

## Methodological Guideline of the Dean of the Faculty of Science, Masaryk University

### PROCEDURES FOR RESOLVING PROBLEMS RELATING TO PERFORMANCE, WORK DISCIPLINE AND CONTRACT TERMINATION

*(version effective from 1 November 2023)*

#### Article 1

##### Subject of the Guideline

- (1) The objective of this Methodological Guideline of the Dean is to ensure uniform approach of supervisors and the HR Department of the Dean's Office within the prevention of labour-law disputes and in the case of termination of labour-law relationships.
- (2) The provisions of this Methodological Guideline apply to employees who are assigned regular positions at the Faculty of Science of Masaryk University for the performance of their work. The Guideline applies analogously to other employees of Masaryk University who perform work for the Faculty of Science or are directly subordinate or superior to an employee who is assigned a regular position at the Faculty of Science.
- (3) The purpose of the Methodological Guideline is to create a brief guidance for supervisors and the HR Department of the Dean's Office on how to deal with issues in labour-law relationships in order to ensure a transparent and predictable environment for employees and strategic development according to the recommendations of the international committee for evaluation of research quality carried out in 2022.
- (4) All procedures followed by supervisors and the HR Department of the Dean's Office must comply with Act No. 262/2006 Coll., the Labour Code, internal regulations of Masaryk University and the Faculty of Science, as well as other employer regulations.

#### Article 2

##### Definitions

- (1) **Supervisor:** The head of a workplace or an employee's direct superior authorised to perform the given activity by the head of the workplace or the Organisation Rules of the workplace.
- (2) **HR Department of the Dean's Office:** The department of the Dean's Office of the Faculty of Science, Masaryk University which provides for personnel administration of the Faculty pursuant to the Organisation Rules of the Faculty of Science of Masaryk University.
- (3) **Faculty:** Faculty of Science, Masaryk University.

## Article 3

### Principles of Conduct of Supervisors

- (1) Supervisors must be aware that, in all dealings with subordinates, they represent the employer and act in relation to their subordinates on behalf of the employer.
- (2) Supervisors should always base their conduct towards subordinates primarily on the assumption that the subordinates' interest is to perform their job to the best of their ability.
- (3) Supervisors must always act on the basis of objectively demonstrable facts. Their conduct must be transparent, predictable and comprehensible for the employees.
- (4) Supervisors must communicate any objections as well as expectations in relation to the subordinates' work performance via the employer's communication channels. For this purpose, supervisors have access to, e.g., the EVAK electronic application. [https://is.muni.cz/auth/do/mu/Uredni\\_deska/Predpisy\\_MU/Prirodovedecka\\_fakulta/Smer\\_nice/SD2019-05/](https://is.muni.cz/auth/do/mu/Uredni_deska/Predpisy_MU/Prirodovedecka_fakulta/Smer_nice/SD2019-05/). In most cases, honest feedback and justification of the employer's procedures are sufficient to help the employee deliver proper work performance. However, the feedback must be provided fairly and constructively and must be relevant and free of any inappropriate subjective evaluation.
- (5) In some situations specified below, supervisors may consult the HR Department of the Dean's Office or the Faculty lawyer. Supervisors may request that the Faculty management authorise an esteemed member of the academic community as a mediator for communication with a subordinate.
- (6) The HR Department of the Dean's Office is obliged to inform the Dean of the Faculty and the head of the relevant workplace that it has commenced activities on the basis of an instigation of a supervisor.

## Article 4

### Keeping Proper Records of Labour-law Documents

- (1) In order to ensure a stable and secure position in dealing with an employee, the existing labour-law documents must comply with the requirements of the legal regulations, internal regulations and the employer's standards, and must reflect the employee's actual work performance. Within administration of labour-law documents, it is necessary to ensure that:
  - both parties' signatures on labour-law documents (employment contract, agreement on amendment to employment contract, appointment, removal, agreement to perform work, agreement to complete a job) are dated either on the date of commencement of the employment or the date as of which the amendment is agreed;
  - no work has been performed without labour-law documents signed by both parties;
  - the employer's sample labour-law documents were used and any deviations therefrom were consulted with the HR Department of the Dean's Office and the Faculty lawyer;
  - the employee has been acquainted with the applicable internal regulations of the employer;
  - a trial period and a fixed-term employment were negotiated under the conditions laid down by the Labour Code and the Collective Bargaining Agreement;
  - sufficient attention was paid to pre-contractual communication and the complexity and required outcomes of the work, and that working conditions have been communicated transparently;

- the employee has been acquainted with the job description in accordance with the duties of supervisors laid down in Article 4 of Faculty Directive No. 1/2019, System of Positions and Job Titles at the Faculty of Science MU.
- (2) The intention to modify or terminate employment, as well as any situations that have the potential to result in modification or termination of employment, must be consulted with the HR Department of the Dean's Office, which is prepared to provide professional assistance.
  - (3) In the case of a modification or termination of employment, an agreement is preferred over unilateral legal acts by the employer.
  - (4) It is necessary to check with the HR Department of the Dean's Office whether the termination of employment needs to be discussed with the relevant trade union organisation.
  - (5) In the case of a modification or termination of employment, a supervisor or an employee authorised by the supervisor will ensure handover of the job tasks and entrusted items and work equipment. For this purpose, the supervisor may contact the Dean's Office staff, especially the Property and Investments Accountant, the Office for Information and Communications Technologies and the Facility Management Department.

#### Article 5

##### Options of Termination of Employment under the Methodological Guideline

- (1) The employment may be terminated:
  - a) during the trial period on instigation of the employee (Section 66 of the Labour Code);
  - b) during the trial period on instigation of the employer (Section 66 of the Labour Code);
  - c) upon expiry of a fixed term (Section 65 of the Labour Code);
  - d) by agreement (Section 49 of the Labour Code);
  - e) by notice given by the employee (Section 50 *et seq.* of the Labour Code);
  - f) by notice given by the employer (Section 50 *et seq.* of the Labour Code);
  - g) by summary dismissal by the employer (Section 55 of the Labour Code);
  - h) by summary dismissal by the employee (Section 55 of the Labour Code);
  - i) by termination of employment established by appointment (Section 73 *et seq.* of the Labour Code).

#### Article 6

##### Termination of Employment during Trial Period

- (1) Pursuant to Section 66 of the Labour Code, both the employee and the employer may terminate the employment at any time during the trial period on any grounds or without stating a reason. The employer may not terminate the employment during a trial period in the first 14 calendar days of an employee's temporary unfitness to work (quarantine).
- (2) If the notice of termination of employment is given by the employee, it is necessary to ensure that this information is delivered to the HR Department of the Dean's Office without delay.

- (3) A proposal for termination of employment during the trial period is submitted by the supervisor; the HR Department of the Dean's Office ensures approval of the proposal and draws up a written notice of termination of employment during the trial period. The supervisor or an authorised employee ensures that the notice is delivered to the employee and that the employee confirms its receipt not later than on the last day of the trial period.
- (4) The grounds for termination of employment during the trial period by the employer cannot be discriminatory (judgement of the Supreme Court 21 C until 2410/2020).

#### Article 7

##### Termination of Employment upon Expiry of a Fixed Term (Section 65 of the Labour Code)

- (1) The HR Department of the Dean's Office notifies the supervisor 3 months before expiry of the agreed term of employment together with information on whether the labour-law regulations allow for further prolongation of the employment relationship (how many times and for what period the employment may be repeatedly concluded for a fixed term).
- (2) Within 14 days of receipt of the information pursuant to the preceding paragraph, the supervisor informs the HR Department of the Dean's Office whether he/she proposes:
  - a) termination of employment upon expiry of a fixed term;
  - b) extension of the employment for a fixed-term, including proposed duration of the fixed term;
  - c) extension of the employment for an indefinite term.
- (3) According to the solution proposed, the HR Department of the Dean's Office draws up one of the following:
  - a) notice of termination of employment upon expiry of a fixed term;
  - b) agreement on amendment to the employment contract.
- (4) The HR Department of the Dean's Office submits the relevant labour-law document to the head of the workplace.
- (5) The supervisor shall discuss the solution proposed with the employee at least 2 months before expiry of the fixed term and shall also provide for execution of the agreement on amendment to the employment contract or the confirmation of receipt of the notice of termination of employment upon expiry of the fixed term.
- (6) If it is proposed that the employment be terminated upon expiry of a fixed term and it is likely that the employee will request explanation and object that the decision is unjustified, the head of the department and an HR Department representative will also be present during the discussion with the employee together with the supervisor.
- (7) Pursuant to the provisions of the Collective Bargaining Agreement, the employer is obliged to discuss, at the employee's request, the possibility of extending the employment relationship for a fixed term within 15 days of the date of delivery of the employee's request for discussion.
- (8) In the case of termination of employment upon expiry of a fixed term, the supervisor is obliged to ensure that the employee does not continue to perform any work for the employer after the termination of the employment and that the employment is thus not transformed into employment for an indefinite term.
- (9) If circumstances require the employee to continue to perform work after the termination of the employment, an agreement on work performed outside employment will be concluded for that work.

## Article 8

### Termination of Employment by Agreement (Section 49 of the Labour Code)

- (1) If an employment is about to be terminated, an agreement will always be the preferred option of termination.

#### The proposal is filed by the employee

- (2) If a proposal for termination of employment is filed by the employee, the supervisor will state whether he/she agrees with the termination of the employment by agreement and with the proposed terms and conditions of the agreement, including the date of termination of the employment. The HR Department of the Dean's Office draws up an agreement on termination of employment and ensures that the agreement is signed by both parties.
- (3) If agreement is not reached as to the manner of termination of employment or the contents of the agreement, the supervisor and the HR Department of the Dean's Office will negotiate a solution with the employee that suits both parties so that the agreement can be concluded.

#### The proposal is filed by the employer

- (4) If the employer proposes termination of employment by agreement, the supervisor will discuss the proposal to conclude such an agreement with the employee. The supervisor is obliged to clearly formulate the conditions of termination of the employment and act fairly and avoid any conduct that could be perceived as coercion.
- (5) If the employer is unable to continue employing the employee (there is a ground for termination of employment) and the employee disagrees with the termination of the employment by agreement, the employer will commence negotiations on unilateral termination of employment.

## Article 9

### Termination of Employment by Notice given by the Employee

- (1) A supervisor who has received a notice of termination from an employee is obliged to deliver the document to the HR Department of the Dean's Office without delay.
- (2) The HR Department of the Dean's Office confirms to the employee in writing the receipt of the notice of termination, informs the employee about the date of termination of the employment and about the obligations that arise for the employee in connection with the termination (handover of job tasks, equipment and entrusted items, exhaustion of annual leave, etc.)

## Article 10

### Termination of Employment by Notice given by the Employer

- (1) The employer may give notice to an employee only on the grounds specified in Section 52 of the Labour Code. The employment terminates upon expiry of the 2-month notice period.
- (2) Pursuant to Section 53, the employer may not give notice to an employee:
  - at a time when quarantine is imposed on the employee or the employee is found temporarily unfit to work, unless he/she has intentionally caused such unfitness or

unless the unfitness arose as a direct consequence of the employee's drunkenness or abuse of addictive substances, and at a time from lodging an application for treatment in an in-patient facility or from the commencement of spa treatment to the time of termination of the treatment; in case of tuberculosis, this period of protection is extended by 6 months after release from in-patient treatment;

- in the performance of a military exercise or service in operational deployment, from the date of delivery of the call-up to the employee, during the term of these types of active military service, until the expiry of 2 weeks from release of the employee from these types of active military service;
  - at a time when the employee is fully released for the discharge of a public office for a long term;
  - at a time when a female employee is pregnant or when a female employee is on maternity leave, when a male employee is on paternal leave or when a female or male employee is on parental leave;
  - at a time when an employee working at night is found temporarily unfit to perform night work based on a medical report issued by an occupational healthcare provider;
  - at a time when an employee provides long-term care in cases pursuant to the Sickness Insurance Act or attends to a child under 10 years of age or some other individual in cases specified by the Sickness Insurance Act or attends to a child under 10 years of age for reasons laid down by the Sickness Insurance Act.
- (3) If a specific situation at the workplace could lead to termination of employment by notice given by the employer in the future, the supervisor shall consult the procedure and possible solutions with the HR Department of the Dean's Office or the Faculty lawyer in advance.
- (4) If there is a ground for termination of employment and the supervisor intends to terminate the employment with the employee, the supervisor will propose to the employee the termination of employment by agreement, granting the employee the appropriate benefits to which the employee would be entitled in the event of termination of employment by notice (date of termination of employment, severance pay, etc.).
- (5) The employee is entitled to severance pay pursuant to Section 67 of the Labour Code in the case of termination by notice given by the employer on the following grounds:
- the employer's company or part thereof is being dissolved or relocated;
  - the employee has become redundant;
  - the employee is no longer able to perform work due to an occupational disease or an accident at work and, for these reasons, the employee was given notice or entered into an agreement on termination of employment with the employer.

If the employment is terminated by agreement for the above-specified reasons, the employee becomes entitled to severance pay even if the employment is terminated by agreement in conformity with Section 67 of the Labour Code.

## Article 11

### Termination of Employment by Notice on Organisational Grounds (Section 52 (a), (b) and (c) of the Labour Code)

- (1) In conformity with Section 52 of the Labour Code, an employment terminated on organisational grounds by notice given to an employee must always be preceded by a demonstrably effective decision on an organisational change. Ideally, the date of termination of employment should align with the date of implementation of the organisational change.
- (2) The supervisor must always consult the form of the decision on the organisational change as well as the organisational change itself with the HR Department of the Dean's Office and the Faculty lawyer. The final decision on the organisational change is adopted by the Dean of the Faculty.
- (3) In conformity with Section 67 of the Labour Code, a termination due to organisational changes entitles the employee to severance pay in the minimum amount of:
  - the employee's average earnings if the employment relationship with the employer lasted for less than one year;
  - twice the employee's average earnings if the employment relationship with the employer lasted for 1 to 2 years;
  - three times the employee's average earning if the employment relationship lasted for at least 2 years.

It is always necessary to verify the current wording of the Collective Bargaining Agreement, which may include more favourable provisions on entitlement to severance pay for the benefit of the employee.  
[https://is.muni.cz/do/mu/Uredni\\_deska/Kolektivni\\_sml\\_MU/](https://is.muni.cz/do/mu/Uredni_deska/Kolektivni_sml_MU/)

## Article 12

### Termination of Employment by Notice on the Grounds of an Employee's Medical Unfitness (Section 52 (d) (e) of the Labour Code)

- (1) Pursuant to Section 52 of the Labour Code, the application of this ground for termination requires the issuance of a medical report by an occupational health services provider or a decision of the competent administrative authority that reviews the medical report.
- (2) Before giving the notice, the HR Department will check, in co-operation with the other departments, whether or not the employee can be offered some other suitable work.
- (3) Upon termination of employment due to an accident at work, occupational disease or a threat of an occupational disease, the employee is entitled to severance pay in the amount of twelve times the employee's average monthly earnings.

## Article 13

### Termination of Employment by Notice on the Grounds of Non-compliance with Prerequisites and Requirements (Section 52 (f) of the Labour Code)

- (1) This ground for termination pursuant to Section 52 (f) of the Labour Code applies to situations where the employee does not meet the prerequisites for performance of the work agreed laid down by statutory provisions or if, through no fault of the employer, the employee does not meet the requirements for proper performance of such work. Where the employee's failure to fulfil these requirements is reflected in his/her unsatisfactory performance and where the employer called upon him in writing in the last 12 months to rectify the failure to meet the said requirements, and the employee has not done so within a reasonable period of time, the employee may be given notice of termination on these grounds.
- (2) The preconditions for the performance of work are laid down by the generally binding regulations. The requirements for the work to be performed are set out in the employer's internal regulations or by a decision of a supervisor and are usually specified in the job description. The employee must be demonstrably acquainted with the requirements for the work to be performed at all times; alternatively, the requirements for the performance of specific work must be generally known. The requirements must be (objectively) justified in terms of the performance and nature of the work.
- (3) Where the employee's failure to fulfil the requirements is reflected in his/her unsatisfactory performance and where the employer called upon him in writing in the last 12 months to rectify the failure to meet the said requirements, and the employee has not done so within a reasonable period of time, the employee may be given notice of termination on these grounds (Section 52 (f) of the Labour Code). The time limit will depend on the nature of the work and the workplace. For these purposes, supervisors may use the EVAK application and the procedures specified in the [Faculty Directive No. 5/2019, Employee Evaluation at the Faculty of Science](#). It must be borne in mind that unsatisfactory performance must always exist without the fault on the part of the employer if used as grounds for termination. Evaluation in EVAK must be provided fairly and constructively and must be relevant and free of any inappropriate subjective evaluation.
- (4) The supervisor is responsible for submitting underlying documents justifying the request for remedy of unsatisfactory work performance and its contents and is obliged to cooperate with the HR Department of the Dean's Office in doing so. The underlying documents and arguments forming the basis of the request pursuant to the preceding sentence require a detailed and conclusive elaboration, including an exact plan requiring improvement of work performance by a specific date on which the employer will decide whether or not remedy has been made. The final wording of the request will be prepared by the HR Department of the Dean's Office.
- (5) The supervisor must hand the request for work performance improvement over to the employee in the presence of an HR Department representative. The takeover of the request by the employee must be confirmed by the employee's signature or by persons who were present when the request was handed over to the employee. When handing over the request, the HR Department of the Dean's Office must ensure that the legal nature of the request and the employee's current situation are clear to the employee.



## Article 14

### Termination of Employment by Notice on the Grounds of Breach of the Employee's Duties (Section 52 (g) and (h) of the Labour Code)

- (1) This ground for termination pursuant to Section 52 (g) and (h) of the Labour Code applies to situations where the employee breaches his/her duties following from the legal regulations applying to the work performed by the employee. Pursuant to Section 52 (f), the duties following from the legal regulations applying to the work performed by the employee (discipline at work) may be breached at varying degrees of intensity as follows:
  - especially gross breach;
  - serious breach;
  - minor breach.
- (2) The supervisor must check from time to time the employees' compliance with the duties following from the legal regulations applying to the performance of the work agreed and is responsible for resolving any breaches ascertained. In the event of a breach of an employee's duty that may result in termination of employment by notice, the supervisor is obliged to inform the HR Department of the Dean's Office without delay of the circumstances of the breach and discuss further steps.
- (3) The supervisor is obliged to submit underlying documents for notice of non-compliance with the employee's work duties; the supervisor is obliged to consult the HR Department of the Dean's Office on the wording of these documents and the final wording of the notice. The evaluation of the intensity degree (especially gross breach, serious breach, repeated minor breach of work duties) and the corresponding procedure for giving notice of termination must be consulted with the HR Department of the Dean's Office. Any breach of a duty must always be properly documented and described. In the case of repeated minor breach of work duties, the employer is entitled to terminate the employment if the employee breaches his/her work duties at least three times in 6 months; the employee must be notified of the possibility of termination on the given grounds. The written notice to the employee must contain the employer's specific reprimand against the employee, the relevant circumstances and the time period or the date when the breach occurred.
- (4) For the purposes of communication with the employee in respect of a breach of duties following from a labour-law regulation, the supervisors may use the EVAK application and the procedures laid down in [Faculty Directive No. 5/2019, Employee Evaluation at the Faculty of Science](#).

## Article 15

### Summary Dismissal by the Employer (Section 55 of the Labour Code)

- (1) Termination of employment by summary dismissal pursuant to Section 55 of the Labour Code is a last-resort measure and it is necessary that a supervisor always consult this case with the HR Department of the Dean's Office or the Faculty lawyer in advance.

## Article 16

### Delivery of Documents

- (1) Labour-law documents will be delivered to the employee by a supervisor or a representative of the HR Department primarily in person at the workplace.

- (2) For a delivery to be demonstrable, the employee must be asked to confirm the receipt of the document by attaching his/her signature and indicating the date of delivery. It is advisable to use the counterpart of the document intended for the employer for such a confirmation. If the employee refuses to confirm the receipt, the document must be left with the employee and the persons acting on behalf of the employer must indicate this fact ("Received but refused to confirm") in the counterpart of the document indicating the relevant date and time. If the employee refuses to accept the document, the persons acting on behalf of the employer must indicate this fact ("Refused to accept") in the counterpart of the document indicating the relevant date and time.
- (3) If the document cannot be delivered to the employee in person at the workplace or if this option is associated with considerable complications, the supervisor will consult the HR Department of the Dean's Office regarding next steps.

## Article 17

### Responsibilities Related to Termination of Employment by the Employer

- (1) HR Department of the Dean's Office:
  - Provide supervisors with information on the contents of the employment
  - Point out important facts related to the employment
  - Provide for administrative processing and assistance
  - Provide consultancy and advice in labour-law matters
  - Participate in the discussion on labour-law matters on instigation of a supervisor or as required by internal regulations
  - Request legal advice from the Faculty lawyer or the relevant department of the Rector's Office of Masaryk University
  - Inform the Faculty management of the commencement and course of the solution process regarding individual cases it deals with
- (2) Supervisor:
  - Submit proposals for solutions of labour-law matters to the HR Department of the Faculty
  - Provide underlying documents for assessment and formulation of legal steps by the employer
  - Discuss labour-law matters with employees
  - Provide for handover or signature of labour-law documents unless the workplace follows a distinct procedure
  - Provide for the takeover of job tasks and work equipment
  - Ensure that the employee does not continue to perform work after termination of the employment
- (3) Supervisor authorised to act in labour-law matters:
  - Make decisions in labour-law matters
  - Participate in individual discussions in person on complicated labour-law matters

## Article 18

### Co-operation with the Trade Union

- (1) Any notice or summary dismissal by the employer must be consulted with the relevant trade union of the Faculty in advance.
- (2) Co-operation with the trade union in matters of termination of employment relationships is regulated by the Collective Bargaining Agreement.

## Article 19

### Final Provisions

- (1) Compliance with this Methodological Guideline is monitored by the Faculty Bursar.
- (2) Exemptions from the procedure under this Methodological Guideline may be granted to academic staff and non-academic staff in research by the Dean of the Faculty or the Vice-Dean of the Faculty authorised by the Dean, and to non-academic staff by the Faculty Bursar.
- (3) The HR Department of the Dean's Office is responsible for the interpretation of this Methodological Guideline.
- (4) This Methodological Guideline enters into effect on 1 November 2023.

In Brno, on 20.10.2023

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