

APPROVED

by Order No. R-146 of 17 April 2015
of the Rector of Vilnius University

RULES OF PROCEDURE OF VILNIUS UNIVERSITY

I. GENERAL PROVISIONS

1. The Rules of Procedure of Vilnius University (hereinafter the 'Rules') regulate the implementation of the provisions of the Labour Code of the Republic of Lithuania, the Republic of Lithuania Law on Higher Education and Research, the Republic of Lithuania Law on Safety and Health at Work, the Statute of Vilnius University (hereinafter the 'Statute'), and other legal acts regulating labour relations at Vilnius University (hereinafter the 'University').

2. These Rules shall be mandatory for all persons working under an employment contract concluded with the University.

3. The rights and duties of the University as an employer shall be exercised by the Rector, who shall have the right, in accordance with their competency, to transfer part of their rights and duties to one or several persons responsible for exercising these rights and duties.

4. Vilnius University prohibits any kind of discrimination in the fields of employment, remuneration, training, career, termination of employment, or retirement on the grounds of the employee's race, nationality, or social origin, age, religion, disability, gender, sexual orientation, family responsibilities, marital status, political views, trade union membership, etc.

II. PROCEDURE FOR CONCLUDING AN EMPLOYMENT CONTRACT, CHANGING THE WORKING CONDITIONS, AND DISMISSAL FROM WORK

5. Persons wishing to work as members of the teaching staff or research staff must comply with the requirements established in the Republic of Lithuania Law on Higher Education and Research, the Statute of Vilnius University, other legal acts, and the specific job description. Other employees must meet the general and specific requirements set out in the specific job description.

6. Teaching and research staff members shall be appointed to their main positions in accordance with the procedures set out in the laws and other legal acts. The minimum qualification requirements for the positions of teaching and research staff members, except for research fellows and guest lecturers/researchers who are foreign nationals, and the procedures for the certification and organisation of competitions for these positions shall be regulated by the Vilnius University Regulations for the Organisation of Teaching Staff and Research/Art Staff Recruiting Competitions and Certification. Other employees shall be appointed on the basis of an objective assessment of their professional training, skills, and advantages via a selection or competition process. Upon mutual agreement, they may be subject to a probationary period of up to three months, except in the case of employment by competition.

7. The person being employed shall submit the following documents to the Personnel Directorate:

7.1. an employment application in the prescribed form, approved by the heads of the relevant core and branch units or their authorised persons;

- 7.2. a copy of a personal identity document;
- 7.3. a copy or the number of their social insurance certificate;
- 7.4. a resume (CV);
- 7.5. copies of documents certifying education; if education was acquired abroad – copies of documents certifying education which were issued in foreign countries and legalised by the Centre for Quality Assessment in Higher Education, and translations of these documents into Lithuanian;
- 7.6. a medical certificate for compulsory medical examination or the personal medical record;
- 7.7. a copy of the disability certificate (if any);
- 7.8. a workload plan (for teaching staff);
- 7.9. an employee's job description with the signature of the recruited (transferred) employee;
- 7.10. a certificate on the working hours at the main workplace, or a certificate on the working hours at each workplace if the person works in several workplaces (when the person is hired to work in a secondary position);
- 7.11. a photo (if an employee ID card is issued);
- 7.12. other documents necessary for the employment of the employee.

8. Persons applying for a job at the University must submit the appropriate documents with the approvals of the responsible persons to the Personnel Directorate no later than five working days prior to the commencement of work in accordance with the document form requirements set out in the Rules of Clerical Work of Vilnius University. Persons who have not participated in the competition process but are applying for the teaching staff positions from 1 September must submit these documents by 30 June.

9. Employment shall be formalised by an order of the Rector on the appointment of a person to a relevant position, which forms the basis to conclude an employment contract with the employee. The employment contract shall be signed by the employee and the person representing the University who is authorised by an order of the Rector.

10. The written employment contract shall be drawn up in two copies. One signed copy of the employment contract shall be given to the employee, and the other copy shall be kept by the Personnel Directorate.

11. An employee ID card shall be issued upon request of the employee in accordance with the procedure established in the Rector's order.

12. Before assuming their duties at the University, each newly employed person shall read and sign the regulations and the rules of procedure of the unit at which they will be working, their job description, occupational safety and health requirements, fire safety requirements, and other legal acts which the employee must follow in their activities.

13. Persons employed at the University shall begin working on the date specified in the order of the Rector on the appointment of a person to a relevant position. The employer shall not have the right to require the employee to perform work not specified in the employment contract. An agreement can be made with an employee that, in addition to their main duties, the employee shall, for a period of time, assume additional duties not specified in the employment contract, or perform additional work for which they shall be paid an allowance in accordance with the Regulations on Remuneration of Employees of Vilnius University.

14. When changing the organisation of work or in other cases of operational necessity, the employer shall have the right to change the conditions of the employment contract in accordance with the procedure established by law.

15. An employee wishing to terminate their employment contract shall submit a written application to the Personnel Directorate with the approvals of the relevant heads within the time limits specified in these rules. The employee shall have the right to withdraw their application for termination of the employment contract no later than in three working days (notice period) from the date of submission of the application. The application for termination of the employment contract

may be withdrawn after the aforementioned time limit only with the consent of the Rector. At the end of the notice period, the employee shall have the right to stop working, and the University shall formalise the dismissal. Dismissal of an employee shall be formalised by an order of the Rector.

16. The dismissed employee must return the work equipment, documents, and property of the University (including the employee's ID card, if such has been issued) transferred to them no later than on the date of dismissal, and sign the document of termination of the employment contract.

17. The University must settle with the dismissed employee in full on the date of their dismissal, unless otherwise provided by the Labour Code or other laws, or by agreement between the employer and the employee. The amounts due to the employee shall be paid on the date of the settlement with the employee. If the settlement is delayed not due to the fault of the employee, the employee shall be paid their average remuneration for the period of delay.

18. At the request of the employee, the University administration must issue the employee a certificate of employment.

III. MAIN RIGHTS AND DUTIES OF THE EMPLOYEE

19. The employee shall have the right to:

19.1. receive remuneration for the work carried out;

19.2. demand to be provided with working conditions laid down in the laws, other regulatory legal acts, and the employment contract;

19.3. establish a trade union, be a member of a trade union, participate in the activities of employee representatives;

19.4. get acquainted with the timesheets for the current month provided in the Vilnius University information system;

19.5. get acquainted with the results of preliminary and periodic medical examinations;

19.6. develop their qualifications, gain new theoretical knowledge and practical skills;

19.7. refuse to work if the employee's health and safety is at risk, and refuse to carry out work tasks if they cannot be carried out safely due to insufficient training provided to the employee, if no collective protection measures are installed, or if the employee themselves is not provided with the necessary personal protective equipment;

19.8. demand compensation for pecuniary and non-pecuniary damage in accordance with the procedure established by law;

19.9. demand freedom of science, research, creation, and teaching.

20. The employee must:

20.1. perform the work or task assigned to them orally, in writing, by email, or by other means of communication within the time limit specified by their immediate superior.

20.2. adhere to the established working hours;

20.3. perform their duties fairly and in good faith;

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

20.5. comply with the working and rest time, and the labour discipline;

20.6. comply with their job description, the regulatory requirements regulating the employee's activities, and the occupational safety requirements;

20.7. protect and preserve the material and intellectual property of the University;

20.8. comply with the provisions of the Law on Legal Protection of Personal Data, as well as protect commercial, industrial, technological, and professional confidential information that comes to the employee's knowledge in the course of their duties.

20.9. not provide the internal documents of the University or their copies to third parties, except for the cases provided by laws and the agreements (contracts) of the University;

20.10. inform the Personnel Directorate about any changes to their place of residence, phone number, passport or personal identification card, or state social insurance certificate, marital status, the birth of a child or children, and other legal facts that might affect the employee's work, duties, or status;

20.11. in the event of an illness, notify the head of their unit or an authorised representative thereof no later than on the next day;

20.12. compensate the damage caused to the University in the cases and according to the procedure laid down in the laws and agreements (contracts);

20.13. avoid activities that are incompatible with the objectives of the University as a study and research institution.

21. Other rights and duties of the employee shall be established by the laws, other regulatory legal acts, these rules of procedure, job descriptions, the employment contract, the Code of Academic Ethics, and other internal legal acts adopted by the employer.

IV. WORKING TIME

22. Working time is the time that the employee must use to carry out the work assigned to them, and other equivalent periods.

23. The working time of research staff, administration, and other employees necessary for the implementation of academic and economic tasks of the higher education institution is 40 hours per week, five working days per week.

24. The working time of teaching staff is 36 hours per week. The teaching staff shall work six days per week according to the lecture, seminar, and consultation schedules, and individual pedagogical workload plans approved by the head of the core academic unit (dean, director).

25. Working hours of the Central Administration employees:

25.1. Monday to Thursday from 7:30 to 16:30;

25.2. Friday from 7:30 to 15:15.

26. The working hours of core units shall be determined by an order of the Rector upon proposal from the head of the unit.

27. By mutual agreement, a separate work schedule may be established for the employee regarding the beginning and end of work, and working hours per day.

28. The total working day may not exceed twelve hours for employees who work not only at the University or only at the University, but under an employment contract and agreements on additional work.

29. The working time of research staff, administration, and other employees shall be recorded in the timesheets in the form approved by the employer, by separately indicating the duration of overtime work, the duration of time worked on days off and public holidays or during the night, and any deviations from normal working conditions. These timesheets shall be filled in by the responsible employees of each unit. Teaching staff shall work according to the lecture, seminar, practical training, and consultation schedules, and individual pedagogical workloads. Their working time shall also be marked in the timesheets. Timesheets shall be filled out electronically via the Vilnius University information system.

30. Research staff, employees organising studies and research, and service personnel, excluding the Rector, Pro-Rectors, heads of non-academic, academic, and branch units and deputies thereof, who need to leave their workplace during their working hours for the purposes of work, must inform their immediate superior by indicating the purpose of their leave and the planned duration thereof. Employees who must leave their workplace for non-work related purposes must first receive permission from their immediate superior.

31. If an employee is unable to come to work on time or at all, they must immediately inform their immediate superior thereof by indicating the reasons for the delay or absence. If, for some reason, employees are unable to do so themselves, it should be done by other persons.

V. REST PERIOD

32. Rest period shall be the time free from work, regulated by law, an employment contract, or other legal acts.

33. The break for resting and eating (lunch break) for Central Administration employees shall be 45 minutes long. Other break duration for resting and eating may be established for an individual employee by mutual agreement. The break for resting and eating shall not be included in the total working time.

34. Upon proposal from the head of a core unit, the Rector shall determine the duration, beginning, and end of the break for resting and eating for the research staff, employees organising studies and research, and service personnel of that unit.

35. Employees working on computers must take a break of up to ten minutes after every hour of uninterrupted work, which shall be included in the working time. The time of such breaks must be controlled by the heads of the structural units.

36. The rest days for research staff, employees organising studies and research, and service personnel shall be Saturday and Sunday. The uninterrupted weekly rest period for teaching staff must be at least 35 hours long.

37. When coordinating the rest periods of employees with public holidays, rest days may be transferred by an order of the Rector in accordance with the legal acts of the Republic of Lithuania.

38. Annual leave shall be a period calculated in calendar days, granted to an employee for rest and rehabilitation of working capacity, when the employee leaves their job (position) and gets paid their average remuneration.

39. Vilnius University employees shall be granted the following annual leave: minimum, extended, and additional.

40. Annual leave shall be granted according to a schedule approved by an order of the Rector until 15 April of each year. The granting of scheduled annual leave shall be formalised by an order of the Rector. Employees shall not be required to submit a separate application for the granting of the scheduled annual leave. Non-scheduled leave (outside of the scheduled time) may be granted by agreement of the parties at the request of the employee.

41. Recalling an employee from their annual leave is possible only with the written consent of the employee, in which the employee must indicate when they would like to be granted the unused portion of their annual leave (their leave may continue immediately after the end of the recall period, be added to the annual leave of next year, or be used during the current year by separate agreement of the parties).

42. The minimum annual leave shall be a period of 28 calendar days. Employees under eighteen years of age, employees who are single parents of a child under fourteen years of age (or a disabled child under eighteen years of age), employees who have a disability, and other persons specified by law shall be subject to a minimum annual leave of 35 calendar days.

43. Extended annual leave of up to 58 calendar days shall be granted to the teaching and research staff.

44. The duration of leave shall not be reduced for part-time employees.

45. Annual leave shall be granted for a period of twelve months calculated from the first day of employment. Annual leave for the following year may be granted from the first day of the new working year.

46. Annual leave for the first year of employment is generally granted after six months of

employment at the University. By agreement between the employee and the head of the unit, annual leave may be granted after less than six months by the decision of the Rector.

47. Annual leave shall not be replaced with monetary compensation. A monetary compensation for unused annual leave shall be paid upon the termination of the employment contract. Compensation shall be paid for all unused annual leave, or, as of 1 December 2015, for no more than three years of unused annual leave, if the employee was actually able to take the annual leave.

48. When an employee is being dismissed from work (with the exception of cases when they are being dismissed through their own fault), the unused annual leave shall be granted, at their own request, by carrying forward the date of dismissal, or, as of 1 December 2015, for no more than three years of unused annual leave, if the employee was actually able to take the annual leave, and the collective agreement does not provide otherwise. In such a case, the date of dismissal shall be the next day after the final day of the annual leave.

49. At the request of employees, annual leave may be granted in parts. One part per year must be at least fourteen calendar days long, while the remaining parts may be shorter. At the request of the employee, annual leave may be granted excluding weekend days. However, if the employee wishes to continue their leave after the weekend, the weekend days shall be included in the total number of annual leave days, unless otherwise specified in the collective agreement.

50. The annual leave must be used during the current year. It may be carried forward to the next working year only at the request or with the consent of the employee.

51. If the employee becomes temporarily incapacitated during their annual leave, the employee must notify in writing the Personnel Directorate in advance (not later than on the last day of incapacity for work) whether they wish to extend their annual leave after the period of temporary incapacity for work or to carry forward the unused leave days by adding them to the unused annual leave.

52. Remuneration for annual leave shall be paid to the employee no later than three calendar days before the beginning of the leave.

53. Employees raising a child with a disability under eighteen years of age or two children under twelve years of age shall be granted an additional rest day per month (or have their weekly working time shortened by two hours), and employees raising three or more children under twelve years of age shall be entitled to two additional rest days per month (or have their weekly working time shortened by four hours accordingly) and paid their average remuneration. The specific method of granting free time shall be determined by mutual agreement of the parties.

54. Employees who are not entitled to the additional rest days specified in Item 53 and who are raising a child under the age of twelve attending a general education school shall be granted at least half a working day off per year on the first day of the school year, and paid their average remuneration.

55. Pursuant to the legal acts of the Republic of Lithuania, employees with more than ten years of uninterrupted work experience at the University shall be granted additional annual leave of three calendar days, and one additional calendar day for each subsequent five years of work at the University. Additional annual leave shall be added to the minimum annual leave and may be granted either jointly or separately by agreement of the parties. Teaching and research staff entitled to receive extended annual leave and additional annual leave shall be able to choose whether to receive extended annual leave or additional annual leave added to their minimum annual leave.

56. Unpaid leave shall be provided at the employee's request:

56.1. to employees raising a child under fourteen years of age – for up to 14 calendar days;

56.2. to employees raising a child with a disability under eighteen years of age – for up to 30 calendar days;

56.3. during the pregnancy and childbirth leave and the child care leave taken by the mother, to the father, at his request (or to the mother – during the child care leave taken by the father); the

aggregate duration of these leaves may not be longer than three months;

56.4. to a person with a disability – for up to 30 calendar days per year;

56.5. to an employee who, on their own, is taking care of a person with a disability where the necessity of continuous care has been prescribed by a decision of the Disability and Working Capacity Assessment Office – for up to 30 calendar days per year at the time agreed between the parties;

56.6. to an employee taking care of a sick family member – for a period recommended by a health institution;

56.7. for a wedding – no less than three calendar days;

56.8. for a funeral of a family member – no less than three calendar days; family members in this case include spouses, parents (step-parents), guardians, children (stepchildren) and foster children (regardless of their age), brothers (stepbrothers), sisters (stepsisters), and grandparents;

56.9. unpaid leave for other important reasons shall be granted to the employee by agreement of the parties (for a period of no more than one year).

57. Together with their request for unpaid leave, the employee must submit the relevant documents (copies) confirming the basis for granting unpaid leave, except as provided in Item 56(9).

58. Teaching staff may be exempted from pedagogical work in order to carry out research or develop their scientific and pedagogical qualifications every five years, but for no longer than one year. During this period, the teaching staff member shall be paid their average remuneration. Exemption from pedagogical work shall be formalised as sabbatical leave. The procedure for granting sabbatical leave shall be established by an order of the Rector.

VI. ORGANISATION OF REMUNERATION FOR WORK

59. The structure of remuneration of employees, sources of payment, general provisions, and other rules are approved in the Regulations on Remuneration of Employees of Vilnius University. Lump-sums and material benefits may be paid to employees in accordance with the procedures of these regulations.

60. Remuneration is paid to employees twice a month by transferring it to the bank account specified by the employee. An advance payment of up to 40 per cent of the official salary is paid by the 27th day of each month. The final payment for the actually worked month is paid by the 12th day of the following month. The employee's remuneration may be paid once a month upon the written request of the employee and this must be established in the employment contract.

61. A sickness benefit equal to 80 percent of the employee's average remuneration, calculated in accordance with the procedure established by the Government of the Republic of Lithuania, shall be paid for the first two calendar days of incapacity for work.

62. A certificate of the employee's remuneration shall be issued upon the request of the employee.

63. At least once a month, the employer must provide the employee with information via the information system on the amounts calculated, paid to, and deducted from the employee, and on the total amount of time the employee has worked, by separately indicating the duration of overtime work.

64. Employees going on secondments for employment purposes (or research secondments) shall retain their job and remuneration, and shall receive daily allowance, as well as compensation for accommodation and other expenses related to their secondment. The procedure for reimbursement of secondment expenses is regulated by the Rules on Reimbursement of Secondment Expenses at Vilnius University.

65. The procedure for the remuneration of employees going on work placements abroad is regulated by the Vilnius University Regulations on Employee Work Placements Abroad.

66. For employees who are studying at a higher education institution or university while

working, the Rector shall make a decision on the payment of remuneration during their educational leave upon proposal from the head of the unit.

VII. SAFETY AND HEALTH AT WORK

67. Safety and health at work shall mean all preventive measures intended for the preservation of the functional capacity, health, and life of employees at work, which are applied or planned in all stages of the operations of Vilnius University in order to protect employees from, or to minimise occupational risks.

68. Employees, regardless of their length of service, qualifications, and nature of work, must be instructed on how to comply with the requirements of occupational safety and health, fire and civil safety. An employee cannot start working without being instructed and trained on how to work safely.

69. Each employee must be provided with appropriate, safe, and non-hazardous working conditions in all aspects of their work. In the event of an incident, i.e. a work-related incident which does not result in any damage to an employee's health or does not result in the loss of an employee's capacity for work, the head of the unit shall be notified and a free-form report describing the circumstances of the incident shall be drawn up, indicating why the event cannot be classified as an accident at work. The free-form report shall be drawn up and signed by members of the bilateral commission or the SLI inspector who investigated the incident at work.

70. Employees must be familiar with and comply with the requirements of occupational safety regulations and instructions, the instructions on how to operate machinery and equipment, and the requirements of sanitation, hygiene, and fire protection provided for in the relevant rules and instructions, as well as to follow other lawful instructions of the employer or their authorised representative, as well as occupational safety officers. Employees must 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.

71. After assessing the risk factors that are present in the work environment of their employees and that may endanger the safety and health thereof, the heads of units must select and provide their employees with personal protective equipment based on the occupational safety regulations, technical documents, workplace hygiene assessment data, hygiene standards, the technical dossiers of used equipment and their instructions for use, as well as the requirements specified in safety data sheets and other documents.

72. Employees who may be exposed to occupational risk factors at work must undergo a health check before employment (at their own expense) and periodically during their employment according to an approved employee health check schedule (paid by the employer). If an employee refuses to undergo a health check at the scheduled time, they shall be suspended from duty without remuneration. The suspension shall be formalised in writing.

73. In the event of an accident, an employee who has been injured during the accident (or on their way to or from work), or any other employee who has witnessed the accident, must immediately inform the head of the unit. The head of the unit shall immediately ensure that first aid is provided and inform the General Affairs Department about the incident. The workplace and the condition of equipment must be maintained as they were during the accident at work until the start of the investigation. Necessary changes can be made if failure to do so endangers the life and health of other people, however the condition of the site of the incident must be formalised in writing, photographed, or filmed before making the aforementioned changes.

VIII. INCENTIVES AND IMPOSITION OF DISCIPLINARY PENALTIES

74. 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 (a letter of appreciation, a one-off payment, etc.).

75. Violation of labour discipline shall be deemed to be non-performance or improper performance of work duties due to the fault of the employee.

76. Employees may be subject to the following disciplinary penalties for the violation of labour discipline:

76.1. a warning;

76.2. a reprimand;

76.3. dismissal from work (for violation of labour discipline when the employee has been subject to disciplinary penalties at least once in the last twelve months, or when the employee commits a gross violation of their job duties).

77. A gross violation of job duties shall be a violation of labour discipline involving gross violation of the provisions of laws and other regulatory acts which directly regulate the employee's work, or any other gross transgression of job duties or the prescribed procedures. A gross violation of job duties shall include:

77.1. improper conduct with visitors or interested parties, or other actions which directly violate the constitutional rights of persons;

77.2. disclosure of industrial, technological, professional, or other confidential information;

77.3. involvement in activities which, pursuant to the provisions of laws, other regulatory acts, rules of procedure, collective agreements, or employment contracts, are incompatible with the employee's job functions;

77.4. abuse of one's position in order to receive illegal income for oneself or other persons, or for any other personal reasons, also self-willed behaviour or bureaucracy;

77.5. violation of gender equality or sexual harassment of colleagues, subordinates, or interested parties;

77.6. refusal to provide information where laws, other regulatory legal acts or rules of procedure impose an obligation to do so, or provision of knowingly incorrect information in these cases;

77.7. acts with elements of theft, fraud, misappropriation, or embezzlement of property, acceptance of an illegal reward even though the employee did not incur criminal or administrative liability for these acts;

77.8. where, during the working time, the employee is under the influence of alcohol, narcotic, or toxic substances, with the exception of cases where intoxication was caused by the industrial processes at the enterprise;

77.9. absence from work throughout the day (shift) without valid reasons;

77.10. refusal to undergo a medical check-up where such check-ups are mandatory;

77.11. seeking to establish an intimate relationship with a student whom the employee is teaching, or whose research work the employee is supervising, or with whom the employee has other direct academic relations;

77.12. acceptance of direct and indirect gifts from students, including non-academic services or academic services not directly related to the studied subjects;

77.13. non-compliance with the regulatory occupational safety and health requirements, rules for the organisation and performance of work, and other instructions;

77.14. disclosure of commercial, industrial, technological, and professional confidential information to third parties.

77.15. using the University's computer network, email, and information resources in violation of the procedures established by VU;

77.16. other offences which are in gross violation of the rules of procedure.

78. Prior to the imposition of a disciplinary penalty, the employee must be asked in writing to provide their written explanation regarding the violation of labour discipline. If the employee does not provide their explanation within the time limit specified in the letter without valid reason, a disciplinary penalty may also be imposed on the employee without their explanation. The time limit for providing an explanation shall in no case be less than three working days.

79. The disciplinary penalty shall be imposed by an order of the Rector and by informing the employee thereof against signature. The order on the imposition of a disciplinary penalty must specify: the employee who has committed the violation of labour discipline; the violation of labour discipline and essence thereof (actions or inaction of the employee, violation of regulatory requirements, recurrence of violations, etc.); aggravating or mitigating circumstances of the violation (if any); imposed disciplinary penalty; measures to remedy or improve the situation which led to the violation of labour discipline.

80. A disciplinary penalty shall be imposed immediately after a violation of labour discipline becomes known, but no later than within one month from the date the violation became known, excluding the time during which the employee was absent from work due to an illness, was on a secondment or on annual leave, or, in the case of criminal proceedings, no later than within two months from the date of termination of the criminal proceedings, or from the date the court ruling becomes final. A disciplinary penalty may not be imposed if six months have passed from the date of the violation. If a violation of labour discipline is determined during an audit or revision of monetary or other assets (inventory), a disciplinary penalty may be imposed no later than within two years from the date of the violation.

81. Only one disciplinary penalty may be imposed per each violation of labour discipline.

82. If the employee does not receive any other penalties within one year from the date the disciplinary penalty was imposed, it shall be considered that they have not received any penalties.

83. If the employee performs their duties in good faith and achieves good work results, the penalty imposed on them may be terminated before the expiration of the validity period of the disciplinary penalty. The disciplinary penalty shall be revoked by an order of the Rector.

84. The disciplinary penalty may be appealed against in accordance with the dispute resolution procedure established in the Labour Code.

IX. GENERAL INTERNAL PROCEDURE REQUIREMENTS

85. Noise must be avoided, a professional work environment must be maintained, and employees must treat each other, persons whom they provided services to, and other persons with respect on the premises and in the territory of the University.

86. Employees shall be prohibited from using words and expressions in their workplace that would degrade the honour and dignity of other persons. It is also prohibited to store and disseminate information, the content of which degrades the honour and dignity of other persons.

87. Employees, students, and other persons shall be prohibited from smoking in the territory of the University.

88. Employees of the University shall have a neat appearance and preferably wear professional-style clothing.

89. An employee shall be provided with keys to classrooms, the University's premises, and their work office in order to be able to perform their work functions. It is prohibited to give the keys to other persons. If an employee loses the keys to a classroom, premises, or office, they must immediately inform their immediate superior and the Head of the Service Division of the Operations and Services Directorate, or another responsible employee.

90. The last employee to leave the classroom, premises, or office at the end of work must turn off the lights, close the windows, and lock the doors. If an alarm is installed, the employee must

activate it.

91. The entrance and exit of the Central Campus of the University are open for employees during the working hours of the Central Administration, i.e. on Monday-Thursday from 7:30 to 16:30, and on Friday from 7:30 to 15:15. At other units of the University, the time their premises can be entered and exited shall be determined by the heads of those units.

92. When starting and ending work, an employee working in the Central Campus must mark their employee card via a sensor installed at the entrance/exit door.

93. The Rector, Pro-Rectors, and other employees in accordance with the procedure established by the Rector shall have the right to enter the Central Campus during non-working hours, rest days, and holidays.

94. Employees must properly use the University's computer network resources, hardware and software, and information systems in accordance with the established rules and requirements:

94.1. the employee must use the University's computer network resources, hardware and software for work purposes only;

94.2. computer software must be used in accordance with the procedure indicated in the license thereof;

94.3. computer software shall be installed on the employee's computer in accordance with the procedures established by the University;

94.4. the employee must use the software installed on their computer by the responsible employees of the University or other authorised specialists;

94.5. it is prohibited to use the University's information resources in violation of the Republic of Lithuania Law on Copyright and Related Rights and other legal acts.

95. Employees must be aware that:

95.1. the responsibility for the content and security of information that is being sent or transmitted rests with the sender;

95.2. when solving system security problems or ensuring its functioning, or investigating violations of labour discipline or other violations, or when providing information to law enforcement authorities and courts, or when conducting internal investigations on behalf of the Rector/Senate, the overview of computer data and email messages by authorised persons is not considered a violation of the right of the computer and/or email user to privacy;

95.3. data transmission and email flows, communication time, and other necessary (regulated by legal acts) system log information is registered and stored in accordance with the laws of the Republic of Lithuania in order to protect the University's computer workstations and systems from being hacked, or from information corruption and loss.

96. Computer network resources, information systems, and electronic means of communication (email, web, etc.) must be used in accordance with regulations approved by the Rector.

97. Employees working on administrative premises are prohibited from locking themselves in their offices during working hours, unless otherwise provided by law.

98. Units may use vehicles belonging to the University for work-related purposes, by booking them and paying for the use thereof in accordance with the procedure established by an order of the Rector.

99. Employees may use vehicles belonging to the University (that are not occupied for work-related purposes) for non-work related purposes, by booking them and paying for the use thereof in accordance with the rates and procedures established by a resolution of the Senate.

100. Employees who use the University's vehicles for work or non-work related purposes must preserve these vehicles, use them for their intended purpose, as well as keep them clean and tidy.

101. Vehicles can be parked within the area of the University only in designated spaces

(parking lots). It is prohibited to park vehicles on lawns or sidewalks.

102. An employee must lower the parking barrier after entering or leaving the area of the University by car.

103. Only employees who have the written permission of the Rector shall have the right to park their personal vehicles in the courtyard of the Central Campus of the University (Vilnius University Library Courtyard). Employees may park their personal vehicles in the courtyards and closed areas of the structural units of the University only if they are included in the lists approved by the head of the relevant structural unit of the University.

X. SUBMISSION OF APPLICATIONS TO THE PERSONNEL DIRECTORATE AND ACCEPTANCE THEREOF

104. Applications addressed directly to the Personnel Directorate must be submitted within the following time limits:

104.1. applications for employment (with accompanying documents) – no later than five working days before the date of employment. Persons who have not participated in the competition process, but are applying for the positions of teaching staff from 1 September, must submit these documents by 30 June. Persons who have never worked at VU or whose fixed-term employment contract is expiring must deliver the documents with the signatures of responsible employees directly to the Personnel Directorate.

104.2. requests of employees to terminate their employment contracts by declaration thereof (in cases of fixed-term and open-ended employment contracts, and in cases where the employee has already acquired the right to receive a full pension or is receiving it), or requests to extend their fixed-term employment contracts, must be submitted no later than fourteen working days in advance;

104.3. if the employee's request to terminate the employment contract is based on illness, disability, non-performance of the employer's obligations under the employment contract, or violation of the law, the request must be submitted no later than three working days in advance; with the request, the employee must submit the relevant medical documents (copies) confirming that the illness or disability is preventing the employee from properly performing their work duties, or indicate in their request the obligations that are not being performed by the employer in regards to the employee;

104.4. applications from employees being transferred to another position or unit must be submitted no later than five working days before the date of their transfer to another position or unit;

104.5. secondment applications – no later than five working days in advance;

104.6. requests for a leave – no later than fourteen days in advance;

104.7. requests to issue a certificate on the position assumed by the employee, their length of service, remuneration, etc. – no later than ten days in advance;

104.8. submissions regarding wage supplements, allowances, bonuses, etc. must be submitted no later than on the 25th day of each month.

105. Documents must be submitted to the responsible employee of the Personnel Directorate, who shall record the date of receipt of the documents.

106. Documents can be submitted to the employees of the Personnel Directorate by email, postponing the delivery of original copies by two to three days.

XI. MATERIAL LIABILITY

107. The University shall incur material liability if:

107.1. an employee is injured or dies or contracts an occupational disease unless they were covered by social insurance against accidents at work and occupational diseases;

- 107.2. damage is caused by damage to, destruction or loss of the employee's property;
- 107.3. the material interests of the employee or other persons are otherwise violated;
- 107.4. an employee sustains non-property damage.

108. An employee must compensate material damage suffered by the University due to:

- 108.1. loss of property or reduction of its value, its damage/break down;
- 108.2. misuse of materials;

108.3. fines and compensation benefits which the University had to pay through the employee's fault due to damaged objects;

- 108.4. expenses resulting from damaged objects;
- 108.5. improper storage of material assets;
- 108.6. improper accounting of material or monetary assets;

108.7. failure to take measures to prevent the issuance of bad products or the misappropriation of material or monetary assets;

- 108.8. violation of other work duties or other instructions.

109. The employee must compensate all the damage caused to the University, however the compensation amount must not exceed the amount equal to the employee's three average monthly salaries, except in the cases specified in Item 110.

110. An employee must compensate all damage in the following cases:

- 110.1. damage was caused deliberately;

110.2. damage resulting from a criminal act of the employee, established in accordance with the procedures set forth in the Code of Criminal Procedure;

110.3. damage was caused by an employee with whom a full material liability contract has been concluded;

110.4. damage resulting from the loss of instruments, clothes, protective equipment issued to the employee for use at work, also from the loss of materials, sub-products, or products in the course of the production;

110.5. damage was caused in another way or to another property, when the full material liability for it is established in special laws;

110.6. damage was caused by an employee under the influence of alcohol or narcotic or toxic substances;

- 110.7. where this is provided for in the collective agreement.

111. The University shall enter into full material liability contracts with employees (group of employees) whose work is directly related to the storage, issuance, sale, purchase or transportation of material assets, and with employees who are given instruments to be used during work. The list of specific work tasks and positions, the procedure for concluding full material liability contracts, and the procedure for compensation of damage shall be approved by an order of the Rector.

112. Damage caused by an employee may be compensated in good faith by mutual agreement of the parties. In the agreement on compensation of damage, the parties shall agree on the amount of damage to be compensated, the compensation method, and compensation time limits.

113. If damage is not compensated by an employee in good faith (in kind or in cash), compensation for damage can be deducted from the employee's monthly remuneration by a written order of the Rector, without exceeding their average monthly remuneration amount, not later than within one month from the date the damage was identified. Deductions shall be made in accordance with the provisions of the Labour Code of the Republic of Lithuania and other legal acts regulating the procedure and amounts of deductions from remuneration.

114. In other cases, disputes regarding damage to the University shall be resolved in accordance with the labour dispute procedure.

XII. LABOUR DISPUTES

115. Disagreements between the employee and the employer regarding implementation of the rights and duties established in labour laws, other regulatory acts, and the employment contract shall be resolved through mutual negotiations.

116. If disputes cannot be resolved through negotiations, they shall be examined in accordance with the procedure established by the Labour Code of the Republic of Lithuania.

XIII. FINAL PROVISIONS

117. These Rules must be read and signed by every employee of the University. They shall be published on the internal website of the University.
