

- (3) The staffing plan of the University shall be determined on an annual basis in awareness of the annual budget. The adoption and amendment of such staffing plan shall belong to the powers of the Presidential Board.
- (4) Continued employment in a particular job shall be subject to meeting the requirements of the annual performance assessment and development at a specified level.

11. §

- (1) The University may only establish an employment relationship with a person who
 - a) has reached the age of 18 years,
 - b) has a clean criminal record and is not prohibited from engaging in any occupation which excludes him/her from pursuing the given activity,
 - c) is a Hungarian citizen, or a person who is granted the right of free movement and residence by a separate legal rule, or an immigrant or a settled person, or a foreigner/third-country national who holds a residence permit for employment purposes (or may be employed without such a permit under the applicable law), a tax identification number and a social security number
 - d) has the education and professional qualification required for filling the position and, in the case of a doctoral degree obtained in a foreign country, a certificate of the nostrification thereof in accordance with the law,
 - e) has successfully participated in the recruitment and selection process announced for the position
 - f) has participated, before taking up his/her duties, in the compulsory occupational health examination and has been found fit to fill the position; and
 - g) is an employee of an organisational unit of the University performing public library, social, sports or other function and meets the requirements determined for the given sector, function or activity.

Recruitment and selection


12. §

- (1) Employment relationships at the University may be established via application proceedings, to be conducted in accordance with the internal regulations on recruitment and selection, as created and promulgated based on the authorisation granted hereunder.

Employment, contracting


13. §

- (1) Before starting recruitment, the employer shall initiate the recruitment request with the HR by submitting labour demand notification. The employment relationship shall be

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established upon the signing of the employment contract by the person exercising employer's rights and the employee. All employment contracts, including any amendments thereof, shall be in the statute of frauds.


- (2) Documentation realized via the digitalised electronic interface developed for certain employer requests and information concerning the employment relationship shall be deemed to be equivalent with documentation in writing. The preparation of the whole documentation shall be the responsibility of the HR, providing that the person exercising employer's rights shall participate in such preparation. The handling of the documentation shall be the responsibility of the HR, Payroll and Social Security Administration. The preparation of the individual sample documents for the documentation shall be the responsibility of GMJOG.
- (3) In order to establish an employment relationship, the prospective employee shall present in advance or, should the employer so request, attach copies of, all the documents and certificates required for filling the position which were specified in the recruitment process. For the purpose of the conclusion of a student employment contract, the proof of the active student status, whereas for casual employment, the documents required by law shall be submitted.
- (4) The conditions required to fill the position and the requirements for the performance of the employee shall be laid down in a separate university regulation. Within 15 days after the conclusion of the employment contract, the employee shall be provided with information on the fundamental rights and obligations arising from the employment relationship, including a personal job description (for lecturer-researcher positions) or a position description (for executive and service-related positions).
- (5) Legal relationships may be established or terminated with a retroactive effect not even without the consent of the employee.
- (6) All employment relationships to be established at the University shall include a probationary period. The employment contract shall stipulate a probationary period of 3 months upon the establishing of the employment relationship. Any extension of the probationary period shall be prohibited. During the probationary period, the employment relationship may be terminated by either party with immediate effect without specifying the cause of termination, by means of a unilateral legal statement issued in writing.
- (7) The establishing of the principles and procedures applicable to other legal relationships of the employees of the University shall be within the powers of the Presidential Board, provided that the Senate shall have advisory powers. Any other legal relationship aimed at work which may violate the lawful economic interests of the University shall be incompatible with the employment relationship established with the University.
- (8) By establishing the employment relationship, the employee undertakes to safeguard the reputation of CORVINUS in the performance of his/her duties and not to make any statement about CORVINUS, not even after the termination of the employment relationship, which may be untrue or damage or jeopardize the dignity and/or reputation of CORVINUS.

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Representations

14. §

- (1) **Clean criminal record, no prohibition from continuing an occupation:** The employee or other person engaged in other legal relationship aimed at work shall make a representation at the employer's request, prior to the conclusion of the employment contract/engagement contract or during the term of the legal relationship, that he/she has a clean criminal record, is not subject to a prohibition from continuing an occupation, and has the required education and professional qualification. The legal relationship cannot be established, if the applicant does not meet the conditions of employment or the job requirements. Any legal relationship established or existing by concealment of the applicant's failure to meet the conditions of employment or the job requirements shall be null and void and be terminated with immediate effect. Should the employee/person engaged for work turn out not to have a clean criminal record any longer or become prohibited from continuing the given occupation during the term of the employment relationship or other legal relationship aimed at work, he/she shall give notice to his/her employer immediately. The employee shall be liable for any damage caused to CORVINUS by failing to give such notice.
- (2) **Other legal relationships:** The employee shall declare, both prior to the conclusion of the employment contract and during the term of the legal relationship, but in particular before taking up an executive position or commencing an employment based on a tender, his/her engagement in any other legal relationship aimed at work or any conflict of interests, as well as any changes to such engagements. Any employment established by the concealment of another legal relationship or a conflict of interests shall be invalid and be terminated with immediate effect, unless previously authorised or approved by the employer.
- (3) **Declaration of confidentiality:** The employee or the person engaged in other legal relationship aimed at work shall sign, contemporaneously with the conclusion of the employment contract or the signing of the engagement contract, as applicable, a declaration of confidentiality. The employee shall keep all secrets related to the service and business affairs of the University strictly confidential.
- (4) **Involvement in MAB proceedings:** The employee or the person engaged in other legal relationship aimed at work shall declare, prior to the conclusion of the employment contract or the signing of the engagement contract, as applicable, that he/she has not been involved in any decision made by the Hungarian Accreditation Committee (MAB) regarding the University in the past year. Any legal relationship established by the concealment of such involvement shall be invalid and terminated with immediate effect.
- (5) **Asset declaration:** Executives, persons taking on commitments and the participants of public procurement proceedings or audits shall make a declaration of their assets based on Article 3, paragraph (eb) of the Vnytv Act, as provided in the Instruction on the Performance of the Asset Declaration Obligation, and may not exercise their respective powers until such declaration is made. Pursuant to Article 9 of the Vnytv Act, should any person refuse to

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comply with the obligation to submit a declaration of assets or fail to submit such declaration by the deadline despite being called upon to do so, the appointment or legal relationship based on which such person is obliged to submit a declaration of his/her assets shall be terminated. For a period of three years calculated from the termination of the legal relationship, the person concerned may not establish a public service, government service or state service relationship, or perform or fulfil any job, function, activity or position which would give rise to an obligation to submit an asset declaration under the said Act.

- (6) **Declaration T/1:** A person employed as a lecturer-researcher, regardless of the number of higher education institutions in which he/she performs lecturer-researcher duties, may be considered to be employed in one higher education institution for the purpose of considering whether the conditions for the operation of the institution are fulfilled. The higher education institution for which the lecturer-researcher may be considered shall be determined by the declaration made by him/her in writing.
- (7) **Conflict of interests due to personal relationships:** Becoming engaged in a direct reporting (supervisory), controlling or accounting relationship with a relative shall be deemed to be incompatible with the job or executive function of any executive or any person authorised to assume financial commitments or certify professional performance. In exceptional cases, the Rector, the President or the Chancellor exercising employer's rights may grant exemption in writing at his/her own discretion.
- (8) All other rules related to the making of declarations shall be regulated in the provisions of the Presidential Board.

Special rules for the establishment of other legal relationship aimed at work with non-university employees

15. §

- (1) The teaching, research and operational tasks of the university shall be performed primarily within the framework of employment relationships, whereby the individual positions shall be defined in a manner so as to cover the responsibilities of the given employee as specifically and comprehensively as possible in the light of the task to be performed. Other legal relationships aimed at engagement for work may only be established, if the positions available at the University are not sufficient in terms of their content and/or the working time to cover the additional responsibilities.
- (2) Other legal relationships aimed at work may be established with an external person (who is not an employee of the University) in particular
 - a) for a definite term for the purpose of the performance of specific tasks,
 - b) for a definite or indefinite term for the purpose of the employment of professionals with special theoretical or practical expert knowledge complementary to the knowledge of the employees of the University.
- (3) Engagement for the purposes set out in Section (2) may take the following forms:

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- a) for the performance of teaching tasks
 - aa) where the time spent on the work performed does not exceed sixty per cent of the full working time (hereinafter referred to as “external lecturer”). The engagement of an external lecturer shall be subject to the conditions for the establishment of an employment relationship, however, the evidence proving that the person concerned has a clean criminal record and is not prohibited from continuing an occupation which precludes the performance of the activity subject to the engagement may be furnished by means of an official certificate or the proof of an engagement which may only be established with a person in possession of such an official certificate;
 - ab) an engagement contract may also be concluded for ad-hoc, non-recurring teaching tasks (e.g. examinations, external assessment of theses).
- b) based on an agreement concluded with a Professor Emerita or Professor Emeritus,
- c) by means of the simplified engagement of casual employees,
- d) by means of an engagement contract for tasks other than those specified above.

The rights and obligations of Professors Emerita and Professors Emeritus


16. §

- (1) This title may be awarded by the Senate to university professors who have contributed to enhancing the prestige of the University by
 - a) having achieved significant national and international reputation as lecturers, researchers and/or heads of the University;
 - b) have played an outstanding role in the selection and training of the next generation of the lecturers and researchers of the University.
- (2) The holder of the title shall be entitled to bear the title after the decision of the Senate or, if the decision of the Senate was made prior to the termination of his/her employment, from the day following the termination of employment. The title does not carry any benefits. The holder of the title of Professor Emeritus or Professor Emerita shall be obliged to work in the interests, enhance the reputation and use his/her professional and social prestige for the benefit, of the University. The holder of the title of Professor Emeritus or Professor Emerita may also be entrusted with specific tasks under a separate engagement contract.

The work of the students of the University

17. §

- (1) Students may work, on the basis of a student employment contract, at an external training site during the period of the dual programme, or at the University, at a business organisation established by the University or at an external training site during the internship or practical training organised as part of the educational programme.
- (2) To the employment of students for any other purposes, the relevant provisions of the Labour Code shall be duly applied.

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- (3) The employment of the student in the form of student employment relationship shall be initiated by head of the organisational unit by specifying the name of the student, and be decided on by the Rector, the President or the Chancellor exercising employer's rights.
- (4) All other rules related to the employment contracts and engagement contracts to be concluded with the students shall be regulated in a provision of the Presidential Board.

Simplified employment for casual work


18. §

- (1) The provisions of Act LXXV of 2010 on Simplified Employment for casual work shall be duly applied.
- (2) No legal relationship aimed at simplified employment may be established for the performance of educational and research tasks at the University.
- (3) With consideration to the applicable legal rules, simplified employment for casual work may be permitted by the President or the Chancellor at their own discretion on the initiative of the head of the organisational unit.
- (4) The employment relationship for the purpose of simplified employment shall be created upon fulfilment of the reporting obligation of the employer. The reporting and the exercising of the direct employer's rights shall constitute the responsibility of the head of the organisational unit.

Rules governing legal relationships aimed at employment in the event of the use of tender funds

19. §

- (1) If a legal relationship aimed at employment is to be financed, whether in part or as a whole, from national and/or European Union tender funds, the terms of the tender may override the provisions of this Regulation.
- (2) If, in the interest of the implementation of a project, the tasks are to be performed in the framework of a specific employment relationship, in a specific portion thereof, the employment contract and the position description shall be amended so that it includes the identification data of the project, the weekly working hours to be devoted to the project, the tasks to be performed, and a reference to the temporary nature and the duration of the performance of the tasks. In the event of an employee working on the project shall be relieved of any task because of the project and the performance of such tasks is essential to ensure the functioning of the university during the period in question, then another employee shall be appointed to perform such task or substitute for the employee working on the project.
- (3) If the task to be performed for the benefit of the project cannot be performed within a single job, an engagement contract may be signed for the performance of such task, with due consideration to the provisions set out above, as well as the rules of engagement.

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CHAPTER II

THE RULES FOR EMPLOYMENT AS A LECTURER, RESEARCHER OR TEACHER

20. §

- (1) The requirements for the job titles of lecturer and researcher, such as performance requirements, publication requirements and the system of promotion, shall be set out in the *Academic Career Model*, as may be in effect from time to time.

Requirements for certain job titles of teachers

21. §

- (1) Teachers may be employed at the University with the following job titles: language teacher (lector), physical education teacher.
- (2) The job requirements for and responsibilities those employed with the job title of teacher shall be set out in the standard job descriptions and position descriptions.

Requirements for certain service provider positions


22. §

- (1) Employees performing service activities for the performance of the basic activity may be classified according to the job titles included in the list of job titles, as may be in effect from time to time.
- (2) The individual conditions for the definition of job titles, the procedure for drawing up standard job descriptions and position descriptions, and the rules for Hay classification based on the job title shall be laid down in a directive of the Presidential Board. The individual operational rules of procedure relating to the amendment of job descriptions may be determined by an order of the head of the competent organisational unit.
- (3) The Head of HR may grant a temporary exemption from the requirement to fulfil the requirements of the job title, providing that the requirement must be fulfilled within a specific period of time. In the event of non-compliance with such requirement, the person exercising employer's rights may decide to terminate the employment relationship or offer the transfer of the employee to another position.

Employees employed in the field of public collections

23. §

- (1) The professional positions in libraries and archives that may be established at the University, the qualification requirements, the positions meant to perform core activities for traineeship, and the designation of executive positions shall be determined with due consideration to the applicable legal rule.
- (2) The provisions relating to executives specified in (1) shall apply with regard to the provisions hereof.

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CHAPTER III

THE MODIFICATION OF THE LEGAL RELATIONSHIP

General rules

24. §

- (1) The employment contract may only be amended by the employer and the employee with mutual consent in writing.

Internal transfer

25. §

- (1) If an employee of the University is to be employed in an organisational unit other than the one specified in the employment contract (internal transfer), the employment in the new organisational unit may take place after the completion of the recruitment and selection procedure. If the transferee unit is under the authority of another executive exercising employer's rights, the two persons exercising employer's rights shall consult on the conditions and timing of the internal transfer, with the professional support of the HR.

The ordering of substitution


26. §

- (1) If, in addition to carrying out his/her job responsibilities, a particular member of staff also performs, based on an agreement with the employer, duties to substitute for another employee or other member of staff on permanent leave of absence for more than 1 month, and thus performs significant additional work, he/she shall be entitled to special compensation in accordance with the Remuneration Policy in addition to his/her base salary.

Employment in deviation from the employment contract, performance of additional tasks

27. §

- (1) Based on Article 53 of the Labour Code, the employer may, by unilateral action, temporarily employ the employee in a job or at a place of work other than the specified in the employment contract.
- (2) In the event of employment pursuant to Section(1), the employee shall be entitled to the base salary prescribed for the job performed, but no less than the base salary determined in his/her employment contract.
- (3) The employees of the University may agree with the employer on the performance of duties not included in, or related to but exceeding the scope of, their job.
- (4) **Wage supplement based on employer's request:** If the employer wishes to assign an employee to additional management tasks or other functions related to the job of the

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employee, the written request for such assignment and the acceptance thereof by the employee shall be duly documented, which may be realized via the designated digital interface operated by the University as well. Such request shall include, in addition to the employee's details, a detailed definition of the additional task, the minimum requirements of the employer as to the manner of performance of such additional task, the identification details of the relevant tender, if any, the duration of the performance of the task and the amount of the wage supplement due for the additional task. The wage supplement shall be payable in arrears, contemporaneously with the monthly salary all times. Any other aspect of the performance of the task subject to the request shall be governed by the employment contract and the internal rules of the University. With the exception of the Head of the Doctoral School, the performance of the tasks in consideration for a wage supplement may be unilaterally terminated by either party, without specifying the cause of termination, by means of a unilateral legal statement addressed to the other party, with effect from the end of the given month. Documentation in a digital form shall be deemed equivalent to hard-copy documentation.

- (5) **Engagement contract:** For tasks which cannot be performed in any filled position, but could be performed by an employee of the University with the expertise and/or experience required for the task, an engagement contract may be concluded with such employee for such task not included in his/her job responsibilities, with the consent of the person exercising employer's rights. Such engagement contract may be concluded for a definite period and for the performance of the task in question, exclusively. The amounts of compensation to be agreed upon in such engagement contracts shall be set out in the Remuneration Policy. The compensation shall be paid in the form of a salary all times, and no additional tasks may be performed by an employee in the form of an economic operator (i.e. as a sole proprietor). The engagement contract shall expire automatically upon the termination of the employment relationship.
- (6) The University may not establish an additional legal relationship aimed at work with a person employed by the University for the performance of his/her original job responsibilities.


CHAPTER IV

THE GENERAL RULES FOR TERMINATING THE LEGAL RELATIONSHIP

Terminating the legal relationship

28. §

- (1) The employment relationship shall be terminated:
- a) upon the death of the employee,
 - b) upon the dissolution of the employer without legal successor,
 - c) upon the expiry of the definite term,


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- d) if the employer's person changes because the founder or the employer decides to transfer the employer as a whole or a part thereof (a specific organisational unit or a specific group of the financial and non-financial resources or the responsibilities and powers of the employer) to an employer not subject to the Labour Code,
 - e) in other cases specified in the Labour Code.
- (2) The employer shall provide for the recording of the fact of termination in writing, compliance with the administrative obligations under the law and, where applicable, the transferring of the job, including in the event of termination of the employment relationship pursuant to Section (1)). Preparatory and administrative tasks relating to the termination shall be carried out by the head of the competent organisational unit and by the HR.

Termination of the legal relationship

29. §

- (1) The cases of termination of the employment relationship shall be as follows:
- a) **termination with mutual consent;**
 - b) **termination by the employer** of the employment relationship of a **definite term**
 - ba) for a reason based on the employee's ability, or
 - bc) if the employment relationship becomes impossible to continue due to an unavoidable external cause;
 - c) termination by the employer of the employment relationship of an indefinite term
 - ca) if the employee qualifies for retirement (in which case no reasons need be specified)
 - cb) for reasons related to the employee's conduct or ability relevant for the employment relationship or to the operation of the employer;
 - d) **termination by the employer with immediate effect**
 - da) if the employee, wilfully or with gross negligence, significantly violates a material obligation arising from the employment relationship or
 - db) if the employee otherwise engages in any conduct which renders it impossible to continue the employment relationship.
 - dc) during the probationary period, without the specification of the cause
 - dd) the employment relationship of a definite term, without the specification of the cause (subject to the payment obligation under the Labour Code)
 - de) if the employee fails to resolve the conflict of interests, or
 - df) if the employee fails to verify his/her clean criminal record and not being prohibited from continuing an occupation, or the employment restriction arises during the term of the employment relationship, upon the date of becoming aware of such fact;
 - dg) in other cases determined by the law

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e) termination by the employee

- ea) termination of the employment of an indefinite term without the specification of the cause
- eb) employment relationship of a definite term with the specification of the cause;

f) termination by the employee with immediate effect

- fa) if the employer, wilfully or with gross negligence, significantly violates a material obligation arising from the employment relationship or
- fb) otherwise engages in any conduct which renders it impossible to continue the employment relationship.
- fc) during the probationary period, without specifying the cause.


g) the Labour Code or the employment contract may lay down rules different from those above for executive employees.

- (2) In the event of the termination of the employment relationship, the termination shall be made by means of a written document of an appropriate form and content, to be prepared by the HR, except in the cases listed in Sections (1)e) – (1)f). Additional procedural rules relating to termination, the individual consultation processes and the procedure for drawing up the necessary documents may be set out in the order of the competent executive. The termination process, the administrative tasks and, where applicable, the transfer of the job shall be carried out by the head of the given organisational unit under the direction of the HR.
- (3) During the termination process, special attention shall be paid to treating employees in a manner which is lawful and least objectionable from a human policy point of view, as well as to equal opportunities aspects.
- (4) No less than one year before reaching the age of retirement, the Employer and the Employee shall initiate consultations with each other to ensure that the Employer's intention to continue employing the Employee and/or the Employee's intention to continue working after reaching the of retirement age, as well as the terms and conditions of such continued employment, be made mutually known to both parties.
- (5) The person exercising employer's rights may, in his/her own discretion, sustain the employment relationship by converting the same into an employment relationship of a definite term of no more than 5 years, if the job in question would be disproportionately difficult to fill or requires expertise which would take longer to substitute for than reasonable.

Termination of the legal relationship of lecturers by operation of law

30. §

- (1) In addition to the reasons provided for in the Labour Code, the employment established with the University shall be terminated, if

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- a) the lecturer, with the exception of those employed as master lecturers, has not obtained an academic degree within ten years calculated from the commencement of his/her employment as a lecturer;
- b) the employment of a university professor, if the President of Hungary has revoked the title of university professor,
- c) the person employed as a lecturer or researcher has reached the age of 70.

Termination of the legal relationship of lecturers, researchers and teachers by resignation

31. §


- (1) In addition to the grounds for termination defined in the Labour Code, the University may terminate the employment of a lecturer, researcher or teacher by notice of termination, if the lecturer, researcher or teacher
 - a) has not fulfilled the conditions required for the position which the employer stipulated in the Academic Career Model, by determining an appropriate deadline to fulfil such conditions,
 - b) may, based on his/her declaration pursuant to Article 26, Section (3) of the Nftv Act, not be taken into regard at the University for the purpose of the assessment of the operating conditions of the University. For the purposes of this point, the provisions relevant to notice periods or severance pay shall not apply.

In case a), the employer shall be entitled to propose another career option to the employee and amend his/her employment contract, provided that such proposal is accepted by the employee.

- (2) The Rector shall initiate proceedings before the President of Hungary for the revocation of the title of university professor,
 - a) if this is requested by the person concerned,
 - b) if the university professor has been subjected to the disciplinary sanction of dismissal by a final and binding decision,
 - c) if the person concerned has been prohibited from continuing his/her occupation by a final and binding court decision or sentenced to imprisonment by a final and executable court decision for an intentional criminal offence.

Contemporaneously with taking the initiative under this paragraph, the Rector shall also initiate the termination of the employment of the person concerned as a university professor.

- (3) Upon termination of employment, the right to use the given job title shall cease, with the exception of the title of university professor.

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Termination of the executive employment contract or the engagement for executive tasks


32. §

- (1) The executive employment contract may be terminated by the employee or the employer, subject to a notice period of 60 days, unless otherwise agreed.
- (2) The engagement to perform executive tasks as per 5. §(3) may be unilaterally revoked any time without the specification of the cause, with effect from the date specified. Such revocation shall be made in writing.
- (3) The transferor of the position shall be the executive whose executive employment contract or engagement for executive tasks expires or who is permanently incapacitated in the performance of his/her executive duties. In the event the transferor is reasonably and verifiably incapacitated in the transferring of his/her duties as well, the person exercising employer's rights shall provide for the transfer of such duties, by contemporaneously giving notice of such transfer to the executive incapacitated in the transfer. Such notice shall also inform the executive of his/her right to be represented in the process by an attorney. If the former executive fails to transfer his/her duties as a whole or any part thereof, this will be considered as an unlawful termination of the employment relationship under the Labour Code.
- (4) The transferee shall be the new executive or the person appointed for his/her permanent substitution. If no new executive is appointed by the time of the termination of the appointment of the transferor executive, the person to take over the duties shall be appointed by the person exercising employer's rights.
- (5) The transfer process shall be completed on the last day of the transferor executive in office. In the event the transfer process takes place while the person concerned is incapacitated, the process shall be completed within 15 days of the issue of the order referred to in Section (2).

The job transfer process

33. §

- (1) In the event of the termination of an employment or an engagement for executive tasks at the University or the change of the job title (e.g. in the event of transfer between organisational units), the job shall be transferred in a transfer process on or before the last day at work.
- (2) The parties shall draw up a record of the transfer, which shall include:
 - a) the date on which the record was taken,
 - b) the names and positions of the persons involved in the transfer,
 - c) in the event of the transfer of an executive position, general information relating to such position, material data concerning the persons employed (vacation, fixed-term appointments, persons engaged in other legal relationship), and all data and

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circumstances relevant to the performance of the executive function, including but not limited to commitments,

- d) cases pending and the actions taken or to be taken in them, as well as forthcoming deadlines,
 - e) an itemised list of all documents, stamps, keys and equipment to be handed over, the transfer of property items on the inventory, person-specific electronic roles associated with the job, regular data supplies, job-related board memberships, access and password details in encrypted form,
 - f) the list of missing items (if any),
 - g) any comments from the transferor or the transferee,
 - h) the signatures of the participants of the process.
- (3) The supervisor exercising employer's rights over the person taking over the job shall be present when the transfer record is taken and signed.
- (4) The transfer record shall be drawn up in three originals, of which
- a) one counterpart shall be kept by the transferor,
 - b) one counterpart shall be kept by the transferee,
 - c) one counterpart shall be deposited by the HR in the personal file of the transferor.
- (5) A copy of the transfer record shall be submitted with the competent staff member of the IT Services Centre in order to ensure that any termination of authorizations or other IT-related measures arising from the termination shall be carried out contemporaneously with the termination/modification of the employment relationship.

PART THREE

THE CONTENT OF THE LEGAL RELATIONSHIP


CHAPTER I

GENERAL RULES GOVERNING THE RIGHTS AND OBLIGATIONS OF EMPLOYEES BEYOND THOSE DETERMINED IN THE COLLECTIVE AGREEMENT

The general rights and obligations of employees

34. §


- (1) Each employee shall have the right to

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- a) make suggestions on any matter relating to the life of the University and receive a reply on the merits to such suggestions within 30 days, primarily through the person exercising employer's rights or, should this turn out to be unsuccessful, via the communication channel established in accordance with the University regulations,
- b) participate, either directly or through a representative, in the decisions affecting his/her interests and in University bodies,
- c) elect the members and be eligible for being elected as a member of the University's bodies,
- d) use the facilities, tools and equipment of the University in accordance with the relevant internal regulations,
- e) submit observations and complaints with the bodies and heads of the University, receive a reply on the merits to his/her observation or complaint within 30 days of the submission thereof, but immediately following the next meeting, including information, as may be necessary, on the available legal remedies,
- f) have his/her human dignity and personal rights be respected and his/her activities appreciated and recognised,
- g) initiate participation in programmes of benefit to the University (e.g. tenders).

35. §

- (1) All employees shall be obliged to
 - a) comply with the internal regulations of the University,
 - b) perform his/her duties in accordance with the relevant requirements, his/her employment contract and the job description/position description,
 - c) observe the work schedule and take off his/her annual holidays, duly administered,
 - d) contribute to the maintenance and enhancement of the reputation of the University by his/her conduct,
 - e) conduct himself/herself in a manner so as not to harm the lawful economic interests and competitiveness of the University,
 - f) use and preserve the tools made available to or used by him/her in accordance with their intended purpose,
 - g) participate in the public life of the University,
 - h) hold the offices at the University which he/she has been elected to hold,
 - i) give notice to the HR of any change to his/her personal data (including, but not limited to his/her name and address) or the acquisition of any higher education, qualification or academic degree within 15 days,
 - and the date from which he/she qualifies to be retired, and
 - provide the HR any and all information or facts which may affect the development of his/her legal relationship of employment.

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- (2) Other rights and obligations of the employees are set out in the Collective Agreement, the employment contract and other relevant regulations.

Working hours

36. §

- (1) The framework rules governing working hours are determined in the Collective Agreement. Notwithstanding the foregoing, the person exercising employer's rights may make a decision to this end, with consideration to the particularities of the given job, and such decision shall be included in the employment contract or position description.
- (2) The rules for extraordinary working hours are laid down in the Remuneration Policy.
- (3) Working in the home office shall be governed by a directive of the Presidential Board.

Rights and obligations concerning the granting of ordinary holidays


37. §

- (1) The amount of basic and extra paid holidays shall be governed by the Labour Code and the Collective Agreement.
- (2) Holidays shall be granted by the employer in accordance with the provisions of Articles 122-124 of the Labour Code, and taken off by the employee, subject to proper documentation. Holidays may also be recorded in a suitable electronic system, with the annual leave plan set up in it, and the Employee may initiate the modification thereof in the system, taking into account the holidays prescribed by the employer.
- (3) By 28 February of each year, the HR shall draw up an annual plan specifying the dates of the recommended summer and the compulsory winter holidays. Vacation shall be granted for the working days of the winter holiday as determined in the directive of the Presidential Board, which shall be planned, scheduled and taken by all employees during the year.
- (4) In the event of an exceptionally important economic interest or for a reason directly and materially affecting the operation of the employer, the employer may
 - a) modify the announced dates of the holiday,
 - b) interrupt the leave already commenced by the employee,
 - c) if the employer is unable to grant the holidays during the given year for reasons beyond its control (e.g. sickness), such holidays shall be granted immediately after the hindrances has ceased to exist, but not later than March 31 of the following year.

Special cases of unpaid leave or exemption from work

38. §


- (1) An employee shall be entitled to unpaid leave as provided by law in the following cases:
 - a) in the event of the birth of a child, in accordance with the provisions of Articles 127 – 129 of the Labour Code;

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- b) if raising a minor child, in accordance with the provisions of Articles 127 – 130 of the Labour Code;
- c) for the purpose of the long-term, personal care (expected to exceed 30 days) of a relative of the employee for the duration of the care, but for a maximum of two years. The fact and necessity of long-term care shall be certified by the doctor treating the person in need of the care;
- d) for the duration of actual voluntary military service in the reserve.

In the cases above, the employee may not perform any additional work. The person exercising employer's rights may deviate from this provision in cases of strategic importance.

- (2) In addition to their statutory entitlements, employees may take unpaid leave at the University, based on the decision of the person exercising employer's rights, to participate in
 - a) work abroad, scholarship (guest lecturer scholarship programme);
 - b) scientific study;
 - c) studying;
 - d) research work; or
 - e) to obtain an academic degree;
 - f) to write, compile or carry out research for the purpose of obtaining the title of Doctor of Hungarian Academy of Sciences;
 - g) to prepare for the habilitation procedure;
 - h) for other exceptional reasons.
- (3) The employee shall give at least thirty days' written notice of his/her intention to take off unpaid leave in the cases listed in Section(1)), except in case d). The unpaid leave shall end on the date specified by the employee.
- (4) In the cases referred to in Section (2)), the lecturer, researcher or teacher may request unpaid leave no less than 60 days prior to the beginning of the next academic semester, or no less than 30 days in advance in all other cases. The decision to grant unpaid leave shall be made by the person exercising employer's rights based on the recommendation of the direct supervisor of the employee.
- (5) Unpaid leave requested in any of the cases listed in Section (2) may be granted for a period no longer than one year and may be extended by another period no longer than a year.
- (6) Unpaid leave may only be granted after all paid holidays have been taken. The employee shall be obliged to return to work on the working day following the date of expiry of the unpaid leave granted. Any failure to do so shall constitute a material violation of the obligations arising from the employment relationship.
- (7) The person exercising employer's rights may, at the request of the employee, exempt the employee from the obligation to be available for work and to perform work for a specified period of time, for the following reasons:


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- for a period of no more than 6 months in the case of training/further training, study visit abroad or exchange of experience sponsored by the employer to enable the employee to meet the requirements of the academic career model or, if working in the services, to develop his/her professional skills,
 - for no more than 3 months with regard to exceptional personal or family circumstances.
- (8) During the period of exemption from work, the employee shall be entitled to regular benefits, but may not perform any additional work. During the period of exemption, the lecturer/researcher shall be exempted from all other work responsibilities, except that if he/she still holds any class, he/she shall not be entitled to any additional payment for such class(es).

Creative leave for lecturers/researchers

39. §

- (1) With consideration to the provisions of the Collective Agreement, lecturers (not including master lecturers) and researchers may take a creative leave based on the decision of the person exercising employer's rights, subject to the opinion of the direct supervisor, in order to:
- a) perform teaching/scientific work and focus on deepening their professional knowledge in the interest of advancing their own career rather than meet the performance requirements of the University in the first place,
 - b) collect teaching or research experience in a native foreign (primarily English) language environment;
 - c) prepare scientific work related to the teaching/research job (including but not limited to research work resulting in an outstanding, primarily international publication).
- (2) The lecturer/researcher may initiate the granting of a creative leave no less than 60 days prior to the upcoming academic semester with the person exercising employer's rights. Such request shall include the specification of:
- a) the duration of the creative leave,
 - b) the purpose to be achieved,
 - c) the first day of work following the creative leave,
 - d) a work plan, including a detailed description of the task to be performed.
- (3) During the period of the creative leave, the employee shall be entitled to regular benefits (e.g. base salary, cafeteria) but may not perform any additional work. The person exercising employer's rights may derogate from such provision in cases of strategic importance.
- (4) The person exercising employer's rights may ask the employee for information on the activities carried out during the creative leave any time.

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- (5) The lecturer/researcher shall report on the activities carried out during the creative leave within 15 days of the end thereof.
- (6) A creative leave may be granted once in every seven years, for a maximum period of 6 months in an academic semester. A creative leave shorter than 6 months may be extended, at a request filed before the expiry of the authorised period, for no more than the length of time remaining from the 6 months' period. The creative leave may not be taken in several portions. The period of the creative leave shall not be included in the period of unpaid leave.
- (7) The creative leave may be taken at a foreign teaching or research organisation as well.
- (8) For the period of creative leave, the lecturer/researcher shall be exempted from all other work obligations. Should the lecturer/researcher still hold any class during the creative leave, he/she shall not be entitled to any additional payment for such class(es).
- (9) The creative leave shall not amend the employment contract.
- (10) Creative leave may only be granted after all paid holidays have been taken. The employee shall be obliged to return to work on the working day following the date of expiry of the creative leave granted. Failure to return to work and to provide justification for such failure within 8 days shall be deemed to be a material violation of the obligation to work.


CHAPTER II

SPECIAL RIGHTS AND OBLIGATIONS OF LECTURERS, RESEARCHERS AND TEACHERS RELATED TO THE PERFORMANCE OF THEIR DUTIES

The rights of lecturers, researchers and teachers

40. §

- (1) In accordance with the provisions of and within the framework laid down by the law and the regulations of the University, every employee working in the position of lecturer, researcher or teacher shall have the right to
 - a) have his/her human dignity and personal rights respected and his/her teaching activities appreciated and recognised,
 - b) carry out his/her teaching work in accordance with his/her world view and values, without coercing or forcing students to accept them, to determine the curriculumprogramme to be taught in the training programme, to choose the teaching and training methods he/she wishes to apply, to develop the subject programmes and the curriculum. The right provided for in this paragraph shall also be granted to all persons employed as teachers, doctoral candidates with teaching duties, and external lecturers.
 - c) the person performing teaching duties is obliged to impart knowledge in an objective and multilateral manner, to teach and evaluate students according to the approved curriculum, to respect the human dignity and rights of students, and to take into account the individual ability, talent and disability of each student in his/her teaching activity,


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- d) acquire the knowledge necessary for his/her work,
 - e) improve his/her professional skills and knowledge by participating in organised further training, and participate in pedagogical experiments and scientific research,
 - f) submit works for scientific competitions,
 - g) carry out research on a scientific subject of his/her choice, in addition to the scientific research tasks arising from his/her job responsibilities,
 - h) publish the findings of his/her scientific research,
 - i) have inventions patented,
 - j) attend and participate in national and international scientific and professional events and organisations,
 - k) participate with a voting right at the meetings of the lecturers and researchers of the institute and, if established, the faculty.
- (2) For the purposes of criminal law protection in relation to their activities performed concerning students as part of their training duties, lecturers, persons employed as a teacher, and academic researchers shall be deemed to be persons performing a public duty.

The general work-related obligations of lecturers, researchers and teachers

41. §

- (1) Any person performing tasks related to education shall be obliged to
- a) observe all the rules of the University which affect his/her work in the performance of his/her lecturer and researcher duties,
 - b) participate in the educational activities of the University, in conducting the educational sessions (lectures, seminars, various practical sessions, consultations) included in the approved education plan and curriculum, in the examination of students and in the admission procedure,
 - c) impart knowledge in an objective and multilateral manner,
 - d) take into account the individual abilities, talents and disabilities of each student in the course of his/her teaching activities,
 - e) regularly inform students about issues concerning them and provide meaningful answers to their questions,
 - f) respect the human dignity and rights of students,
 - g) conduct academic work,
 - h) regularly train himself/herself,
 - i) acquire the qualification(s) and language skills necessary for his/her career,
 - j) meet the employment requirements laid down in the employer's regulations governing work.

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- (2) In addition to the obligations listed in Section (1), university professors and associate professors shall be obliged to participate in the performance of the tasks related to doctoral programmes and the training of the new generation of lecturers and researchers.
- (3) University professors and habilitated lecturers shall participate, based on appointment, in the conducting of habilitation procedures.
- (4) Lecturers shall be obliged to make up for any classes missed for any reason, as agreed upon with the person exercising employer's rights.

Provisions concerning the compulsory teaching workload and the lecturer's duties to be carried out

42. §

- (1) The teaching time and the compulsory teaching workload of lecturers shall be determined in the regulation titled Academic Career Model.
- (2) In the case of part-time lecturers, the time devoted to teaching, and the distribution, increase or decrease thereof, shall be determined in proportion to the hours of employment. The person exercising employer's rights may, in agreement with the part-time lecturer, determine the amount of time to be devoted to teaching to be higher than proportional as well.

CHAPTER III

ASSESSMENT OF THE PERFORMANCE OF EMPLOYEES

43. §

- (1) The criteria for the annual performance assessment of all employees and the documents to be used for this purpose, as well as the budget and amount of the related remuneration, shall be laid down in the regulatory documents issued by the University on the subject.

CHAPTER IV


PART FOUR

THE EMPLOYEES' DISCIPLINARY LIABILITY AND LIABILITY FOR DAMAGES

The employee's disciplinary liability

44. §

- (1) In case of an intentional or grossly negligent violation of any obligation arising from the employment relationship, the operational rules, the applicable procedure and the legal consequences to be imposed are set out in the separate procedural rules attached to the Collective Agreement (Disciplinary Regulations).

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The employee's liability for damages


45. §

- (1) An employee shall pay compensation for any damage caused by the violation of his/her obligation arising from his/her employment relationship, if he/she fell below the required standard of conduct.
- (2) The prevalence of the conditions described in Section (1), the damage and the causation shall be proven by the employer.
- (3) In the event the damage was caused by negligence, the amount of compensation may not exceed the amount of four months' absentee pay of the employee.
- (4) In the event the damage was caused by intentional or by grossly negligent conduct, full compensation for the damage shall be paid.
- (5) The damage shall be considered to have been caused by gross negligence in particular, if the employee:
 - a) caused the damage by a material violation of the rules governing the employer's financial management or
 - b) by failing to comply with the duty of control in part or as a whole; or
 - c) the damage resulted from the execution of an unlawful instruction of the employee and the foreseeable consequences of such instruction had previously been brought to the attention of the employee by the employee to whom such instruction was given.
- (6) No compensation shall be payable for any damage which could not be foreseen at the time of its occurrence, or which was caused by the intentional or grossly negligent conduct of the employer, or which resulted from the employer's failure to comply with his obligation to mitigate the damage.
- (7) The compensation for damages shall be governed by the provisions of Articles 6:518–534 of the Civil Code in all other respects.

The executive's liability for damages

46. §

- (1) An executive employee shall be fully liable for any damage caused negligently in the course of his/her executive activities.
- (2) The executive employee shall be liable for any damage caused intentionally in the course of his/her executive activities, as well as for any damage caused in the course of his/her non-executive activities, in accordance with the general rules of liability and pay compensation for the damage as a whole. The amount of the liability for any damage caused negligently in the course of non-executive activities shall be limited to the amount of the 12 months' absentee pay of the executive.
- (3) The executive employee shall be liable up to the amount of 12 months' absentee pay for the unlawful termination of his/her employment.

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Safekeeping obligation

47. §

- (1) The employee shall pay compensation for any damage caused by a deficiency arising in any property item which was handed over to the employee for safekeeping, subject to the obligation of returning and accounting for the same, if such item was in the permanent custody of, and used or handled exclusively by, the employee.
- (2) The employee shall be exempted from the liability, if he/she proves that the deficiency was caused by an unavoidable cause beyond his/her control.
- (3) The employee shall be liable to pay compensation for the damage described in Section (1), if he took possession of the item in question based on a list or a receipt, duly certified by his/her signature. If the item is handed over to more than one employee for safekeeping, the list or receipt shall be signed by each recipient. The employee may authorise a recipient to receive the item in his/her name and stead.
- (4) Cashiers, cash handlers and the handlers of valuables shall be liable for the money, securities and other valuables they may handle without a list or receipt referred to in Section(3)) as well.
- (5) The prevalence of the conditions set out in Sections (1) and(3) and the damage shall be proven by the employer.
- (6) If the property item handed over for safekeeping was actually damaged, the employee shall be exempted from liability, if he/she proves that he/she acted in accordance with the applicable standard of conduct.
- (7) The relevant regulation of the University may stipulate additional provisions on the matter.

Liability for inventory shortage


48. §

- (1) The detailed rules on responsibility for the inventory are set out in the Inventory and Stocktaking Regulation of the University.
- (2) The employer shall establish its claim for damages in a damages decision, in compliance with the procedural rules for disciplinary proceedings, within the applicable limitation period, and issue a payment notice, if necessary.

Combined disciplinary and damages proceedings

49. §

- (1) The disciplinary liability and the liability for damages of the employees may be enforced in parallel with and independently of each other.
- (2) If an employee has caused damage to the University by the intentional or grossly negligent violation of a material obligation arising from his/her employment relationship, the disciplinary proceeding and the damages proceedings may be conducted jointly as well.

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- (3) To the combined disciplinary and damages proceeding, the rules of the disciplinary procedure shall be duly applied, with the integration of the two proceedings.

PART FIVE

PRINCIPLES OF DIFFERENTIATED INCOME DISTRIBUTION

50. §

- (1) The principles of determining salaries, the remuneration for additional tasks, the rules on the bonus system linked to performance assessment, fringe benefits and certain rules on extraordinary working hours are laid down in the Collective Agreement and in the Remuneration Policy.
- (2) The individual operational procedural rules on payments (e.g. the conditions for cafeteria payments) may be determined in provisions of the Presidential Board.

Awards and distinctions


51. §

- (1) Awards and distinctions may be granted to acknowledge titles not related to teaching jobs or outstanding performances and achievements. The procedure for the awarding and withdrawal of awards and distinctions established by the University shall be laid down in the University regulations on the distinctions and titles to be conferred by the University and the procedure for their awarding.

Social Committee

52. §


- (1) The University may, in the cases provided for in the Collective Agreement, grant the employee an allowance from the budget allocated by the University. All employees shall be eligible for such allowance. The applications for such allowance shall be evaluated by the Social Committee.
- (2) The members of the Social Committee, which shall consist of no more than 5 persons, shall be appointed by the Presidential Board, with regard to the restrictions and requirements laid down in the Collective Agreement, as may be in effect from time to time. The principles governing its operation shall be determined by the Presidential Board.
- (3) The Social Committee shall establish its own rules of procedure, which shall be approved by the Presidential Board and the FDSZ BCE.
- (4) The employee concerned may appeal against the decisions of the Social Committee in accordance with this Regulation, if the decision is likely to constitute a procedural violation of the Rules of Procedure of the Social Committee. The appeal for legal remedy shall be decided on by the Presidential Board.

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PART SIX

53. §

- (1) This Regulation was adopted by the Board of Trustees of the operator at its meeting and take effect on July 5, 2022, contemporaneously repealing the Employment Regulation adopted by Resolution No. 27/2019 of the Board of Trustees at its meeting of December 17, 2019.
- (2) The provisions hereof shall apply to legal relationships created after the effective date hereof, provided that:
 - the so-called salary supplement agreements in effect shall be governed by the provisions of 27. §(4),
 - to the employment contracts in effect, the provision more favourable to the employee shall apply in the event of any conflict between the provisions hereof and of the employment contract.

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Relevant background regulations:

- the Founding Charter of the University (FCH),
- the Rules for Organisation and Operation of the University (ROO),
- the Order of Organisation and Operation of the University (OOO),
- the Collective Agreement (CA)
- Act CCIV of 2011 on National Higher Education (Nftv),
- Act I of 2012 on the Labour Code (the Labour Code),
- Government Decree No. 333/2017 (XI.9.) on the rules of the guest lecturer scholarship programme and the amendment of certain Government Decrees on foreign affairs,
- Act LXXV of 2010 on Simplified Employment,
- Act CLII of 2007 on Certain Obligations Related to Asset Declaration (Vnytv.),
- Government Decree 79/2006 (IV. 5.) on the implementation of certain provisions of Act CXXXIX of 2005 on Higher Education,
- Government Decree No. 87/2015 (IV..9.) on the implementation of certain provisions of Act CCIV of 2011 on National Higher Education,
- Government Decree No. 150/1992 (XI. 20.) on the implementation of Act XXXIII of 1992 on the Legal Status of Civil Servants, regulating certain issues related to the legal status of civil servants employed in the fields of art, public culture and public collections,
- Government Decree 230/2012 (VIII. 28.) on higher education vocational training and certain issues of professional practice related to higher education training
- Government Decree No 223/2010 (VII. 30.) on the implementation of Act LXXV of 2010 on Simplified Employment