THE COLLECTIVE AGREEMENT OF

Moholy-Nagy University of Art and Design

Preamble

Moholy-Nagy University of Art and Design is committed to creating the operating environment necessary for the continuous improvement of education, research, and creative activity, which are founded on respect for tradition, innovation, and competitiveness. This aspiration is realised by involving the citizenry of the university as a whole and maintaining their interest.
Moholy-Nagy University of Art and Design regards its employees as the leaven of university citizenry; it is, therefore, determined to maintain a modern, inspiring, and competitive working environment, to recognise and encourage performance in an up-to-date manner and to preserve industrial peace.

Part I
General Provisions

The scope of the Collective Agreement
Article 1

1. The scope of the Collective agreement – except for the provisions of clause 2 – shall cover Moholy-Nagy University of Art and Design (hereinafter referred to as University or Employer) as employer and all organisational units thereof, as well as all employees of the University, whose employment relationship is directly governed by the provisions of Act I of 2012 on the Labour Code (hereinafter referred to as the Labour Code).

2. The scope of the Collective Agreement shall not cover executive employees within the meaning of Subsections (1) and (2) of Section 208 of the Labour Code.

3. This Collective Agreement shall enter into force on 1 August 2020 and is for an indefinite period.

The conclusion and amendment of the Collective Agreement
Article 2

1. The Collective Agreement is entered into by and between, on the one hand, FÜLÖP József, DLA rector, and Dr. NAGY Zsombor, chancellor, on behalf of the employer as its directors, and, on the other hand, the trade union on behalf of the employees, representing their interests (hereinafter referred to as Trade Union), subject to the provisions of Section 276 of the Labour Code.

2. The proposer shall notify the other party of its intention to amend the Collective Agreement. The negotiations on the proposal for amendment shall start within 15 days after becoming aware of the intention to amend.

3. The provisions of this article shall apply to any other matters related to the amendment of the Collective Agreement.

Termination of the Collective Agreement
Article 3

1. Either party may terminate the Collective Agreement with three months' notice by way of a written declaration addressed to the other party, which shall include the reason for termination in writing. The right to terminate the Collective Agreement cannot be exercised within six months from the

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conclusion thereof. Parties agree that where the Collective Agreement is terminated by the Employer, the Employer shall – simultaneously with notifying the Trade Union of the termination of the Collective Agreement – make a proposal to the employees falling within the scope of the Collective Agreement for the amendment of their employment contracts with due consideration of and attention to the legal provisions in force at the time of the proposal and its acceptance; the provisions of the amended employment contract relating to working time, work schedule, vacation, notice period and severance pay cannot be less favourable for the employee than this collective agreement.

2. The Parties agree to establish a conciliation committee after the termination to examine the reasons leading up to the termination and to ensure the preparation of the new collective agreement.

3. In case of the termination of the Collective Agreement, the Parties shall examine the possibility of keeping the Collective Agreement in force with amendments, or partially.

The publication of the Collective Agreement and introducing its content to the employees
Article 4

1. The Employer shall display the Collective Agreement in the places of work or place it in a manner which allows employees to access it without hindrance during their working hours.

2. The Employer is obliged to provide employees with the opportunity to get acquainted with the Collective Agreement. This can be achieved by informing the employees during working hours or by using other means and manners best suited to the place of employment and the employees (for example at compulsory trainings).

3. The Employer shall publish the Collective Agreement on the intranet and on the internet.

Part II
Obligational part of the Collective Agreement

Relations between the Parties to the Collective Agreement

The fundamental principles of the relationship between the Employer and the Trade Union
Article 5

1. The following fundamental principles shall prevail in all forms and at all levels of the relationship between the Employer and the Trade Union:
   a) The Parties shall respect each other's rights and legitimate interests;
   b) the Parties shall refrain form any conduct which would exclude or impede the enforcement of any right of the other party, or would be capable of detrimentally influencing the other party's reputation;
   c) When exercising their rights and obligations, the Parties shall act in accordance with the requirements of good faith and integrity, while mutually cooperating with each other;
   d) The party subject to obligations shall make all reasonable efforts to ensure that the other party can access its entitlements in due time and exercise its right in due time and in accordance with the contract;
   e) Contact between the Parties shall be regular and continuous;
   f) The Parties shall strive to prevent any conflict, and if any conflict arises, they shall strive to settle such conflicts amicably.

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Recognition and encouragement of the trade union activity
Article 6

1. The Employer shall – in accordance with the effective legal regulations – recognise, encourage, and support the Trade Union as well as its representation and advocacy activities.

2. The Employer shall enforce the requirement of equal treatment in respect of the Trade Union.

Rights of the trade unions in case of collective redundancies
Article 7

Prior to its decision relating to collective redundancies, the employer shall also initiate consultations with the Trade union in addition to its obligation to consult with the work council (shop steward).

Obligation to provide information
Article 8

The Employer shall send the plan for actions and regulations affecting large number of employees to the Trade Union for information simultaneously with submitting such actions and regulations to the work council for opinion in accordance with Sections 264 and 265 of the Labour Code.

Claiming the working the time reduction due to the trade union
Article 9

1. The employee engaged in advocacy activity for the trade union shall be entitled to working time reduction to be able to carry out such activities, and the employee referred to in subsections (3)-(4) of Section 273 of the Labour Code shall be exempted from his or her work duty for the duration of any consultation with the Employer.

2. Pursuant to clause 1 of Article 9, the total working time reduction that can be claimed per calendar year shall be one hour per month for each two trade union members having an employment relationship with the Employer. The working time reduction that can be claimed shall be determined by the Employer based on the number of members of the Trade Union on the 1st of January.

3. The Trade Union shall notify the director of the Employer of claiming the working time reduction and the employee claiming the working time reduction no later than 5 days prior to the use of the working time reduction, except for unforeseeable, pressing, and absolutely necessary cases.

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PART III
NORMATIVE PART OF THE COLLECTIVE AGREEMENT

RIGHTS AND OBLIGATIONS ARISING FROM EMPLOYMENT RELATIONSHIP WITH THE UNIVERSITY, THE MANNER OF PRACTISING AND FULFILLING THEM, AND THE RELATED PROCEDURE

Chapter 1

EMPLOYMENT RELATIONSHIP

The establishment of the employment relationship
Article 10

1. The employment relationship is established by way of an employment contract, which shall be in writing. The employment contract shall include at least the name of the employer, the name and personal data of the employee, the basic wage, function of the employee, the duration of the employment contract and the place of work. If at the time of the establishment of the employment relationship the employee also provides a place of residence in addition to a domicile, the latter shall be regarded by the Employee as official address for service.

2. A probationary period may be required in the employment contract from the commencement of the employment relationship, the duration of which probationary period may not exceed 3 (three) months. Where a shorter probationary period is required, the Parties may extend the probationary period not more than once, but the overall duration of the probationary period may not exceed 3 (three) months in any case.

3. The Parties agree that under the Employment Contract the Employee may only establish or maintain an additional employment relationships or employment-related relationship – provided that the legal relationship is at least of 15 hours per week – with the prior, written consent of the Employer. Any provision contrary to this clause in the employment contract concluded with any employee subject to the Collective Agreement shall be invalid.

Formal requirements for declarations concerning the employment relationship
Article 11

In addition to the cases mandatorily prescribed in the Labour Code, the following shall also be in writing:

a) prior notification of any additional employment relationship or employment-related relationship if not subject to clause 3 of Article 10;
b) exemption from work duty if based on the Employer's authorisation [paragraph j) of Subsection (1) of Section 55 of the Labour Code];
c) ordering of overtime work [Section 108 of the Labour Code];
d) allocation or claiming of any vacation time;
e) termination of the employment relationship, and the takeover-acceptance of the job in case of termination;
f) information on the person exercising the employer's rights [paragraph h) of Subsection (1) of Section 46]

Cessation and termination of the employment relationship
Article 12

1. The termination of the employment relationship may be initiated by the employer (University) and the employee only in writing.

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2. The employer is obliged to justify any dismissal. An employee may be dismissed only for reasons in connection with his or her behaviour in relation to the employment relationship, with his or her ability or in connection with the employer's operations.

3. The notice period shall be sixty days. In case of dismissal, the notice period shall be extended by
    a) one month after five years,
    b) two months after ten years,
    c) three months after fifteen years,
    d) four months after twenty years,
    e) five months after twenty-five years, and
    f) six months after thirty years

    calculated in consideration of the combined time spent at the employer and the legal predecessor employer.

4. The rate of severance pay shall be determined in consideration of the combined time spent at the employer and the legal predecessor employer. Severance pay shall amount to the absentee fee for
    a) one month in case of at least three years,
    b) two months in case of at least five years,
    c) three months in case of at least eight years,
    d) four months in case of at least ten years,
    e) five months in case of at least thirteen years,
    f) six months in case of at least sixteen years,
    g) eight months in case of at least twenty years.

Chapter 2
WORKING TIME

Working time
Article 13

1. The weekly working time at the University shall be 40 hours. The daily working time of non-teaching employees shall include the break-time as per the Labour Code.

2. The applicable work pattern for different jobs:
    - lecturers, professors, research fellows, teachers: flexible,
    - all other jobs: primarily the standard work pattern shall be applicable, but subject to the employer's decision a different arrangement shall also be possible (partially flexible, split daily working time, home working).

3. The lecturers, professors, research fellows, teachers shall devote the working time of 40 hours per week – in a flexible working arrangement – to performing the duties included in their job. They shall be at their workplace to the extent required to perform their educational and practical training work (according to the timetable and the instructions given by the person exercising the employer's rights, or the person who they directly report to), to perform their academic and other job-related duties and to maintain their working relations.

4. The beginning and end of daily working time for employees not working as lecturers, professors, researcher fellows, teachers can also be determined in a partially flexible working arrangement. Partially flexible working arrangement shall be ordered at the given organisational unit by the leader of the organisational unit with the prior approval of the person exercising the employer's rights.

5. The daily working time of employees working in a partially flexible working arrangement shall be divided into core time and flexible time. Core time shall last from 9 AM to 3 PM. During this time, all employees appearing for work shall be at their workplace. Flexible time shall last from 7 AM to 9 AM

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and from 3 PM to 7 PM. The duration of flexible time, i.e., the daily arrival and departure time – provided that the superior's instructions and the work have been fully performed – can be determined by the employee on the condition that the flexible time cannot be interrupted, and it shall connect to the core time in a continuing manner.

6. Under a partially flexible working arrangement the weekly working time of the employees – calculated for a 5-day work week – shall be 40 hours. Daily working time shall be 8 hours. The scheduled daily working time cannot be less than the core time and cannot exceed 12 hours.

7. The employee shall be notified of any change in the work schedule at least 168 hours prior to the start of the scheduled daily working time. The only exception to the above is any change in the work schedule that becomes necessary due to an unforeseeable, important university interest (circumstance arising in financial management or operation). However, the employee shall be notified of such changes as well no later than 96 hours prior to the start of the daily working time.

Overtime work
Article 14

1. Parties hereby lay down that if the employee is required to perform overtime work, the employer shall act in accordance with the requirements set out in Sections 107-109 and 113(2) of the Labour Code. Remuneration for overtime shall be governed by the provisions of the Labour Code.

2. Overtime shall be ordered in writing. It is the director of the organisational unit or an executive employee assigned by him or her who shall be entitled to order overtime work, subject to the legal provisions.

3. The Parties agree that overtime work shall be ordered in writing. If overtime work is not ordered by the employer in writing, no extra wage shall be due for presence at the workplace beyond the regular working time.

4. The annual upper limit of overtime work that can be ordered by the employer shall correspond to the level specified in Section 109(1) of the Labour Code.

The rules of working from home
Article 15

1. The option of working from home is not applicable for tasks that require contact classes, in-person consultations and oral examinations, excluding the cases where distance teaching is ordered by the Employer or the law.

2. The fact of partial home working shall be stipulated in the job description. It shall be set out how many days and on which days the employee shall be obliged to appear at his or her workplace to perform work.

3. The immediate workplace superior may, in particular cases, decide on occasional, ad hoc home working with the consent of the person exercising the employer's rights.

Vacation
Article 16

1. The employee is entitled to paid leave in each calendar year based on the time spent at work, which vacation shall consist of vested vacation time and extra vacation time. If the employment relationship of the employee started or terminated during the year, he or she shall be entitled to a commensurate portion of vacation time.

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2. The vacation time due to the employee shall be established, allocated and accounted in days.

3. When allocating the vacation time, the employee's legitimate interests must be considered, especially when the allocated vacation time only concerns one scheduled working day.

4. The employee shall notify his or her request concerning the allocation of the available vacation no later than 7 (seven) days prior to the start of the requested vacation, in writing. The employee's work schedule, which was communicated to him or her in advance, cannot be modified in terms of the number of hours of the vacation after the submission of the request as above, except if the employee expressly requests so in writing.

5. The paid annual leave of the employees having a public service legal relationship with the University as of 31 July 2020 cannot be less following the change of the maintainer than the number of days of the established paid annual leave effective at the time of the change in the legal status.

6. The number of days of paid annual leave shall be determined for the University's employees as below:

No.	Employee group	Number of days of vacation
1	Employees employed as lecturers / professors / research fellows / teachers	Vested vacation time (20 or 21 days) as specified in section 56 of Act XXXIII of 1992 on the legal status of public servants (hereinafter: Public Servant Act) plus extra vacation time according to the Public Servant Act.
2	Employees employed in roles other lecturers / professors / research fellows / teachers	Pursuant to the declaration made to the employer in writing, the vested and extra vacation time under the Public Servant Act or the Labour Code

7. In year 2020 the employees shall be entitled to vacation calculated pro rata temporis, until 31 July 2020 based on the Public Servant Act, and from 1 August 2020 based on the provisions of this Collective Agreement.

8. Upon the termination of the employment relationship, if the Employer did not allocate the commensurate vacation, it shall be financially compensated. In other cases, the vacation cannot be compensated financially.

9. The paid annual leave due to the employee – subject to the exceptions set out in the Labour Code – shall be allocated by the University in the relevant year and taken by the employees in the relevant year. They shall cooperate in this context at an increased extent to document vacations in a credible manner.

10. The University commits itself to developing a scheme for sabbaticals (creative vacations) for employees employed as lecturers, professors, researcher fellows and teachers within 3 years from the entry into force of the Collective Agreement.

Chapter 3
RULES ON REMUNERATION FOR WORK
Article 17

1. The employee shall be entitled to the basic wage specified in the employment contract.

2. Any employee taking on an assignment to perform a task of executive nature shall be entitled to a wage in addition to the basic wage for the duration of task performance.

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3. In case of taking on additional tasks, a corresponding supplement shall be determined.

4. The employer shall engage in wage negotiations with the trade union at the beginning of each financing cycle, but at least every 3 years, in the period of budget planning prior to the finalisation thereof.

Chapter 4
PROTECTION OF WAGES
Article 18

The wage payable to the employee shall be transferred to the employee once a month, retrospectively, until the 10th day of the following month to the domestic bank account provided in advance by the employee so that the employee shall have access to his or her wage at the latest on the day specified above. Taking into account the provisions of Section 159(4) of the Labour Code, the wage can be paid at a time other than the payday only in case of the payment of wage advance or the termination of the employment.

Chapter 5
FRINGE BENEFIT SYSTEM OF THE UNIVERSITY
Article 19

1. The Employee shall be entitled to a so-called loyalty reward, the rules and rate of which are established by the University in a separate regulation. In case of employees who have a public service relationship with the University on 31 July 2020, the duration of the public service relationship shall be included in the employee loyalty time.

2. The employees who go to work from a domicile located beyond the administrative border of the settlement specified as the place of work shall be entitled to travel compensation based on the relevant rule, at the rate specified therein. When accounting the travel compensation, the University shall not derogate from the statutory rate. Depending on its economic situation, the University commits itself to developing rules on the further reimbursement of expenses associated with the employee's commuting.

3. Fringe benefits are provided by the University to the employees employed under an employment relationship, depending on its economic situation and subject to annual reviews.

4. The general rules of fringe benefits:
   - Employees having an employment relationship shall be entitled to fringe benefits.
   - Employees joining and leaving during the calendar year shall be entitled in proportion to the time spent at the University under an employment relationship.
   - In case of those employed in part-time the benefits are due in proportion to the working time.
   - In case of long-term absentees, those absent due to sickness, maternity leave, child care, and those spending their notice period shall be entitled to fringe benefits on the same terms as active employees. Those on unpaid leave for a different purpose shall not receive the above-mentioned fringe benefits.

5. The University undertakes to provide social aid to the employee in case of a sudden tragedy, and it will provide for the possibility and the procedure of claiming such aid in a separate regulation.

6. The University is committed to developing, in consultation with the trade union, a performance incentive and performance review scheme, as well as a financial career model (promotion and wage improvement system) for the employees.

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7. The University commits itself to mandatorily consulting the trade union in advance in case of any collective improvement or reduction in wages.

Chapter 6
RULES ON DETRIMENTAL LEGAL CONSEQUENCES AND EMPLOYEES' LIABILITY

Detrimental legal consequences for the employee's wrongful breach of duty under the employment relationship
Article 19

1. In case of the intentional breach of any obligation arising out of the employment relationship – following the hearing of the employee by a Committee and depending on the gravity of the infringement –, the following legal consequences can be applied against the employee:
   a) written warning,
   b) written reprimand,
   c) reduction in benefits, which overall cannot exceed the amount of one month's basic wage of the employee applicable at the time of the establishment of the legal consequence.

   The enforcement of the detrimental legal consequence can be suspended for not more than half a year.

2. No detrimental legal consequence can be established for a breach which is specified by the employer as a reason for terminating the employment relationship.

3. The measure entailing the detrimental legal consequence shall be in writing and justified.

Employee's liability for damages
Article 20

1. Employees shall be subject to liability for damages caused by any breach of their obligations from the employment relationship stemming from their failure to act as it might normally be expected in the given circumstances. Subject also to the derogations regulated in this Article, the employee can be condemned to an extent corresponding up to three months' absentee fee.

2. Compensation for damage caused intentionally or through grave negligence shall cover the full extent of losses [Section 179(3) of the Labour Code].

3. The employer may enforce its claims from workers arising from the employment relationship, if less than three times the mandatory minimum wage, by means of a payment notice. If the rate of compensation exceeds this amount, in absence of agreement between the parties, the employer may enforce its claim before a court within the general term of limitation [Section 286(1) of the Labour Code].

Chapter 8
EMPLOYER'S LIABILITY FOR DAMAGES

1. The employees may only bring clothing and personal objects necessary for the performance of work into the area of the University.

2. The University's liability shall only cover own clothing and other objects necessary for commuting and performing work.

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3. If the employee breaches the provisions set out above, the University shall be liable for the damage arising in this context if the damage is caused intentionally.

Chapter 9
COLLECTIVE EMPLOYMENT-RELATED DISPUTE

1. The employer and the works council or the Trade Union may set up a conciliation committee (hereinafter referred to as "committee") to resolve their disputes. The works agreement or the collective agreement may contain provisions for a standing committee as well.

2. The committee shall be composed of an equal number of members delegated by the employer and the works council or trade union, and an independent chairman.

3. The chairman shall consult with the members delegated by both parties on an ongoing basis, and shall draw up an executive summary upon conclusion of the conciliation process.

4. The justified expenses incurred in connection with the committee's proceedings shall be borne by the employer.

5. The employer and the works council or the trade union may agree in writing in advance to abide by the decision of the committee, in which case the committee's decision shall be considered to be binding. In the case of a tie vote, the chairperson's vote shall be decisive.

6. The disputes arising in connection with Subsection (4) of Section 236 and with Section 263 shall be decided by an arbitrator. The decision of the arbitrator shall be binding upon the parties. In the absence of agreement between the parties the arbitrator shall be chosen by random selection from among the persons nominated by the parties.

7. During the proceedings of the committee or the arbitrator the parties shall not engage in any conduct aiming to frustrate the agreement or the implementation of the decision.

Derogatory provisions
Article 23

1. With regard to the change in the University's maintainer as specified in Act CCIV of 2011 on National Higher Education (hereinafter referred to as Higher Education Act) the public service relationship of the public servants employed by the university as employer shall be terminated at the time of the transfer of the maintainer's right and shall transform into an employment relationship as of the day following the termination. The change in the legal status between the Employer and the Employee shall be governed by the provisions of Section 25/A (7) and paragraph c) of Section 37(2) of Act XXXIII of 1992 on the Legal Status of Public Servants (hereinafter: Public Servant Act).

2. In terms of the employment relationship established as a result of the change in the legal status
   a) the first year shall be governed by the rules on termination by the employer
   b) the first five years shall be governed by the rules on jubilee reward
   set out in the Public Servant Act. After the lapse of the period specified in paragraphs a) and b), the relevant provisions of the Labour Code and those of this Collective Agreement shall apply.

3. In case of the executive mandate of senior executive officers and executive officers within the meaning of section 37 of the Higher Education Act, the legal service relationship shall be transformed into an employment relationship according to the appointment, and the employment contract established shall be simultaneously amended for the definite period and scope of the executive mandate, with the derogation specified in Section 117/C (8) of the Higher Education Act. After the expiry of the executive mandate the employment relationship shall – unless otherwise agreed by the

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parties – be transformed again into the previous employment contract, and the provisions of the Labour Code applicable to the amendment of the employment contract shall apply.

PART III
CLOSING PROVISIONS
Article 24

1. The Parties agree that either party shall be entitled to initiate the joint interpretation of any provision of the Collective Agreement in writing, by communicating its standpoint. The proposal for joint interpretation cannot be rejected by either party.

2. Parties agree to revise the Collective Agreement on a yearly basis.

Budapest, 15 July 2020

On behalf of the MOME employers:

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FÜLÖP József
Rector

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NAGY Zsombor
Chancellor

On behalf of the MOME trade union:

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BABARCZY Eszter
Chairman of the trade union

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