

Faculty of Medicine in Hradec Králové, Charles University

Dean's measure No 11/2016/2017

Title: **Conditions of Employment at the Faculty of Medicine in Hradec Králové**

Validity and effectiveness: on the date of the Dean's signature

Article 1

Initial Provisions

1. The Conditions of Employment of the Faculty of Medicine in Hradec Králové (hereinafter 'the Conditions of Employment') are issued in accordance with Article 306 of Act No. 262/2006 Coll., Labour Code, as amended (hereinafter 'the Labour Code').
2. These Conditions of Employment further specify the rights and obligations of employees of the Charles University, Faculty of Medicine in Hradec Králové in labour relations (hereinafter 'the employees'). Matters not covered by these Conditions of Employment shall be governed by the Labour Code, the Internal Regulations of Charles University (hereinafter 'the University') and the Faculty of Medicine in Hradec Králové (hereinafter 'the Faculty') and the regulations of the University and Faculty (hereinafter 'the Internal Regulations').

Article 2

Scope of Validity

The Conditions of Employment shall be binding to all employees whose employment is established by an employment contract. Employees working under contracts for work outside the employment relationship shall be subject to the Conditions of Employment only where this is provided for in other provisions of the employment legislation or in the agreement concluded.

Article 3

Creation of Employment

1. The employment relationship shall be established by an employment contract (except for the employees referred to in Article 2, second sentence), concluded at the latest on the date of entry into employment with a three-month probationary period, unless otherwise agreed. The employee shall receive a copy of the contract.
2. The employee is required to complete a personal questionnaire before employment, undergo an initial medical examination and to present an overview of past experience and other required documents.
3. An amendment to the employment contract may be made only by agreement of both contracting parties. The amendment must be made in writing.
4. The contract of employment is concluded by the Dean on behalf of the Faculty. The contracts are prepared by the Administration Department in cooperation with the head

of the department at which the employee is to perform their work. The responsible officer of the Administration Department ('the HR officer') shall acquaint the employee with the rights and obligations and working conditions prior to the conclusion of the employment contract. Upon taking up work, the immediate superior shall inform the employee of the Conditions of Employment, collective agreement, safety rules and the Internal Regulations, and salary conditions.

Article 4 **Termination of Employment**

1. Employment may be terminated only in the manner and under the conditions laid down in the Labour Code.
2. In connection with the termination of employment, the employee is obliged to inform the immediate superior of the status of performance of the tasks assigned and to duly pass on the outstanding tasks and all duties. Upon instruction of the immediate supervisor of the employee, the employee shall create a record of the assignment, which shall include, in particular, the stage of completion of the outstanding tasks at the date of termination of employment, recommendations and, where appropriate, proposals on the arrangements to ensure their completion and a list of the materials and documents being transferred. In addition, the employee is required to hand over the items assigned to them for use in connection with the work, work equipment, computer equipment, books, etc., in a condition appropriate to their normal wear and tear. The Faculty shall confirm the return of the items assigned to the employee and, where appropriate, state the necessary compensation at the relevant departments on the exit certificate.
3. At the same time as the certified exit certificate, the employee shall hand in to the HR officer the employee's card.
4. At the end of the contract, the HR officer shall issue a certificate of employment to the employee. The work activity report shall be issued to the employee, on request, by the head of the department where the employee was employed.

Article 5 **Duties of the Faculty**

1. The Faculty is obliged to look after the creation and development of labour relations in accordance with the Labour Code, other legislation, the Internal Regulations, collective agreement and with good morals.
2. From the date on which the employment relationship was established, the Faculty shall, in particular, assign to the employee work under the contract of employment, pay them for the work done and create the necessary conditions for the successful performance of their duties and respect the other conditions of employment laid down by law, the Internal Regulations, and employment contracts.

Article 6 **Obligations of Employees**

1. From the date on which the employment relationship was established until the termination of the employment relationship, the employee shall, in accordance with the instructions of the superiors, carry out work under the contract of employment

within the prescribed working time and comply with the legal obligations relating to the work performed and with the Internal Regulations and with the provisions of the employment contract.

2. The basic obligations of employees are laid down in the Labour Code. In addition, it is the employee's responsibility to:
 - a) comply with the Internal Regulations, occupational safety and health regulations and other generally binding regulations relating to the performance of work, of which they have been duly informed;
 - b) work conscientiously and properly and to the extent of their rights and duties, on their own, in accordance with their forces, knowledge and capacity, to comply with the instructions given by the superiors in accordance with the law, and to cooperate with other employees, to respect the principles of cooperation and good coexistence with other employees;
 - c) continuously deepen, maintain and renew their qualifications to perform the type of work agreed and for this purpose to participate in the training assigned and to be subject to an assessment of the competence for the work performed. Pursue professional, expert and career development in accordance with the Internal Regulations;
 - d) permanently defend the reputation of both the University and Faculty and act in such a way that improper conduct does not harm their reputation and legitimate interests. Refrain from any action which could lead to a conflict of interest between the University or Faculty and the personal interests of the employee;
 - e) protect the intellectual property of both University and Faculty in accordance with the relevant legislation and the Internal Regulations;
 - f) follow the Privacy Act and the Internal Regulations when processing, collecting and storing personal data;
 - g) keep confidential any undisclosed information and facts obtained from the University or Faculty whose disclosure or use could harm their legitimate interests, even after termination of employment, provided that the employee has been instructed that the data and facts are non-public;
 - h) protect the property of the University and Faculty from damage, loss, destruction and abuse, and ensure that it is used most effectively. Respect the principles of efficient and sound financial management;
 - i) adhere to and make full use of working time for the performance of their duties and comply with the rules on the recording of working time;
 - j) not use alcoholic beverages or any other intoxicants at workplaces and during working time or outside such workplaces. At the manager's order to be subject to an assessment

to determine whether the employee is under the influence of alcohol or other addictive substances;

- k) use protective equipment and personal protective equipment assigned to them when working, care for it and exercise proper management of it;
- l) undergo both employment-related medical assessment and related operations, at the order of the head of the department within the prescribed time limit;
- m) notify the HR officer and the payroll clerk, without undue delay, of important changes in personal data (e.g. change of residence, marriage, divorce, birth or death of a family member), circumstances relevant to health and sickness insurance, income tax data (e.g. study of children), payroll deduction regulations and changes which have an impact on professional or medical fitness.

Article 7

The Obligations of the Managers

1. Managers are all employees who are authorized at each stage of the management to identify and assign work tasks to their subordinates, organize, manage and control their work, and instruct them in connection with this purpose.
2. In addition to the obligations laid down in Article 6 of these Conditions of Employment, managers shall, in particular:
 - a) manage, organize and control the work of subordinate employees and regularly evaluate their performance;
 - b) continuously familiarize themselves with the laws, regulations and other provisions relating to their work and to the work of their subordinates and to acquaint subordinate employees with the rights and obligations arising therefrom, and to provide information on behalf of the Faculty to the employees;
 - c) ensure compliance with laws and regulations by subordinate employees;
 - d) create the conditions for increasing the professional level of employees, assess the level of such knowledge of subordinate employees and supervise their professional competence and fulfilling the qualifications and requirements;
 - e) acknowledge the initiative, the work effort and the quality of the work carried out by the subordinate employees, ensure the remuneration of the employees according to the Labour Code and the relevant Internal Regulations;
 - f) oversee the proper performance of employees' duties and to draw consequences from breaches of their duties;
 - g) without undue delay notify employees of breaches of their obligations under legislation and the Internal Regulations relating to the work to be carried out, to inform them of the irregularity of their actions and to establish corrective measures. In the event of a serious or repeated breach, initiate a written notice of the possibility of termination or immediate termination of employment;

- h) create favourable working conditions and ensure health and safety at work;
- i) ensure that employees are assigned to work and workplaces, taking into account their skills and health, not to allow any employee to carry out work which would be in breach of legislation, the Internal Regulations and regulations to ensure the safety and health of the employees or of medical assessment, which also includes overtime work;
- j) identify and monitor the risks that may arise within their purview, to take measures to eliminate or minimize them, or to report the existence of the risks to the supervisor;
- k) ensure the economic management of the funds entrusted to them;
- l) fulfil the obligations relating to the application of the rules on the recording of working time, regularly check compliance with and recording of working time of subordinate employees in accordance with the rules laid down in the Internal Regulations;
- m) designate the employees to take leave so as to take the leave of absence in the calendar year in which they are entitled to such leave, unless this is prevented by obstacles to their work on the part of the employee or by urgent operational reasons. When determining leave, they shall take into account the operational reasons of the Faculty and the legitimate interests of the employee;
- n) carry out an orientation examination if alcohol or other addictive substance is suspected, by means of a respiratory test.

Article 8

Infringements and Their Consequences

1. A breach of the obligations of the employee laid down in the Conditions of Employment will be considered by the Faculty as a breach of the obligations of the employee under the legislation relating to the work to be carried out.
2. Depending on the assessment of the intensity of the particular breach, the Faculty may order the employee to remedy the breach or inform them of the possibility of termination or immediate termination of employment. The intensity of the breach must be assessed on a case-by-case basis, taking into account all the circumstances of the case.

Article 9

Final Provision

This Measure shall be valid and take effect on the date of the Dean's signature.

In Hradec Králové on 3rd November 2017

prof. MUDr. RNDr. Miroslav Červinka, CSc.
Dean of the Faculty