

Instructions on the duties

Sec. 3 (1) of the Collective Agreement for Public Service: Obligation to secrecy

The employees shall maintain secrecy with regard to any matters the confidentiality of which is provided by statutory regulations or ordered by the employer; this shall apply even after termination of the employment relationship.

Sec. 3 (2) of the Collective Agreement for Public Service: Acceptance of rewards and gifts

The employees must not accept any rewards, gifts, premiums or other benefits with regard to their work from any third parties. Exceptions shall only be possible upon the employer's consent. If any such benefits are offered to the employees, they must immediately inform the employer about this.

Sec. 3 (3) of the Collective Agreement for Public Service: Secondary employments

The employees shall inform their employer of any secondary employments for money in writing in good time in advance. The employer may prohibit the secondary employment or impose conditions for it, if it is fit to impair the fulfilment of the employees' contractual duties or the employer's legitimate interests.

Sec. 3 (4) of the Collective Agreement for Public Service: Medical examinations

In the event of good cause, the employer is entitled to oblige the employees to prove by medical certificate that they are able to perform the contractually owed work. The commissioned doctor may be a company doctor unless the parties have agreed on a different doctor. The costs of this examination shall be borne by the employer.

Sec. 3 (5) of the Collective Agreement for Public Service: Access to personal files

The employees have a right of access to their complete personal files. They may have the right of access exercised by a representative authorised in writing, too. They may receive extracts or copies from their personal files.

Sec. 4 (1) of the Collective Agreement for Public Service: Transfer, delegation

Employees may be transferred or delegated for functional or operational reasons.

If employees should be transferred to a department or an enterprise outside the present place of work or should be delegated for probably more than three months, they shall be heard in advance.

Sec. 37 (1) of the Collective Agreement for Public Service: Limitation period

Any claims arising from the employment relationship will lapse if they are not asserted by the employees or the employer in writing within a limitation period of six months after the due date. One single assertion of the claim is sufficient for the same matter.

Other regulations:

Absenteeism

The working hours must be adhered to accurately. Notwithstanding Sec. 29 of the Collective Agreement for Public Service, the employees shall principally attend to their personal matters outside the working time. The employees may stay away from work only upon the employer's prior approval.

Obligation to notify and to provide proof

The employees are obliged to inform the employer immediately of any inability to work and the expected duration of the disability. Should the inability to work last longer than three calendar days, the employees must provide the personnel department with a medical certificate of the inability to work and its expected duration on the following general workday at the latest. In individual cases, the employer shall be entitled to demand submission of the medical certificate at an earlier point of time. Should the inability to work last longer than indicated in the certificate, the employees are obliged to submit a new medical certificate immediately.

Subrogation in case of third-party liability

If, on the basis of statutory provisions, the employees can claim damages from a third party for the loss of earnings arising from the inability to work, this claim will be conveyed to the employer insofar as the employer paid the employee a sick pay and other remunerations and paid any contributions to the statutory social insurance to be borne by the employer as well as any contributions/levies (including flat-rate taxes) to the company pension scheme.

Facebook, etc.

It should be clear that any criminal offences in social networks directed against the employer may lead to disciplinary actions. This is a collateral duty of the employee. This shall also include that the employer's company secrets and business secrets must not be disclosed, no unreasonable statements about or insults of the employer must be made, etc.

If an employee violates this provision, this shall constitute a behaviour worthy of and giving reason for a warning. In some circumstances, this may even lead to the notice of dismissal.