

## MASARYK UNIVERSITY EMPLOYMENT CODE

### Article 1

#### Introductory Provisions

- (1) The Masaryk University Employment Code (hereinafter referred to as the "Employment Code") is issued under the provisions of Section 306 Act No. 262/2006 Coll., Labour Code, as later amended (hereinafter referred to as "LC") and Section 17 paragraph 1 k) of Act No. 111/1998 Coll., on Higher Education Institutions and on Modification and Amendment of Other Acts, as later amended (hereinafter referred to as the "Act"), in conjunction with Section 54 paragraph 2 l) of MU Statutes.
- (2) This Employment Code provides details of duties of employees and of Masaryk University (hereinafter referred to as the "employer") in industrial relations. The Employment Code is binding upon the employer and all its employees. The Employment Code applies to staff working pursuant to agreements on work performed outside employment only on condition they do not contradict the special nature of these relations ensuing from their regulation in the LC.

### Article 2

#### Employer Obligations

The employer is obliged to namely:

- a) Care for the establishment and development of labour relations in accordance with the LC, other laws and regulations, employer's regulations, collective agreement and good manners.
- b) Assign work to employees in accordance with their employment contract from the first day of employment, provide wages for work performed, provide working conditions suitable for the successful fulfilment of work tasks and observe all other working conditions stipulated by law, employer's regulations and the employment contract. These conditions accordingly apply to relations based on agreements on work performed outside employment.
- c) Provide new employees with information about the workplace, work environment, potential risks to life and health associated with the performance of work, measures designed to protect employees against such risks, and the Employment Code.
- d) Provide employees with information regarding occupational medical service providers including information about required medical examinations associated with the performance of work and the classification of specific jobs.
- e) Create a safe and healthy work environment and suitable working conditions by providing occupational health and safety and adopting measures designed to prevent risk.
- f) If so required by the nature of the work, provide employees with personal protective equipment, detergents, cleaning agents, disinfectants or other materials free of charge in accordance with the law and the employer's regulations while maintaining personal protective equipment in a serviceable state and monitoring its usage.
- g) Provide employees with regular training sessions focusing on legal and other regulations designed to ensure occupational health and safety in order to complement their professional qualifications and work performance requirements associated with their jobs and focusing on any potential workplace risks while also consistently monitoring compliance with such legislation and regulations.

- h) Ensure the equal treatment of all employees with respect to working conditions, remuneration for work performed and financial fulfilments, specialized training and the opportunity to achieve promotions or other professional advancement while observing a strict prohibition of discrimination, direct or indirect. Discrimination is not deemed different treatment under circumstances where a valid reason exists based on the nature of the work or activities performed and where requirements imposed in accordance with the nature of the work or activities are deemed adequate.
- i) Inform employees regarding changes in legislation which require the cooperation of employees in connection with the obligation to provide notice of certain facts or data as set out in Article 3 paragraph 5.

### Article 3

#### Employee Obligations

- (1) Employees are obliged to personally perform work as set out in their employment contracts, during working hours and according to instructions issued by senior employees, while respecting obligations arising from legislation applicable to the work performed and while complying with all provisions of the employment contract.
- (2) Employees are mainly obliged to:
  - a) Work conscientiously and properly in view of their work capacity, knowledge and skills.
  - b) Perform work in a high-quality, economical and timely manner, follow instructions issued by senior employees in accordance with the law and collaborate with other employees.
  - c) Act in accordance with generally accepted ethical principles and the employer's Code of Ethics.
  - d) Consistently update their knowledge of the employer's regulations associated with their work, which are presented to them by the employer.
  - e) Comply with legal regulations and established procedures associated with the work performed, in particular with rules designed to ensure occupational health and safety as well as other regulations, technical standards, fire safety regulations, property and environmental protection regulations and other regulations issued by the employer, once properly informed.
  - f) Consistently develop qualifications associated with the performance of work specified by the employment contract (development also includes the maintenance and updating of existing qualifications).
  - g) Strive for professional, technical or career development in accordance with the employer's regulations.
  - h) Attend prescribed training sessions.
  - i) Observe and make full use of working hours while adhering to rules associated with the keeping of working time records.
- (3) Employees are obliged to avoid conflict with the employer's legitimate interests. In order to fulfil this obligation, employees are in particular obliged to:
  - a) Consistently defend the good name of the employer and act in such a way as to avoid damaging the employer's reputation and legitimate interests by unbecoming conduct. Refrain from actions which could lead to a conflict of interest between the employer and the personal interests of employees.
  - b) Conduct all negotiations involving other persons in accordance with good manners so as not to affect or degrade the human dignity or integrity of a person or damage the reputation of the employer in any way.

- c) Refrain from exploiting the reputation of the employer in order to secure an unfair advantage for an employee or another person.
  - d) Refrain from abusing employment status or position in order to secure an unfair advantage or take unfair advantage of another person.
  - e) Refrain from requesting or accepting a consideration, remuneration or other benefits from third parties in connection with the performance of work carried out for the employer.
  - f) Refrain from misusing resources or results belonging to the employer for private purposes or other gainful activities.
  - g) Protect the employer's intellectual property in accordance with relevant laws and regulations of the employer.
  - h) Maintain the confidentiality of any publicly undisclosed data or information obtained from the employer in case the disclosure or use of such materials might negatively affect the employer's legitimate interests; this clause shall be valid even after the termination of employment in case the employee was informed that the data or information in question are not intended for the public. This provision may not be interpreted and applied in conflict with academic freedoms.
  - i) Refrain from installing, copying or using software without proper authorization. Refrain from using software to acquire, disclose or otherwise utilize unauthorized information. Refrain from using or intentionally modifying software without proper authorization. Refrain from misusing the internet and information technology for private gainful activities. Conceal or protect information system passwords from other employees or third parties.
  - j) Comply with personal data protection laws and observe the employer's regulations when processing, collecting and storing personal data.
  - k) Observe prescribed technologies and workflows, perform high-quality work and prevent threats to health and property.
  - l) Maintain an orderly workplace, properly manage any entrusted resources, protect property from damage, loss, destruction and abuse and notify a superior in the event of a shortcoming or defect which could lead to the damage or destruction of such property, and – if possible – help remove such shortcomings or defects.
  - m) Return without undue delay any entrusted things (work equipment, tools, protective equipment, etc.) in the event of employment termination, change of work type or long-term absence from work due to obstacles.
  - n) Refrain from performing any gainful activities during the employer's working hours.
- (4) In order to provide a safe and healthy work environment for everyone, employees are in particular obliged to:
- a) Refrain from consuming alcoholic beverages or other controlled substances in the workplace as well as outside the workplace during working hours and refrain from attendance at work under the influence of such substances. Comply with a senior employee's instructions to undergo tests in the event of suspected alcohol or controlled substance abuse.
  - b) Refrain from smoking in the workplace with the exception of designated spaces, refrain from smoking in the employer's vehicles.
  - c) Use assigned personal protective equipment at work, care for and manage such equipment as required.
  - d) In connection with occupational medical services provided by the employer, employees are obliged to:

1. undergo medical checkups and associated procedures for work purposes at the occupational medical service provider with whom the employer has a contract or medical check-ups for work purposes at their registered health care provider in the field of general medicine,
  2. use occupational medical services prescribed by the occupational medical service provider in order to assess health condition,
  3. use occupational medical services under another legal regulation,
  4. inform the occupational medical service provider of the name and address of their registered health care provider and other providers who took care of the employee,
  5. inform the occupational medical service provider on his/her request or of own initiative of all known or serious facts associated with health protection at work,
  6. undergo a regular and extraordinary medical checkup and promptly submit the result to the employer.
- e) The refusal of any obligation mentioned above shall be considered a breach of obligations arising from the legal regulations relating to the work performed by the employee. Should an employee refuse, for any reason, to undergo a checkup required by the employer or should he/she fail to deliver the employer a report on medical fitness within the determined period, no further work may be assigned to him/her by the employer. At the same time, the employer has the right to resolve the situation by giving a notice to the employee for failure to meet the prerequisites for work performance.
- (5) Employees are obliged to cooperate with the employer in connection with the fulfilment of the employer's duties stipulated by special legal regulations. In order to fulfil this obligation, employees are in particular obliged to:
- a) Notify the employer without undue delay of important changes in personal data including information on residence, circumstances associated with health insurance, information relevant for income tax purposes (e.g. children enrolled in studies), writ of execution by deduction from wages, and changes which affect the employee's professional or medical fitness.
  - b) Inform the employer without undue delay of a change in the insurance company.
  - c) Inform the employer without undue delay that the employee was recognized a person with a disability by the relevant social security authority.
  - d) Provide the employer with an up to date disability pension certificate on an annual basis, no later than on 14 February.
- (6) Employees who perform a concurrent gainful activity in another EU/EEA Member State or in Switzerland, are obliged to participate in detecting information necessary for the payment of insurance to the relevant country, and to cooperate with the employer for the purpose of ensuring due fulfilment of employer's obligations which ensue from the applicable European laws, and for the purpose of minimization of damage, in particular:
- a) Employees who perform a concurrent gainful activity in another EU/EEA Member State or in Switzerland (i.e. employment, self-employment or other gainful activities), are obliged to inform the employer of such fact including other circumstances or changes in the facts of which the employer was already informed that could result in a different jurisdiction concerning social security laws.
  - b) In the event that facts under clause a) occur, the employee shall be obliged to promptly take any and all steps to obtain a confirmation of jurisdiction concerning social security from the relevant social security administration in the country of his/her residence and to submit it to the employer without undue delay.

- c) In case the employer breaches his/her obligations stated in clauses a) and b), he/she shall be liable to the employer for damage arisen, in accordance with the LC, including damage incurred by the employer in connection with the retroactive determination of jurisdiction concerning social security laws of another EU/EEA Member State or Switzerland (i.e. in particular damage consisting in duplicate payments to the system of that EU/EEA Member State or Switzerland, and any potential fees, penalties and legal costs of the employer in the Czech Republic and abroad, which are associated with the payments to social security and health insurance systems.
  - d) The regulation of employee obligations associated with the performance of gainful activities in another EU/EEA Member State or in Switzerland, which is stipulated in the employment contract concluded with the employer, shall prevail, and this paragraph shall apply as appropriate in the extent not regulated in the employee's employment contract.
- (7) Employees on business trips are obliged to proceed so as to achieve the purpose of the trip as efficiently and safely as possible. When using either the employer's vehicles or their own vehicles for business trip purposes, employees are obliged to comply with the applicable legal regulations as well as the employer's regulations.
- (8) In connection with exercising the right to time-off in the event of obstacles to work, employees are obliged to:
- a) In case the obstacles are known in advance, employees are obliged to submit a request for time-off to a senior employee, indicating grounds for the request as well as the expected duration of absence.
  - b) In case the obstacles are not known in advance, employees are obliged to notify a superior or a designated deputy of the obstacles and their expected duration without undue delay.
  - c) Provide proof of the existence of obstacles to work within the context of the right to time-off without undue delay (e.g. providing a document certifying temporary incapacity for work).
- (9) Employees must not disseminate advertising or promotional brochures, leaflets and similar materials in the workplace in case the content or nature of such materials might lead to a disruption or otherwise threaten the activities or reputation of the employer.
- (10) During the first 14 days of sick leave, employees are obliged to enable the employer or authorised person inspecting their compliance with the prescribed daily regime of a temporarily incapacitated insured, specifically the requirement to spend the period of the sick leave at a given place while observing the duration and extent of permitted outings. In order to facilitate such inspections, employees are primarily obliged to designate their place of residence in such a way so as to enable the inspector to contact them at the location indicated.

#### Article 4

##### **Senior Employee Obligations**

- (1) Senior employees include all employees at various levels of management authorized to determine and assign work tasks to subordinate employees, organize, manage and inspect their work and issue binding instructions associated with such work.
- (2) In addition to obligations set out in Article 3, senior employees are also in particular obliged to:
- a) Manage, organize and inspect the work of subordinate employees, periodically evaluating their work results.
  - b) Consistently update their knowledge of legal regulations and the employer's regulations associated with their work and the work of their subordinate

employees, providing subordinate employees with information regarding applicable regulations and the rights and obligations arising therefrom.

- c) Ensure the compliance of subordinate employees with all relevant legal and other regulations.
- d) Communicate with employees on behalf of the employer.
- e) Inform subordinate employees of new working methods, tools, instruments and corresponding regulations.
- f) Verify the level of expertise of individual employees, supervise their professional competence and fulfilment of qualifications and requirements.
- g) Provide employees with conditions suitable for increasing their professional competence.
- h) Reward the initiative, effort, and high-quality work results of subordinate employees.
- i) Ensure the remuneration of employees in accordance with the LC and the employer's applicable regulations.
- j) Supervise proper performance of work tasks by employees and impose sanction in the case of breach of obligations.
- k) Notify an employee without undue delay of any breach of obligations stipulated by legal regulations or by the employer's regulations associated with the work performed, advise the employee about the incorrectness of his/her actions and impose remedies. In the event of a serious or repeated breach of obligations, issue a written notification regarding the possibility of notice, termination of employment by notice or immediate termination.
- l) Create favourable working conditions and secure occupational health and safety.
- m) Ensure that employees are assigned work tasks and workplaces with respect to their abilities and health, ensure that employees are not asked to perform work which is in conflict with the law, the employer's regulations regarding occupational health and safety or with medical assessments.
- n) Ensure the timely adoption of measures designed to protect tangible and intangible assets of the employer, informing employees of such measures.
- o) Monitor risks which may occur in his/her field of activity, take measures designed to eliminate or minimize such risks or alternatively announce the existence of such risks to a superior.
- p) Ensure the economical expenditure of funds entrusted by the employer.
- q) In the case of any results, industrial property objects or other facts constituting the employer's trade secret, senior employees in charge of workplaces dealing with such trade secrets are obliged to determine the extent of such trade secrets, specify individual employees' rights of access to such trade secrets, provide these employees with information regarding the extent of the trade secrets, their obligations to protect them and the consequences of a breach of their duties; senior employees must also adequately ensure the confidentiality of trade secrets.
- r) Take measures ensuring that the employer is entitled to exercise copyright (in the case of employee works) or otherwise provide a third party sublicense in all cases where the law, subsidy provider or agreement between the employer and third party specifies that the copyright to work results belong to the employer.
- s) Perform duties associated with the application of rules for working hours records, regularly monitor the compliance of subordinate employees with recording working hours in accordance with rules specified by the employer's regulations.
- t) Organize the leave of subordinate employees in such a way that leave is used up during the calendar year in which right to leave arose, unless prevented from

doing so by obstacles on the part of an employee or urgent operational reasons. When assigning leave, both the employer's operational reasons as well as the employee's legitimate interests must be taken into account.

- (3) Heads of units are tasked with conducting preliminary examinations of subordinate employees in the event of suspected alcohol or controlled substance abuse, administered using a breath test or by collecting a saliva or sweat sample.

#### Article 5

##### **Protection of Employer's Property and Compensation**

- (1) The employer is obliged to provide employees with working conditions suitable for the proper performance of work tasks without risk to health or property. In case any defects are detected, the employer is obliged to adopt measures to eliminate them.
- (2) In order to ensure the protection of the employer's property, the employer is entitled to inspect – to the necessary extent – items brought to or from work by employees and to carry out personal searches of employees. Any inspection or personal search must respect an employee's right to privacy protection as specified by the Civil Code. A personal search may only be conducted by an authorised person of the same sex designated by the employer. A personal search must be conducted in accordance with good manners, in compliance with legal regulations on the protection of personal freedom and without degrading human dignity.
- (3) Employees are obliged to submit to inspections and/or personal searches specified in paragraph 2.
- (4) Should an inspector tasked with conducting an inspection or personal search as set out in paragraph 2 find out an attempted theft of the employer's property, he/she is obliged to provide a written statement. The statement must include a list of items which the employee attempted to steal, a description of the circumstances of the attempted theft and a statement issued by the inspector. The statement must be signed by all parties. In case an attempted theft of the employer's property is classified as an offence or crime, the employer shall notify the relevant public administration bodies or prosecuting authorities.
- (5) In case immediate action is necessary in order to avert damage impending to the employer, employees are obliged to intervene. Employees may refrain from doing so in case of significant obstacles or in case doing so would expose them or others to danger or harm.
- (6) In case an employee finds out he/she lacks suitable working conditions, he/she is obliged to notify a superior senior employee.
- (7) Employees are obliged to compensate the employer for any material or immaterial damage incurred as a result of a culpable breach of duty by the employee, applying the relevant rules set out by the LC.
- (8) Employees are obliged to provide the employer with all necessary assistance in connection with the assertion of liability for entrusted valuables, which must be accounted for by the employee, as well as of liability for the loss of entrusted items (i.e. material liability). Employees are obliged to follow instructions associated with the execution of an inventory taking of entrusted valuables or items.

#### Article 6

##### **Breach of Obligations and Consequences**

- (1) The breach of employee obligations set out in this Employment Code, as well as the breach of employee obligations stipulated by other MU regulations, shall be considered by the employer a breach of the employee's legally stipulated obligations related to work performed.
- (2) Depending on the assessment of the intensity of a specific breach, whereas the intensity of the breach must be assessed by the employer in each individual case

taking into account all the circumstances, the employer may respond by issuing a call for remedy, a notification regarding the possibility of notice, termination of employment by notice or immediate termination.

- (3) While observing the principle of individual assessment of the intensity of the breach and taking into account all the circumstances, the following cases shall be considered a particularly gross breach:
- a) Alcohol or controlled substance abuse in the workplace or abuse occurring during the performance of work or attendance at work under the influence of such substances.
  - b) Refusal to undergo tests in the event of suspected alcohol or controlled substance abuse.
  - c) Unexcused absence.
  - d) Verbal or physical attacks on other employees or persons in a relationship with the employer.
  - e) Harassment, i.e. unwanted conduct designed to reduce a person's dignity and create an intimidating, hostile, degrading, humiliating or offensive environment, or behaviour which may reasonably be perceived as a precondition for decisions affecting the exercise of the rights and obligations arising from legal relations.
  - f) Deliberate attack on the employer's tangible or intangible assets.
  - g) Breach of the confidentiality obligation.
  - h) Plagiarism.
  - i) Breach of obligations set out in Article 3 paragraph 6, related to the coordination of social security and health insurance systems in the EU/EEA and Switzerland.

#### Article 7

##### **Final Provisions**

- (1) The Masaryk University Employment Code registered with the Ministry of Education, Youth and Sports on 13 November 2014 under ref. No. MSMT-41206/2014, as later amended, is hereby repealed.
- (2) This Employment Code was approved in accordance with Section 9 paragraph 1 letter b) clause 3 of the Act by the Academic Senate of Masaryk University on 4 November 2019.
- (3) This Employment Code was discussed and approved by the University and College Trade Union – Masaryk University coordinating committee – on 12 August 2019.
- (4) In accordance with Section 36 paragraph 4 of the Act, this Employment Code shall enter into force as of the day of registration with the Ministry of Education, Youth and Sports.
- (5) This Employment Code shall enter into effect as of 1 January 2020.

prof. MUDr. Martin Bareš, Ph.D.

Rector