

RULES OF PROCEDURE OF VYTAUTAS MAGNUS UNIVERSITY

I. GENERAL PROVISIONS

1. The Rules of Procedure of Vytautas Magnus University (hereinafter referred to as the “Rules”) shall regulate the implementation of the provisions of the Labour Code of the Republic of Lithuania, the Law on Higher Education and Research of the Republic of Lithuania, the Law on Health and Safety at Work of the Republic of Lithuania, the Statute of Vytautas Magnus University (hereinafter referred to as the “Statute”), the Code of Academic Ethics of Vytautas Magnus University, as well as of the provisions of any other legislation regulating labour relations, in matters related to labour procedure in Vytautas Magnus University (hereinafter referred to as the “University”).

2. The purpose of the Rules of Procedure shall be to lay down the general provisions for the conduct of employees at the University, enabling them to work efficiently, to use their working time rationally, to respect each other’s rights, to observe the accepted norms of conduct, to instil respect for the University and its community, and to preserve the University’s property.

3. These Rules shall be binding on all persons working under employment contracts with the University.

4. In cases provided for in the Rules, they are also binding on other persons (students and unclassified students), persons applying for a position at the University, etc.).

5. The rights and obligations of the University as an employer shall be exercised by the Rector or persons authorised by him/her within the limits of their competence.

II. KEY CONCEPTS

6. The following key concepts are used in these Rules:

Employer – the University, which acquires employment rights, assumes employment obligations and implements them through its organs (administration).

Employee – a natural person working under an employment contract with the University for a salary.

Employment contract – an agreement between an employee and an employer whereby the employee undertakes to perform work of a certain profession, speciality, qualification or to perform specific duties in accordance with the rules of procedure established at the workplace, whereas the employer undertakes to provide the employee with the work specified in the contract, to pay him/her the agreed salary and to ensure working conditions as set in labour laws, the collective agreement, other regulatory acts and by agreement between the parties.

Working time – any period during which the employee must work carrying out his/her activity or duties, and other periods equivalent to it. The employee, in accordance with the University’s Rules of Procedure, shall be present at the workplace during working time and shall

carry out the orders of the administration, and the administration shall provide work assignments and normal working conditions for their execution.

Head of a unit – a representative of the University administration who has been designated by the employer to manage a University unit and to implement the requirements for safety and health at work in that unit.

III. PROCEDURE FOR EMPLOYMENT AND DISMISSAL OF EMPLOYEES

7. Persons seeking to work at the University must comply with the requirements set out in the Law on Higher Education and Research of the Republic of Lithuania, the Statute and/or other legal acts.

8. The person to be employed shall submit the following documents to the University's Human Resources and Legal Department: an employment application, curriculum vitae (CV), a copy of his/her identity document (passport or ID card), the number issued by the State Social Insurance Fund Board, copies of documents certifying education, and the personal bank account to which his/her remuneration shall be transferred. Those applying for a teaching position shall additionally submit time sheets from other workplaces.

9. Copies of all documents submitted by the person shall be submitted together with the originals. It is not necessary to provide originals if the copies provided are certified by a notary or by the authorities that issued the documents. Documents certifying education issued in a foreign country shall be submitted in their original language. If the documents were issued in languages other than English or Russian, a translation of the document and its annex (certified by a notary or the relevant authority) into Lithuanian, English or Russian shall also be provided. The translation shall be stapled together with a copy of the document certified in accordance with the established procedure and the stapling shall be approved by the translation agency's stamp and the translator's signature.

10. A person's employment at the University shall be formalised by the signing of an employment contract between the parties.

11. Every person newly employed at the University shall, either by signature or electronically, be introduced to these Rules, requirements for safety and health at work, fire safety requirements and the University's internal legal acts, which he/she must comply with when working at the University.

12. It may be agreed in writing with an employee employed at the University that, in addition to his/her main duties, he/she shall, for a specified period of time or on certain occasions, perform additional duties outside his/her employment contract, or shall perform additional work, for which he/she shall be paid in accordance with procedure established at the University.

13. An employee wishing to terminate his/her employment contract with the University shall submit a notice of termination of employment to the Human Resources Department and Legal Department in accordance with the procedure and terms set out in the Labour Code of the Republic of Lithuania (hereinafter referred to as "LC").

14. The employee shall have the right to withdraw the notice of termination no later than within three (3) working days from the date of its submission. The notice of termination may be withdrawn after the said deadline only with the consent of the Rector.

15. Upon dismissal, the employee shall return the work tools, documentation and other property of the University no later than on the date of dismissal.

16. All payments related to the employment relationship shall be paid to the employee upon termination of the employment contract, but no later than by the end of the employment relationship, unless the parties agree that the employee will be paid within ten (10) working days. In all cases, the part of the salary or related benefits not exceeding the employee's average monthly salary shall be paid no later than on the date of the end of the employment relationship, unless otherwise agreed at the time of dismissal.

IV. BASIC RIGHTS AND OBLIGATIONS OF EMPLOYEES

17. An employee shall have the right to:

17.1. receive the remuneration stipulated in the employment contract for the work performed;

17.2. demand to be provided with the working conditions laid down in the employment contract and legal acts;

17.3. get acquainted with information on the employee's working time records, the salary calculated and paid, and other benefits related to the employment relationship;

17.4. refuse to work if the employee's health and safety is at risk and refuse to do jobs that he/she has not been trained to perform safely;

17.5. demand to be provided with conditions for periodic medical examinations;

17.6. demand compensation for material and non-material damage, in accordance with the procedure laid down by law;

17.7. to establish a professional union, be a member of a professional union and participate in the activities of employee representatives.

18. Employees shall be obliged to:

18.1. carefully perform the work or task assigned to him/her in writing, orally, by e-mail or by other means of communication within the deadline specified by his/her Head of the unit;

18.2. perform their duties with care and in good faith;

18.3. carry out lawful instructions from persons authorised by the employer in a timely and accurate manner;

18.4. comply with working and rest time rules and work ethic;

18.5. comply with the job description, the regulatory requirements regulating the employee's activities, and the requirements of safety at work;

18.6. protect and preserve the property of the University;

18.7. protect confidential information that comes to their knowledge in the course of their duties;

18.8. inform the Human Resources and Legal Department of any changes in their personal details (residential address, phone number, marital status, birth of child(ren)) and any other legal facts that may affect their work, duties or status;

18.9. in the event of illness or other reasons for not being able to come to work, immediately, but no later than by the end of the same working day, report the reasons for absence to their immediate superior or other person authorised by the employer;

18.10. compensate for the damage caused in accordance with the law or agreements with the employer;

18.11. avoid activities incompatible with the goals of the University as a research and study institution.

19. Employees shall have other rights and duties established by the legislation of the Republic of Lithuania, these Rules, job descriptions, the employment contract, the Code of Academic Ethics of the University, and other internal legal acts.

V. WORKING AND REST TIME

20. Working time is any time during which the employee is at the employer's disposal or is carrying out duties according to an employment contract.

21. Rest time means any period off from work regulated by the legislation of the Republic of Lithuania, the employment contract and other internal legal acts of the University.

22. University employees may be subject to one of the following types of working-time arrangements:

- 22.1. fixed duration of workdays/shifts and number of working days per week;
 - 22.2. annualised hours, when the standard working hours for the entire reference period are fulfilled during the 3 (three) month reference period;
 - 22.3. a flexible work schedule where an employee is required to be present at the University for certain hours of the workday/shift, but can work the other hours of the workday/shift before or after the required hours;
 - 22.4. split shift working-time arrangements, when work is done on the same day/shift with a break to rest and eat that is longer than the established maximum length of breaks to rest and eat;
 - 22.5. individualised working-time arrangements.
23. The working time of researchers, administration and other employees necessary for the implementation of the University's academic and economic tasks shall be 40 (forty) hours per week. The normal working week for these employees shall be five (5) days: Monday to Thursday from 8 a.m. to 5 p.m., Friday from 8 a.m. to 3:45 p.m. and a lunch break from 12 p.m. to 12:45 p.m. Saturday and Sunday shall be days off. A six (6) day working week may be established for individual positions, working 7 hours Monday to Friday and 5 (five) hours on Saturdays, with a 30-minute lunch break.
24. The standard start of daily working hours for part-time workers shall be 8 a.m., unless a different start of working hours is agreed for the working day, working the hours specified in the employment contract for one working day.
25. The working time of teachers shall be 36 (thirty-six) hours per week. Teachers shall work according to the approved lecture, seminar and/or consultation schedules and the individual pedagogical workload plan. These employees shall be assigned a six (6) day working week. Teachers shall have at least 35 (thirty-five) hours of uninterrupted rest per week.
26. The work of individual employees may be organised remotely when the employee regularly performs all or part of his/her assigned job functions in full or in part of his/her working time remotely, in accordance with a procedure agreed upon with the employer, at a location agreed upon by the parties to the employment contract, other than the workplace, including through the use of information technology (telework).
27. The average working time, including overtime but excluding work done according to an agreement on additional work, shall not exceed 48 (forty-eight) hours over each period of 7 (seven) days; Working time, including overtime and work done according to an agreement on additional work, shall not exceed 12 (twelve) hours, excluding lunch breaks, per workday/shift and 60 (sixty) hours over each period of 7 (seven) days;
28. The working time of employees shall be recorded in time sheets in the established format, the filling of which shall be the responsibility of the designated employees of the University units.
29. University employees other than the Rector, Vice-Rectors, Heads of Units and their equivalents, who need to leave their workplace during their working hours for the purposes of work shall inform their immediate superior, indicating the purpose of their leave and the planned duration thereof. If necessary, employees who leave their workplace for non-work-related purposes shall first obtain the permission of their immediate superior.
30. Annual leave is the time off from work, calculated in working days, that is granted to an employee to rest and renew his/her capacity for work, whereby the employee retains his/her average salary (is paid his/her holiday pay).
31. Employees shall be entitled to 20 (twenty) working days (for those who work 5 (five) days per week) or 24 (twenty-four) working days (for those who work 6 (six) days per week) of annual leave. If the number of working days per week is less or different, the employee shall be granted leave of 4 (four) weeks.
32. Employees under the age of 18 and disabled employees shall be entitled to 25 (twenty-five) working days of annual leave (for those who work 5 (five) days per week) or 30 (thirty) working days of annual leave (for those who work 6 (six) days per week). If the number of working days per week is less or different, the employee shall be granted leave of 5 (five) weeks.

33. Teachers (professors, associate professors, lecturers, and assistants) shall be entitled to 40 (forty) working days (for those who work 5 (five) days per week) or 48 (forty-eight) working days (for those who work 6 (six) days per week) of annual leave. If the number of working days per week is less or different, such teachers shall be granted an extended annual leave of no less than eight (8) weeks.

34. Researchers (chief research workers, senior research workers, research workers, and junior research workers) shall be entitled to 40 (forty) working days (for those who work 5 (five) days per week) or 48 (forty-eight) working days (for those who work 6 (six) days per week) of annual leave. If the number of working days per week is less or different, such researchers shall be granted an extended annual leave of no less than eight (8) weeks.

35. Employees shall be entitled to additional leave for long-term continuous employment at the University: employees with more than ten (10) years of continuous employment at the University shall be granted three (3) additional working days of leave, and one (1) additional working day of leave for each subsequent five (5) years of continuous employment at the University.

36. Employees entitled to additional leave on more than one basis shall be granted only one type of additional leave at their choice in addition to their annual leave. Employees entitled to both extended and additional leave shall be granted, at their choice, either the extended leave or the additional leave.

37. Annual leave shall be granted by agreement between the parties, upon written request of the employee. Annual leave shall be granted at least once per working year. At least one part of the annual leave shall be at least 10 (ten) working days or at least 12 (twelve) working days (for those who work six days per week), and where the number of working days per week is less or different, the part of the leave shall not be shorter than 2 (two) weeks.

38. For the first working year, full annual leave is usually granted after the employee has worked at least half of the number of working days for the working year. Before six months of uninterrupted work, annual leave shall be granted at the employee's request:

38.1. to pregnant employees before or after pregnancy and childbirth leave;

38.2. to fathers during the pregnancy and childbirth leave taken by the mother of their child, or before or after paternity leave;

38.3. teachers in their first year of employment shall be granted annual leave during the summer holidays, regardless of when they started working at the University;

38.4. in other cases established by labour law provisions.

39. It shall be prohibited to replace annual leave with monetary compensation except upon termination of an employment relationship when the employee is paid compensation for unused annual leave or part thereof.

40. In accordance with the procedure laid down in the LC, upon receipt of an employee's request, special leave shall be granted to eligible University employees. Special leave covers pregnancy and childbirth leave, paternity leave, childcare leave, educational leave, sabbatical leave, and unpaid leave.

VI. REMUNERATION

41. The remuneration structure, general provisions and other rules shall be approved by the University Council.

42. Salaries shall be paid to employees 2 (two) times a month. An advance payment of up to 50 percent of salary shall be paid by the 25th day of each month. The final payment for the month worked shall be paid by the 10th day of the following month. At the employee's request, the salary may be paid once a month.

43. Upon the request of the employee, he/she shall be issued a salary slip. Salary slip information shall be provided to employees electronically.

44. Employees travelling on official/scientific work trip shall be guaranteed to retain their place of employment (post) and salary for the duration of the work trip. In accordance with the procedure established by the Government of the Republic of Lithuania, employees shall be paid daily allowance and reimbursed for expenses related to the work trip.

VII. SAFETY AND HEALTH AT WORK

45. Employees, regardless of their length of service, qualifications and nature of work, shall be instructed on issues relating to health and safety at work as well as fire and civil protection.

46. Every employee shall be provided with the appropriate, safe and healthy working conditions as established in the Law on Safety and Health at Work of the Republic of Lithuania. The workplace and working environment of every employee must be safe, comfortable and healthy and equipped according to the requirements of safety and health at work regulatory acts.

47. Employees shall be obliged to know and comply with the requirements of occupational safety regulations, the instructions on how to operate installations, machinery and equipment, and the requirements of sanitation, hygiene and fire protection provided for in the relevant regulations and instructions, as well as to follow other lawful instructions of the employer or his/her authorised person and of the public officials responsible for controlling occupational safety.

48. Employees shall protect their health, not harm the health of other employees, and use only technically sound work equipment that meets the regulatory requirements of safety and health at work.

49. Employees who may be exposed to occupational risk factors at work shall undergo a health examination at their own expense before starting work and those who are employed shall undergo periodic health checks in accordance with an approved employee health check schedule. An employee who refuses to undergo a health examination at the scheduled time shall be dismissed without pay.

50. In the event of an accident at work (on the way to/from work), the injured employee or any other employee who witnesses the accident shall immediately inform the head of the unit, who in turn shall immediately ensure the provision of first aid.

VIII. EMPLOYEE INCENTIVES AND RESPONSIBILITIES

51. Employees may receive incentives for the excellent performance of their duties, high quality and impeccable execution of tasks, as well as other excellent work results by means of expression of gratitude, bonuses, etc.

52. An employee who, through culpable act or omission, commits a violation of the duties established by labour law provisions or the employment contract may have his or her employment terminated without notice and without severance pay. The reason for termination of an employment contract may be the following:

52.1. gross violation of the employee's job duties;

52.2. a second instance of the employee committing the same job duty violation over the past 12 (twelve) months.

53. The following can be considered a gross violation of job duties:

53.1. failure to come to work for the entire workday or shift without a valid reason;

53.2. showing up at the workplace during working hours under the influence of alcohol or narcotic, psychotropic or toxic substances, except for cases when said intoxication was caused by the performance of professional duties;

53.3. refusal to undergo a medical examination when such an examination is required according to labour law provisions;

53.4. harassment on the basis of gender or sexual harassment, acts of a discriminatory nature, or the violation of honour and dignity with respect to other employees or third parties during working hours or at the workplace;

53.5. deliberately causing the employer material damage or attempting to deliberately cause the employer material damage;

53.6. an act of a criminal nature committed during working hours or at the workplace;

53.7. other infringements which result in gross violation of the employee's job duties.

54. Before taking the decision to terminate an employment contract, a written explanation from the employee must be obtained, except for cases when the employee does not provide such explanation within the set deadline. An employment contract may only be terminated due to the same job duty violation being committed by the employee for a second time if when the first violation was established, the employee had the opportunity to provide an explanation, and the employer warned the employee, within one month of the violation coming to light, of possible dismissal for a repeat violation.

55. The decision to terminate an employment contract on the grounds of a violation committed by the employee shall be based on an assessment of the severity and consequences of the violation or violations, the circumstances of the action, the fault of the employee, the causal link between the employee's actions and the resulting consequences, and the employee's conduct and performance outcome prior to the violation or violations being committed. Dismissal should be a measure proportionate to the violation or entirety thereof.

IX. MAINTENANCE OF UNIVERSITY PROPERTY AND LIABILITY OF EMPLOYEES

56. Employees whose work is directly related to the custody, receipt, issue, sale, purchase or transportation of the University's property shall assume liability for such property by signing a property transfer and acceptance act or any other document evidencing the transfer of property.

57. Employees to whom the property of the University is transferred, including, but not limited to, tools transferred for their use at work, shall be liable for such property, obliged to protect and preserve it, to take inventory of it in accordance with the procedure laid down by the University, and to report to the University's Finance Department in a timely manner on the condition and depreciation of such property.

58. The liability of an employee shall arise from an offence whereby the employee causes damage to the University by failing to safeguard the property of the University entrusted to him/her, by failing to carry out his or her job duties, or by performing them improperly.

59. The compensation amount for material damage shall consist of direct losses and lost income.

60. In establishing the compensation amount for material damage, the following shall be taken into account:

60.1. the value of the property that was lost or which lost value minus depreciation, natural loss and costs incurred (direct losses);

60.2. the degree of fault of the parties and the actions taken thereby to avoid the occurrence of damage;

60.3. the extent to which the occurrence of the damage incurred was influenced by the nature of the University's activities and the operational risks borne by it.

61. An employee shall be required to compensate for all material damage done, but no more than 3 (three) times his or her average salary, or no more than 6 (six) times his or her average salary if the material damage was caused due to gross negligence on the part of the employee.

62. The employee shall be required to compensate for damage in full when:

62.1. the damage is done intentionally;

62.2. the damage is caused by an act of the employee of a criminal nature;

62.3. the damage is done by an employee who is under the influence of alcohol or narcotic, psychotropic or toxic substances;

62.4. the damage is done upon violating a non-compete agreement or the duty to protect confidential information;

62.5. non-material damage is caused to the University in the form of damage to its professional reputation, its good name, etc.

62.6. Damage caused by an employee that has not been compensated thereby in good faith by agreement of the parties in cash or in kind may be deducted from the employee's salary. The amount of said deduction shall not exceed the employee's 1 (one) month's average salary, even in the event that greater damage was caused. The employer's order to recover this damage may only be made within 3 (three) months of the day of revelation of the damage. Where the deduction exceeds the employee's 1 (one) month's average salary or where the time limit for the deduction has passed, the employer shall claim damages in the procedure established to settle labour disputes on rights.

X. FINAL PROVISIONS

63. Disputes between an employee and the University concerning the implementation of the rights and obligations set out in these Rules, laws governing employment relationships, the employment contract, the job description, and other legal acts shall be resolved through negotiations. Disputes which cannot be settled by agreement between the parties shall be resolved in accordance with the procedure laid down by the legislation of the Republic of Lithuania.

64. These Rules shall be introduced to all employees of the University by signature or by means of information technology and shall be made publicly available on the University's intranet.

65. The Rules and amendments thereto shall be approved by the University Council upon agreement with the representatives of the University employees.