Pannon Egyetem

University of Pannonia

# UNIVERSITY OF PANNONIA

# ORGANISATIONAL AND OPERATIONAL RULES

## Part II

# EMPLOYMENT REQUIREMENT SYSTEM

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The Senate of the University of Pannonia (hereinafter referred to as the "**University**") hereby establishes the Employment Requirement System of the University (hereinafter referred to as the "**ERS**" or "**Requirement System**"), on the basis of Part I: Organisational and Operational Rules of Procedure (hereinafter referred to as the "**OORP**") of the Organisational and Operational Rules (hereinafter referred to as the "**OOR**") adopted by the Senate.

## APPLICABLE LEGISLATION

(1) Documents, legislation and regulations taken into account in the drafting of the ERS:

a) the Deed of Foundation of the University (hereinafter referred to as the "DF"),
b) Part I of the Organisational and Operational Rules of the University,
c) Act IX of 2021 on Public Interest Asset Management Foundations Performing Public Duty (hereinafter referred to as „Act IX of 2021");
d) Act CCIV of 2011 on National Higher Education (hereinafter referred to as the "NHEAct"),
e) Act I of 2012 on the Labour Code (hereinafter referred to as the "Labour Code"),
f) Act V of 2013 on the Civil Code (hereinafter referred to as the "Civil Code"),
g) Act CLII of 2007 on Certain Obligations Related to Asset Declarations (hereinafter referred to as the "CORAD"),
h) Act CXL of 1997 on Museums, Public Libraries and Community Culture,
i) Decree 39/2020 issued by the Ministry of Human Resources on the job titles and employment requirements of staff employed in cultural institutions, on the procedure for the application for the position of head of institution, and on the amendment of certain culture-related decrees,
j) Act LXXV of 2010 on Simplified Employment,
k) Act LXXX of 2019 on Vocational Training,
l) Government Decree 223/2010 (VII.30.) on the implementation of Act LXXV of 2010 on simplified employment,

m) Government Decree 230/2012 (VIII.28.) on higher education vocational training and certain issues of professional practice related to higher education training,
n) Act CXII of 2011 on the Right to Informational Self-Determination and Freedom of Information,
o) Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (GDPR)
p) Act I of 2007 on the Admission and Residence of Persons with the Right of Free Movement and Residence,
q) Act XC of 2023 on the General Rules Governing the Entry and Residence of Third-country Nationals,
r) Decree 24/1986 (VI. 26.) issued by the Council of Ministers on Professional Translation and Interpreting,
s) Act CXVII of 1995 on Personal Income Tax,
t) Government Decree 437/2015 (XII. 28.) on the Reimbursement of Expenses of employees on domestic business travels,
u) Government Decree 39/2010 (II. 26.) on the Reimbursement of Travel Expenses Related to Commuting to Work,
v) Government Decree 76/2018 (IV.20.) on the Rules of Issuing and Using Széchenyi Recreation Cards.

# PART ONE

## GENERAL PROVISIONS

### Purpose and scope of the Employment Requirement System

### 1. §

(1) The aim of the ERS is to promote the development of HR-related regulations applicable at the University within the framework of labour law in order to ensure

the high quality of teaching, academic research and creative activities at the University, and to provide the necessary services and the required personnel.

(2) The requirement system provides a basis for employment, the specification of workplace responsibilities, the regular assessment of the competencies and the work performed and continuous improvement. Within the limits of law, it promotes professional and scientific careers on the basis of performance and responsibility and facilitates the selection of suitable teachers, academic researchers, managers and employees.

(3) The scope of the requirement system extends to all the persons employed by the University, as well as to those holding the title of Professor Emerita, Professor Emeritus, Rector Emeritus, Rector Emerita, university private professor, honorary university professor, honorary associate professor and master lecturer.

(4) The requirement system must be applied
   a) to assess suitability for the job, when the employment relationship or other work-related legal relationship is established or modified,
   b) to assess the work performed and suitability for continued employment before the expiry of the fixed-term contract or before a decision on promotion,
   c) to assess continuing suitability during the assessment procedure,
   d) when determining the rights and obligations of the subjects of the employment relationship, to address other issues requiring decisions (social, housing issues), and
   e) upon termination of the employment or other work-related legal relationship.

(5) The ERS must also be followed in all other cases where the work and suitability of the employee concerned are to be assessed (e.g. in connection with institutional lecturer’s or researcher’s scholarships and other benefits, foreign scholarships, study trips, proposals for honours and proposals for academic or professional training, where the University's commitments are affected).

(6) Except as provided for in Section (7), no deviation from the requirements set out in the ERS shall be permitted.

(7) In particularly justified cases related to the maintenance and development of the University's operations, the Rector – on the basis of a written proposal of the Dean or the Head of the comprehensive organisational unit – and the Chancellor, in his or her personal discretion, may decide jointly on a limited exemption from the conditions specified by the requirement system, which may not be contrary to the provisions of the law. Such exemptions are only possible with a written justification.

(8) The requirements and procedures of the habilitation process are set forth in the Doctoral and Habilitation Regulation of the University, which form an annex to the OOR.

## Basic principles of the Employment Requirement System

### 2. §

(1) Pursuant to the provisions of the NHEAct, the University may, unless an exception is provided by law, establish an employment relationship only with an employee who has the qualifications required for the position.

(2) An employment relationship may be established with a person who has no criminal record, is over the age of eighteen, is a Hungarian citizen or has the right of free movement and residence under a special law or has an official permit (entitling him or her to reside and work) or is an immigrant or non-resident person domiciled in Hungary.

(3) Preference shall be given to a person who, due to an occupational disease or accident occurring during his or her employment with the University, is no longer able to perform his or her original job.

(4) If an employee, for health-related reasons, is permanently incapacitated to carry out his or her workplace duties, an opportunity must be found in which he or she can effectively use his or her remaining abilities in the interests of the University. In the absence of such an opportunity, the employment relationship must be terminated.

(5) A vocational training employment relationship can be established with a person under the age of eighteen within the framework specified by law.

(6) Within the scope defined by the NHEAct, students may perform work based on a student employment contract.

## Subjects of the employment relationship

### 3. §

(1) Subjects of the employment contract:

a) the Foundation for the University of Pannonia, as the Operator (as the entity exercising employer's rights in respect of the Rector and the Chancellor),
b) the University as employer or principal/client, or
c) persons exercising employer's rights on behalf of the University as employer,
d) persons employed by the University,
e) persons employed by the University under a student employment contract,
f) if expressly provided for in this Regulation, persons who have other work-related legal relationships (service contract, agency contract) with the University.

## Exercise of employer's rights

### 4. §

(1) The **Rector** exercises the employer's rights over the employees of the faculties, comprehensive organisational units and organisational units (academic organisation) under his or her management, as provided for in the OORP.

(2) The **Chancellor** exercises the employer's rights over the employees of the comprehensive organisational units and organisational units under his or her management (Chancellor's organisation), as provided for in the OORP.

(3) The employer's rights include basic employer's and payroll management rights and the right to give instructions. The rules for the exercise of these rights are regulated by the Rector and the Chancellor in their directives. The powers corresponding to the directive(s) currently in effect shall be exercised by the managers exercising the basic employer's rights (hereinafter referred to as "**primary employer**"), by the managers exercising the payroll management rights (hereinafter referred to as "**payroll**

manager") and by the managers exercising the right to give instructions (hereinafter referred to as "supervisor").

## General legal remedies within the University in relation to employment relationships

### 5. §

(1) The person subject to an employment relationship may, ahead of any court proceedings, lodge an internal appeal against a decision or measure – or the failure to take such a measure – by a person or body entitled to take a decision in connection with his or her employment relationship within ten days of the notification or, failing this, of becoming aware of it, if, in his or her opinion, the decision, measure or failure to take such a decision or measure is contrary to the provisions of the ERS or is in breach of the law.

(2) The application for internal appeal

a) must be submitted to the Directorate of Human Resources Management (hereinafter referred to as "DHRM"),
b) will be considered by the DHRM within five working days,
c) where justified, the DHRM will request the person or body concerned to review the decision/measure,
d) or, if the DHRM maintains its position on the matter, will refer it to the manager responsible for taking a decision on the matter.
e) The manager/body entitled to take a decision will consider the application within five working days,
f) and, if justified, annul/revoke the decision/measure appealed against and take a new decision/measure.
g) If it considers the decision/measure appealed against to be lawful, it rejects the application.
h) If a person subject to an employment relationship considers a decision taken in the course of appeal proceedings within the University to be prejudicial to him or her, he or she may have legal remedies in accordance with the applicable legislation.

# PART TWO
# RULES ON THE ESTABLISHMENT, MAINTENANCE, MODIFICATION AND TERMINATION OF AN EMPLOYMENT RELATIONSHIP

## CHAPTER I

## GENERAL RULES ON THE ESTABLISHMENT OF AN EMPLOYMENT RELATIONSHIP

### Conditions for the establishment of an employment relationship

### 6. §

(1) Employment in an employment relationship, except in the cases provided for in Section (2), is for an **indefinite period**.

(2) A **fixed-term** employment relationship may be established

a) for the purpose of substitution or for the purpose of performing temporary, fixed-term work to carry out a task specified in a so-called letter of appointment (hereinafter referred to as the "**letter of appointment**") (and subsequently in an employment contract),

b) for fulfilling the position of a professor, associate professor, research professor, scientific advisor or senior research fellow once, for a maximum of one year, provided that the person to be appointed holds the title of the post (guest senior lecturer, senior researcher).

(3) The duration of fixed-term employment must be determined in calendar terms or other suitable means. If the parties do not determine the duration in calendar terms, the employer must inform the employee of the expected duration of the employment relationship. The duration of a fixed-term employment relationship, including the duration of any extended fixed-term employment relationship and any new fixed-term employment relationship entered into within six months of the termination of the previous fixed-term employment relationship, may not exceed five years.

(4) If an official permit is required for the employment relationship (third-country nationals), the employment relationship will be subject to the permit and may be established for the period specified in the permit. The rules on the establishment of employment relationships for **foreign employees** are set out in the joint directive of the Rector and the Chancellor on the University's website.

(5) In all cases, a representative of the DHRM must be present at the **interview of prospective employees** before the employment relationship is established. Salary negotiations may only be conducted only in the presence of a representative of the DHRM.

(6) If the employer wishes to fill a **vacancy** for 'other' positions, the vacancy must first be **posted on the University's internal forums** (HR newsletter, University Circular, Job Portal and/or University website). If the internal job posting does not achieve the desired result, the vacancy may be posted on external platforms as well, the costs of which (if any) must be transferred by the organisational unit concerned to the DHRM cost centre.

a) The CVs of candidates applying for the jobs posted in external and internal forums are received and processed by the DHRM,
b) interviews with the candidates selected by the head of the organisational unit concerned will be organised by the DHRM and attended by a representative of the DHRM, the head of the organisational unit or any person appointed by him or her.

(7) Prior to the establishment of an employment relationship – after the candidate's suitability for the job has been verified and/or the application process has been completed – an **'offer of employment**' may be sent to the person selected to fill the position (prospective employee),

a) in the case of an employment contract of indefinite duration: an offer is compulsory,
b) in the case of fixed-term contracts: an offer is mandatory for employment contracts for more than 1 year and optional for contracts for less than 1 year,

c) the offer includes the relevant details of the prospective employment contract (salary, job title, place of work, working hours, indefinite/fixed-term employment, probationary period),
d) the offer is prepared by the DHRM and sent to the prospective employee based on the request of the head of the relevant organizational unit.

(8) The employer may employ the employee with personal presence at the workplace (at the registered address or at the premises) or by teleworking. A telework contract may be concluded only with the prior approval of the Chancellor.

(9) In the case of teleworking, the provisions of the Labour Code in force shall apply. Furthermore, unless otherwise provided by law:

a) in the case of teleworking, the employee works part or all of the working time at a place separate from the employer's registered address/premises, using computer equipment,
b) agreement must be made in the employment contract on
   i. the employment of the employee in a teleworking scheme,
   ii. the working and other equipment provided by the employer,
   iii. the extent of the work carried out at the employer's registered address/premises: the work carried out at the registered address/premises must not exceed one third of the total of working days in the current year. The employment contract must stipulate this in such a way that the employer can, where appropriate, oblige the employee to appear for work in person on an ad hoc basis.
c) the employer's right to give instructions extends to the definition of the tasks to be performed by the employee,
d) the employer exercises its right of control mainly remotely by means of a computer, however, it may also exercise its right of control in person after prior notification,
e) the employer ensures that the employee is allowed to enter the employer's premises and keep in touch with other employees,
f) the employer must provide the teleworker with any information that is provided to other employees,

g) the employer must in advance inform the teleworker in writing of the rules of safe and healthy working conditions necessary for the performance of work,
h) during the preliminary risk assessment, the employer must make sure that the work equipment is in a safe condition, posing no risk to health, however, it is the employee who must ensure that the equipment is maintained in a safe condition and poses no risk to health,
i) the employer is obliged to reimburse the employee for the costs reasonably incurred in the performance of the employment relationship also in the case of teleworking. The employee may request reimbursement of expenses if the employer has given its prior written consent to the expenses.

## Establishment of an employment relationship

### 7. §

(1) The employment relationship must be established in writing. The employment relationship is established through an **employment contract** and its acceptance by the employee. The employment contract must be accompanied by a **job description** drawn up and signed by the supervisor and also signed by the employee no later than the deadline laid down in the Labour Code. The job description must set out the employee's basic duties and the requirement system applicable to his or her employment.

(2) No employment relationship may be established, modified or terminated with retroactive effect – not even with the consent of the employee. The person or entity exercising the employer's rights will be liable if this provision is violated.

(3) Before the preparation of the employment contract, it is necessary to verify that the conditions for fulfilling the position are met, and accordingly, for the purpose of attaching it to the employee's personal file, the following must be received:
a) a declaration signed by a member of the DHRM staff and the employee, certifying that a Certificate of Good Conduct, not more than three months old, has been presented, verifying absence of any criminal record and that the

employee is not banned from practising any profession which precludes him or her from engaging in the activity,

b) copies of diplomas and certificates attesting the qualifications and competencies required for the position, while the original documents must be produced for inspection.

The documents referred to in this paragraph may also be requested by the DHRM prior to making an offer in the event an offer to establish an employment relationship is to be made.

(4) Before the employment relationship is established, the employee to be employed must present his or her personal documents to the DHRM staff member.

(5) The duration of the **probationary period** is set at a **maximum of six months**, as laid down in the Collective Agreement, and its extension is prohibited.

(6) The DHRM will provide the prospective employee with information on the documents and records required for the establishment of the employment relationship prior to the personal hiring procedure. The documents relating to the preparation of the employment contract must be drawn up by the DHRM.

## 8. §

(1) The establishment of an employment relationship is initiated by the head of the organisational unit in writing with the relevant payroll manager and primary employer of the prospective employee to be employed in the relevant position at the organisational unit concerned by launching a so-called letter of appointment in the electronic letter of appointment management programme (hereinafter referred to as "**HR-IT**"), which must contain the personal data of the prospective employee and the parameters of the employment relationship to be established.

(2) An employment relationship may be established at the University if

a) **a vacant position is available:** employment is created for the post in question because the employment relationship of the person previously employed in that post has ceased, the position is vacant and there is a proven need for the

establishment of an employment relationship for the operation of the organisational unit concerned, or

b) a post upgrade is approved (with the Chancellor's consent): a proven change in the responsibilities and capacity of the organisational unit justifies the creation and filling of a new post, and

c) the faculty, comprehensive organisational unit or organisational unit in question has the financial resources necessary to cover the costs of the establishment of the employment relationship, or the Directorate for Economic Affairs and/or the DHRM has declared in writing that it has such resources; and

d) the letter of appointment aimed at creating a new employment relationship is received by the DHRM via the HR-IT at least 10 working days before the date of the establishment of the employment relationship (in the case of letters of appointment received after the deadline, the head of the DHRM may initiate a change of the starting date of the employment contract).

9. §

(1) An employment relationship at the University, as defined in the Labour Code, may be established only with a person who

a) is eighteen years of age or older,

b) has no criminal record and is not banned from practising any profession which precludes him or her from engaging in the activity,

c) is a Hungarian citizen or has the right of free movement and residence under a special law or has an official permit (entitling him or her to reside and work) under a special law or is an immigrant or non-resident person domiciled in Hungary,

d) has the qualifications and professional competencies required for the post,

e) had a successful application for the post, if the post requires an application procedure,

f) is ready to undergo a compulsory occupational health examination and, based on its result, is fit to perform the duties of the job,

g) has presented the original of the documents required for the employment, as provided for by the relevant legislation and the ERS, to the DHRM.

## The application procedure

### 10. §

(1) An employment relationship at the University may be established through an application procedure or, at the employer's proposal, without an application procedure, except in cases provided by law.

(2) In the case of positions defined by law, a public application procedure must be conducted.

(3) Positions which may be filled at the University on the basis of a mandatory **public application procedure** (in the case of an indefinite or fixed-term employment contract of more than one year or a modification of such a contract):

a) Associate Professor,
b) Professor,
c) Senior Research Fellow,
d) Scientific Advisor,
e) Research Professor,
f) managerial positions.

(4) The application procedure is not mandatory – however, an application procedure may be initiated with the primary employer – before the establishment of an employment relationship for the purpose of filling a position other than those provided for in Section (3) herein, and in the case of managerial positions in the cases specified in Section (2) of Article 56.

(5) Prior to the employment of non-senior lecturers (assistant lecturer, assistant professor, master lecturer) and non-senior researchers (research fellow, assistant research fellow) without an application procedure, the DHRM will examine compliance with the basic employment requirements set out in the requirement system on the basis of the documents provided by the candidate at the request of the DHRM in the application procedure.

(6) Where the post is to be filled through an application procedure, the **call for applications** must include:

a) the name of the University, Faculty, comprehensive organisational unit and organisational unit,

b) the title of the post or managerial position to be filled, the expected date of filling it, the place of work,

c) the essential duties of the job or the managerial position,

d) all the conditions for a successful application, in particular the educational qualifications, professional competencies, specialty qualifications, academic degree, language and other requirements, professional experience and any other conditions providing an advantage,

e) the duration of the employment (indefinite, fixed-term, with dates),

f) documents and certificates to be submitted as part of the application – when required for the position or managerial position –, in particular copies of diplomas, academic degrees, habilitation, language examinations and other qualifications, a detailed curriculum vitae describing professional and academic activities, application forms, declarations and other data and documents required by other regulations or bodies,

g) the deadline for submission of the application, the address to send the application to, the addressee of the application (Rector or Chancellor), the name, position and contact details of the person who can provide information on the application,

h) the expected deadline for the assessment of the application.

(7) If the law or the Operator specifies the content of the application for certain jobs, the rules of the application procedure or additional conditions of the call for applications, the call for applications must be prepared and the procedure must be conducted accordingly.

(8) The proposal for the call for applications must be submitted to the Rector or the Chancellor through the DHRM within a time frame that ensures that the position can be filled within the time limit specified in the call for applications, taking into account the time required for the posting of the call for applications, the deadline for submission of applications, the assessment required for the establishment of the

employment relationship, the modification of the job description or the managerial position and, if necessary, the conduct of the hiring procedure.

(9) The call for applications must be issued by the Rector or the Chancellor with the assistance of the DHRM. The Rector's call for applications must be issued by the Operator in cooperation with the DHRM.

(10) The calls for proposals must be **primarily posted** on the official website of the University. The deadline for submission of proposals must be calculated from the date of posting on the University's website (or on the website of the Operator if the application is to be submitted to the Rector), which may not be less than 15 calendar days from the date of posting (the deadline for submission must be determined by the DHRM in the call for applications on the basis of the approved schedule). In the case of a call for applications posted by the primary employer, a minimum of 30 calendar days must be allowed, excluding the date of posting.

(11) Calls for applications posted on the website must also be published in the **University Circular**. Exceptions must be made for calls for proposals for which the deadline for submission is before the date of publication of the current University Circular.

(12) Applications must be addressed to the primary employer of the employees of the organisational unit concerned, however, they must be sent to the DHRM, accompanied by the documents and copies of the records specified in the call for applications (the original documents must be presented at the DHRM before the employment starts).

(13) In their **application**, applicants must

a) declare that they have no criminal record under the NHEAct and that they are not banned from practising any profession which precludes him or her from engaging in the activity,

b) provide information of their existing civil service, civil servant, professional, contractual, public project evaluator legal status or employment or other work-related legal relationships,

c) give their consent to the competent persons and bodies to have access to the application documentation and to the processing of the data contained therein in accordance with the applicable laws and university regulations,

d) declare that the application documentation can be destroyed or returned if the application is unsuccessful.

(14) If the applicant has a foreign degree or academic qualification and the job/position applied for requires the recognition of the academic qualification or degree, the applicant must submit a **certified translation** of the degree and academic qualification issued by the foreign higher education institution (translation preferably to be prepared by OFFI (Hungarian Office for Translation and Attestation Ltd.)) and a decision on the **nostrification** of the academic degree. The recognition and nostrification of university degrees and/or academic qualifications and the recognition of foreign certificates and diplomas are governed by the legislation currently in force.

(15) Applications may be submitted to the DHRM **in person, by post or electronically**, in accordance with the terms and conditions of the call for proposals.

(16) Applications must be submitted primarily in **Hungarian**. In exceptional cases – if the applicant is not a Hungarian citizen and does not speak Hungarian – the application may be submitted in English or German.

(17) Unless otherwise provided by law, the content of the application submitted may be disclosed to third parties only with the consent of the applicant. In the event of an unsuccessful application, the application documentation must be returned to the applicant at the applicant's specific request. If the applicant fails to take delivery of the application documentation containing his or her personal data within 90 days of the deadline for assessment, it must be destroyed and his or her personal data must be deleted.

## Assessment of the applications submitted

### 11. §

(1) If the vacancy for a manager position or a senior lecturer position/senior researcher position not relating to a faculty and/or university centre is filled through an application procedure or if, in the case of an application for a managerial position/senior lecturer position/senior researcher position, the applicants are not all employees of the University:

a) For the assessment of the applications received, the primary employer (with the cooperation of the DHRM) will set up an assessment committee (hereinafter referred to as the "**Assessment Committee**") with expertise in the tasks to be performed by the applicant.

b) The members of the Assessment Committee are appointed by the primary employer, after which the committee hearing is organized by the DHRM.

c) The Assessment Committee must be given at least 15 days to conduct the interview and formulate its opinion on the application.

d) In the case of applications for the positions of lecturers, researchers and teachers, as well as for managerial positions and for the head of educational and research organisational unit, where the Rector has the right of appointment, the representative of the Students' Union must be a member of the Committee.

e) The person delegated by the head of the DHRM, who has the right to make proposals, must be invited to the committee hearing.

f) The Assessment Committee evaluates the applications, assesses the professional qualifications of the applicant(s) and, in cases where the application is not submitted to another assessment body, ranks the applications submitted for the same post or managerial position. The Assessment Committee is obliged to interview the candidate(s).

(2) If the vacancy for a manager position/senior lecturer position/senior researcher position relating to a faculty and/or university centre is filled through an application procedure and the candidates are employed by the University:

a. the Faculty Board and/or the University Centre Board (hereinafter referred to as "**FB**" and "**UCB**") must hold a hearing with the candidate(s), at which the representative of the DHRM have the right to make proposals,

b. following the hearing, the FB and/or the UCB will issue a decision on the professional suitability of the candidate(s) ("with the right to provide an opinion"), and this decision will be sent to the DHRM within 5 working days.

(3) The **assessment summary of the Committee** must be drawn up by the chair of the Assessment Committee, taking the individual opinions of its members into account, and must be signed by all the members. The assessment summary of the Committee must be sent to the DHRM by the deadline specified in the letter of invitation, to which the individual opinions of the members of the Committee may also be attached. An opinion may be adopted without the signature of the chair or members of the Committee if the assessment summary cannot be signed due to unavoidable circumstances and the chair or member of the Committee gives verifiable electronic indication of his or her acceptance of and agreement with the assessment of the Committee.

(4) In its assessment summary, the Assessment Committee must **clearly state its opinion** on the suitability of the candidate(s) and whether it supports the candidate(s) for the post in question from a professional point of view. If this does not happen, the DHRM must inform the primary employer that the assessment was unsuccessful and that a new Assessment Committee needs to be invited. Persons who were involved in the previous unsuccessful assessment may not be members of the new Assessment Committee.

(5) **Special rules for academic organisations:**

a) The UCB and/or the FB must assess the applications for managerial positions at the faculty/university centre, as well as for senior lecturer and senior researcher positions.
b) The Senate of the University will assess and, if more than one application is submitted for the same post or managerial position, rank the applications for managerial, senior lecturer and senior researcher positions, where the Rector has the right of appointment, taking the relevant preliminary opinions into account.
c) The Rector, taking the relevant opinions and proposals into account, will decide on the establishment of any employment relationship or the modification of job

descriptions within the academic organisation. The Rector's decision will not be bound by the assessment of the Board/Assessment Committee.

(6) Special rules for the Chancellor's organisation:

a) The Assessment Committee will assess and, if more than one application is submitted for the same managerial position, rank the applications for the managerial positions of comprehensive organisational units and organisational units belonging to the Chancellor's organisation. The Chancellor decides on the appointment to management positions. The Chancellor's decision will not be bound by the opinion of the Assessment Committee.

b) The Chancellor, taking the opinion and proposal of the head of the relevant organisational unit into account, will decide on the establishment of any other employment relationship or the modification of job descriptions within the Chancellor's primary employer's authority.

(7) The procedure for the assessment of applications is set out in *Annex 1*.

## Rules of the application procedure for the position of university professor for applicants without the title of university professor

### 12. §

(1) The content and form of the applications for the position of university professor must be based on the guidelines of the Hungarian Higher Education Accreditation Committee (hereinafter referred to as "HHEAC").

(2) Applications for the position of university professor must be submitted primarily in Hungarian. In exceptional cases, if the applicant is not a Hungarian citizen, the application may be submitted in English or German, however, the applicant must ensure that the entire application documentation is translated into Hungarian before submitting it to the Senate.

(3) When applying for the position of university professor, the original copies of the university qualification, academic degree, habilitation, doctorate of the Hungarian Academy of Sciences and the documents evidencing language knowledge must be presented at the DHRM.

(4) If the applicant does not have a habilitation, the head of the faculty/comprehensive organisational unit initiating the application procedure for the recognition of an equivalent international academic teaching experience must request the opinion of the University Doctoral and Habilitation Council.

(5) Relevant certificate(s) of employment, verifying the position held, must be submitted to prove experience in teaching or research activities.

(6) Applications for the position of university professor must be assessed by the bodies specified in Article 11 and Annex 1.

(7) The DHRM will submit the application(s) for the position of university professor to the Rector's Office for an assessment by the Council of Professors, together with the following documents: the text of the call for applications, the application documentation(s) received and the opinion(s) of the Assessment Committee. The Council of Professors will adopt a separate decision on each application received, which the Rector's Office must send to the head of the DHRM by the 7th calendar day following the date of submission.

(8) The Senate must also give its opinion on the applications for the position of university professor, taking preliminary opinions into account, and, more than one application is submitted for the same professorship position, it must rank them.

(9) The Rector, after considering the opinion/ranking of the Senate, will submit the applications for the position of university professor to the HHEAC for an assessment.

(10) The Rector does not need to obtain the expert opinion of the HHEAC before preparing his or her proposal for the award of the title of university professor if the

lecturer fulfils the conditions of employment laid down in the relevant legislation and is employed or has been employed as a lecturer in a post that is equivalent to the position of university professor in a foreign higher education institution which is a full member of the European Association for Quality Assurance in Higher Education or which is certified or accredited by another higher education accreditation body in accordance with the ESG (Standards and Guidelines in the European Higher Education Area) as part of a quality assurance process.

(11) The faculty/comprehensive organisational unit initiating the application procedure for the position of university professor or the applicant is responsible for obtaining the certificate(s) verifying fulfilment of the above conditions.

(12) If the HHEAC supports the application(s) for a professorship and has sent the decision on this to the University, the Rector must inform the applicant, the competent Dean, the head of the comprehensive organisational unit and the members of the Senate by sending a copy of the decision. The Rector will also submit his or her proposal for the appointment of a university professor to the Operator for an opinion or proposal by the Operator. If there is an agreement, the Rector will request the Operator to forward the application for university professorship to the competent ministry.

(13) If the HHEAC does not support the application(s) for a professorship and has sent the decision on this to the University, the Rector must inform the applicant, the competent Dean/head of the comprehensive organisational unit and the members of the Senate by sending a copy of the decision.

## Declarations

### 13. §

(1) Before the start of and during the employment relationship, the employee must declare in writing any other work-related legal relationship which he or she has or is planning to have. An employee may establish a work-related legal relationship with a third party only if it does not in any way jeopardise the objectives and

legitimate interests of the University and has been declared in writing in advance and authorised by the employer.

(2) An employee who holds a managerial position and is entitled to make a financial commitment must **declare a conflict of interest**.

(3) The rules governing the **obligation to make a declaration of assets** are set out in *Annex 2*.

(4) Employees must undertake to maintain **confidentiality** in their employment contract in connection with their job or assignment or with regard to confidential documents and information handled in the course of their work. The employee must take a confidentiality declaration requested by the DHRM, based on the relevant joint directive of the Rector and Chancellor.

(5) Employees must give their consent in writing to any employment beyond the scope of their position or assignment, and to the processing of their personal data for this purpose, after the newly planned employment or assignment has been explained in detail by the supervisor. Refusal to give consent will result in exclusion from any employment beyond the job or assignment held. The employees' attention must be specifically called to this fact during the explanation.

(6) The written declaration of a person employed as a lecturer or researcher must specify the **higher education institution for which he or she may be considered**. A lecturer or researcher, regardless of the number of higher education institutions in which he or she performs teaching/research activities, may be considered in only one higher education institution when considering compliance with the operating conditions of the institution. An employee holding the position of a lecturer/researcher who does not designate the University of Pannonia in his or her declaration may not be considered as a full-time employee of the University of Pannonia. The University of Pannonia must be indicated in the declaration by those who

a) are establishing/hold a full-time lecturer /researcher position at the University of Pannonia,

b) hold a position other than a lecturer/researcher position in their full-time employment other than at the University of Pannonia.

(7) If an employee makes a declaration at another higher education institution that contradicts the declaration made at the University of Pannonia, he or she must report it to the supervisor and the primary employer.

*Forms related to this chapter are available on the website of University and the DHRM:*

- *Request for an offer to establish/amend an employment relationship,*
- *Information on how to apply and the forms to fill in,*
- *Declarations of an Additional Employment Relationship and Conflicts of Interest,*
- *Declaration of Assets form,*
- *Declaration on Consideration for a Higher Education Institution,*
- *Templates for calls for job applications.*

## CHAPTER II
## RULES FOR THE EMPLOYMENT OF LECTURERS, RESEARCHERS AND TEACHERS AND FOR THE MAINTENANCE OF EMPLOYMENT

### Requirements for the establishment of the position of a lecturer and for continued employment

14. §

(1) The following **lecturer positions** may be created at the University:

a) **managerial positions:**
   i. university professor,
   ii. university associate professor,

b) **non-managerial positions:**
   i. senior lecturer,
   ii. assistant lecturer,
   iii. master lecturer.

(2) The following additional lecturer positions may be maintained at the University following a succession of employment, however, no new such positions may be created:

a) **non-managerial position:**
   i. college associate professor.

(3) As of 1st September 2012, only lecturer and researcher positions meeting the requirements set out in the NHEAct may be established, with the proviso that the classification and employment of lecturers and academic researchers who were employed until 31st August 2008 in accordance with the old requirements set out in Section (2), on the basis of the Higher Education Act of 1993 or Section (2) of Article 157 of the Higher Education Act of 2005, may be changed if they meet the new requirements.

(4) The entry into force of the NHEAct shall not affect the employment of lecturers and researchers, the appointment of public servants and the titles attached to their employment, if they have been appointed to the respective position or received the title in accordance with the provisions of the Higher Education Act of 1993. In such a case, the employment of lecturers and researchers may be continued accordingly and the time limitation set out in Section (2) of Article 31 of the NHEAct shall not apply.

(5) In any other case, the conditions of employment and promotion applicable to lecturers shall also apply to lecturers already employed in a higher education institution before 1st September 2012. The period prior to 1st September 2012 shall also be taken into account for the fulfilment of the conditions of employment.

(6) Guest lecturer in managerial position

a) The posts of university professor and associate professor may be filled by a guest academic for a period of up to one year, on the basis of a proposal of the dean, by a decision of the FB/UCB (in the case of a non-faculty/non-university centre organisational unit, on the proposal of the head of the organisational unit), and after consultation with the Senate, with the permission of the Rector, provided that the person concerned holds the title of university professor or associate professor.
b) After the expiry of the fixed term of one year, university professors and associate professors may be further employed for an indefinite period on the basis of a public call for applications procedure, subject to the requirements for university professors and associate professors.

(7) Institutional benefits that can be granted for those in lecturer positions:

a) supporting the participation in study visits (if the application is successful), professional training courses and other courses in Hungary and abroad, with working time or duty allowance or reimbursement of expenses (registration fee, travel expenses, accommodation, etc.),

b) providing the conditions necessary for obtaining a doctoral degree (PhD, DLA, DBA), habilitation, the title of Doctor of the Hungarian Academy of Sciences, with a working time or duty allowance,
c) financial support for publications in foreign specialised journals,
d) providing the conditions necessary for the fulfilment of tasks to be carried out in the scientific and professional community.

## Requirements for the establishment of the position of a researcher and for continued employment

### 15. §

(1) A person must be employed as an academic researcher if he or she devotes at least eighty per cent of his or her full working time to the academic activities of the University, as specified in his or her employment contract, and also participates in the educational activities of the University as part of his or her duties.

(2) The following **researcher positions** may be established at the University:
a) **managerial positions**:
i. research professor,
ii. scientific advisor,
iii. senior research fellow
b) **non-managerial positions**:
i. research fellow,
ii. assistant research fellow

(3) Guest researcher in managerial position

a) The posts of research professor, scientific advisor and senior research fellow may be filled by a guest academic for a period of up to one year, on the basis of a proposal of the dean, by a supporting decision of the FB/UCB (in the case of a non-faculty/non-university centre organisational unit, on the proposal of the head of the

organisational unit), and after consultation with the Senate, with the permission of the Rector, provided that the person concerned holds the required title.

b) After the expiry of the fixed term of one year, research professors, scientific advisors and senior research fellows may be further employed for an indefinite period on the basis of a public call for applications procedure, subject to the requirements for filling the position of research professor, scientific advisor and senior research fellow.

(4) Institutional benefits that can be granted for those in researcher positions:

a) supporting the participation in study visits (if the application is successful), professional training courses and other courses in Hungary and abroad, with working time or duty allowance or reimbursement of expenses (registration fee, travel expenses, accommodation, etc.),
b) providing the conditions necessary for obtaining a doctoral degree (PhD, DLA, DBA), habilitation, the title of Doctor of the Hungarian Academy of Sciences, with a working time or duty allowance,
c) financial support for publications in foreign specialised journals,
d) providing the conditions necessary for the fulfilment of tasks to be carried out in the scientific and professional community.

## Requirements for the establishment of the position of a teacher and for continued employment

### 16. §

(1) The following **teacher positions** may be established at the University: language teacher, physical education teacher.

(2) Institutional benefits that can be granted for those in teacher positions:

a) supporting the participation in study visits (if the application is successful), professional training courses and other courses in Hungary and abroad, with

working time or duty allowance or reimbursement of expenses (registration fee, travel expenses, accommodation, etc.)

b) providing the conditions necessary for the fulfilment of tasks to be carried out in the scientific and professional community.

(3) The list of positions that may be created at the University and the requirements for filling and holding these positions are set out in Annexes 6/a, 6/b and 6/c.

## CHAPTER III
## AMENDMENT OF THE EMPLOYMENT RELATIONSHIP

### General rules

### 17. §

(1) The obligations set forth in the employment relationship may be modified only by mutual agreement.

(2) Amendments to the employment contract must be initiated in the HR-IT, using a letter of appointment, which must be received by the DHRM via the HR-IT at least 10 working days before the planned date of the amendment. In the case of letters of appointment received after the above deadline, the head of the DHRM may initiate the amendment of the starting date of the employment contract.

(3) If the modification of the employment relationship aims to increase the daily working hours, prior approval from the Rector/Chancellor is required before initiating the letter of appointment.

## Change of the position

### 18. §

(1) If an amendment to an employment contract is intended to change the position, it must be made sure before the amendment is made that the conditions of employment are still applicable to the new or modified position.

(2) Pursuant to Section (1) herein, if required in respect of the new or modified position, the following must be attached to the employee's personnel file:

a) copies of the diplomas and certificates certifying the qualifications and competencies required for the new or modified position (the originals must be presented by the employee),

b) a certificate of medical fitness issued by the occupational health service (without this certificate, work cannot be started; it is the responsibility of the DHRM to check the certificate of fitness and the referral is also issued by the DHRM),

c) the new job description.

(3) If an employee of the University is to be employed in another organisational unit instead of the organisational unit specified in the employment contract (**internal transfer**), the primary employer and the employee must agree on this in the amendment to the employment contract. If the new organisational unit is under the authority of another primary employer, the internal transfer requires the agreement of all three parties.

## CHAPTER IV
## GENERAL RULES ON THE TERMINATION OF EMPLOYMENT

### General rules on the termination of employment

### 19. §

(1) The employment relationship is terminated by operation of law in the cases specified in the Labour Code and the NHEAct.

(2) (2) The **employment relationship may be terminated by**

a) mutual agreement
b) termination by ordinary notice,
c) termination with immediate effect.

(3) In any case, termination of employment may be initiated in writing by either party, and the **written notice** must include

a) the date of termination by calendar day,
b) in the case of termination by the employer, (as a general rule) the reasons for termination, which must clearly state the grounds for termination,
c) in the case of termination of fixed-term employment, the employee's reasons for the termination. The reason for termination may only be a reason that would make it impossible for the employee to continue the employment relationship or would cause the employee disproportionate detriment in view of his or her circumstances.

The document confirming the termination of employment must be preferably given to the employee at the workplace and it must be ensured that the employee signs it to confirm receipt. If the employee refuses to accept it, this fact must be recorded by the signatures of two witnesses and then the documents must be delivered by registered post to the employee’s place of residence (or to a postal address indicated by the employee in writing).

(4) The employee's written notice of termination must be submitted to the DHRM by the supervisor at least 10 working days before the planned date of termination. If the employment is terminated by the employer, it must be initiated in writing with the DHRM at least 30 days before the start of the notice period.

(5) The employer may not terminate the employment relationship by ordinary notice during

a) pregnancy,
b) maternity leave,
c) paternity leave,
d) parental leave,
e) unpaid leave taken to look after a child,
f) actual voluntary military service in the military reserve,
g) the period of a woman's treatment in connection with the human reproductive procedure, but not more than six months after the start of such treatment,
h) caregiver leave.

(6) A uniform procedure must be applied in deciding on the termination of the employment of employees qualifying as pensioners. The procedure must be initiated by the supervisor not earlier than one year before the employee reaches retirement age. After hearing the employee and other people, the supervisor will propose a method of continued employment or termination of employment. The proposal for continued employment must be justified by facts. On the proposal of the supervisor and, in the case of a faculty/university centre organisational unit, of the Dean/head of the comprehensive organisational unit, the primary employer, taking the needs of the University and the performance of the employee into account:

a) maintains the employment relationship on unchanged terms (in which case he or she may subsequently initiate termination of employment on grounds of retirement at any time), or
b) terminates the employment relationship by ordinary notice on the grounds of the employee's retired status; or
c) terminates the employment relationship by mutual agreement on the basis of prior agreement with the employee.

## Special rules for lecturers, researchers and teachers

### 20. §

(1) The employment of a lecturer, other than a master lecturer, who has failed to obtain an academic degree within ten years from the date of commencement of his or her employment as a lecturer, must be terminated by operation of law. The periods specified in Section (3) of Article 31 of the NHEAct will not be counted in this period.

(2) **Lecturers and researchers may be employed until they reach the age specified in the NHEAct**. Exceptions to this may be made with special permission from the Rector, up to the age of 80 for lecturers and researchers.

(3) The employer must terminate the employment of a college professor or university professor if the Prime Minister has dismissed the college professor or the President of the Republic has dismissed the university professor from their jobs, depriving them of their right to the title of their position.

(4) Upon termination of employment, the right to use the job title, with the exception of the titles of university and college professor, will cease.

(5) The employment of lecturers/researchers/teachers must be terminated, if possible, in such a way that they are released from their employment after the end of the examination period.

## Termination of employment by mutual agreement

### 21. §

(1) When terminating an employment relationship **by mutual agreement**, the following must be agreed on:

a) the date of termination of employment,

b) the remunerations and benefits to which the employee is entitled,
c) the manner and time limits for the performance of any pending obligations by the employee.

The agreement must state whether, after the date of termination, either party has any remaining obligations to the other and, if so, how they will be discharged.

(2) If the employment relationship is terminated **by mutual agreement on grounds of retirement**, the primary employer will have the right to release an employee from work duties. The period of release from work duties for the employee concerned, according to the general regulation, will be 30 days. A longer period of release may also be granted by the primary employer on the recommendation of the supervisor.

## Termination of employment by ordinary notice

### 22. §

(1) In addition to the provisions of the Labour Code, the University may terminate the employment of a **lecturer by ordinary notice** if the lecturer
a) has failed to fulfil the conditions set out in the employment requirement system, which are reviewed and checked by the employer at least every five years (the supervisor checks the fulfillment of the conditions, while the DHRM is responsible for the continuous review of the conditions),
b) has failed to fulfil the conditions for the position required by the employer in the employment contract, setting an appropriate time limit,
c) may not be registered with the institution, on the basis of the lecturer's declaration, when considering whether the operating conditions of the institution are fulfilled. In such a case, regarding the provisions of the Labour Code relating to the employment relationship, those concerning the notice period and severance pay will not apply.

(2) In the event of **termination due to reorganisation** as defined in the Labour Code, the grounds for reorganisation being the reason for termination must include the case when the University is unable to provide work duties for at least fifty per cent of the teaching time for the lecturer or teacher, averaged over two consecutive semesters.

(3) The employer is not be obliged to give reasons for terminating an employment contract of indefinite duration by ordinary notice if the employee qualifies as a pensioner.

## Exit form and general cooperation obligations

### 23. §

(1) In the event of termination of employment, the employee must have the 'exit form' issued by the DHRM signed by the representatives of the organisational units indicated on it.

a) The representatives of the organisational unit signing the exit form may not withhold the form even in the event of outstanding debts; they must sign it, record the debt on it (in HUF) and return it to the employee.

b) The exit form is an information sheet for taking the necessary measures: in the event of a debt, the organisational unit must initiate the deduction of the debt from the salary before the termination of employment.

c) In order to ensure that all the organisational units concerned are informed of the termination of the employee's employment in a timely manner, the employee must obtain all signatures on the exit form immediately after being requested to do so by the DHRM and finally submit it to the DHRM by the 5$^{th}$ working day prior to the planned termination of employment.

(2) The general requirements for conduct set forth in Article 6 of the Labour Code shall also apply to the termination of the employment relationship, in particular with regard to the fact that in the exercise of rights and the performance of obligations, the parties must act in good faith and in accordance with the principles of fairness and honesty, and must cooperate with each other and must not engage in conduct that infringes the rights or legitimate interests of the other party. In view of this, the remunerations and benefits due to the employee (pro rata payment in lieu of leave) are paid and the statutory certificates are issued upon termination of the employment relationship, after the exit form has been submitted, in accordance with the provisions of Article 80 of the Labour Code.

(3) The supervisor must make every effort to grant the pro rata leave in kind; payment in lieu of leave is only allowed if it is not possible to grant it in kind.

(4) The DHRM must prepare certificates for the employee in connection with the termination of the employment relationship and arrange for the pro-rata payment in lieu of the leave and the payment of the remunerations and benefits due to the employee and not yet paid.

## Handover/takeover record for the position/managerial position

### 24. §

(1) In the event of the termination of his or her employment/managerial position or a change in his or her position or place of work, the employee must transfer his or her job responsibilities on the specified date to the person (transferee) designated by his or her supervisor. The **handover/takeover procedure** is part of the working time.

(2) A report of the handover/takeover procedure must be drawn up in triplicate, of which one copy is for the departing employee, one copy for the transferee and one copy for the DHRM. The declaration of completeness and an itemised inventory shall be an integral part of the report. The **report** must contain

a) the names of the transferor and transferee and other persons present,
b) the specifications of the transferred position,
c) the place and time of the handover/takeover procedure,
d) the ongoing tasks, the actions taken for the completion of such tasks up to the handover (current status of the task), including deadlines,
e) information on contracts or other commitments in force,
f) information on the electronic document management (specifying the network location, library, sub-library),
g) granting access to databases (database name with user ID),
h) documents and information relating to the transferring employee's position,
i) University documents, tools and materials received or transferred,

j) any relevant questions or comments relating to the handover/takeover procedure,

k) the signatures of the transferor and the transferee,

l) the approval of the supervisor, certified by his or her signature.

(3) The parties involved in the handover/takeover procedure must sign all the pages of the report and their annexes.

(4) If the employee who is obliged to transfer a job is unable or refuses to do so for reasons beyond his or her control, the supervisor must designate a person from among the employees of the organisational unit to act as the transferor.

(5) The employee designated as the transferor must, in the presence of a witness, take inventory of the documents, materials and equipment the absent employee is responsible for and hand them over to the employee designated as the transferee by completing a report and its annexes. The absent employee must be informed of the handover and receive a copy of the report. In such a case, the declaration of completeness will not form an integral part of the report.

(6) If the employee fails to comply with his or her handover/takeover obligation for reasons attributable to the employee, or fails to hand over his or her job/assignment in the prescribed order, the University, in accordance with Section (4) of Article 84 of the Labour Code, will proceed in accordance with the rules for unlawful termination of employment.

(7) A breach of the employee's handover/takeover obligation includes:

a) a missing report or declaration of completeness,

b) destruction of documents, concealment of information,

c) destruction of documents stored electronically in whatever form,

d) erasure of data stored on a data storage device (floppy disk, CD, DVD, USB stick, etc.),

e) concealment of materials, equipment, supplies or property belonging to the University but being in the employee’s use or possession.

*The forms related to this chapter are available on the DHRM's website:*

- *Handover/Takeover Report (in case of termination of employment, internal transfer, transfer of job),*
- *Termination of Employment by the Employee – Template,*
- *Request for Termination of Employment by Mutual Agreement – Template.*

## CHAPTER V
## GENERAL RULES FOR EMPLOYMENT UNDER A VOCATIONAL TRAINING EMPLOYMENT CONTRACT

### 25. §

(1) A **vocational training employment contract** can be concluded with a student having student status or adult education status for a profession listed in the Vocational Register, on the basis of which an employment relationship is established between the parties.

(2) A vocational training employment contract may be concluded
   a. for the duration of the specialised training; or
   b. for a fixed term, up to twice a year, each time for a minimum of two and a maximum of twelve weeks, but in total not exceeding twelve weeks per year.

(3) A student or person participating in the training may hold only one vocational training employment contract **at a time**.

(4) The vocational training employment contract, its amendment and its termination must be in writing. The content of the vocational training employment contract may be amended by mutual agreement of the parties.

(5) A student who has reached the age of fifteen may also be a party to a vocational training employment contract as an employee.

(6) The Collective Bargaining Agreement in force at the employer applies to a student or person participating in the training employed under a vocational training employment contract only insofar as its provisions set conditions more favourable than those laid down in the Labour Code.

(7) The **full-time working hours** of a student or person participating in the training may not exceed eight hours per day, or seven hours per day in the case of a student who is a young worker.

(8) A student or person participating in the training may not take part in specialised training exceeding the daily specialised training hours.

(9) Daily specialised training must be organised between 6 a.m. and 10 p.m. At least sixteen hours of uninterrupted rest must be provided between the end of specialised training and the start of the next day's specialised training or general education lessons.

(10) A student or person participating in the training must be provided with an **uninterrupted break** during the daily specialised training if the daily specialised training hours:

a. exceed four and a half hours – the break is at least thirty minutes,
b. exceed six hours – the break is at least forty-five minutes.

(11) The break referred to in Section (10) counts towards the daily working hours.

(12) A **working time bank** of up to four weeks may be arranged for a student or person participating in the training.

(13) No overtime may be assigned to a student or person participating in the training.

(14) On weekly rest days, public holidays and during the autumn, winter and spring school breaks, the employer may require a student or person participating in the training to attend specialised training only at a specialised training facility that operates on that day for its intended purpose. Time spent in this way must be compensated with equivalent free time, preferably on the next specialised training day.

(15) A student is entitled to forty-five working days of **annual leave**, and a person participating in the training is entitled to thirty working days per year. When granting leave to a student, the schedule of autumn, winter, spring and summer school breaks must be taken into account. During the summer break, at least twenty

working days of leave must be granted consecutively, following consultation with the student.

(16) The vocational training employment contract will terminate:

a. on the last day of the month in which the student status or adult education status of the student or person participating in the training ends, if the student or person does not continue their studies at another vocational training institution,
b. on the last teaching day specified in the ministerial decree on the organisation of vocational training for the relevant school year, in which the student takes their first professional examination immediately following the specialised training,
c. on the day the dual training provider ceases to exist without a legal successor,
d. on the day a decision prohibiting participation in specialised training becomes final, or, if immediate enforcement is ordered, on the day the decision is communicated,
e. with the death of the student or person participating in the training.

(17) The vocational training employment contract may be terminated

a. by mutual agreement, on the date specified in the agreement,
b. by ordinary notice, on the fifteenth day following the communication of the notice,
c. by extraordinary notice with immediate effect, on the day the extraordinary notice is communicated.

(18) Either party may terminate the vocational training employment contract with immediate effect if the other party:

a. significantly breaches a material obligation under the contract intentionally or through gross negligence, or
b. otherwise behaves in a manner that makes the continuation of the contract impossible, thereby preventing or seriously hindering the preparation of the student or person participating in the training for the professional examination or the further provision of specialised training.

(19) The student or person participating in the training may terminate the vocational training employment contract with immediate effect on the grounds of a legal violation, specifying the precise violation.

(20) The employer may also terminate the vocational training employment contract with immediate effect if the vocational training institution requires the student or person participating in the training to repeat a year for the second time during the specialised training due to insufficient academic results.

(21) The employer is obliged to provide reasons for both ordinary notice and extraordinary notice. The reason for termination must be clearly stated. In case of dispute, the employer must prove the truthfulness and reasonableness of the grounds for termination or immediate termination.

(22) The parties may challenge both ordinary notice and extraordinary notice in court within fifteen days from its communication. Filing a claim does not suspend the enforcement of the ordinary or extraordinary notice. The legal consequences of unlawful termination of employment are governed by Articles 82 and 84 of the Labour Code, with the provision that reinstatement of employment is not permitted.

(23) During the suspension of the student status or adult education status, the rights and obligations arising from the vocational training employment contract do not apply to the parties. During the suspension period, the student or person participating in the training is not entitled to wages or other benefits. The vocational training institution shall immediately notify the employer of the start and end of the suspension period.

(24) The faculty/comprehensive organisational unit/organisational unit conducting the specialised training shall provide the necessary information for concluding the vocational training employment contract in a letter of appointment.

(25) The official letter must be received by the DHRM at least 10 working days before the date of the conclusion of the vocational training employment contract.

(26) Conditions for the commencement of specialised training include an occupational health examination, proof of student status and conclusion of the vocational training employment contract.

(27) In matters not regulated by this Regulation, the provisions of the law shall apply.

## CHAPTER VI

## GENERAL RULES FOR THE PROVISION OF PRACTICAL TRAINING WITHIN THE INSTITUTION FOR STUDENTS PARTICIPATING IN DUAL TRAINING

### Application, selection

### 26. §

(1) The application and selection process is coordinated and administered by the **Centre for Dual Training** (hereinafter referred to as: "CDT").

(2) The **Internal Dual Training Sites** indicate to the CDT, between 1st and 28th February in the year the training begins, or between 1st and 30th September for cross-term study programmes, how many students they can accept for practical training.

(3) The CDT announces a preliminary application period from 15th March to 15th August in the year the training begins, or from 15th November to 15th January for cross-term study courses, for all students wishing to participate in practical training at a Internal Dual Training Site. The announcement shall be published on the CDT website, via e-mail, and through Neptun messages.

(4) The **announcement** must include:
   a. the names of the Internal Dual Training Sites and the locations of the practical training,
   b. a brief description of the field of study involved in the dual training,
   c. the method and deadline for submitting applications.

(5) To submit an application, the candidate/student must register on the CDT online platform, where they must provide personal information, a cover letter, a CV and supporting documents for their studies. In the cover letter, the candidate/student should address:
   a. their previous studies (e.g., professional subjects),

b. why they chose the degree programme,
c. why they selected the dual training format,
d. their prior knowledge of the specified Internal Dual Training Site,
e. any previous professional experience.

(6) The DHRM must communicate the date and location of the selection to applicants using the electronic contact details provided in advance.

(7) During the selection, the applicant's practical skills, professional interest, commitment to the profession and language proficiency can be assessed.

(8) The selection process is conducted by representatives of the DHRM and the relevant faculty/comprehensive organisational unit/organisational unit.

(9) Within 15 days following the conclusion of the selection process, but no later than three days before the deadline for modifying the order of applications in the higher education admission procedure, the DHRM notifies the applicant in writing of the selection outcome, indicating whether they have been chosen to participate in dual training, subject to successful admission, enrolment and university transfer.

(10) If a selected candidate/student cannot participate in practical training for any reason, the Internal Dual Training Site may select another candidate/student by the deadline specified in Section (3).

(11) If the candidate/student is selected through a supplementary procedure, the DHRM provides written notification of the selection outcome within 8 working days. The Internal Dual Training Site and the DHRM are not obliged to provide reasons for their selection decisions.

(12) Conditions for commencing practical training include an occupational health examination, proof of student status and conclusion of a student employment contract.

(13) The relevant faculty/comprehensive organisational unit/organisational unit provides the information necessary for concluding the student employment contract in an official letter.

(14) The official letter must be received by the DHRM at least 10 working days before the date of the conclusion of the student employment contract.

## Rules governing practical training

27. §

(1) The Internal Dual Training Site assumes the obligation to participate in the dual training of the selected person, in accordance with the curriculum, following successful admission, enrolment and transfer within the University.

(2) Practical training can be commenced by those students who have been jointly selected by the DHRM and the Internal Dual Training Site and who have been transferred by the University to dual training.

(3) The full duration of the practical training, the place of training, the student's position and remuneration must set out in the student employment contract.

(4) The start date and schedule of practical training for each semester are set out in the document entitled Academic Year Schedule, published on the University's website.

(5) The CDT shall continuously inform the student and the Internal Dual Training Site about the technical closure of semesters.

(6) The Internal Dual Training Site is obliged to:

a. employ the student in accordance with the curriculum and in the relevant fields of study for at least 880 working hours per year, under a flexible working schedule;

b. provide an appropriate workplace, tools, personal protective equipment (protective clothing) and washing facilities necessary for carrying out the dual practical training; furthermore, to provide occupational safety and fire safety training in accordance with applicable regulations and to conclude the necessary liability insurance;
c. pay the student a student remuneration, the exact amount of which must be specified in the student employment contract;
d. supervise and manage the dual practical training activity;
e. maintain the attendance and training documentation prescribed by the organisational unit responsible for theoretical training, and to provide a written evaluation of the professional knowledge and four competencies acquired by the student, in the form and with the content requirements defined by the organisational unit responsible for theoretical training;
f. report any absence or irregularity observed on the part of the student to the CDT;
g. perform the administrative tasks related to the organisation of the dual practical training;
h. release the student from work obligations on the days on which the student fulfils examination obligations at the organisational unit responsible for theoretical training, provided that the student has notified the person responsible for professional supervision and management of the examination date at least one week in advance. The Internal Dual Training Site may, at the discretion of the work supervisor and upon the proposal of the person responsible for dual training, grant exemption from work obligations beyond examination days in order to ensure effective preparation for examinations;
i. designate the person responsible for dual practical training at the Internal Dual Training Site.

(7) The **University**

a. is responsible for the student's entire training, including the dual practical training forming part thereof;
b. is obliged to conclude a student employment contract with the student pursuant to Article 44 of the Act on National Higher Education, with the

content specified in Article 18 of the Act on Vocational Training, which must comply with the applicable legal provisions governing student employment, in particular those set out in Chapter VII of the Labour Code, Article 44 of the Act on National Higher Education, and Article 17 and 18 of the Vocational Training Decree.

(8) The organisational unit responsible for theoretical training is obliged, in relation to the practical training, to:

a. provide the necessary data and information to the Internal Dual Training Site,
b. cooperate with the Internal Dual Training Site in the selection of students participating in dual practical training,
c. carry out the academic and methodological guidance of students,
d. take measures to resolve problems arising during practical training,
e. appoint a dual (internal) supervisor and communicate their name to the Internal Dual Training Site,
f. ensure the mandatory benefits prescribed by the applicable legislation for the student,
g. inform the practice supervisor in writing of the professional work requirements in line with the training objectives,
h. evaluate practical competencies in the complex development process of professional skills and abilities based on the assessment provided by the Internal Dual Training Site,
i. conduct the selection procedure through the DHRM, with the consent of the Internal Dual Training Site, and forward the number of the employment contract to the CDT.

(9) Students participating in dual training are obliged to:

a. comply with and fulfil the requirements set out in the University's Student Requirement System and the curriculum, in particular participation in practical training and completion of tasks assigned therein;
b. comply with the University's rules on occupational safety, order, asset protection and fire safety;

c. treat any information or data obtained during practical training as confidential;
d. keep the CDT online Progress Log up to date;
e. record their working hours and absences (leave, examination days) in the NEXON system.

CHAPTER VII

# GENERAL RULES GOVERNING STUDENT EMPLOYMENT CONTRACTS CONCLUDED FOR THE COMPLETION OF PROFESSIONAL PRACTICE BY STUDENTS HAVING A LEGAL RELATIONSHIP WITH THE HIGHER EDUCATION INSTITUTION, FOR PRACTICAL TRAINING AND FOR THE PERFORMANCE OF TASKS NOT RELATED TO THEIR TRAINING BUT FALLING WITHIN THE CORE ACTIVITIES OF THE HIGHER EDUCATION INSTITUTION

## General rules of employment

### 28. §

(1) A student employment contract may be concluded:

a) with a person who has an active student status at a higher education institution, for the purpose of completing professional practice organised within the framework of the training programme or as part of the training, or for performing tasks carried out during practical training,
b) with a person who has student status at a higher education institution, for the performance of tasks not related to the training programme but carried out within the core activities of the higher education institution.

(2) Proof of student status and the term of the student employment contract:
   a) The existence of student status must be substantiated by a certificate of student status issued by the Directorate of Academic Affairs.
   b) The legal relationship established under a student employment contract may commence no earlier than after the end of the registration period of the relevant semester and may not be concluded for a longer period than:
      i. until the end of the active period indicated on the certificate of student status, in the case of professional practice or practical training,
      ii. until the estimated date of termination of student status indicated on the certificate of student status, in the case of tasks not related

to the training programme but performed within the core activities of the higher education institution; however, the existence of student status must be verified each semester,

iii. until the date specified in paragraph (i) or (ii), but at the latest until the expiry date indicated on the residence permit, in the case of a third-country national student holding a residence permit for study purposes and a student mobility residence permit or student mobility certificate.

(3) As a general rule, a student may be employed under a student employment contract only from project funding or own-source revenue.

(4) A student may be employed under a student employment contract exclusively in the positions specified in Annex 6/c, up to job level 10.

(5) The primary employer's rights are exercised by the Rector in respect of employees engaged in the academic area and by the Chancellor in respect of employees belonging to the Chancellor's organisation; supervisor's rights are exercised by the head of the relevant comprehensive organisational unit or organisational unit.

(6) A student may work on a full-time or part-time basis.

(7) Pursuant to Government Decree No. 39/2010, the employer reimburses the commuting costs of a person performing work under a student employment contract.

(8) In the case of students employed within the framework of the training programme or as part of professional practice organised as part of the training:
   a) no overtime may not be ordered,
   b) a daily rest period of at least twelve hours must be ensured for the student,
   c) a probationary period may not be stipulated,
   d) the provisions of Section (2) of Article 105 and Section (3) of Article 106 of the Labour Code shall not apply.

(9) The working time of a PhD student employed within the framework of the training programme may not exceed, on average over a semester, fifty per cent of full-time weekly working hours. This working time must also include the time spent by the student on tasks performed within the institution's educational and scientific activities as part of their academic obligations, which may not exceed twenty per cent of full-time weekly working hours.

(10) A full-time third-country national student holding a residence permit for study purposes and a student mobility residence permit or student mobility certificate may engage in gainful employment for a maximum of thirty hours per week during the study period and may work full time for a maximum of ninety days per year outside the study period.

## Tasks of faculties, comprehensive organisational units and organisational units

29. §

(1) The employment of a student must be initiated in the HR-IT system. The certificate of student status issued by the Directorate of Academic Affairs must be attached to the official letter; without this attachment, the letter of appointment may not be initiated.

(2) The letter of appointment must be submitted to the DHRM via the HR-IT system at least 10 working days prior to the date of conclusion of the student employment contract. In the event that the letter of appontment is received after the deadline, the Head of the DHRM may initiate an amendment to the start date of the student employment contract.

# PART THREE
# THE CONTENT OF THE EMPLOYMENT RELATIONSHIP

## CHAPTER I
## GENERAL RULES CONCERNING THE RIGHTS AND OBLIGATIONS OF EMPLOYERS AND EMPLOYEES

### General rights and obligations of employers and employees

30. §

(1) The employer must employ the employee in accordance with the employment contract, in accordance with the rules on the employment relationship and the provisions of other legislation. The employer must employ each employee in the position specified in their employment contract, subject to the general instructions in the job description and in accordance with the rules applicable to the position. Temporary employment other than the job position is only possible within the limits of the law. The employer is also obliged to ensure healthy and safe working conditions in accordance with the applicable legislation.

(2) The employer must organise the work in such a way that the employee can exercise the rights and fulfil the obligations arising from the employment relationship, provide the employee with the information and guidance necessary for the work and ensure the acquisition of the knowledge necessary for the work.

(3) The employer must, taking the public interest into account, take due care and diligence when managing the resources, in particular human resources, made available to the employer for the achievement of the declared objectives and regularly monitor their proper utilisation.

## 31. §

(1) Employees have the right, in accordance with the relevant internal rules and regulations, to

a) participate, directly or through a representative, in decisions affecting their interests and in the University's bodies,

b) elect and be elected to University bodies,

c) use the University's facilities, equipment and other means in accordance with the internal regulations applicable to them.

(2) Employees must contribute to the preservation and enhancement of the good reputation of the University through their activities and conduct. Employees must protect the employer's operating and business secrets and confidential information. Operating secrets, business secrets and confidential information may be disclosed to third parties only with the written consent of the competent manager. If an employee discloses trade secrets or confidential information, provides access to a database or university system without a proper written permission, the employee will be held liable for any moral, financial, compensation and criminal liability. Confidentiality does not extend to the obligation to disclose data of public interest and data public on grounds of public interest or to the obligation to provide data and information as defined by law. An employee's obligation of confidentiality must be laid down in an employment contract. **Confidential information of particular importance** is information relating to personal data and salary data, as well as information relating to the content of the database accessible to the employee and access to the system. In addition, the employee must not disclose to any unauthorised person any information which has come to his or her knowledge in connection with the performance of his or her duties and the disclosure of which could have a detrimental effect on the employer or any other person.

(3) The Rector, the Chancellor or a person designated by them may make statements on behalf of the University in matters concerning the University as a whole and related to its operation. The employees of the University must not, when expressing their private opinion in public, give the impression of representing the official position of the institution. When making statements containing political opinions,

the employees must ensure that no reference to their employment with the University is made.

(4) Employees are obliged to:

a) perform their job duties in accordance with the rules applicable to them in their employment, the professional rules generally accepted in their field of work and the instructions of the supervisor.

b) participate in the performance of tasks related to grant projects as part of their job duties, in accordance with their qualifications and specialisations.

c) be present in a state fit for work at the place and time required and spend their working time at work or be available to the employer for work during that time.

d) notify the DHRM within 8 days of the change, attaching the following documents:

i. a change in their name or address,

ii. the acquisition of a higher-level qualification, expertise, specialisation,

iii. the acquisition of an academic degree,

iv. the fact that they are considered to be retired, and

v. any data or facts that may affect their employment status.

(5) In matters not regulated herein, the Labour Code and the NHEAct shall prevail.

## CHAPTER II
## JOB DESCRIPTIONS

### 32. §

(1) The **job description** contains the employee's job duties and forms an integral part of the employment contract or any amendment thereto.

(2) The job description must be drawn up within the time limit laid down in the Labour Code in the following cases:

a) upon the establishment of an employment relationship,
b) in the event of an internal transfer,
c) upon a change of job position,
d) upon a change of duties,
e) upon the commencement of the replacement of another university employee.

(3) The **job description must include**

a) the employee's personal data and details relating to his or her organisational unit (name, employee master number, organisational unit, job rating),
b) the job title, its SCO code (Standard Classification of Occupations),
c) the description of the main and other activities related to the job, entitlements, responsibilities, and deputising arrangements,
d) in the case of project-related activities, the name and ID of the project, the employee’s project role, tasks, function, location within the project, the necessary qualifications, experience and skills related to the project tasks.

(4) An employee must, except in cases provided for by law, perform his or her job duties for which he or she is instructed by the supervisor. The job manager is responsible for the content of the job description and for issuing it within the time limits laid down by law.

(5) The job description must be prepared by the job manager in the HR-IT when a job is created or in the event of a change of position or organisational unit, and must be drawn up by the DHRM in 2 copies (3 copies in the case of involvement in a grant

project) and signed by the parties concerned. The employee's signature attests receipt of the job description.

(6) In relation to a **managerial position**, the supervisor must prepare a **job description supplement** within the time limit set out in the Labour Code, containing information only relating to the managerial position. Upon expiry of the managerial mandate, the managerial job description will cease to be valid.

(7) If the employee refuses to accept the job description, the refusal must be recorded on the copies of the job description, attested by two witnesses. The refusal to sign will not release the employee from the obligation to read it and to carry out his or her duties.

(8) A copy of the job description must be given to the employee by the DHRM and one copy is retained by the DHRM. In the case of employment on a project basis, a copy must be uploaded by the DHRM to a folder accessible for the Directorate for Economic Affairs and the Directorate of Development and Projects. The job description must be given to the employee in person if possible. If this is not possible, delivery by registered post will also be acceptable in accordance with the rules on delivery described in Section (2) of Article 24 of the Labour Code.

## CHAPTER III
## WORKING TIME AND REST PERIODS

### Working hours

### 33. §

(1) The University uses an electronic records management system (hereinafter referred to as the "**NEXON software**") to record working time, work schedules, rest periods and leaves of absence.

(2) The working hours for **full-time** employees at the University must be 8 hours per day and 40 hours per week.

(3) The employer and the employee may agree on shorter daily working hours than the full daily/weekly working hours (**part-time working hours**). The parties may agree on part-time working hours or modify the working hours by mutual agreement.

(4) Part-time employment must not be less than 2 hours per day and 10 hours per week.

(5) **Additional employment relationships** at the University may be established only in the form of a part-time employment relationship, if the employer of the employee to be hired has given his or her consent or permission in accordance with the law. The duration of part-time employment must be determined by the amount of work to be performed, however, it must not exceed 6 hours per day and 30 hours per week even in exceptional cases. An employee who has a full-time employment contract with another employer is not considered full-time at the University, as a result, his or her employment at the University may take place only on a part-time basis. In exceptional and justified cases, temporary derogations may be granted with the agreement of the Rector or the Chancellor.

(6) In workplaces and jobs involving risks to health (e.g. radiation hazards) or in highly dangerous workplaces and jobs, employees may perform dangerous or harmful activities for a maximum of 6 hours per day.

(7) The **daily working time** must normally be 8 hours, however (subject to the provisions of Article 29) it must not exceed 12 hours.

(8) If required by the University's duties, including events organised at the University, superiors may order extraordinary overtime for a specific group or for all employees.

(9) Employees are required to keep an attendance sheet in the NEXON software and request leaves of absence through the software. The supervisor is obliged to check the **attendance sheet** signed by the employee and approve it electronically.

(10) Employees employed **in an unrestricted work schedule** do not need to register daily working hours, however, they must observe the provisions of Section (9) in all other cases; furthermore, remote work must be indicated on the attendance sheet on the basis of the agreement on remote working concluded with the employer.

(11) The performance of duties under a service contract is not part of the working time.

(12) Employees are expected not to use working time for personal matters without permission and not to use University facilities, equipment, or resources for such activities.

## Rules for the regulation of working time

### 34. §

(1) The rules for working time regulation (work schedule) are determined by the employer.

(2) Employees may be employed at the University in the following working arrangements:

a) general

b) working time banking system

i. flexible

ii. single shift

iii. multiple shifts

iv. uninterrupted

v. seasonal

vi. uneven distribution of working hours

c) unrestricted

(3) As a general rule, the employer must determine the allocation of the hours to be worked by the employees on each day. Non-managerial employees in miscellaneous positions must be employed in a general work schedule. Where the activities of the organisational unit or the performance of the employee's duties so requires, the employer may decide to allow a different working time pattern, with the possibility of using a working time banking system.

(4) Lecturers, researchers, teachers and departmental engineers as well as those in managerial positions, must be employed in an unrestricted work schedule. The primary employer may, in exceptional cases, permit non-managerial employees in miscellaneous positions to work in an unrestricted work schedule.

(5) The work schedule of University employees is determined on the basis of the “letters of appointment” created in the HR-IT. The work schedule of non-managerial

employees in miscellaneous positions may be changed no more than once every two months.

(6) **In a general work schedule,** unless otherwise provided for in the Collective Agreement in force or in this regulation, working hours must be scheduled for five consecutive days a week (Monday to Friday).

| Working days | Working hours |
|---|---|
| Monday to Thursday: | 07:30 – 16:00 |
| Friday: | 07:00 – 13:00 |

(7) If the performance of duties so requires, the starting and finishing times of the working day may be different from those laid down in the general work schedule, with the permission of the head of the organisational unit, provided that the daily working time base remains unchanged. However, on Fridays, the closing time specified in paragraph (6) must always be adhered to.

(8) If needed for the performance of duties, the employer may use a working time banking system to determine the working days and rest days of non-managerial employees in miscellaneous positions differently from the general work schedule, and may also allocate working hours differently, i.e. unequally, to each working day. In such a case, the daily working time may not be less than four hours or more than twelve hours, except in the case of those employed partly or fully in on-call positions.

(9) Working time must be allocated in such a way that

a) it will not endanger the health and safety of the employees or impose a disproportionate burden in view of their personal and family circumstances,
b) multi-shift work schedules must be changed periodically.

(10) The supervisor must inform the employees of their work schedule electronically through the NEXON software. The work schedule must be determined for at least one week and communicated at least seven days in advance. In the absence of such notification, the last work schedule will prevail.

(11) Based on the employer's decision, it is possible to impose a **flexible work schedule** in a monthly working time banking system.

a) The justification for the imposition of a flexible work schedule must be indicated in the letter of appointment.

b) Employees must be present at their workplace (core hours) and work there at all times during the time period specified by the employer in this regulation. The start and end of working time is freely defined in flexi hours.

c) Despite the 'flexibility' allowed, there is an obligation to record working time in the NEXON software and pay remuneration for extraordinary overtime. Extraordinary overtime is remunerated on the basis of the completed attendance sheets in accordance with the rules of the Labour Code.

d) If the 'monthly working time balance' of an employee working in a flexible work schedule shows a working time 'deficit' at the end of at least two consecutive working time banking periods for the respective months (i.e. the number of working hours defined for the employee for the month in his or her employment contract is higher than the number of hours actually worked according to the attendance sheet of the given month), the supervisor is obliged to review the working time applicable to the employee.

e) An employee working in a flexible work schedule must be present and work at the place of work designated in the employment contract during the core hours specified in the chart below. Employee must schedule their working time in their flexi hours in agreement with the supervisor.

| Working days | Core hours | Flexi hours |
|---|---|---|
| Monday to Thursday: | 09: 00 – 15:00 | 06:00 – 09:00 and 15: 00 – 20:00 |

| | | |
|---|---|---|
| Friday: | 09:00 – 13:00 | 06:00 – 09:00 |

(12) In order to carry out the tasks of the organisational unit, the employees of the organisational unit may be employed **in a three-monthly or six-monthly working time banking period**

a) in a single-shift work schedule, where the activities of the organisational unit do not exceed 80 hours per week (e.g. library readers' service section)

b) in a multi-shift work schedule, if the activities of the organisational unit reach 80 hours per week

c) in an uninterrupted work schedule, if the activities of the organisational unit require the continuous supply of employees (e.g. reception services)

d) in the case of seasonal tasks (e.g., heating personnel)

(13) The working hours of the employees of the University Library and Knowledge Centre of the University of Pannonia, Veszprém at the readers' service section:

| | Monday-Thursday | Friday |
|---|---|---|
| morning work schedule | 07:30-16:00 | 07:00-13:00 |
| afternoon work schedule | 10:30-19:00 | - |

(14) The working hours of the librarian on duty at the readers' service section in the library of the University Centre of the University of Pannonia in Zalaegerszeg during the contact teaching days of the academic term:

| | Monday-Thursday | Friday |
|---|---|---|
| ZEK 1. work schedule | 07:30-16:00 | 07:00-13:00 |
| ZEK 2. work schedule | 08:30-17:00 | - |

(15) The working hours of the librarian on duty at the reader's service section in the library of the University of Pannonia Nagykanizsa – University Center for Circular Economy during the contact teaching days of the academix term:

| | Monday-Wednesday | Thursday | Friday |
|---|---|---|---|
| PEN 1. work schedule | 07:30-17:00 | 07:30-14:30 | 07:00-13:00 |

(16) The employer may decide to provide for the possibility of split working hours for non-managerial employees in miscellaneous positions, using a general work schedule and a working time banking system, provided that the employee agrees.

a) The employer decides on the specific work schedule.
b) Split working hours must be agreed on in an employment contract or in an amendment thereto.
c) By agreement of the parties, the employer may divide the daily working time into a maximum of two parts (split daily working time).
d) A minimum of two hours of rest must be ensured between scheduled daily working hours. The daily rest period must be at least eight hours.
e) Termination of the agreement may be effected by amending the employment contract, which requires a mutual and unanimous declaration of intent by both parties. In the absence of such unilateral agreement, and if the parties do not agree in advance, unilateral termination may only be effected by termination of the employment relationship.

(17) In the case of an **unrestricted work schedule**, the employer will delegate the right to schedule working hours at the place of work to the employee. The right to schedule working hours is not the same as the right to choose the place of work.

a) Accordingly, the employee will allocate his or her working time himself or herself, except for time- and place-specific tasks, taking the provisions of individual employment contracts into account.
b) Employees, upon the instructions of their supervisor, are obliged to be present for work at a given time and place, even if this obligation is not specifically mentioned in their employment contract. Thus, even in the case of an

unrestricted work schedule, the employee is obliged to attend a meeting agreed in advance and to perform tasks which can only be performed at a specific time or in a specific period.

c) An employee who works in an unrestricted work schedule is not entitled to compensation for extraordinary overtime or premium for work on Sundays and public holidays.

(18) If an employee fails to appear for work, he or she must inform his or her supervisor in advance or immediately after the reasons for his or her absence have ceased to exist, of the reason for and the expected duration of the absence. The absence must be reported by the employee or, if he or she is prevented from doing so, by the supervisor, via the NEXON software on the day the absence commences.

(19) If an employee fails to provide proof of absence from work, the DHRM will request him or her in writing to provide proof. If the absence is not justified thereafter, the employee will not be entitled to any remuneration for the period of unjustified absence. If the unjustified absence amounts to three working days or two occasions, the employer is entitled to terminate the employee's employment with immediate effect.

(20) An employee who works in a **fixed work schedule** may be ordered in writing in advance to work beyond his working hours only by the supervisor. The provisions of the Labour Code and the Collective Agreement apply in the case of **extraordinary overtime**. The employee must be given at least 24 hours' notice of the order to do extraordinary overtime.

(21) The imposition of extraordinary overtime is not limited when its purpose is to prevent or avert an accident, natural disaster, serious damage or imminent and serious danger to health or the environment.

(22) In addition to direct damage to property, such a case includes situations in which the failure to carry out an educational (training, specialised training), research or advisory, administrative or economic task would cause the University material or moral damage. In such a case, the supervisor who is authorised to order

extraordinary overtime must, if possible before ordering the overtime, or, if not, within 24 hours after the performance of the duties, record in writing the reason for the extraordinary overtime, documenting separately the damage which the extraordinary overtime is intended to or had to prevent.

(23) Employees are entitled to a **salary allowance** and/or time off for extraordinary overtime performed in excess of the daily working hours specified in the work schedule. The time off must be granted by the end of the month following the month in which the work was performed. Overtime worked on rest days and public holidays is subject to the provisions of the Labour Code.

(24) An employee may be required to be on call outside the daily working hours specified in his or her work schedule. In the case of **on-call duty and standby duty**, the provisions of the Labour Code shall apply.

## Rules on the work schedule of lecturers, researchers and teachers

### 35. §

(1) Lecturers must, from their total weekly working time

a) devote at least eight hours per week in the case of university professors and college professors, at least ten hours in the case of associate professors and at least twelve hours in the case of senior lecturers, assistant lecturers and master teachers to hold lectures, seminars, practical sessions and consultations (hereinafter referred to as "teaching time") with the aim of preparing students, averaged over two consecutive academic semesters.

b) devote at least twenty per cent of the time to carry out scientific research.

c) during working hours not related to teaching and research, perform, as a part of their duties, all the tasks related to the operation of the University and requiring their teaching expertise, in accordance with the instructions of the entity exercising the employer's rights.

(2) Employees in a researcher position must devote eighty per cent of their full working time to the academic activities of the higher education institution and participate in teaching-related activities as part of their job duties. In the remainder of their working time, they must perform, as part of their job duties, all the tasks related to the operation of the higher education institution and requiring the researcher's expertise, as instructed by the employer.

(3) Employees in a teacher position must devote at least 20 hours of their total weekly working time – averaged over two academic semesters – to hold lectures, seminars, practical sessions and consultations with the aim of preparing students, on the average of two consecutive academic semesters. In the remainder of their working time, they must perform, as part of their job duties, all the tasks related to the operation of the higher education institution and requiring the teacher's expertise.

(4) Education-related and scientific research duties may be performed in the same job, in which case the employment contract (amendment to the employment contract) must specify the proportion of working time – full or part – to be devoted to each

teaching and scientific research duty. The employment in the (original) post may not be less than 50% of the total working time.

(5) The head of the organisational unit determines the working hours of the lecturers and the way in which their work is supervised, taking the requirements of teaching, educational and research activities into account.

(6) The following table summarizes the teaching load rules detailed in this Section:

| Job title | mandatory minimum number of teaching hours (full time, hour/week) | the maximum number of teaching hours (full time, hour/week) | mandatory minimum number of teaching hours in case of 50-50% work-time sharing (see paragraph (4), full time, hour/week) |
|---|---|---|---|
| university professor | 8 hours | 10 hours | 4 hours |
| university associate professor | 10 hours | 12 hours | 5 hours |
| senior lecturer | 12 hours | 14 hours | 6 hours |
| assistant lecturer | 12 hours | 14 hours | 6 hours |
| master teacher | 12 hours | 14 hours | 6 hours |
| language teacher | 20 hours | 22 hours | 10 hours |
| teacher of physical education | 20 hours | 22 hours | 10 hours |
| researcher positions | 0 hour | N/A | N/A |

## Compulsory teaching hours and provisions for lecturers and teachers

### 36. §

(1) The following can be counted as consultancy: 2 hours per student per week, maximum 4 hours per week for PhD thesis supervision; half an hour per student per week, maximum 2 hours per week for bachelor's and master's thesis consultancy; half an hour per student per week, maximum 1 hour per week for Students' Research Societies thesis consultancy (a student with a given thesis can only count for a maximum of two semesters – the semester of the Conference of Students' Research Societies and the semester before).

(2) The number of hours accounted for supervision (of bachelor's or master's theses or dissertation, as well as PhD supervision) must be proportionate to the number of supervisors.

(3) In duly justified cases, the supervisor may, in a letter of appointment, initiate an increase in the maximum of the time spent on teaching by 40% or a reduction in the minimum of the time spent on teaching by 25% for those employed in teaching positions. The continuous period of reduction or increase may not exceed two semesters.

(4) **Lecturers with management responsibilities** will be partially exempted from completing the required teaching time as follows:

a) the Rector, the Vice Rector may be exempted from 80% of the teaching hours required for his or her lecturer position,
b) the Dean, the Director of the University Centre and the Campus Director may be exempted from 60% of the teaching hours required for their lecturer position,
c) the Vice Dean, Vice Director of the University Centre, the head of the comprehensive organisational unit in the academic area, and employees employed in a lecturer position in addition to a managerial position within the Chancellor's organisation may be exempted from 50% of the teaching hours required for their lecturer position.

The use of the exemption is not compulsory, and exemptions cannot be combined in the case of several managerial posts. The exemption must be initiated by means of a letter of appointment.

(5) The **Chairperson of the Works Council** may be exempted from 50% of the teaching hours required for his or her lecturer position. The exemption must be initiated by a letter of appointment.

(6) In the case of employees in a **teacher position**, the supervisor may initiate an increase of up to 15% in the maximum teaching time, as well as a decrease in the minimum teaching time, in a letter of appointment, subject to the condition that the teaching time per teacher in the case of those employed in a teacher position at the institution may not be less than 18 hours per week, averaged over two academic semesters. The continuous period of such reduction or increase may not exceed 2 semesters.

(7) In the case of a part-time lecturer or teacher, the teaching time, its distribution and its increase or decrease must be determined in proportion to the time spent in employment.

## Rules for working from home

### 37. §

(1) The employer will provide the possibility of **working from home** in order to ensure efficient operation.

(2) When the applied form of employment is working from home,

a) the employer temporarily transfers the right to choose the place of work to the employee, which is put down in an agreement between the employer and the employee,

b) the place of remote work must be a valid domicile or habitual place of residence indicated on the employee's address card, and the address chosen must be specified in the agreement (deviations from this are only possible in justified cases, subject to prior notification),

c) the employee carries out his or her job duties at a place separate from the employer's registered office or premises, using computer equipment, and transmits the results of his or her work to his or her supervisor by electronic means,
d) the employee must be available according to the work schedule applicable to him or her and, in justified cases, must be available to be called by his or her supervisor to his or her place of work at any time (subject to prior notification),
e) remote work may be authorised and maintained only for employees who are fit and able to work, as they are subject to availability requirements.

(3) Remote work may take place if the employee and the employer agree in writing and if the personal and material conditions necessary for the work are provided. An agreement on working from home may be concluded if
a) the employee has the IT and material resources at home that are required for employment and are in line with the necessary academic and legal environment,
b) the employee has a suitable internet connection at home,
c) the employee has received training on occupational safety and fire prevention, IT security and working from home.

(4) The agreement on working from home must be initiated as follows:
a) the employee must submit a written request (accompanied by the necessary supporting documents proving that the conditions for employment in the specified property are provided), indicating the following:
    i. the address of the residential property serving as the place for working from home,
    ii. the planned start date of the agreement on working from home,
    iii. if the employee has the necessary computer equipment for the job, with an appropriate internet connection,
b) on the request, the supervisor must indicate in writing whether he or she supports the application,
c) the request must be forwarded to the Head of the Department of Facility Management and Security who, if approved, must forward the request to the Head of the Directorate of Information Technology,

d) the Directorate of Information Technology forwards the request to the Head of the DHRM,
e) the request must be received by the DHRM at least 10 working days before the planned start date specified in the agreement, and the DHRM will notify the head of the organisational unit of the approval of the request on working from home by the partner units,
f) the head of organisational unit initiates the request in a letter of appointment for approval by the employer and agreement by the Chancellor,
g) the DHRM prepares the agreement on the basis of the valid letter of appointment,
h) which is then signed by the employer and the employee.

(5) An agreement on working from home is for **an indefinite period**.
a) Under the authorised agreement, the employee has an obligation to notify his or her supervisor before each scheduled home working day.
b) Working from home is only possible with the prior permission of the supervisor.
c) The amount of remote work may not exceed 10 working days per month,
d) Home working days must be requested by the employee in the NEXON software and approved by the supervisor.

(6) If the employee works from home, he or she must meet the following **requirements**:
a) the use of computer equipment authorised or provided by the employer, which complies with the university regulations and legal provisions in force,
b) the computer equipment and software necessary for the work must be provided by the employer and/or the employee, while access to the internet must be provided and the related costs must be borne by the employee,
c) the room used for the work must be suitable for work,
d) the employee must declare in the agreement that he or she has the necessary conditions for working from home, that his or her home and place of residence are suitable for the duties in question in terms of the general requirements specified for a workplace (photographs proving compliance with these conditions must be enclosed with the request),

e) healthy and safe working conditions, as defined in the relevant legislation and university regulations, must be ensured in the residential property or the room used for work,
f) an agreement on working from home may be signed and performed only if all the conditions for working from home are met and this fact has been checked by the employer.

(7) When working from home, the employee
a) must fully comply with his or her obligations arising from the employment relationship and the employment contract, including the requirement to be fit for work and to cooperate closely and maintain contact with the employer,
b) must immediately report to his or her supervisor any material change in the circumstances of employment,
c) may operate and use the information technology systems provided by the employer for his or her work during working hours, and he or she must use these systems for the intended purpose and in compliance with safety rules,
d) must be liable for any loss of and damage to the assets duly delivered and received,
e) (or, if unable to do so, his or her relative) must report any injury incurred by the employee to the supervisor as soon as possible.

(8) When working from home, the employee's supervisor
a) determines the control procedure to be used to monitor the performance of the employee and to follow up the effective completion of tasks,
b) must take steps to terminate remote work if the control procedure shows that the quality of the employee's work is significantly below the expected standard.

(9) Employment in remote work may be terminated by either party. The employee may request the termination of remote work without having to give reasons (obligation to send prior notice). An employer may unilaterally terminate remote work if
a) it is not justified by the economic interest of the employer (any longer),
b) the employee does not achieve the level of performance reasonably expected of him or her,

c) the employee was not available to the employer or to his or her colleagues involved in the work during the period he or she was obliged to perform work,
d) the employee fails to comply with the obligation to provide information,
e) circumstances arise in the employer's operations that require the employee's personal presence,
f) the employee engages in conduct which makes it impossible for him or her to work from home,
g) in other justified cases.

(10) Termination of the agreement on working from home must be initiated **in a letter of appointment** which is to be submitted to the DHRM **via the HR-IT system**. The termination document will be prepared by the DHRM on the basis of the request. In the event of the termination of remote work, the employee must return the equipment provided to him or her by the employer upon return to his or her primary place of work during working hours.

(11) In matters not covered herein, the rules applicable to the employee's primary place of work apply in accordance with the relevant legislation, the ERS, other university regulations and instructions and the employee’s employment contract.

## REST PERIODS

### Rest breaks at work

38. §

(1) An employee must be granted a twenty-minute rest break if the scheduled daily working time or the unscheduled extraordinary working time exceeds six hours, and if it exceeds nine hours, an additional twenty-five-minute rest break must be provided.

(2) Rest breaks at work are part of the working time as agreed in the Collective Agreement.

### Daily rest periods

39. §

(1) Employees must be granted a continuous rest period of at least 11 hours (daily rest period) between the end of a day's work and the beginning of the next day's work.

(2) A rest period of at least 8 hours must be provided between the end of a day's work and the beginning of the next day’s work in the case of work schedules specified in Section (2) of Article 104 of the Labour Code.

### Weekly rest day

40. §

(1) An employee is entitled to two rest days per week.

(2) If the employee works on a Saturday, the weekly rest day must be granted on Monday. The parties may, at the employee's request, agree to a different date for the weekly rest day.

(3) The employee shall be entitled to the daily rest period and the weekly rest day separately and under separate legal title. The daily rest period shall be granted prior to the weekly rest day.

## Basic and additional leave

### 41. §

(1) The amount of the basic and additional leave to which employees are entitled is determined by Articles 116 to 120 of the Labour Code and the Collective Agreement of the University of Pannonia.

## Granting leave

### 42. §

(1) Each faculty, comprehensive organisational unit and organisational unit must prepare an annual leave plan. Individual leave plans must be recorded in the Nexon system by 31st March of the given year, following approval by the supervisor.

(2) Leave must be granted by the employer in accordance with the provisions of Articles 122 to 125 of the Labour Code and the Collective Agreement in force, and the employee must take the leave and document it in the NEXON software. As a general rule, leave must be granted in the year in which it is due. The **leave is granted by the employer** after prior consultation with the employee. The head of the organisational unit is responsible for granting the annual leave allocated to the employee. The **employer** must grant **seven days of leave per year**, except during the first three months of employment, in no more than two parts, at the time requested by the employee. Leave may be granted in more than two parts only at the employee's request. Unless otherwise agreed, leave must be granted in such a way that the employee is released from his or her obligation to work and be available for work for at least fourteen consecutive days once in each calendar year. In this respect, in addition to the days granted as leave, weekly rest days, public holidays and days off provided for unequally allocated working hours can be taken into account.

(3) The date on which the leave is to be granted must be notified to the employee not later than **15 days before the beginning of the leave**. The employer may change the date only in particularly justified cases and must compensate the employee for any loss or expense incurred in connection with this.

(4) If the employee does not exercise the right provided by law and fails to prepare their annual leave plan by the specified deadline, the supervisor must designate the employee's leave. The designated leave period must be communicated to the employee no later than 15 days before the start of the leave.

(5) When granting leave, the working days according to the work schedule (working hours) must be taken into account.

(6) The employer may interrupt leave already taken by an employee for exceptional reasons of major importance. In such a case, the time spent travelling from the place where the holiday was spent to the place of work or the time spent returning to work at work will not be counted as leave. The employer must compensate the employee for any loss or expense incurred in connection with the interruption.

(7) Leave **must be granted in the year in which it is due**. Where, for reasons attributable to the employee, leave could not be granted as provided for in Section (2), it must be granted immediately after the reason ceases to exist. Leave must be deemed to have been granted in the year in which it falls due if it starts in the year in which it falls due and the rest of the leave granted in the following year does not exceed five working days.

(8) On termination of employment, if the employer has not granted the leave on a pro rata basis, it must be cashed out. The leave may not be cashed out in any other cases.

(9) Lecturers and teachers must be granted at least 2/3 of their leave during a non-teaching period. Non-teaching periods include the spring break, the summer break, the autumn break and specifically ordered non-teaching periods.

*The forms related to this chapter are available on the DHRM's website:*

- *Employee Request for Working from Home and its Annexes,*
- *Privacy Note,*
- *Information on the rules of working from home,*
- *Safety instructions for working from home.*

# CHAPTER IV
# PERFORMANCE ASSESSMENT AND CAREER MANAGEMENT

## Performance measurement and assessment system

## The purpose and basis for operating the performance measurement and assessment system

### 43. §

(1) To an increasing extent, the University's funding will be based on the continuous provision of added quality, and therefore the primary objective of the system is to create an **objective basis for employee performance incentives**.

(2) The basis for **performance management** is defined by the indicators set out in the University's Public Task Financing Agreement, which are in line with the University's key strategic objectives, and from which the targets for the given faculty, comprehensive organisational unit, organisational unit and employee are specified. It is important that individual goals and the strategic aspirations of the University are at all times aligned to achieve mutual success.

(3) The performance objectives and the amount of payment dependent on performance for the **Rector and the Chancellor**, as well as the process for achieving the objectives, are determined by the Board of Trustees of the Foundation for the University of Pannonia. The resolution regarding this decision has to be sent to the head of the DHRM.

(4) The performance of the employee must be assessed in relation to the individual contribution to the achievement of strategic and annual objectives at university, faculty, comprehensive organisational unit or organisational unit level.

(5) Performance targets are set and performance is evaluated through an electronic performance assessment system (hereinafter referred to as "**PETER**").

## Setting performance targets

### 44. §

(1) Performance targets **must be set for a calendar year**.

(2) The Rector must set the objectives for the faculty/comprehensive organisational unit/organisational unit managing the setting of individual performance targets for the academic area and the Chancellor for the Chancellor's organisation **by the last day of February of the year in question** at the latest.

(3) The Dean and the head of the comprehensive organisational unit must set the objectives for the organisational units under their control, which will guide the setting of individual performance targets, **by 15th March of the year under review** at the latest.

(4) In the case of Vice Rectors, Vice Chancellors, Vice Deans, Vice Directors of University Centres, Vice Directors of Teacher Training Centres, Deputy Directors, Deputy Heads of Departments, organisational unit objectives do not make sense. For them, individual objectives must be set according to their job function, which must be in line with the objectives at organisational unit level.

(5) The **employee's performance targets** must be set by the supervisor, in consultation with the employee and taking the targets set out in Sections (2) and (3) into account, **by 31st March of the year in question** at the latest.

(6) Performance targets must be set for employees who work 20 hours per week or more.

(7) In the case of employees who are 100% employed on a project basis, **with a fixed-term contract**, the supervisor must decide whether there is a possibility of setting objectives for the job in question.

(8) In the case of employees who enter into a legal relationship during the year, return from a period of long-term leave of absence, change positions, or whose primary place of work changes or whose are assigned a managerial position / whose managerial positions terminates, in the first month following the date of their employment, return, change of positions, or assignment/termination of their managerial position, the relevant supervisor may, for the remainder of the year, proceed as follows, provided that the **change takes place after 31st March of the year in question and there are at least six months left in the year**:

a) does not set new targets,
b) does not set new targets and does not pursue its previous targets,
c) pursues previously agreed objectives; or
d) sets new targets.

(9) If the change occurs when **less than 3 months of the year are left**, the targets cannot be changed.

(10) As a general rule, when a target is set, a clear **measurement indicator** must be assigned to it. The source of the data or information measuring the achievement of the indicator is included in the PETER. The DHRM is responsible for the coordination of the performance measurement and assessment system.

(11) **For each non-managerial position there is a so-called entry level assessment** (see Article 48), which contains the minimum requirements to be fulfilled for the position. The assessment questionnaire for employees in miscellaneous positions is included in Annex 3.

The minimum performance expectations for employees in lecturer, researcher and teacher positions are set out in Annex 6/a. **In addition:**

a) For **lecturers, researchers and teachers**, 5 competency objectives and 4 indicators must be selected and set for the employee, with a non-zero target value.

b) One indicator may also be a SMART objective, the target value of which may be zero.

c) For employees in **miscellaneous positions**, 5 competency targets must be set, in addition,

i) or (where appropriate for the position) assessment by other organisational units must be requested, where a specific questionnaire available in the PETER must be completed. The assessing organisation units will be assigned by the supervisor of the employee being assessed. The person(s) invited by the head of the assessing organisational unit must complete the assessment in the PETER within one week following the distribution of the questionnaires.

ii) or the supervisor sets 3 SMART objectives for the position, based on the job function. The job-related objectives must be specific, measurable, achievable, relevant and time-bound. The objectives may be aimed at improvements or at eliminating defects. It is possible to replace 1 SMART objective by requesting an assessment by another organisational unit, using a specific questionnaire available in the PETER system.

d) The manager who exercises the right to give instructions over the supervisor (hereinafter referred to as "**superior**") may decide, when monitoring the objective, whether the setting of a SMART target is mandatory or redundant for the job.

e) In the case of an employee **in a split position**, and in the case of a manager with more than one **managerial position**, the Rector and/or the Chancellor will determine in December preceding the year under review, before the targets are set, which supervisor will assign the performance targets for the position/managerial position in the employee's split position or managerial position. The performance targets are agreed by the supervisors concerned prior to their assignment.

(12) In the case of a manager who is not the head of the organisational unit in which his or her primary place of work is located, the superior must designate the objectives for teachers and researchers, in consultation with the other supervisor.

(13) The objectives assigned to the employee by the supervisor must be sent for approval in the PETER to the relevant superior, who must decide within 5 days on the assessment of the objectives assigned to the employee. If approved, they will be sent to the employee for **acknowledgement**. Acknowledgement must take place within 4 working days after the date of dispatch. If the superior does not agree with the objectives set, he or she must request the supervisor to provide supporting

documents and data for the examination of the contested objectives. If, after examining the supporting documents and data, the superior considers it necessary to modify the objectives set, he or she must instruct the supervisor to modify them as superior sees fit within 4 working days.

(14) The employee's performance in the current year must be reviewed by the supervisor not earlier than 3 months and not later than 6 months after the target date and must send feedback to the employee to give him or her the opportunity to correct the achievement of the targets. The feedback must be recorded in the PETER system by means of an assessment text.

## Evaluation of the achievement of performance targets

### 45. §

(1) The fulfilment/achievement of employee performance targets will be assessed by the supervisor as follows:

| job title/position | targets | number of indicators | evaluation of the achievement of objectives |
|---|---|---|---|
| lecturer / researcher / teacher | Performance assessment of the tasks associated with the basic position is carried out in accordance with the provisions of Annex 6/a. | 1 | target met: yes/no |
| | optional indicators (Annex 3) | 4 | target met: yes/no |
| | competency (Annex 3) | 5 | 5-grade scale |
| miscellaneous positions where a SMART target can be set | Performance assessment of the tasks associated with the basic position (Annex 3) | 1 | based on the results of the questionnaire |
| | SMART targets (if the position allows, a SMART target can be replaced by an assessment by another organisational unit) | 3 | target met: yes/no |
| | general competencies (Annex 3) | 5 | based on a 5-grade scale |
| miscellaneous positions where a SMART target cannot be set | Performance assessment of the tasks associated with the basic position (Annex 3) | 1 | based on the results of the questionnaire |
| | assessment by another organisational unit | 3-5 assessments may be requested | based on the results of the questionnaire |

| job title/position | targets | number of indicators | evaluation of the achievement of objectives |
|---|---|---|---|
| | general competencies (Annex 3) | 5 | based on a 5-grade scale |
| managers with basic duties as lecturers, researchers or teachers | target assigned to the faculty/comprehensive organisational unit/organisational unit | 3 | target met: yes/no |
| | leadership competency (Annex 3) | 5 | 5-grade scale |
| managers with other basic duties | targets assigned to a comprehensive organisational unit/organisational unit | 3 | target met: yes/no |
| | leadership competencies (Annex 3) | 5 | based on a 5-grade scale |

(2) Description of the grades on the 5-grade scale for the assessment of the competency objectives:

| Grades of the 5-grade scale | Meaning |
|---|---|
| * | Does not have the required knowledge or competency, needs to be developed |
| ** | Has some knowledge or competency, however, it is not his or her strength, does not use it consciously |
| *** | Has the given knowledge and competency and uses it consciously and with varying results in his or her work |
| **** | Uses the given knowledge and competency consciously, reliably and with good results in his or her work |
| ***** | An effective, recognised and conscious user of the given knowledge and competency, has the ability to teach the skill |

(3) Taking achievement of the objectives set into account, the supervisor will assess the employee's overall annual performance, both in text and on a five-grade scale. Description of the grades of the five-grade scale:

| Grade | Meaning |
|---|---|
| * | Unacceptable work performance, inappropriate attitude |
| ** | Low level of work performance, attitude to be improved |
| *** | Carries out his or her tasks in good quality and with a good attitude |
| **** | Work output, performance and motivation are all above average |
| ***** | Excellent, exemplary work and attitude and extra performance |

## The performance assessment process

### 46. §

(1) The employee reports the fulfilment of indicators and his or her actual performance against the targets in a **self-assessment**, depending on the fulfilment of the targets, not earlier than the third month following the target setting, and not later than **31st January** of the year following the year under review.

(2) The supervisor and the employee **jointly review** the achievement of the performance targets and the supporting data and information, and agree on the output planned and actually achieved and the reasons for any discrepancies between them, no later than 15th February of the year following the year in question.

(3) The supervisor **assesses the achievement of the performance targets** one-by-one and then overall **by the last day of February of the year following the year under review** at the latest. The assessment conducted by the supervisor is sent via the PETER to the relevant superior for approval, who must decide on the acceptance of the supervisor's assessment within five days.

(4) The superior may request the **documents supporting the assessment** and, after reviewing them, may initiate a review of the assessment no later than 15th March. The review is carried out jointly by the superior and the supervisor, with a final deadline of 31st March.

(5) In the case of a change of position or change of primary place of work, or the establishment/termination of a managerial position, the employee's self-assessment and the managerial assessment for the period preceding the change must be completed by the end of the month following the change, provided the employee has **at least 6 months of assessible time**.

(6) In the case of an employee who **terminates his or her employment** during the year, performance for the year in question will not be assessed.

## Remedies relating to setting and assessing performance targets

### 47. §

(1) If the employee disputes the performance targets set or the result of the assessment of the achievement of the targets, he or she may initiate a discussion with the superior by **submitting a reasoned complaint in the PETER** within 4 working days of the managerial target setting/assessment.

(2) The superior evaluates the complaints received within 5 working days, in each case by interviewing the employee separately and then the manager who set/assessed the target in connection with the complaint. The superior must request the supervisor to forward the documents and data supporting the contested targets/assessment for the investigation. The superior must decide within 5 working days of receipt of the complaint whether to uphold the employee's objections on the basis of what was said during the discussion and after examining the supporting documents and data. If the superior upholds the complaint, he or she will instruct the supervisor of the organisational unit to make specific changes to the assigned targets/performance assessment results within 4 working days. If the superior rejects the complaint, the targets/performance assessment will be returned to the employee unchanged. Then the only option available for the employee is to acknowledge it.

## Calculation of the overall result of the performance assessment

48. §

(1) Calculation of the overall result of the performance assessment:

| job title/position | targets | number of indicators | value of the performance assessment result |
|---|---|---|---|
| lecturer / researcher / teacher | Performance assessment of the tasks associated with the basic position, based on Annex 6/a | 1 | 49%, if the evaluation result reaches 100% |
| | indicators that can be chosen (Annex 3) | 4 | 9% per indicator, totaling 36% |
| | Competencies (Annex 3) | 5 | 3% per competency, totaling 15% |
| miscellaneous positions where a SMART target can be set | Performance assessment of the tasks associated with the basic position through questionnaire-based assessment | 1 | 49%, if the evaluation result reaches 100% |
| | SMART objective (if the job position allows, an assessment by another organisational unit may be used instead of a SMART objective) | 3 | 12% per SMART objective, totaling 36% For questionnaire-based evaluation, the 12% can be awarded only if the evaluation result reaches 85% |
| | General competencies (Annex 3) | 5 | 3% per competency, totaling 15% |
| miscellaneous positions where a SMART target cannot be set | Performance assessment of the tasks associated with the basic position through questionnaire-based assessment | 1 | 49%, if the evaluation result reaches 100% |

| job title/position | targets | number of indicators | value of the performance assessment result |
|---|---|---|---|
| | Assessment by another organisational unit | 3-5 assessments may be requested | 36%, if the evaluation result reaches 91% |
| | General competencies (Annex 3) | 5 | 3% per competency, totaling 15% |
| managers with basic duties as lecturers, researchers or teachers | targets set for the faculty/comprehensive organisational unit/organisational unit | 3 | 25% per organisational unit, totalling 75% |
| | Leadership competencies (Annex 3) | 5 | 5% per competency, totalling 25% |
| managers with other basic duties | targets set for the comprehensive organisational unit/organisational unit | 1-5 | 25% per organisational unit, totalling 75% |
| | Leadership competencies (Annex 3) | 5 | 5% per competency, totalling 25% |

(2) The **detailed rules for performance assessment** are set out in *Annex 3*.

## CHAPTER V

## TRAINING POLICY AND PERSONNEL DEVELOPMENT

### 49. §

(1) In view of ever-increasing requirements for quality, the University, within its own limits, supports the training, further training and retraining of the employees of the institution in order to develop its personnel.

(2) Participation in trainings may be ensured by the employer, at the request of the supervisor, if it does not jeopardise the proper functioning of the institution and facilitates better performance of the job in question or internal mobility.

(3) Employees joining the University are guided through an onboarding process by the employer, coordinated by the DHRM. During the onboarding process, the employer will provide mandatory initial training, the topics of which will be determined by the DHRM, taking the specificities of the job into account. All employees, irrespective of their position, must be familiar with the University's

a) Code of Ethics,
b) Policy on Equal Opportunities of the University of Pannonia,
c) Occupational Safety and Health Regulation,
d) Fire Safety Regulation,
e) Document Management Regulation.

(4) In addition to the items listed in paragraphs a) to e) of Section (3), employees employed in lecturer, researcher or teacher positions must also be informed of the University’s Student Requirement System.

(5) In addition, during the onboarding process, the DHRM staff member will keep in touch with the new employee, provide the new employee with a 'welcome pack' (see Definitions), and support the supervisor in the integration of the new employee (e.g.: explaining the job description). The DHRM operates a 'checkpoint' feedback system,

whereby, with the participation of the representative of the DHRM, the employee and the supervisor mutually assess each other.

a) after the first month,
b) and immediately before the end of the probationary period.

The DHRM processes the assessments created during the onboarding process on a continuous basis. The assessments are organized by the DHRM.

(6) Personnel development trainings can be **internal or external**, depending on the resources used (see Definitions). Types of trainings and personnel development, depending on the position and the training objective:

a) initial training (as part of the onboarding process),
b) leadership training,
c) skill development training,
d) vocational (further) training,
e) formal and non-formal education,
f) language training.

(7) The **quality management system** of the Directorate of Academic Affairs (hereinafter referred to as "DAA") must be followed for internal trainings provided by the University, in particular with regard to the University's reporting obligation (if the training is subject to reporting). The DAA must ensure reporting on the basis of the information provided by the organisational unit and the DHRM. Within its adult education activities, the institution

a) organises and implements, on the basis of a licence, vocational education and trainings for a partial qualification recognised by the State, vocational training for the acquisition of a vocational qualification, or education or training partly or wholly financed from public funds or from European Union funds.
b) provides training not covered by paragraph a), including internal training, language training, training courses, subject to a reporting obligation.

(8) During the **personnel development** process:

a) the training needs of the University's staff is surveyed (by 15th November of the year preceding the year in question);

b) the key competences of the employees or the skills gaps must be identified, based on existing competencies and those to be improved, as well as performance assessments; and, in the case of teachers and researchers, the measures needed to support career progression must be defined; and then the specific development methods (human resources strategy) must be determined;

c) the DHRM must, on the basis of the preliminary survey and the needs received from managers, prepare a training plan by 30th November of the year preceding the year in question, involving the managers and the DAA. The **training plan** must include:

   i. if external or internal training is needed,
   ii. title of the training,
   iii. skills and knowledge to be acquired,
   iv. name, job title, number of participants,
   v. planned date of the training (date, if organised during or outside working hours),
   vi. expected costs (HUF/person),
   vii. if external training is required, whether a tendering process is necessary for the selection of the service provider.

d) based on the training plan, the training budget for the fiscal year must be developed and priorities must be set;

e) the employees concerned must be informed of the timetable and the output requirements before the specific training courses are held;

f) the organisation and administration of the training is carried out by the DHRM on the basis of the training plan for the year in question and the report submitted by the supervisor on the need for the training (planned and unplanned training);

g) in the case of external training, the training is ordered by the Directorate of Legal Affairs and Procurement, in cooperation with the DHRM;

h) an attendance sheet must be kept for each training course held, as part of the training documentation prepared by the DAA, and signed by the person who delivered the training. The DAA will send a copy of the attendance sheets to the DHRM;

i) the DHRM keeps records of the training courses held and of the diplomas and certificates obtained by the employees during the training courses;
j) the DHRM carries out an employee satisfaction survey after the training courses have been completed for quality assurance purposes (analysis of the effectiveness of the training and recommendations for further training).

(9) The personnel development plan for the employees of the organisational unit must be prepared in line with the university strategy and must be maintained and updated during the annual performance assessment sessions. The planning for the employees of the organisational units must be coordinated by the head of the relevant comprehensive organisational unit on the basis of proposals from the supervisors.

(10) The employer must ensure the maintenance and improvement of the professional skills of its employees, where necessary, by providing paid time off and by reimbursing all or part of the expenses incurred.

(11) The employer may oblige the employees to attend **training courses held during working hours**.

## Study contract

### 50. §

(1) At the initiative of the employee or his or her supervisor (if the training is not compulsory for the given position but contributes to the more efficient performance of the job duties), the person or entity exercising employer's rights may conclude a **study contract** with the employee in order to meet his/her/its needs for professionals. The contract and its content shall be governed by the relevant provisions of the Labour Code and the Civil Code.

(2) In the contract, the employer undertakes to provide support during the studies and the employee undertakes to pursue the studies as agreed and, **after obtaining the**

qualification, will maintain his or her employment relationship with the employer (indicatively) for a term specified in the contract.

(3) The determination of the deadline for maintaining the employment relationship is made on a case-by-case basis, taking into account the cost of the training and the study time devoted to the training.

(4) The employee must notify his or her employer in advance if he or she intends to conclude a study contract with another employer.

(5) The study contract must be in writing.

(6) No study contract may be concluded with an employee employed for a fixed term or during a probationary period.

(7) The study contract must specify the form and amount of the support to be provided to the employee and the period of time for which the employee is obliged to remain in an employment relationship with the university after the training. This period may not exceed 5 years. Except for periods of incapacity for work not exceeding 30 days and unpaid leave not exceeding 30 days, the period of employment with the employer will not include periods of suspension of the employment (incapacity for work exceeding 30 days, childcare allowance, childcare fee and other unpaid leave exceeding 30 days, maternity leave).

(8) An employee participating in formal education – having student status with the educational institution – may be granted by the employer the time off necessary to pursue his or her studies. The amount of time off may be determined by the employer in accordance with the certificate issued by the educational institution verifying the duration of the compulsory study period and the practicum. The conditions for this will be laid down by the parties in the study contract.

(9) In addition, the employer may grant 4 working days off per examination, including the day of the examination, if the employee has to sit examinations in several subjects on the same examination day. An examination is the examination set by

the educational institution. Only 1 day-off allowance may be granted per academic semester for the same subject. The employer may grant 10 working days off for the preparation of the master's thesis – bachelor's thesis or coursework.

(10) The parties may specify remuneration for the period of leave of absence in the study contract. If this does not happen, no remuneration can be paid for the period of the working time allowance – with the exception of elementary school studies – in the case of participation in formal education.

(11) Time off may be granted by the employer at the employee's request.

(12) If the employee does not participate in formal education (e.g. a study course), he or she is entitled to working time allowance only if it is provided for by the rules on the employment relationship or if it is stipulated by the parties in the study contract.

(13) Unless otherwise agreed by the parties, no remuneration can be paid for the time off necessary for pursing the studies and participating in the trainings.

(14) In a study contract, the employer may, by agreement with the employee, assume to pay the following in the case of both formal and non-formal education:

a) the specified cost of the training,
b) the registration fee,
c) the examination fee,
d) the cost of course books and textbooks,
e) travel expenses,
f) accommodation costs.

The employee is obliged to consult the employer in advance about the choice of accommodation and pay attention to save costs. In the case of reimbursement of travel expenses, the costs incurred in using public transport are considered as eligible costs.

(15) The employer may, in addition to the mandatory provisions of the law, provide support to the employee in a form different from the ones these rules specify, provided that it is set forth in the study contract.

(16) If the employer fails to provide the support or commits any other material breach of contract, the employee must be discharged from his or her obligations under the contract and may claim damages, if any, arising from the breach of contract, up to the amount of the commitment contained in the study contract. If the employer terminates the study contract for economic reasons, the employer is obliged to pay the employee any unpaid support due up to the date of termination.

(17) The study contract must ensure that if the supportee continues or completes his or her studies with unsatisfactory results, fails to complete the specified period of study or commits any other material breach of contract, the employee must repay the support actually paid by the employer in one sum within 30 days. If the supportee fails to complete only part of the contractually agreed period, his or her obligation to repay will be pro-rated. Except in cases of force majeure, repayment of the allowance may not be remitted.

(18) The employer may agree, under the principle of equity, to the employee's repayment obligation being fulfilled in instalments on the basis of a written request, however, in such a case, the statutory interest rate in force must be charged.

(19) Any dispute arising in connection with a study contract, except for a contract for participation in full-time formal education, must be settled in accordance with the rules on the settlement of labour disputes.

(20) The study contract must be prepared by the DHRM on the basis of the data provided in the form of a written request by the head of the organisational unit concerned.

*The forms related to this chapter are available on the DHRM's website:*

- *Request for the Preparation of a Study Contract.*

# CHAPTER VI

# RULES ON THE CONFLICT OF INTEREST

## General rules

### 51. §

(1) Employees are obliged keep the **official and business secrets** of the University. Any additional employment relationship, other work-related legal relationship, relationship involving personal participation in an organisation, entrepreneurial activity or managerial position in another legal entity creates a conflict of interest, if

a) information that is the University's official or trade secret was used,

b) it threatens the market position or legitimate economic interest or operations of the University.

(2) In particular, knowledge acquired in the course of employment, professional or scientific output generated, intellectual property that may be subject to legal protection, know-how and any other confidential information must be regarded as an official or business secret. Furthermore, business secret is defined in the University's Regulation on the Management of Intellectual Property.

(3) The employee must inform the employer in writing of the establishment of any **additional employment relationship** 15 working days before the additional employment relationship is established or, in the case of a new entrant, before the employment relationship is established. The payroll manager must make his or her decision within 5 working days of receipt of the declaration by the DHRM. The payroll manager may decide to

a) prohibit the establishment of any additional employment relationship, or

b) order the employee to terminate the employment relationship within 30 days, or

c) allow the continuation of the relationship, with or without conditions.

(4) If the employee does not wish to terminate the additional legal relationship causing the conflict of interest, the employer may terminate the employment relationship

with the University, and may revoke the employee's appointment to a managerial position or membership of a body.

(5) The payroll manager must also act in accordance with Sections (3) and (4) if the conflict of interest situation is not brought to his or her attention by the employee but from another source. In such a case, he or she must take his or her decision within 15 working days of becoming aware of the situation and inform the employee in writing.

(6) The Employee must have the right to appeal against the decision of the payroll manager, which will be accepted or rejected by the primary employer, against which no further internal appeal may be initiated.

(7) Basically, there are two types of conflict of interest at the University:

a) economic conflict of interest (in connection with the establishment/maintenance of an additional legal relationship)
   i. in the event of a conflict of interest, the primary employer may, where justified, grant a waiver of the conflict of interest,
   ii. no waiver may be granted if the primary employer is involved,

b) conflict of interest between relatives (in the case of establishing/maintaining a hierarchical relationship between close relatives)
   i. no exemption from the conflict of interest rules for relatives can be granted, in which case, as a general rule, the scope of authority concerned (supervisor, payroll manager) is transferred one level higher,
   ii. in the event of the Rector or the Chancellor being involved, the authority must be vested in the Chancellor in the case of the Rector being involved, and in the Rector in the case of the Chancellor being involved.

(8) All relevant employees of the University are obliged to comply with the conflict of interest rules laid down in Section 15 (3) of Act IX of 2021. Any person facing a conflict of interest, or the risk or appearance thereof, must report it without delay prior to the decision-making process, and shall not participate in the preparation or making of the decision in the relevant matter.

## Conflict of interest rules for senior managers, executives and those authorised to make financial commitments

### 52. §

(1) The following create a **conflict of interest** with the employment or appointment to an managerial position of a senior manager, manager or employee authorised to enter into financial commitments:
   a) if he or she was in a direct management (supervisory), control or accountability relationship with a close relative (conflict of interest between relatives),
   b) if he or she holds a position as an executive officer or member of the supervisory board of another economic organisation with the same or similar activities as the employer or with which the employer has regular economic relations (economic conflict of interest).

(2) In the case of an appointment to a senior management or executive position, or a financial commitment, the employee must, within 15 working days, notify in writing if his or her **close relative** is a member of an economic organisation engaged in the same or similar economic activities as the employer, or of one with regular economic relations with the employer.

(3) Membership of the board of directors or supervisory board of an economic organisation does not create a conflict of interest with the appointment of a senior manager or a managerial position at the University, or with the authority to make financial commitments. The holders of senior management posts and their close relatives may not hold management posts in institutional companies established by the University or in which the University has a shareholding, may not be members of the supervisory board and may not perform auditing duties.

(4) The provisions of Act IX of 2021 shall apply to management appointments at the University.
(5) Only persons who meet the conditions laid down in Section 15 (1a)–(1d) of Act IX of 2021 may be appointed to management positions at the University.

(6) Executive officers, senior managers, and managers of the University shall comply with the conditions specified in Act IX of 2021 throughout the duration of their legal relationship, and shall immediately report the occurrence of any ground for exclusion or conflict of interest to the person exercising employer's rights.

Conflict of interest rules for employees in a managerial position under the Labour Code

53. §

(1) In the case of filling a **managerial position pursuant to the Labour Code** (see Articles 208 to 211 of the Labour Code), the applicant must declare that, if he or she is appointed to the managerial position, the grounds of conflict of interest provided for in the Labour Code do not exist or can be eliminated until the start of the managerial position.

(2) When the application is assessed, the declaration of conflict of interest must be considered. Only persons who do not have a conflict of interest may hold a managerial position.

(3) The employee must notify the person or entity exercising the employer's rights in writing within 5 working days if he or she finds himself or herself in a conflict of interest situation as defined in the Labour Code during the period of employment.

## CHAPTER VII
## SPECIAL RULES FOR MANAGERIAL POSITIONS

Appointment to a managerial position

54. §

(1) At the University, appointments may be made to executive, senior management and other managerial posts pursuant to the Labour Code in *Annex 6/c*.

(2) Unless otherwise provided for by the Higher Education Act, **the appointment to a managerial position** may be valid until the age of sixty-five. If the applicant has not yet reached the age of 65 on the date of the announcement of the call for applications for a higher management position (Rector, Vice Rector, Director, Dean)

specified in paragraphs a) to d) of Section (1) of Article 37 NHEAct, but will reach this age during the period from the day when the call for applications is announced until the end of the term of the mandate as specified in the application, his or her mandate for the managerial position may (notwithstanding the provisions of Sections (3) and (4) of Article 37 of the NHEAct) be extended for one additional period.

(3) An employee may hold **no more than two managerial posts** at the same time.

## Specific rights and obligations of employees in a managerial position

### 55. §

(1) **Rights of a manager**:

a) Right to make decisions:

i. to organise the internal structure of the organisation he or she manages, to define and delegate tasks and to use the budget under his or her financial authority on the basis of the relevant internal rules.

b) Right to make proposals:

i. for the employment, dismissal or accountability of the employees of the organisation which he or she manages or supervises,

ii. in relation to organisational development measures concerning the organisation he or she manages and supervises,

iii. in defining the limits for his or her financial management authority on the basis of the relevant internal rules,

iv. for the remuneration and rewarding of employees of the organisation he or she manages and supervises,

v. on any matter concerning the operation of the University.

c) Right to make commitments and issue documents (on the basis of the relevant internal rules): in connection with the financial management framework made available to the organisational unit he or she manages and supervises, in accordance with the relevant internal rules.

(2) Managers must

a) express their increased loyalty to the institution,
b) manage the organisation concerned with legal, moral and economic responsibility,
c) strive to create a constructive and supportive working environment,
d) endeavour to entrust their subordinates with current tasks appropriate to their professional competence,
e) assess the work of their subordinates objectively and without bias,
f) promote the professional development of their staff and ensure equal opportunities,
g) implement their decisions on economic matters,
h) strive to ensure the supply of new professionals,
i) monitor the work and work discipline of the employees of the organisational unit under their control and take action on their own authority if necessary.

(3) Managers are responsible for

a) the lawful use of the resources made available to them under the relevant internal rules,
b) knowing and applying the University's internal rules and regulations and the legal regulations applicable to the functions of the organisation they manage and supervise,
c) the professional development of their subordinates,
d) the organisation and effective operation of the controls built into the processes they manage, and for the exercise of managerial control,
e) compliance with and enforcement of occupational safety standards,
f) the timely completion of tasks that are subject to deadlines,
g) the observance of working hours and discipline in the organisational unit under their control, and for ensuring proper working conditions,
h) the preparation, accuracy and veracity of reports, statements, submissions and budgets concerning the organisation under their control and supervision,
i) the protection of university property, the organisation and control of inventories, the keeping of records and documentary discipline at the organisational unit under their control,

j) the preparation and maintenance of the regulations falling within the scope of activities of the organisational unit under their control and supervision, and
k) other specific tasks as described in the University's regulations.

(4) **Independent payroll managers** are responsible, in respect of the faculty or organisational unit under their control, for
a) the cost-effective, performance-oriented and result-oriented implementation of the indicators undertaken in the Public Task Financing Agreement and assigned to the faculty or organisational unit under their control,
b) the regular, appropriate, cost-effective and result-oriented use of the earmarked funds made available to it,
c) the education of the next generation of lecturers and researchers, including the promotion and encouragement of their career development, in particular by:
i. making an annual assessment of the conditions for planned career progression for employees (support for the acquisition of the required language skills, qualifications, doctorate, habilitation, relevant publications, etc.),
ii. planning and defining the necessary measures and training for the following year on the basis of the annual surveys,
iii. monitoring the planned actions and trainings and reporting annually to the DHRM.

## Establishment and termination of a managerial position

### 56. §

(1) At the University, appointments to a managerial position must be subject to a **public competition**.

(2) **No call for applications is needed** in the following cases:
a) to fill the post of Chancellor, and
b) for the temporary filling of the post of Rector following an unsuccessful application for the post of Rector.

(3) Except for the post of Chancellor (unless otherwise provided by law), appointments to managerial positions must be **for a fixed term**, not exceeding the term laid down in the legislation in force.

(4) Appointments to managerial positions awarded by application must be for a **minimum of three years and a maximum of five years**. Appointments to managerial positions may be renewed by application for several periods. Exceptions to this rule will be made in the case of managerial positions for an indefinite period.

(5) If, for whatever reason, a new mandate cannot be assigned when a managerial position terminates, a **temporary mandate** must be assigned to cover the duties related to the managerial position. The temporary mandate must be for a fixed term, or, in the case of a call for applications, until the successful outcome of the call for applications at the latest. If, on expiry of the fixed term or on completion of the application procedure, the managerial position has not been filled, the temporary mandate may be extended. The duration of the temporary mandate may not exceed one year, which may be extended by the Rector or the Chancellor in duly justified cases. Temporary appointments to managerial positions may be made

a) to an employee formerly filling the managerial position, until the employee reaches the age of sixty-five,
b) to an employee who fulfils the conditions for appointment to a managerial position and works at the organisational unit in question,
c) other employees holding a managerial position at the University, provided that they meet the conditions for holding that position.

(6) The Senate must give its opinion on the applications submitted for the assignments of managerial positions under the authority of the Rector, and in the case of more than one application is submitted, rank them. The Senate must send its opinion to the Rector, who will consider it and decide on the award of the mandate.

(7) An **application submitted** for a managerial position must include (among other documents):

a) in the case of leadership experience, a demonstration of leadership skills, together with supporting documents,
b) the presentation of motivation and a leadership programme to demonstrate a leadership vision,
c) a declaration of conflict of interest.

(8) Definition of tasks for managerial positions:

a) In the Rector's area, the expectations related to the position of Vice Rector must be determined by the Rector for the duration of the rectoral term.
b) In the Rector's area, the expectations related to the position of Dean must be determined by the Rector for the duration of the Dean's term.
c) In the Rector's area, the expectations related to the position of Director General of the University Centre must be determined by the Rector for the duration of the Director General's term.
d) In the Rector's area, the expectations related to the position of Vice Dean must be determined by the Dean for the duration of the Dean's term.
e) In the Rector's area, the expectations related to the position of Vice Director General of the University Centre must be determined by the Director General of the University Centre for the duration of the Director General's term.

(9) The mandate for a managerial position will cease

a) by the death of the employee,
b) if the employer ceases to exist without a legal successor,
c) at the end of the fixed term,
d) by mutual agreement of the parties,
e) by the withdrawal of the mandate by the employer,
f) by the return of the mandate by the employee.

## Special rules

## Application procedure for the position of Rector

### 57. §

(1) A Preparatory Committee of at least three, but no more than five members must be set up to conduct the application procedure for the position of Rector, under the

leadership of the oldest lecturer member of the Senate acting as the Chair. The members of the Preparatory Committee must be elected by the Senate from among the voting members of the Senate by a simple majority vote, on the proposal of the oldest member acting as the Chair.

(2) The Preparatory Committee prepares the text of the call for proposals on the basis of the guidelines issued by the Operator, **at least six months before** the expiry of the term of office of the Rector in office.

(3) The Senate proposes the call for applications, and the Chair of the Preparatory Committee sends the text of the call for applications to the Operator in accordance with the decision of the Senate.

(4) The call for applications is published on the **website of the Operator**, and also on the University's website and in the University Circular.

(5) Applications must be sent to the address of the Operator by the deadline specified in the call for applications. After the closing date, the University is notified of the candidates by the Operator, after which the Preparatory Committee organises and conducts the presentation of the candidates' programme (theses) in a documented manner, in consultation with the candidates, by means of a hearing (University citizens, Works Council/Trade Union, Students' Union, and at all the University's sites in written form (full application documentation) and on the University's website (theses up to 10 pages, signed curriculum vitae)).

(6) The **Senate will assess and rank** all the applications submitted for the position of Rector.

(7) The Senate makes a proposal on the content of the call for applications for the position of Rector, evaluates the applications for the position of Rector, elects the candidate for Rector, and evaluates the leadership activities of the Rector.

(8) The Senate will decide on the candidate for the Rector's position by a majority vote of its members.

(9) In the case of two candidates, if in the first round of voting neither candidate obtains more than fifty per cent of the votes cast in favour, the vote must be repeated once. If, in the second round, no candidate obtains more than fifty per cent of the votes cast in favour, the Senate will not nominate a candidate for the Rector's position.

(10) In the case of three or more candidates, if in the first round of voting none of the candidates obtains more than fifty per cent of the votes cast in favour, the voting must be repeated once, with only the names of the two candidates obtaining the highest number of votes being placed on the new ballot paper in the next round. If, in the second round, no candidate obtains more than fifty per cent of the votes cast in favour, the Senate will not nominate a candidate for the Rector's position.

(11) Based on the decision of the Senate, the Chair of the Preparatory Committee submits the proposal for the appointment of the Rector to the Operator.

(12) The Senate may, with the affirmative vote of two thirds of its members, initiate the dismissal of the Rector. Reasons must be given for the motion for dismissal.

## Application procedure for the position of Dean and Director of the University Centre

### 58. §

(1) At least six months before the expiry of the term of office of the incumbent Dean/Director, the DHRM prepares the text of the call for applications at the request of the Rector.

(2) The Rector or the person assigned by the Rector submits the proposal to the FB/UCB.

(3) The Rector opens the call for proposals, taking the opinion of the FB/UCB and the Senate into account, and with the assistance of the DHRM.

(4) After receipt of the proposal(s), the Rector or a person appointed by him or her – in addition to the provisions of Articles 10 and 11 herein – must prepare and conduct the presentation of the programme(s) (theses) of the applicant(s) at a FB/UCB meeting, to which the faculty members of the Professors' Council must also be invited.

(5) The FB/UCB gives its opinion on all applications received for the position, while the Senate gives its opinion on all applications received for the position and rank them.

(6) The Rector will decide on the appointment after considering the opinion of the Assessment Committee and the FB/UCB and the ranking of the Senate.

(7) If the term of office of a Dean/Director expires or is terminated and the appointment of a new Dean/Director is not proposed by the FB/UCB in accordance with the procedure set out above, the FB/UCB may initiate with the Rector the extension of the term of office of the employee who previously held the position of Dean/Director or the appointment of a Vice Dean/Vice Director of the faculty/university centre as Dean/Director until a new application procedure is successfully completed.

(8) The FB/UCB may initiate the recall of the Dean/Director by a two-thirds affirmative vote of its members and by sending the decision of the FB/UCB to the Senate. The Rector must decide on the recall of the Dean/Director, taking the decision of the FB/UCB and the opinion of the Senate into account. Reasons must be given for the motion to recall.

*The forms related to this chapter are available on the DHRM's website:*

- *Declaration of an Additional Employment Relationship, Declaration of Conflicts of Interest*

## CHAPTER VIII
## THE EMPLOYEE'S JOB-RELATED LIABILITY AND LIABILITY FOR COMPENSATION

### Rules on disciplinary proceedings and the employee's job-related liability

### 59. §

(1) If the employee

a) violates the provisions of the law, employment contracts or other university regulations applicable to him or her,
b) fails to demonstrate the expected employee conduct,
c) shows performance below the expected level,
d) fails to carry out a task included in his or her job description,
e) fails to comply with the deadlines given for the task without giving reasons and without notification,

he or she commits a **disciplinary offence** (employee misconduct) and may be held liable under the applicable legislation and the relevant procedure of the ERS.

(2) The employer may impose the following **disciplinary measures** on the employee:

a) **a verbal warning**, which is documented in writing, when the following general cases occur:
   i. early departure from the place of work without permission,
   ii. failure to notify the supervisor of an omission, deficiency or problem detected by the employee or a misconduct by another person,
   iii. improper use of or failure to use workplace devices, equipment or protective clothing, or using them for purposes other than the intended purpose,
   iv. failure to attend a medical examination or occupational health and safety training, despite prior notification,
   v. failure to meet a deadline without justification.
b) **a written warning,** when the following general cases occur:
   i. failure to report absence,
   ii. violation of or non-compliance with instructions given by the employer or the supervisor,
   iii. early departure from the place of work without permission,

iv. improper use of or failure to use workplace devices, equipment or protective clothing, or using them for purposes other than the intended purpose,

v. violation of the duty to cooperate, refusal to work without good cause,

vi. breach of confidentiality or the confidential use of information as stipulated in the employment contract, confidentiality statement,

vii. verbal harassment in the workplace, non-physical harassment in any form, threatening,

viii. posting a comment publicly defaming the University or its employees,

ix. private use of the University's (work) equipment,

x. breach of obligations arising from legislation, employment relationship or employment contract.

c) **a decision imposing adverse legal consequences**: a warning imposing a material disadvantage on the employee, when the following general cases occur:

i. directly or indirectly endangering the physical safety of employees,

ii. violating safety at work rules,

iii. using University-owned vehicles without permission or violating the rules of use,

iv. improper performance of or non-compliance with written instructions of the employer or the supervisor,

v. intentional hindrance of the work of other employees or refusing to work without a legal basis,

vi. breach of confidentiality or the confidential use of information as stipulated in the employment contract, confidentiality statement,

vii. unjustified absence.

d) **ordinary termination of employment by the employer,**

e) **termination of employment with immediate effect by the employer.**

(3) The initiation of proceedings is mandatory:

a) in the case of reasonable suspicion of serious job-related misconduct, or

b) if the employee requests that proceedings be initiated against him or her.

(4) Where the Ethics Committee or the Equal Opportunities Committee conducts proceedings within its own competence against an employee being in employment

with the University in any of the matters covered by this Article, it must involve the DHRM from the beginning of the proceedings. Disciplinary action may be taken only with the involvement of the DHRM.

(5) In the case of imposing a detrimental legal consequence, the total amount of the detrimental legal consequence establishing a pecuniary disadvantage may not exceed the amount of the employee's current basic monthly salary. The following **deductions** may be applied by the employer:

a) withdrawal or suspension of part of loyalty award payable,
b) withdrawal of a housing allowance,
c) withdrawal of a salary allowance agreed in the employment contract,
d) suspension of a wage increase

(6) The **employer will terminate the employment relationship** at the employer's discretion:

a) in the event of personal injury caused by the employee,
b) if the employee removes or transmits any employer-owned equipment, furnishing or confidential document, data or information employer from the University premises without authorisation,
c) when unauthorised statements are made in connection with the University,
d) in the case of intentional manipulation of the attendance sheet,
e) in the event of physical assault/harassment of another person on University premises or wilful damage to property,
f) when working under the influence of alcohol or intoxicating substances,
g) if the employee commits a criminal offence.

(7) If the employee causes damage to the employer, a claim for damages may be brought against him or her.

(8) The head of the organisational unit authorised to impose disciplinary measures and the head of the DHRM must thoroughly investigate the disciplinary offence allegedly committed by the employee and, if a disciplinary offence is established, must consider which measure may be imposed for the disciplinary offence committed, on the basis of the principle of proportionality.

(9) The disciplinary procedure is generally based on the **principle of gradualism**: depending on the degree of the offence committed, a verbal warning is followed by a written warning for a further offence, and then by a decision imposing adverse legal consequences for a further offence. The employer will assess each case on its merits and may waive the principle of gradualism if the seriousness of the offence justifies it.

(10) The **disciplinary procedure**:

a) the DHRM must, within 15 days of becoming aware of the written record of the disciplinary offence, initiate a hearing with the parties concerned,
b) if the employee concerned so requests, a trade union representative may attend the hearing,
c) minutes of the hearing are made,
d) the head of the organisational unit concerned and the head of the DHRM must determine, on the basis of the hearing, whether a disciplinary offence has been committed and decide whether any disciplinary action should be taken,
e) the minutes of the hearing and the record documenting the potential disciplinary action are drawn up in 3 copies (employee, organisational unit, DHRM), signed by all the parties after verification and a copy is given to each party,
f) if the employee refuses to sign any document, the fact of refusal must be recorded on the document(s) and attested by the signature of two witnesses.

(11) Adverse legal consequences for the employee can and must be kept on file within the general statutory limitation period specified set forth in the provisions of the Labour Code, for 3 years from the date of the consequences becoming final.

(12) If the employee contests the imposition of adverse legal consequences, he or she may bring an action before the competent regional court. He or she may bring his or her action within the period prescribed by the applicable legislation from the date of notification of the decision imposing the legal consequence.

## CHAPTER IX
## EMPLOYEE WAGE SYSTEM AND REIMBURSEMENT OF COSTS

### The wage system

### 60. §

(1) The University must determine its pay policy in a transparent manner and in compliance with the requirement of equal treatment. The University may pay remuneration to employees in the amounts and to the purposes provided by the relevant law, regulations or instructions.

(2) The minimum and maximum total gross salary for a given job must be set out in the University's **pay policy**. Salaries higher than the maximum total gross salary may be granted only for exceptionally justified reasons, with the permission of the Rector and the agreement of the Chancellor in the academic area and with the permission of the Chancellor in the Chancellor's organisation.

(3) The University determines wages as a **monthly salary**. The employment contract must include the employee's total gross monthly salary.

(4) The payroll manager is obliged to ensure the coverage of personal benefits, the observance of the salary limits and the provision of the remuneration specified in the employment contract to the employee.

(5) The **total gross monthly salary** may consist of the following elements:
   a) basic salary,
   b) basic salary allowance,
   c) salary allowance for managerial positions.

(6) **The basic salary**
   a) In the employment contract, the parties must agree on the employee's basic salary.

b) The basic salary must be at least the statutory minimum gross wage. An employee employed in a job requiring at least secondary level qualification or secondary vocational training is entitled to a guaranteed minimum wage.

c) The minimum and maximum amount of the basic salary for a given job is determined in the University's pay policy, from which upward deviations are possible in exceptionally justified cases with the permission of the Rector and the agreement of the Chancellor in the academic area, while in the Chancellor's organisation with the permission of the Chancellor.

d) The **basic salary may be increased** in the following cases:

   i. **for an indefinite period:** in individual cases, on the basis of a proposal from the supervisor, with proper justification;

   ii. **for a fixed term:** on an ad hoc basis, for a minimum of 6 months in the case of an employment on a project-basis (at the end of the period of increased basic salary, the employee's basic salary will return to the last basic salary in force before the increase, which must be included in the employment contract).

(10) **The basic salary allowance**

a) An employee may receive a basic salary allowance for an indefinite period on the basis of his or her skills, experience and quality of work.

b) The basic salary allowance is set out in the employment contract.

c) The basic salary allowance may be unilaterally withdrawn. It is paid monthly with the salary and forms part of the ordinary remuneration.

d) The minimum and maximum amount of the total gross salary for a given job, which the basic salary allowance is a part of, must be determined in the University's pay policy. Salaries higher than the maximum total gross salary may be granted only for exceptionally justified reasons, with the permission of the Rector and the agreement of the Chancellor in the academic area and with the permission of the Chancellor in the Chancellor's organisation.

e) If the payroll manager intends to account for the amount of the salary allowance within employment on a project-basis, the amount of the basic salary allowance specified in this paragraph must be withdrawn and the basic salary must be increased by the amount withdrawn for the period concerned (at least for 6 months) (at the end of the period of increased basic salary, the

employee's basic salary will return to the last basic salary in force before the increase, which must be included in the employment contract, however the previous basic salary allowance will not be automatically established without the start of a new letter of appointment).

f) Categories of basic salary allowance:
   i. **Category 1:** committed, performs basic tasks accurately and precisely.
   ii. **Category 2:** responsible, high quality work, plays a significant role in the preparation of problem-solving tasks, learns new work processes, new skills and new systems easily and quickly.
   iii. **Category 3:** ability to perform independent tasks with considerable responsibility, excellent problem-solving skills, independent analytical thinking, ability to train others due to professional experience, ability to learn new work processes and new systems easily.

(11) Salary allowance for managerial positions

a) The salary allowance for managerial positions is determined for a fixed term in the employee's contract of employment for the duration of the assignment to the managerial position.
b) The salary allowance for managerial positions will cease on the date of termination or withdrawal of the managerial mandate.
c) It is paid monthly with the salary and forms part of the ordinary remuneration.
d) If the payroll manager intends to account for the amount of the salary allowance for managerial positions within employment on a project-basis, the amount of the salary allowance for managerial positions specified in this paragraph must be withdrawn and the basic salary must be increased by the amount withdrawn for the period concerned (at least for 6 months) (at the end of the period of increased basic salary, the employee's basic salary will return to the last basic salary in force before the increase, which must be included in the employment contract, however the previous salary allowance for managerial positions will not be automatically established without the start of a new letter of appointment).

## Salary increase

**61.** §

(1) If the University's financial situation allows, the employer may implement a general **salary increase** for employees in non-managerial positions.

(2) The rate of the general salary increase shall be determined by the Rector and the Chancellor.

(3) The individual rate of the salary increase depends on the results achieved in the previous year's individual performance assessment.

(4) Based on the previous year's performance assessment, the employee is entitled to:

a) **50%** of the applicable salary increase if the tasks associated with the basic position were completed 100%.

b) **70%** of the applicable salary increase if the overall performance assessment reached 85%.

c) **100%** of the applicable salary increase if the overall performance assessment reached 100%.

(5) If the completion of tasks associated with the basic position is below **100%**, the employee is **not entitled** to a salary increase.

(6) Rate of salary increase:

| | **Completion (%)** | **Rate of salary increase** |
|---|---|---|
| Tasks associated with the basic position | Completion of tasks associated with the basic position < 100% | Employee is not entitled to a salary increase |
| Tasks associated with the basic position | Completion of tasks associated with the basic position = 100% and there are no other indicators or competencies that have been met | 50% of the applicable salary increase |
| Overall performance | 85-99 % | 70% of the applicable salary increase |

| | | |
|---|---|---|
| | -of which 100% completion of basic job tasks counts 49% towards overall performance | |
| Overall performance | 100 %<br>-of which 100% completion of basic job tasks counts 49% towards overall performance | 100% of the applicable salary increase |

(7) The rate of salary increase for employees in managerial positions is determined by the Rector with the agreement of the Chancellor in the academic area and by the Chancellor within the Chancellor's organisation.

## Bonus

### 62. §

(1) If the University's financial situation allows, an employee may become eligible for a bonus upon the achievement of specified targets set during performance measurement and assessment.
(2) Payment of the bonus becomes possible after reviewing the fulfilment or partial fulfilment of the indicators committed by the University in the Public Task Financing Agreement, and must be completed by 30th April of the year following the evaluated year.
(3) The amount of the bonus fund available to a faculty, comprehensive organisational unit or organisational unit is determined by the Rector and the Chancellor.
(4) An employee may receive a bonus if, in the previous year's performance assessment, he or she completed at least 80% of the tasks associated with his or her basic position.
(5) The amount of the bonus for employees in managerial positions is determined by the Rector with the agreement of the Chancellor in the academic area and by the Chancellor within the Chancellor's organisation.
(6) The maximum amount of bonus that may be granted to an employee is determined by the payroll administrator, provided that the available fund is not exceeded.
(7) Only employees who are in an active employment relationship at the time of bonus payment are eligible for the bonus.

## Jubilee bonus

### 63. §

(1) Pursuant to Section (6) of Article 117/C of the NHEAct, the provisions of the Act on the Status of Public Servants on jubilee bonuses must be applied for the first five years of employment established as a result of a change of the operator of the University (until 31st August 2026 in the case of the University). After this period, the relevant provisions of the Labour Code apply.

(2) The jubilee bonus is based on the basic salary in force at the time of entitlement.

## Other remunerations

### 64. §

(1) Salary allowance, absence pay

a) The provisions of the Collective Bargaining Agreement must be applied to the determination and calculation of salary allowance and absence pay.

b) The amount of the salary allowance is determined and calculated on the basis of the data from the NEXON software. During payroll accounting, the data from the previous full month will be processed.

## Compensation for carrying out work as a result of assignment of targeted tasks

### 65. §

(1) The University may conclude a special agreement with an employee for the performance of a targeted task in order to ensure the smooth day-to-day operation of its core duties and the performance of the project tasks undertaken. Under the agreement, the employee is entitled to compensation in addition to the salary agreed in his or her contract of employment.

(2) No overtime may be used for the performance of a targeted task. A **targeted task may be assigned** in the following cases:

a) where the funding project provides for a predetermined specific amount to be charged for the performance of the task, irrespective of the hours worked and the total gross salary,

b) where the employee is required to carry out a task not included in his or her job description which he or she is otherwise qualified to perform on the basis of his or her skills and experience.

(3) An employee may conclude an agreement only for the performance of a task for which he or she has the qualifications or expertise.

(4) A targeted task may be assigned only for a fixed period and subject to the availability of the necessary funds.

(5) If the Employee fails to perform or does not perform properly his or her duties under the Agreement, the Employer will be entitled to terminate the Agreement unilaterally with immediate effect. The Employer is also entitled to unilaterally terminate the entire Agreement or individual tasks contained therein. The Agreement may be terminated in respect of sub-tasks if the compensation and the tasks can be clearly defined. Termination of the Agreement in whole or in part is only possible in writing and may not have a retroactive effect.

(6) It is the responsibility of the Employee's supervisor to monitor the completion of the task, in consultation with his or her line managers as necessary. The **certificate of completion** must be sent to the DHRM by the 20$^{th}$ day of each month (if the 20$^{th}$ day is not a working day, then by the next working day) by the supervisor for payment.

(7) Other organisational units are also entitled to conclude an agreement with the Employee, however, the permission of the Employee's supervisor is required for this. In such a case, the head of the organisational unit concluding the agreement must monitor the performance of the duties.

(8) Only a written agreement put down in written form can be deemed to be valid upon completion and approval of the appropriate University form.

(9) Agreements for the performance of basic tasks may not be concluded with an employee employed under a student employment contract.

## Salary payment

### 66. §

(1) Salaries must be paid by postal transfer or bank transfer to the bank account designated by the employee, at the employee's discretion, primarily **by the 5th day of the month following the month in question, but no later than the 10th day of the month following the month in question**.

(2) If the day of salary payment falls on a weekly rest day (weekly rest period) or a public holiday, the salary must be paid no later than the following working day.

(3) The University must inform the employee on a monthly basis of the payments, deductions and public charges remitted by it. The use of **electronic payroll records** is compulsory for all employees.

(4) In the event of unjustified (incorrect) salary payment, the employee may be required by written notice to pay back the salary within sixty days. Incorrectly paid salaries may be recovered after 60 days if the employee must have known that the payment was unjustified or if the employee was the originator of the incorrect payment himself or herself.

(5) An employee of the University may, in justified cases, be granted a **salary advance** against his or her salary.

(6) The payment of the advance must be authorised by the head of the DHRM, with the assistance of the supervisor, at the request of the employee. The maximum amount

of the advance payment is the employee’s one month's net salary, however, in no case may it exceed five times the minimum wage in force on the day of payment.

(7) The repayment of the salary advance may be made in equal instalments (rounded up to HUF 100), deducted from the salary, up to a maximum of 6 months. The repayment must start in the month following the month of payment or, at the request of the employee, in the month of payment. No salary advance may be paid until the previous salary advance has been repaid.

(8) If the employment of an employee who has received a salary advance is terminated before repayment, the amount of the salary advance must be deducted from the last salary. If the remaining debt cannot be deducted from the salary, the employee will be obliged to repay it.

(9) A salary advance may be paid to an employee whose probation period has expired.

## Travel allowances for employees

### 67. §

(1) The reimbursement of commuting expenses must be ensured on the basis of Government Decree No 39/2010 (II. 26.). The employer must reimburse the employee for the statutory part of the expenses incurred **in connection with commuting to work**.

a) The reimbursement of the expenses incurred by daily commuting to work paid by the employer must be at least 86% of the price of the travel ticket or pass upon settlement of the costs. The reimbursement of the expenses incurred by daily commuting home paid by the employer must be at least 86% of the price of the travel ticket or pass upon settlement of the costs, however, it may not exceed the amount specified in the Government Decree.

b) The amount of the reimbursement of expenses for travelling to work by private car is limited to the tax-free amount specified in the Act on Personal Income Tax. The amount of the reimbursement must be determined by the employer in its internal instructions.

c) The amount of the commuting allowance is determined and calculated on the basis of the data from the NEXON software (attendance sheet kept by the employee and approved by his or her supervisor).

(2) **Posting expenses and reimbursement of expenses for official and business travel**

a) Domestic and foreign posting, business and official trips must be ordered/authorised in writing prior to the trip on the forms provided for this purpose (*Annexes 4/a and 4/g*).

b) In the case of posting, the person authorised to issue the order/authorisation is the supervisor, in the case of official or business travel, it is the manager with the right to make commitments in accordance with the "Regulation of Powers and Competence Relating to Financial Management". When authorising and approving a trip, particular attention must be paid to the professional justification and cost-effectiveness of the trip.

c) Foreign posting may be started with the prior written consent of the Chancellor, while domestic posting, official and business trips may be

started, pursuant to the relevant internal instructions, with the prior written consent of the manager with delegated powers. During payroll accounting, the data from the previous full month will be processed.

(3) Official use of the employee's own vehicle

a) In the case of travelling by car, the reimbursement of expenses may not exceed the cost of fuel calculated for the verified, eligible kilometres actually driven on the basis of the fuel cost price provided by the Hungarian Tax and Customs Administration and the basic standard rate specified in Article 4 of Government Decree 60/1992 (IV.01.) and the standard cost per kilometre specified in the Act on Personal Income Tax, based on the standard rate of consumption of the vehicle and the standard rate per kilometre.

b) Only the employee's own car and that of a close relative may be used during such trips.

c) The following documents are required for the reimbursement of expenses:

i. Declaration of the details of the vehicle owned by the employee or a close relative (to be renewed annually or in case of a change of vehicle (*Annex 4/h*),

ii. a copy of the vehicle's registration document,

iii. a copy of the document proving ownership (vehicle registration card or a certificate issued by the transport administration authority) of the vehicle by the employee or a close relative.

(4) An allowance to cover the additional costs incurred by a posted employee in Hungary must be paid for the duration of the assignment (hereinafter referred to as "daily subsistence allowance"). This is regulated by Government Decree 437/2015 (XII. 28.).

a) If the employee stays in a hotel, the daily subsistence allowance must be reduced by 20% if the hotel rate includes the compulsory breakfast.

(5) Use of the employee's own vehicle for official purposes

a) A flat-rate allowance may be paid for the use of the vehicle for official purposes. The use of the vehicle must be authorised by the manager

authorised to enter into commitments, who will also specify the flat-rate amount.

b) The use of a motorcycle or moped for official purposes is authorised by the manager with the right to enter into commitments, specifying the duration of use and the amount of the reimbursement (flat rate).

(6) Use of **other means of transport** in the case of domestic posting:

a) travelling by train,
b) travelling by bus,
c) travelling by local public transport.

(7) **Reimbursement of other travel-related expenses:**

a) participation and registration fees,
b) accommodation charges,
c) parking fees,
d) motorway tolls, etc.

(8) In the case of official and business travel, the travel costs must be documented and accounted for on the basis of supporting documents submitted by the employee. If different rules apply to the accounting of income from a grant project or other external sources, the reimbursement of expenses may be justified on the basis of an invoice and receipt issued to the name and address of the University of Pannonia.

## Rules on the employees' stay abroad

### 68. §

(1) The person subject to foreign posting may be a private individual employed by the University, an official without an employment relationship, a private individual employed under a service contract or a student holding a PhD degree with the University.

(2) **Foreign posting may be:**

a) a professional trip at the employee's own initiative:

i. in particular, presenting a paper at international congresses, conferences, workshops, etc.

b) posting initiated by the employer:

i. visiting partner institutions, representing the University at international conferences, events, etc.

(3) Authorisation

a) Foreign posting may be authorised only in writing, on strict professional grounds, with the support of the superior. It is the responsibility of the payroll manager to authorise the posting and determine whether it is justified on professional grounds.

b) The prior written consent of the Chancellor is required for any foreign posting.

c) The duration of foreign posting must be limited to the duration of the certified professional programme, taking the duration of the outward and return journeys into account. In justified cases, the period of posting may be extended with the authorisation of the payroll manager and the agreement of the Chancellor. If the posted employee requests an extension of the period of posting for private reasons, the payroll manager may authorise it against the employee's annual leave of absence, at the employee's own expense, without providing daily subsistence allowance and the reimbursement of accommodation charges, taking the proposal of the supervisor head of the organisational unit into account.

(4) Organisational units belonging to the faculty or university centres must handle requests for international travel as follows:

a) The person initiating the trip must submit the following completed forms to the Dean's Office/Secretariat of the University Centre:

i. *travel plan* for foreign posting (*see Annex 4/a*),

ii. *a travel data sheet* containing the information required for ordering and booking travel-related services (*see Annex 4/f*),

iii. *car usage calculation* (*see Annex 4/c*).

b) The Dean's Office/Secretariat of the University Centre will register (assign a registration number to) the travel plan on the basis of the documents submitted.

c) The Dean's Office/Secretariat of the University Centre will arrange for the certification of coverage to be issued by the unit identifiers/cost centres indicated as provider of the funds for the travel on the *travel plan* form, for the indication of the source code and for obtaining a financial countersignature.
d) The Dean/Director will examine the request and its justification from a professional point of view and indicate his or her decision on the authorisation of the foreign posting in the travel plan.
e) The Dean's Office/Secretariat of the University Centre will send documents electronically to the e-mail address kancellaria@uni-pannon.hu for the exercise of the Chancellor's right of assent.
f) The Chancellor will notify the Dean's Office/Secretariat of the University Centre of his or her decision by electronic means.
g) After the Chancellor has exercised his or her right of consent, the Dean's Office/Secretariat of the University Centre will send the documents of the authorised trip electronically to the competent employee of the Directorate of Legal Affairs and Procurement at the e-mail address repulojegy@uni-pannon.hu in order to book or order the services.

(5) In the case of comprehensive organisational units performing non-faculty teaching and research tasks, the procedure is the same as in the previous section, except that instead of the Dean/Director, the Rector is involved, and instead of the Dean's Office/Secretariat of the University Centre, the Rector's Office is involved.

(6) The Chancellor's Office is the administrator of the travel forms for travellers in the Chancellor's organisation, the supervisor is one to give his or her opinion on supporting the trip and the Chancellor is the authorising officer.

(7) The institution must procure all services related to international travel arrangements through a centralised procurement procedure, which must be implemented using the Central Government Travel Portal ("Travel Portal"). These services include, among others:
a) flight tickets,
b) transport services accompanying air travel and non-air travel,
c) airport transfers, (chauffeur) services, car rentals,

d) conference registration services,
e) accommodation services,
f) visa administration services,
g) other services ancillary to travel.

(8) The traveller may not act on his or her own in ordering any service related to his or her travel and affecting the reimbursement of expenses.

(9) After the services have been ordered, the Directorate of Legal Affairs and Procurement will send an electronic notification with the confirmation of the order to the traveller, the Dean's Office/Secretariat of the University Centre, the Rector's Office or the Chancellor's Office (hereinafter referred to as the "authorising office").

(10) Invoices issued by travel agencies must be sent to the Directorate of Legal Affairs and Procurement for professional verification and payment allocation. The Directorate for Economic Affairs will then arrange for payment of the invoices.

(11) Within 15 calendar days of the end of the trip, the traveller must
a) complete the "Expenditure Declaration Form for Foreign Posting" (*Annex 4/d*) and prepare a travel report (*Annex 4/b*),
b) in the case of an approved daily subsistence allowance, complete the form "Information for the Calculation of Daily Subsistence Allowance for Foreign Trips" (*Annex 4/e*), and
c) attach supporting documents for other expenses incurred and eligible for reimbursement during the trip.

(12) The traveller must send the statement of account and the related documents to the authorising office. The authorising office will send the original of the verified and certified forms and supporting documents to the Directorate for Economic Affairs and will keep a copy of the statement of account on file with the traveller's request and travel report.

(13) The number of days spent on foreign posting must be recorded in the Nexon software.

(14) Accounting of expenses for foreign posting

a) The posted employee is entitled to reimbursement of expenses only for the period actually spent abroad.
b) The period spent on foreign posting is counted as days worked in accordance with the regular work schedule.
c) In the case of a trip financed from a grant project or other external funding, the types of reimbursement of expenses, the amount and the method of settlement must be determined by the provider of the grant and must be attached to the statement of account. If this does not happen, the provisions of this regulation will apply to reimbursement calculations.
d) Advance payment may be requested for foreign posting by sending a copy of the authorised posting documents to the Directorate for Economic Affairs at least 3 working days before the date of the advance payment.
e) The advance payment may be 70% of the gross amount of the approved daily subsistence allowance.
f) If a travel advance is paid, further travel advance payments will be possible only if the advance previously paid has been fully accounted for by the posted employee.
g) When filling in the form, the traveller must convert the amount of foreign invoices into HUF on the basis of the currency purchase and exchange documents, using the exchange rates indicated on them. If no document is available from which the exchange rate of each currency can be clearly determined, the calculation must be made using the Hungarian Central Bank's official mid-market exchange rate valid on the 15$^{th}$ day of the month preceding the first day of the trip or, if this is not available, then on the first working day before that.
h) The next travel authorisation may be requested if the traveller has settled the expenses incurred during the previous posting or has a maximum of one pending settlement.
i) The financial settlement – the traveller repays the amount to be refunded from the advance payment or receives reimbursement of the additional costs calculated during the settlement – must be made within 30 calendar days after returning home.

(15) **Reimbursement of expenses paid from the daily subsistence allowance due to the posted employee:**

a) A foreign daily subsistence allowance may be paid to an individual employed by the University or to a student with PhD student status with the University employed under a service contract/agency contract.

b) The daily subsistence allowance for a posted employee may not exceed EUR 50 per calendar day.

   i. The daily subsistence allowance may be paid only from the University's own revenue or from grant projects. The daily subsistence allowance is intended to cover dining costs and other local costs related to the posting (e.g. local travel, public transport, parking, etc.) and informal contacts with partners.

   ii. If daily subsistence allowance is used, no invoice for meals can be accounted for.

c) The duration of the posting is the time elapsed between the actual time of departure and that of arrival. For the purpose of determining the duration, one hour before crossing the frontier or, in the case of air or sea travel, before the time of departure must be taken into account as the actual time of departure and one hour after the time of arrival must be taken into account as the actual time of arrival, and the number of days calculated by dividing the number of hours spent on posting on a fractional day by 24 must be added to the total number of (24-hour) days spent on a particular posting, with the remaining fraction being counted as a whole day.

d) If the time spent on posting is less than 24 hours but reaches 8 hours, it is counted as one full day.

e) If the posted employee receives full-board services during the period of posting, no daily subsistence allowance may be granted. If expenses are incurred in connection with the performance of the assignment, they will be eligible for reimbursement if supported by an invoice issued to the University.

(16) Work carried out outside the usual place of work – domestic and foreign postings – may not exceed forty-four working days per calendar year.

(17) Authorised travel and related services may only be ordered through the Directorate of Legal Affairs and Procurement.

(18) Foreign posting does not include:

a) scholarship-financed study trips: because a scholarship is granted for the studies or research work abroad. For the period of the scholarship-financed study trip, up to 20 working days of extraordinary leave per year may be granted or it can be requested as unpaid leave.

b) working abroad: only as unpaid leave. The employer is not obliged to grant unpaid leave. If the employee wishes to take advantage of the possibility of working abroad, he or she may request termination of his or her employment in accordance with the legislation in force.

*Forms used to document travel:*

- *Travel Plan (Annex 4/a)*
- *Travel Report (Annex 4/b)*
- *Car Usage Calculation (Annex 4/c)*
- *Expenditure Declaration Form for Foreign Posting (Annex 4/d)*
- *Information for the Calculation of Daily Subsistence Allowance for Foreign Trips (Annex 4/e)*
- *Travel Data Sheet (Annex 4/f)*
- *Ordering / Authorising Domestic Posting (Annex 4/g)*
- *Declaration of the details of the vehicle owned by the employee or a close relative (Annex 4/h)*

*The forms related to this chapter are available on the DHRM's website:*

- *Agreement with an employee to perform a specific task,*
- *Request for Salary Advance,*
- *Assessment of the Reimbursement of Travel Expenses for Commuting to Work.*

# PART FOUR
# THE REGULATION OF EMPLOYMENT UNDER A SERVICE CONTRACT OR AGENCY CONTRACT

## Specific features of an agency contract

### 69. §

(1) Pursuant to the provisions of the Civil Code, the agent is obliged to perform the task entrusted to him or her on the basis of the "Contract of Agency".

(2) The **contract of agency** concluded with the University **must be in writing**. In the case of performance started earlier on the basis of an oral agreement, the contract must refer to the fact that an oral agreement was made before the conclusion of the contract.

(3) The agent is not obliged to deliver a result, but to perform the task entrusted to him or her in a diligent and professional manner, in accordance with the instructions and in his interest of the principal. The agent must, as a general rule, act personally and may lawfully have the assistance of another person only if the principal has given his or her consent.

(4) The principal must pay a fee. The agent may claim the fee even if his or her activities have not led to any result. If the contract is terminated before the performance of the assignment, the agent may claim a pro rata share of the fee in the event of partial performance.

## Specific features of a service contract (for individuals)

### 70. §

(1) Pursuant to the relevant provisions of the Civil Code, the contractor, based on a "Contract for Services", is obliged to deliver results that can be achieved by the contractor's activities and the client is obliged to accept it and pay a fee. The subject matter of the service contract is the delivery of results that can be achieved by the

contractor’s activities. It is not necessary to hold a sole trader's licence to conclude a service contract (in the case of an individual).

(2) The service contract concluded with the University must be in writing.

(3) The contractor must act in accordance with the client’s instructions. The instructions may not extend to the organisation of the activity and may not make performance more onerous.

(4) The client must pay a fee for the performance of the work under the service contract. The parties are free to agree on the amount of the fee. If the contract is terminated before performance of the assignment, the contractor may claim a pro rata share of the fee in the event of partial performance.

## Contract types

### 71. §

#### Contract of agency concluded with a natural person (individual)

(1) It may be concluded between the University, as the principal, and a private individual, as the agent.

(2) This contract form must also be used if the agent is an individual with a tax number who is self-employed but is not classified as a private entrepreneur.

(3) The agent’s fee will be accounted for and transferred by the DHRM within 20 working days after the submission of the certificate of completion.

#### Service contract concluded with a natural person (individual)

(4) It may be concluded between the University, as a client, and a private individual, as the contractor, to deliver some result. The contractor does not need to have a sole trader's licence. The accounting and payment of the fee must be made by the DHRM

within 20 working days of the submission of the certificate of completion. The accounted income is considered to be income from employment. Individuals with a tax number who are self-employed but not classified as private entrepreneurs must enclose with the invoice a copy of the registration form submitted to the National Tax and Customs Administration, indicating the scope of their activity.

## Requirements on content and form of a contract of agency

### 72. §

(1) Employees who are employed by the University may not be engaged under a contract of agency or service contract to carry out tasks which are or may become part of their job function (e.g. teaching and research tasks in the case of lecturers or researchers, administrative tasks in the case of an administrator, etc.). If the employee performs tasks which are not related to his or her job function at the University, it is possible to engage him or her under a contract of agency or service contract. The client who signs the contract must be morally and financially responsible for compliance with these rules.

(2) The contract must stipulate that the specified task is not a job-related task and cannot be made such, and must stipulate that the fee may be paid to the person employed by the University only if he or she has fully performed his or her job-related duties in addition to the task specified in the contract.

(3) A contract of agency may be concluded with a person not employed by the University, including a private individual with a tax number, for intellectual activities within the scope of the core tasks only in the following cases:

a) it is not excluded by law, and
b) the conclusion of the contract is strictly necessary for the performance of the University’s core and additional professional duties as defined by law, the University's Statutes or its organisational and operational rules, and
c) the University does not employ a person with the appropriate expertise, qualifications and experience or other appropriate specific professional skills and abilities to perform the task in question, or the service being the

subject matter of the contract is a unique, temporary or irregular task arising as part of the University's core activity.

(4) No contract of agency or service contract may be concluded for the **performance of a task which is continuous and regularly repeated**. The task must be defined in sufficient detail to permit monitoring of performance and accountability.

(5) The remuneration must be specified in such a way as to include all costs incurred by the agent/contractor in the performance of the task (e.g. travel expenses, rental fee, etc.). In specifying the remuneration for contracts of agency or service contracts, the recommendations issued by the chambers concerning contractual hourly fees, as well as of the usual remuneration in the market must be taken into consideration. When making commitments, care should be taken to ensure that the remuneration set in the contract is consistent with that of agents or contractors performing similar tasks in the institution concerned.

(6) If the agent/contractor wishes to use an **itemised settlement of costs**, the statutory statement on the amount of the settlement of costs must be enclosed with the contract in any case. The declaration can be downloaded from the DHRM page of the University's website.

(7) Only originals containing accurate data may be submitted for processing contracts. The remuneration laid down in the contract may not include the amount of social contribution. The contract must include gross forint amounts, less the statutory personal income tax and social security contributions.

(8) Employment under a contract of agency or service contract is only possible on the basis of a valid contract. The contract must be drawn up and signed by the authorised persons before the performance of the task commences. Commitments may be entered into only after the financial countersignature has been obtained. The financial countersignature must be evidenced by the signature of the person authorised to sign the commitment document, indicating the date of the financial signature and reference to the fact of the financial countersignature. The contract will become effective with the approval or

agreement of the Chancellor. After the signature of the agent, the copy to be kept by the DHRM must be returned to the DHRM immediately, but not later than the start of the contract term.

(9) A signed copy of the **certificate of completion** must be sent to the DHRM within two working days of the completion of the task. If the term of the contract is carried over to the following year, the amount of the remuneration must be split between the years on the certificate of performance.

## Specific rules for teaching lecturer's and research activities

### 73. §

(1) In accordance with the NHEAct, "teaching duties may be performed under an agency relationship if the nature of the activity permits this and the time spent on the work performed does not exceed sixty per cent of the full working time (hereinafter referred to as "**a teaching lecturer**").

(2) **Conditions of the employment of a teaching lecturer**:

a) no criminal record, and the agent is not banned from practising any profession which precludes him or her from engaging in the activity,
b) the lecturer has the required education and professional qualifications (a master's degree).

The Client is obliged to verify the existence of the conditions of employment – **education, professional qualification, criminal record** – and to keep the documents with the organisational unit. A photocopy of the required master's degree must be attached to the prepared contract.

A contract of agency may be concluded for both regular and occasional, non-regular teaching activities. The rules for teaching lecturers must also be applied to the employment of researchers, except that a contracted researcher is to be understood instead of a teaching lecturer. By way of derogation from the general rules, the employment of teaching lecturers and contracted researchers must be subject to

the possibility of continuous, regular teaching and research activities under a contract of agency.

(3) Procedural rules for contracting:

a) Before the start of the given semester in the academic year, all teaching lecturers must have a signed agency contract, regardless of which period of the semester the teaching lecturer's contract applies to.
b) The agency contracts of teaching lecturers employed in the first semester of the given academic year must be sent to the organizational unit by August 15th, in accordance with the relevant joint directive of the Rector and the Chancellor, and for the second semester of the academic year by January 15th.
c) The term of the contract may not exceed the end of the examination period.
d) The data of the contracts for teaching lecturers are recorded in the NEPTUN system by the DHRM on the basis of the contracts signed by all the participants and received by the DHRM.
e) The contracts for teaching lecturers must specify the major, the subject taught and for whom (with course details), the number of classes, the number of persons registered for the course and the remuneration.
f) The fee for classes must be specified in such a way that it includes all the costs incurred in the performance of the task (e.g. travel expenses).
g) A student participating in a doctoral program at the University of Pannonia cannot simultaneously be employed in an employment relationship and hold a teaching lecturer contract with the University.
h) In the case of a guest lecturer (which requires occasional engagement), a teaching contract cannot be signed. In the case of a guest lecturer, a (non-teaching) contract may be applied.
i) The detailed rules for the preparation of agency contracts, service contracts, utilization/usage contracts, invention fee contracts, as well as agency contracts related to educational activities that can be signed with private individuals are regulated by a joint directive of the Rector and the Chancellor.

*The forms related to this chapter are available on the DHRM's website:*

- *Contract of Agency/Service Contract templates*

# PART FIVE
# THE AWARDING OF HONOURS, TITLES AND CERTIFICATES; PLACEMENT OF MONUMENTS, SCULPTURES AND PAINTINGS

## Honours and titles

### 74. §

(1) Honours play an important role in motivating lecturers, researchers and other employees to perform the tasks specified for the institution at high quality and in recognising outstanding performance. The DHRM is responsible for the administration of university awards and nominations.

(2) The honours which may be awarded by the President of the Republic, ministers, local governments, other organisations, as well as the manner and deadline for their nomination will be determined by the relevant legislation or the awarder. The DHRM sends an up-to-date list of the national, ministerial and municipal honours that may be awarded when the proposals are submitted.

(3) The Senate of the University may establish and confer **honours and titles** in the following **hierarchical order**:

a) 1.1. highest academic honour,
b) 1.2. highest academic title,
c) 2. higher academic honour,
d) 3.1. academic distinction with monetary award,
e) 3.2. academic distinction without monetary award,
f) 3.3. academic title of recognition.

(4) **Honours and titles established by the Senate** of the University:

a) **Highest academic honour:**
    i. Pro Universitate Pannonica Memorial Medal
b) **Highest academic title:**
    i. Honorary Citizen of the University of Pannonia,

ii. Rector Emeritus/Emerita

c) **Higher academic honours:**
   i. Méray László Award,
   ii. Sebestyén Attila Memorial Medal,
   iii. Pólya György Award,
   iv. TDK (Students' Research Society) Lecturer Award,
   v. Lecturer or Researcher of Excellence Scholarship of the University of Pannonia,
   vi. Lifelong Lecturer of the University of Pannonia,
   vii. Employee of Excellence of the University of Pannonia

d) **Academic distinction with monetary award:**
   i. Rector's Merit,
   ii. Chancellor's Merit,
   iii. "For the University of Pannonia" Certificate of Recognition

e) **Academic distinction without monetary award:**
   i. University of Pannonia Memorial Medal for Service,
   ii. Pannonia Award for Higher Education,
   iii. Pannonia Award,
   iv. Media Award

f) **Academic title of recognition:**
   i. Visiting Professor

(5) **Titles that may be awarded by the Senate** of the University on the basis of the NHEAct and Government Decree 387/2012 (XII.19.) on doctoral schools, the rules of doctoral procedures and habilitation:

a) Honorary Doctorate (Doctor Honoris Causa) and Honorary Professor (Professor Honoris Causa) titles,
b) Professor Emeritus/Emerita title,
c) The title of private professor, honorary university professor, honorary associate professor, master teacher,
d) Title of master teacher.

(6) The awarding of honours and titles established by the Senate is the responsibility of the Senate, the **Rector's Merit** is awarded by the Rector and the **Chancellor's Merit**

by the Chancellor. In the case of non-university awards, the Senate shall decide on the recommendation for recognition.

(7) The Rector, the Chancellor and the heads of the comprehensive organisational units may propose awards and titles.

(8) Proposals will be assessed by the **Awards Committee**, with the exception of honours and titles which are referred to competence of another body by the regulation.

(9) **The composition of the Awards Committee**: the Chair is the Rector of the University, the Secretary is the head of the DHRM and the members are: the Chancellor, the Directors of the University Centres, the Deans of the Faculties, the representative of the Works Council, the representatives of the representative trade unions and the President of the SUUP. The Committee has a quorum when more than half of its members are present. A vote will be valid if at least half of the members present plus one vote are in agreement or in the case of a tie, in which case the Chair will have the casting vote.

(10) The Senate decides on all proposals by **secret ballot**.

(11) Based on the decision of the Senate, the proposal for the award must be submitted by the Rector of the University to the awarding body. The awards conferred by the Rector or by the Senate in the academic area must be presented by the Rector, and the awards conferred by the Chancellor or by the Senate in the Chancellor's organisation must be presented by the Chancellor in a ceremony.

(12) The proposer must provide the funds for the money and the prize for the award of any honour or title. Exceptions are the Rector's and the Chancellor's Merits awarded at the Rector's own discretion in the absence of a proposal.

(13) The faculties/university centres may – with the prior approval of the Senate – establish and confer awards and titles at their own discretion. The system of faculty/university centre honours must be consistent with the hierarchy of university honours. The amount of the prize money for an honour in the same

faculty/university centre category as the university category must reflect its hierarchical position in relation to that university category. The procedures for the award of faculty/university centre honours and titles must be laid down in the Organisational and Operational Rules of Procedure of the faculties/university centres.

*(14) The description of the "Honours and titles established by the Senate of the University and titles that may be conferred by the Senate of the University on the basis of the NHEAct and the relevant Government Decree" is set out in Annex 5.*

## Honorary certificates

### 75. §

(4) The faculties of the University may award gold, diamond, iron or ruby honorary certificates to former students who received their degrees from the institution or its legal predecessor fifty, sixty, sixty-five or seventy years ago and who have been outstanding in their field of specialisation or in other areas of social life for a long period of time and whose conduct is worthy of public recognition and who have thus enhanced the reputation of the University.

(5) The honorary certificates are awarded by the Deans of the (legal predecessor) faculties at a ceremony.

(6) The council of the faculty – or its legal predecessor – that issued the degree will decide on the awarding of honorary certificates on the basis of the documents on file with the competent organisational unit of the University/faculty.

## Order of placement of monuments, sculptures and paintings

### 76. §

(1) Monuments, sculptures and paintings (collectively referred to as "artwork") may be placed on the University premises based on the proposal of the Rector, Chancellor, Dean, Director General, Campus Director, or Students'

Union of the University of Pannonia. The Chancellor's consent is required in all cases regarding the costs and placement. The Awards Committee shall give its opinion on the proposals.

(2) In the case of a deceased employee, the consent of the relative(s) is required before the creation of the artwork.

(3) An artwork may be created for or about a person who has significantly contributed to the development of the University through their work during their lifetime, or who has played a key role in the university community (e.g., former rector).

(4) It is mandatory to place a commemorative plaque on the sculptures, the text of which must be submitted in the proposal referred to in paragraph (1).

(5) The University shall commission paintings of the former rectors of the University.

(6) The commissioning and inauguration of the artwork is organized by the Directorate of Communication. The Directorate of Communication is responsible for creating a uniform image for the artworks.

*The forms related to this chapter are available on the DHRM's website:*

– *Award Proposal Form.*

# PART SIX
# THE UNIVERSITY'S FRINGE BENEFITS SYSTEM

## Low-value gifts

### 77. §

(1) If the University's financial situation allows it, once a year (before Christmas) the University may provide a low-value gift to its full-time employees (excluding those employed under a student employment contract), up to a maximum amount not exceeding 10% of the current minimum wage.

(2) Employees are not entitled to a low-value gift if, at the time of granting the benefit, they

a) are serving their probationary period,
b) are on unpaid leave exceeding 30 days,
c) are serving their notice period or garden leave period.

(3) In the case of part-time employment, the benefit must be granted proportionally to the employee.

## Loyalty bonus

### 78. §

(1) The University pays a **loyalty bonus** to full-time employees on the occasion of the **5th, 10th, 15th, 20th, 25th, 30th, 35th, 40th, 45th and 50th anniversary** of their employment with the University.

(2) Only the time spent at the University of Pannonia and at its legal predecessor may be taken into account for the calculation of the loyalty bonus. **When calculating the qualifying period, the following are not included:**

a) the period of previous and already terminated employment with the University and its legal predecessors prior to the commencement of the current legal relationship,
b) the duration of the contract of agency concluded with the University,
c) the duration of maternity leave,
d) the period of unpaid leave,
e) period of incapacity for work exceeding three months, counted from the first day of incapacity (except for incapacity resulting from a workplace accident not attributable to the employee).

(3) The **basis for the loyalty bonus** is the maximum base salary corresponding to the Hay grade of the job position valid at the time of entitlement.

(4) **Amount of the loyalty bonus**:

| Type of loyalty bonus | Amount of loyalty bonus |
|---|---|
| 5, 10, 15 years | maximum **1 month** amount of the base salary corresponding to the Hay grade of the relevant job position |
| 20, 25, 30 years | maximum **2 month** amount of the base salary corresponding to the Hay grade of the relevant job position |
| 35, 40, 45, 50 years | maximum **3 month** amount of the base salary corresponding to the Hay grade of the relevant job position |

(5) For employees employed in split positions, the maximum base salary corresponding to the job position at the higher Hay grade will serve as the basis for the loyalty bonus.

(6) An employee shall not be entitled to a loyalty bonus if he or she previously received a **retention bonus or jubilee bonus deemed equivalent to the loyalty bonus**. For the purposes of assessing eligibility for payment, the following shall be considered equivalent:
a) the 5-year loyalty bonus and the 3-year retention bonus
b) the 10-year loyalty bonus and the 7-year retention bonus
c) the 20-year and 25-year loyalty bonuses and the 25-year jubilee bonus

d) the 30-year and 35-year loyalty bonuses and the 30-year jubilee bonus

e) the 40-year and 45-year loyalty bonuses and the 40-year jubilee bonus.

| Type of loyalty bonus | Amount of bonus | Retention bonus / jubilee bonus deemed equivalent | Amount of the jubilee bonus under the Act on the Legal Status of Public Servants |
|---|---|---|---|
| **5 years** | max. **1-month** base salary corresponding to the Hay grade of the relevant job position | **3 years** | -- |
| **10 years** | max. **1-month** base salary corresponding to the Hay grade of the relevant job position | **7 years** | -- |
| **15 years** | max. **1-month** base salary corresponding to the Hay grade of the relevant job position | -- | -- |
| 20 years | max. **2-month** base salary corresponding to the Hay grade of the relevant job position | 25 years | 2 months' basic salary |
| 25 years | max. **2-month** base salary corresponding to the Hay grade of the relevant job position | 25 years | 2 months' basic salary |
| 30 years | max. **2-month** base salary corresponding to the Hay grade of the relevant job position | 30 years | 3 months' basic salary |
| 35 years | max. **3-month** base salary corresponding to the Hay grade of the relevant job position | 30 years | 3 months' basic salary |
| 40 years | max. **3-month** base salary corresponding to the Hay grade of the relevant job position | 40 years | 5 months' basic salary |
| 45 years | max. **3-month** base salary corresponding to the Hay grade of the relevant job position | 40 years | 5 months' basic salary |
| 50 years | max. **3-month** base salary corresponding to the Hay grade of the relevant job position | -- | -- |

(7) **An employee shall not be entitled to a loyalty bonus:**

a) if employment is carried out alongside receipt of a pension,

b) if the employee became entitled to an identical retention bonus by 31st December 2025,

c) if the employee is entitled to the same jubilee bonus until 31st August 2026,

d) if the termination of the employee's employment was initiated in writing by the employee or the employer before the payment was due (with the exception of termination due to retirement).

## Social, welfare and bereavement allowances

### 79. §

(1) The University, within its means, supports the social and welfare needs of its employees and the improvement of their living conditions and, in certain cases, provides bereavement allowance. The overall amount for the allowances/benefits and contributions must be determined by the Senate in the budget for the year in question, taking the opinion of the representative trade unions and the Works Council into account. The overall amount must be proposed by the DHRM with the support of the Works Council and the Chancellor.

(2) The employer and the Works Council must jointly decide on the use of the social, welfare allowances/benefits and bereavement allowances and contributions provided for in this regulation and on the utilisation of institutions and real property of this kind.

(3) The following are considered **social, welfare and bereavement allowances:**

a) social benefit,
b) expenditure on health maintenance activities,
c) loans for home construction, purchase, extension or modernisation,
d) temporary accommodation in university housing options,
e) funeral contributions, allowance,
f) a gift package for the employee upon the birth of a child (or children),
g) a gift package for the employee upon entering into their first marriage.

(4) Employees who are on unpaid leave for other reasons (other than childcare) are not entitled to social, welfare and bereavement allowances.

(5) The DHRM is responsible for the performance, coordination and implementation of tasks related to social, welfare and bereavement allowances at the University.

(6) The DHRM must draw up a plan – in the light of the relevant tax laws and University's budget approved by the Senate – for the use of the appropriations for social, welfare and bereavement expenditure by title and the conditions of the allowances to be granted within the appropriations, which must be decided by the Chancellor, taking the opinion of the Works Council into account.

(7) By 15th November each year, the DHRM must propose the use of the remaining amount of the appropriations set aside for social, welfare and bereavement purposes, which must be decided jointly by the Chancellor and the Works Council.

(8) The DHRM

a) within the framework of the Housing Construction Fund Account, makes a proposal for the amount of the housing loan to be granted by the employer, taking the applicable legislation in force into account,
b) makes a proposal for the rent for university housing options every year, taking the opinion of the Technical and Operational Directory into account,
c) gives an opinion on applications for university housing and makes proposals to the Chancellor in the decision-making process.

(9) The DHRM must keep a record of the use of the expenditure provided for social, welfare and bereavement purposes and of the support granted from the Housing Construction Fund Account, and must prepare an annual report, which it must send to the Chancellor and the Works Council for their information.

## Social allowance

### 80. §

(1) The basic function of social allowances is to provide assistance from the University's budget to provide partial compensation for full-time employees and their families against unexpected events that seriously affect their financial situation. The

maximum net amount of social allowance per employee per year is HUF 100,000. Each application for social allowance is assessed on an individual basis. On the basis of the employee's application, the DHRM proposes the amount of the allowance to be paid and the Chancellor decides on it.

(2) **Social allowance may be granted:**

a) in the event of unexpected events which seriously affect the financial situation of the employees,
b) for persons on sick leave for more than one month,
c) for employees suffering from a chronic illness,
d) for the parent of a child with a chronic illness in the household.

## Activities and allowance for health maintenance

### 81. §

(1) The University organises **preventive screening examinations** for health maintenance purposes, free of charge or at a reduced price, to determine the state of health of its employees and the need for further examinations.

(2) The Institute of Physical Education and Sports organises sports activities for employees free of charge or at a reduced price.

## Loan for home construction, purchase, extension and modernisation

### 82. §

(1) The University may support employees by providing **interest-free loans** for the purchase, construction, extension and modernisation of real estate.

(2) The amount of the loan is paid from the Housing Construction Fund Account established by the University and held with a credit institution. The Housing Construction Fund Account may not be used for any other purpose.

(3) A housing loan may be granted to an employee **no more than twice** during his or her employment.

(4) The University will grant a loan only if the interest-free loan does not give rise to taxable income for the employee as a result of the fact that the loan is interest-free.

(5) An interest-free employer's loan from the **Housing Construction Fund Account** may be granted – subject to the availability of funds – to a full-time employee who has been employed by the University for at least 2 years and for an indefinite period of time at the time of application and who intends to use the loan

a) for the construction of a home (residential house) to be owned by the employee;
b) for the purchase of a home (residential house) to be owned by the employee; (in such a case, the employer will pay the loan directly and exclusively to the seller of the home (residential house));
c) for the extension of a home (residential house) owned by the employee by at least one room, for the construction of an extension;
d) for the modernisation of a home (residential house) owned by the employee in accordance with the applicable legislation.

(6) Loans can be applied for by submitting a loan application form, which is available on the page of the DHRM on the University's website. A copy of the annexes indicated on the application form (planning permission, simplified registration documentation and budget in the case of the construction of a new residential building with a total useful floor area not exceeding 300 sqm; contract of sale in the case of purchase) must be enclosed with the application. The extension or modernisation of the home must be supported by a planning permission, budget, documentation or other credible means.

(7) The Chancellor decides on the applications submitted, taking the proposal of the DHRM into account. In assessing applications, priority must be given to applicants who do not own their own property, however, other criteria may also be taken into account.

(8) The following criteria are also taken into account when granting a loan:

a) social situation, wealth,
b) housing conditions, legitimate housing needs,
c) workplace performance and conduct,
d) aspects related to human resources.

(9) Members of a married couple working at the institution and applying for a loan for the same purpose must be treated equally, however, their shared situation must be taken into account in the assessment of their applications.

(10) The upper limit of the amount of the interest-free loan is set annually by the Chancellor on the proposal of the DHRM.

(11) The employee must repay the loan received from the Housing Construction Fund Account interest-free, in monthly instalments, over the agreed repayment period (a maximum of 6 years).

(12) The home owned or to be owned by the employee must be used as security for the loan until it is repaid. The property subject to a mortgage of the institution may not be sold or encumbered before the loan is repaid without the prior consent of the institution. If it is not possible to register a mortgage, the University will be entitled to terminate the agreement already concluded.

(13) The time limits will start to run from the date of signature of the agreement or disbursement of the loan.

(14) In the event of late repayment of the loan, the relevant provisions of the Civil Code shall apply to the payment of interest. Interest on late payment will be credited to the Housing Construction Fund Account.

(15) If the instalments are not paid for 3 consecutive months, the institution will have the right to demand repayment of the loan in one lump sum.

(16) The employee must remain employed by the University for a period equal to the repayment period.

(17) In the event of termination of the employment of an employee who has taken out a loan before the date specified in the agreement, the Employer terminates the agreement and claims repayment of the outstanding loan balance in a lump sum as of the date of termination.

(18) The employer will check whether the dwelling is used for housing purposes. The use of the loan can be verified subsequently by:

a) a fully documented seller's declaration or other document proving the payment of the purchase price to the seller in the case of the acquisition of the ownership of the dwelling and the right to use the land attached to the dwelling,

b) a valid planning permission or simplified registration documentation and an invoice issued to the individual or a close relative of the individual as defined in the Civil Code, evidencing the use of the amount of the loan in the case of the construction, building, extension or modernisation of a dwelling or the repayment of a housing loan taken out for such purpose, if required by law.

(19) The costs related to the provision of an interest-free housing loan must be borne by the employee.

## Temporary accommodation in university housing

### 83. §

(1) The University will, as far as possible, ensure university housing for employees whose settlement in or around the University's headquarters/premises is in the long-term interest of the University. If a foreign national applies for university housing, the accommodation may be occupied after entry into Hungary, even before the employment relationship is established, subject to prior authorisation.

(2) **The period of accommodation in university housing may not exceed 1 year**, which may not be extended.

(3) **In the case of foreign nationals**, the **maximum** period of staying in university housing is **2 years** (stay may be extended until the expiry of the 2 year-period in the case of foreign nationals).

(4) Receiving university housing accommodation is subject to a **letter of support from the supervisor** of the employee requesting the university housing.

(5) The Chancellor decides on application submitted, taking the DHRM's opinion into account.

## Bereavement allowance

### 84. §

(1) On the basis of the **obituaries** and official notifications received by the University, the DHRM informs the organisational unit(s) concerned.

(2) The University **will provide funeral honours** for

a) an employee was in full-time employment with the University until the date of death, or
b) a person who had been employed by the University for at least 10 years and whose employment was terminated due to retirement.

(3) The University will provide the following allowances as part of the **funeral honours**, after prior consultation with the relatives of the deceased person:

a) publication of the obituary on the University's website,
b) the display of a black flag on the main building on the day of the funeral and the day before,
c) placing a wreath at the funeral on behalf of the University,
d) in the case of a funeral in the countryside, travel allowance, in justified cases, if at least 10 employees of the university indicate their intention to attend,
e) part of the funeral costs (up to a maximum of HUF 30,000 net) will be paid by the University on a case-by-case basis in the form of a **funeral**

**contribution**, which must be paid primarily to the funeral service provider on the basis of a request to that effect (if this is not possible, the funeral bill issued to the spouse or a direct relative will be reimbursed in part subsequently).

(4) If the **employment relationship of the deceased person has ceased due to retirement**, the University will take the following measures:

a) publication of the obituary on the University's website,
b) the display of a black flag on the main building on the day of the funeral and the day before,
c) placing a wreath at the funeral on behalf of the University.

(5) In the event of the death of a relative of a University employee (only within the meaning of this Section: spouse; adopted, own, step- and foster child; own, adoptive, step- and foster parent), the University will contribute to the funeral expenses by providing **funeral allowance** up to a net amount of HUF 100,000. If more than one employee with the above-mentioned dependent status applies for the funeral allowance, the maximum amount payable to the employees is the above-mentioned amount (divided equally). The funeral allowance may be paid by bank transfer on the basis of the **application of the employee(s) concerned and its/their obligatory enclosures** (death certificate, invoice issued to the applicant, document proving the degree of relationship).

(6) The amount of the funeral contribution/allowance is proposed by the DHRM. In the academic area, the Rector decides with the agreement of the Chancellor; in the Chancellor's organisation, it is the Chancellor who decides.

(7) The DHRM is responsible for the implementation of the measures.

(8) The Rector (with the agreement of the Chancellor) or the Chancellor may, in individual cases, deviate from the regulation with regard to the extension of the scope of measures.

## Gift package for the employee for the birth of a child/children

85. §

(1) An employee may receive a gift package upon the birth of a child, consisting of a voucher worth HUF 20,000 and University of Pannon branded gift items.

(2) The benefit may be claimed within 4 months following the child's birth upon presentation of the birth certificate.

(3) The DHRM is responsible for the administration of this benefit.

## Gift package for the employee's first marriage

86. §

(1) An employee may receive a gift package upon entering into his or her first marriage. The gift package includes a decorative box of pálinka selected by the University.

(2) The benefit may be claimed within 3 months following the marriage upon presentation of the marriage certificate.

(3) The DHRM is responsible for the administration of this benefit.

*The forms related to this chapter are available on the DHRM's website:*

- *Application Form for Housing Loan to Be Provided by the Employer,*
- *Social Allowance Application Form,*
- *Funeral Allowance Application form.*

## INTERPRETATIVE PROVISIONS

### 87. §

For the purposes of the ERS

*Employment Requirement System*: a set of internal, binding rules governing the employer-employee relationship, the requirements for filling specific positions, the procedure for assessing applications, performance requirements and other contractual work-related legal relationships.

*Employment relationship:* a legal relationship between an employer and employee created by an employment contract.

*Contract of employment:* a contract under which the employee undertakes to work for and in the interest of the employer and to be available for work, while the employer undertakes to employ the employee and pay him or her wages.

*Employer:* a person having a legal capacity who employs an employee on the basis of an employment contract.

*Person exercising primary employer's rights*: those in senior positions who have the right of representation in the University's Statutes.

*Employee*: a natural person who works under a contract of employment.

*Young employee*: any employee who has not yet reached the age of 18.

*Letter of appointment:* a preparatory document for measures relating to the exercise of the employer's rights in the field of employment, such as measures creating, modifying or terminating an employment relationship, the purpose of which is to define the exact details and conditions of the request for a measure ordered by the employer and to make a commitment. As a general rule, the letter of appointment can be initiated via the HR-IT electronic system.

*Teaching lecturer*: a person performing teaching activities under an agency relationship as defined in the NHEAct. A prerequisite for the appointment as a teaching lecturer is that the nature of the activity allows this and that the time spent on the work performed may not exceed sixty percent of the total working time.

*Employees in miscellaneous positions*: employees other than lecturers/researchers/teachers who support the core activity of the University from an administrative or professional perspective.

*Internal promotion*: an amendment to the employment contract of a person employed by the University with the aim of reclassifying the employee to a higher level position.

*Public application procedure:* The public application procedure is also open to people not employed by the University.

*Assessment Committee*: the body which, in the cases provided for in the ERS, assesses and ranks valid applications submitted for open positions as requested by the primary employer.

*Work schedule:* An employee's work schedule is a system of rules according to which the employer allocates the employee's working time on calendar days or weeks. The work schedule of an employee or group of employees is always adapted to the employer's activity for which the individual or group is employed.

*Working time:* the time from the beginning to the end of the period of work and the duration of the preparatory and finishing activities related to the work.

*Non-working time*: the duration of the journey from the employee's domicile or habitual place of residence to the place of actual work and from the place of work to the employee's domicile or habitual place of residence.

*Daily working time*: full-time working hours or part-time working hours, as determined by the parties or by a rule governing the employment relationship.

*Scheduled daily working time:* the normal working hours for a working day.

*Full daily working time:* eight hours a day (generally a full day's work).

*Employee's own car*: A vehicle owned by a private individual is a vehicle owned by the private individual, the ownership of which must be evidenced by a registration certificate issued by the transport authority or, if the registration certificate is revoked, by a certificate issued by the transport authority. Furthermore, for the purposes of the Act on Personal Income Tax, and thus also for the purposes of the ERS, a closed-end leased vehicle is also considered to be the employee's own car, and a car owned or taken on a closed-end lease by a close relative is also considered to be the employee's own car in this respect.

*Daily commute to work:* daily journeys or, depending on the work schedule, regular and occasional journeys between the employee's domicile or habitual place of residence and the place of work.

*Journey home:* travel to and from the place of work to the employee's domicile not more than once a week or up to four times a month if the working hours are different from the normal working hours.

*Domicile:* the address of the home in which the employee lives or resides.

*Habitual place of residence:* the address of the apartment in which the worker is temporarily staying for work purposes without intending to leave his or her domicile permanently.

*Institutional company*: a company as defined in Section (2) of Article 88 of the NHEAct.

*Relative*: a close relative, the life partner, the spouse of a direct relative, the spouse's direct relative and sibling and the spouse of a sibling (in accordance with the relevant provisions of the Civil Code and the Labour Code).

*Close relative*: the spouse, a direct relative, the adopted, step- and foster child, the adoptive, step and foster parent and a brother or sister (in accordance with the relevant provisions of the Civil Code and the Labour Code).

*Employee considered to be retired*: an employee who is retired under the provisions of the Labour Code is an employee who

a) has reached retirement age and have completed the period of service required for an old-age pension (entitlement to an old-age pension),
b) receives an old-age pension before reaching retirement age,
c) receives old-age or disability pension benefit (pension) under the Government Decree on the benefits paid by the Public Foundation for Hungarian Artists,
d) receives a church or denominational pension from a church as a legal entity,
e) receives an old-age or invalidity pension,
f) receives an increased old-age or invalidity pension.

*Internal training:* training organised by the University for its own employees, within its own organisational system (with the involvement of its permanent or contracted employees), using internal resources. It is held locally, easier to organise, can be monitored on a continuous basis and cost-efficient. Internal training can take two forms:

a) for the purpose of acquiring the knowledge essential to the performance of the job duties (initial training, training in the specific organisational features of the University, e.g. NEXON software, Poseidon filing system, HR-IT, PETER, Neptun, PANKA, procurement system, internal regulations, etc.)
b) for the purpose of acquiring skills to support the performance of job duties (e.g. IT skills, business skills, language courses, etc.)

*External training:* the organisation and delivery of education and training from external resources for the employer's own employees through a procurement procedure, which may include:

a) professional (further) training (professional days, conferences, courses, etc.),
b) competency development training,

c) formal/non-formal education.

*Onboarding process*: the period of the first months after the employee joins the company, usually ending at the end of the probationary period. The onboarding process includes a 'welcome package', a job description, initial training, integration of the new employee into the work environment and culture and a checkpoint feedback system. The process is designed to motivate new employees, who are more likely to commit to the workplace for the long term and to ensure successful integration and effective performance, and is expected to increase employee performance. The process helps assess and shape the employee's professional competencies and attitude.

*Welcome package*: a collection of key information about working for the University, a summary of access to key documents and a description of the University services available to the employee.

*Initial training:* aims to introduce new employees to the organisational culture as part of the 'onboarding' process. During the initial training, they will be introduced to the history and structure of the University, the nature of the organisation, its norms, internal rules, the functioning and processes of the organisational unit and the University, and last but not least, the specific position.

*Unplanned training:* training which is not included in the budget for the current year but which became necessary during the year.

*Human resources:* are the organisation's greatest assets, so the employees who make up human resources must be constantly developed.

*Skills development training:* Not only does it convey knowledge, but also helps to explore and understand deeper contexts and provides an opportunity to program desirable attitudes

(mindset, behaviour). It makes communication more seamless, raises awareness of the division of roles in maintaining group dynamism, improves conflict management culture and, through norms, enhances self-regulatory, decision-support processes.

*Leadership training:* It aims to develop various leadership skills such as people management, motivation, persuasion, operational skills, competencies, organisation building, change management, creativity, personal development, etc. Another very important area of leadership training is identifying and preparing new talents.

*Internal mobility:* the possibility of moving within the organisation, internal promotion, career development.

*Employee master number*: the employee's unique identification number in the electronic register kept by the DHRM.

*Job level*: the hierarchical positioning of jobs in the organisation established by job analysis or job assessment, which also provides a system of scores to determine the monetary value of jobs relative to each other.

For the purposes of Part two, Chapter VI:

*Organisational unit responsible for theoretical education:* any faculty, comprehensive organisational unit or organisational unit of the University that provides the theoretical education in accordance with the curriculum for students participating in dual education;

*Internal Dual Training Site:* any faculty, comprehensive organisational unit or organisational unit of the University that provides practical professional opportunities in the relevant field in accordance with the curriculum for students participating in dual education, or where

the dual student receives practical training. The list of Internal Dual Training Sites is available on the Dual Training Centre website (dualis.uni-pannon.hu);

*Term time:* the period for the current academic year as specified in the annex of the University circular;

*Candidate:* a person who submits an application by the deadline on the felvi.hu website for a programme offered in dual form at the University of Pannonia and receives direct information about the dual training opportunities at the University of Pannonia;

*Student:* a natural person who has student status at the University of Pannonia;

*Written notification:* communication in the form of e-mail;

*Dual practical supervisor:* a mentor designated by the Internal Dual Training Site who supervises the professional work of the dual student;

*Dual (internal) consultant:* a programme leader or a person designated by them who coordinates the creation of the Approved Dual Training Programme;

*Approved Dual Training Programme:* the supplemented curriculum of the programme, which also records the tasks to be performed at the Internal Dual Training Site.

## TRANSITIONAL AND IMPLEMENTING PROVISIONS

### 88.§

This Employment Requirement System, which forms Part II of the Organisational and Operational Rules of the University of Pannonia, shall enter into force on 1st August 2026, at the same time the Employment Requirement System approved by Senate Resolution 191/2025. (XI.27.) and the Employment Requirement System adopted by Senate Resolution 148/2026. (VII.13.) shall be repealed.

Dated in Veszprém, on 31st July 2026

This Employment Requirement System was adopted by the Senate by its Resolution 150/2026. (VII.31.).

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|---|---|
| Dr. János Abonyi m.p. | Zsolt Csillag m.p. |
| Rector | Chancellor |

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