

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

## **VILNIUS UNIVERSITY RULES OF PROCEDURE**

### **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 Law on Science and Studies of the Republic of Lithuania, the 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 are mandatory to all persons working under an employment contract concluded with the University.

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

4. Vilnius University prohibits any kind of discrimination in the fields of employment, remuneration, training, career, termination of employment or retirement in terms of the employee's race, national 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 DISMISSING FROM WORK**

5. Persons wishing to work as lecturers or researchers must comply with the requirements established in the Law on Science and Studies of the Republic of Lithuania, 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. Lecturers and researchers 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 lecturers and researchers, except for trainee researchers and foreign guest lecturers/researchers, and the procedures for the certification and organization of competitions for these positions are regulated by the regulations for the certification of pedagogical and scientific personnel and the organization of competitions for positions at Vilnius University. 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. 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 authorized representatives thereof;

7.2. copy of an identity document (identity card, passport);

7.3. copy or number of social insurance certificate;

7.4. 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 legalized by the Centre for Quality Assessment in Higher Education, and translations of these documents into Lithuanian;

7.6. medical certificate for compulsory medical examination or personal medical record;

7.7. copy of disability certificate (if any);

7.8. workload plan (for lecturers);

7.9. employee's job description with the signature of the accepted (transferred) employee;

7.10. certificate on the working hours at the main workplace, or 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. photo (if an employee certificate is issued);

7.12. other documents necessary for the employment of the employee.

8. Persons applying to work at the University must submit appropriate documents with the approvals of 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 positions of lecturers from September 1, must submit these documents by June 30.

9. Employment is formalised by 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 is signed by the employee and the person representing the University who is authorized by order of the Rector.

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

11. An employee certificate is issued by request of the employee in accordance with the procedure established in the Rector's order.

12. Before assuming his duties at the University, each newly employed person shall read and sign the regulations and the rules of procedure of the unit in which he will be working, his job description, occupational safety and health requirements, fire safety requirements and other legal acts which the employee must follow in his 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 his 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 he shall be paid a bonus in accordance with the Regulations on Remuneration of Employees of Vilnius University.

14. When changing the organization of work or in other cases of production necessity, the employer shall have the right to change the terms and conditions of the employment contract in accordance with the procedures established by law.

15. An employee wishing to terminate his employment contract shall submit a written application to the Personnel Directorate with the approvals of relevant heads within the deadlines specified in these rules. The employee shall have the right to withdraw his application for termination of the employment contract no later than within 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 said deadline 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 formalize the dismissal. Dismissal of an employee is formalized by order of the rector.

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

17. The University must pay the dismissed employee in full on the date of his 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 employee payment date. If payment is delayed not due to the fault of the employee, the employee shall be paid his average wage for the period of delay.

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

### **III. MAIN RIGHTS AND OBLIGATIONS OF THE EMPLOYEE**

19. An employee shall have the right to:

19.1. receive a wage for his carried out work;

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 information system of Vilnius University;

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

19.6. improve his 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 himself is not provided with the necessary personal protective equipment;

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

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

20. The employee shall:

20.1. perform the work or task assigned to him orally, in writing, by e-mail or by other means of communication within the deadline specified by his immediate superior.

20.2. adhere to the established working hours;

20.3. perform his duties fairly and in good faith;

20.4. carry out the lawful instructions of the persons authorized 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 his 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 his 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 in his place of residence, phone number, passport, 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 his unit or an authorized 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 procedures laid down in the laws and agreements (contracts);

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

21. Other rights and obligations of the employee shall be established by the laws, other normative 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 him, and other equivalent periods.

23. The working time of researchers, 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 lecturers is 36 hours per week. Lecturers 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 until 16:30;

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

26. The working hours of core units shall be determined by order of the Rector on the recommendation of the head of the unit.

27. By agreement of the parties, 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 researchers, administration and other employees shall be recorded in timesheets 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 out by the responsible employees of each unit. Lecturers shall work according to the lecture, seminar, class 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 information system of Vilnius University.

30. Researchers, employees organizing studies and research, and service personnel, excluding the rector, vice-rector, 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 need to leave their workplace for non-work related purposes must first receive the permission of their immediate superior.

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

#### **V. REST PERIOD**

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

33. The break to rest and to eat (lunch break) for central administration employees shall be 45 minutes long. Another break to rest and to eat may be established for an individual employee by agreement of the parties. The break to rest and to eat is not included in the total working time.

34. Upon the recommendation of the head of a core unit, the Rector shall determine the duration, beginning and end of the break to rest and to eat for the researchers, employees organizing 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 researchers, employees organizing studies and research, and service personnel shall be Saturday and Sunday. The uninterrupted weekly rest period for lecturers must be at least 35 hours long.

37. When coordinating the rest periods of employees with public holidays, rest days may be transferred by 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, whereby the job (position) and the average wage of the employee is retained.

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

40. Annual leave is granted according to a schedule approved by order of the Rector until April 15 of each year. The granting of scheduled annual leave is formalized by order of the Rector. Employees are not required to submit separate applications for the granting of 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 his annual leave is possible only with the written consent of the employee, in which the employee must indicate the unused portion of his annual leave (his leave shall continue immediately after the end of the recall period, shall be added to the annual leave of next year, or will 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 are disabled, 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 lecturers and researchers.

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 cannot be replaced with monetary compensation. A monetary compensation for unused annual leave shall be paid upon the termination of the employment contract. Compensation is paid for all unused annual leave, and, 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 he is being dismissed through his own fault), the unused annual leave shall be granted, at his own request, by

carrying forward the date of dismissal, and, 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. If this is the 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 his 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 his 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 he wishes to extend his 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 disabled child 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 wage. The specific method of granting free time shall be determined by agreement of the parties.

54. Employees who are not entitled to the additional rest days specified in Clause 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 wage.

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. Lecturers and researchers 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 disabled child under eighteen years of age – for up to 30 calendar days;

56.3. during a maternity leave and a parental leave, or to the father at his request (to the mother - during parental leave taken by the father); the aggregate duration of these leaves may not be longer than three months;

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

56.5. to an employee who alone is taking care of a disabled person 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 – at least three calendar days;

56.8. for a funeral of a family member – at least three calendar days; family members in this case are considered to be spouses, parents (stepparents), 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 his request for unpaid leave, the employee must submit the relevant documents (copies) confirming the basis for granting unpaid leave, except as provided in Clause 56.9.

58. Lecturers may be exempted from pedagogical work in order to carry out research or improve their scientific and pedagogical qualifications every five years, but for no longer than one year. During this period, the lecturer shall be paid his average wage. Exemption from pedagogical work is formalized as creative leave. The procedure for granting creative leave shall be established by order of the Rector.

## **VI. ORGANIZATION 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. Wages are paid to employees twice a month by transferring them to the bank account specified by the employee. An advance payment of up to 40 percent of the official wage 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 wage may be paid once a month upon the written request of the employee, if this is provided for in the employment contract.

61. A sickness benefit equal to 80 percent of the employee's average wage, 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 wage 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 posted to other locations shall retain their job (position) and wage, and shall receive daily allowance, as well as compensation for accommodation and other expenses related to their posting. The procedure for reimbursement of posting expenses is regulated by the Regulations on Reimbursement of Posting Expenses of Vilnius University.

65. The procedure for remuneration of employees going on traineeships abroad is regulated by the Regulations on Employee Traineeships Abroad of Vilnius University.

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 wages during the educational leave by recommendation of 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 his work. In the event of an incident, i.e. 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 ability to work, the head of the unit shall be notified and a free-form report describing the circumstances of the incident shall be drawn up, by 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 know 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 regulations and instructions, as well as to follow other lawful instructions of the employer or authorized representative thereof and 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 passports 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, he shall be dismissed from work without receiving his wage. The said dismissal shall be formalized in writing.

73. In the event of an accident, an employee who has been injured during the accident (on his way to or from work) or any other employee who has seen 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 formalized in writing, photographed or filmed before the said 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 (expression of gratitude, a bonus, etc.).

75. Breach of labour discipline is 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 actions for the breach of labour discipline:

76.1. warning;

76.2. reprimand;



76.3. dismissal from work (for breach 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 serious breach of his work duties).

77. A gross breach of work duties shall be a breach 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 work duties or the prescribed procedures. A gross breach of work 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, work regulations, 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 equal rights for women and men or sexual harassment of colleagues, subordinates or interested parties;

77.6. refusal to provide information where laws, other regulatory acts or work regulations 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 organization 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, e-mail and information resources in violation of the procedures established by VU;

77.16. other offences which are in gross breach of work procedure.

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

79. The disciplinary penalty shall be imposed by 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 breach of labour discipline; the breach 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 breach (if any); imposed disciplinary penalty; measures to remedy or improve the situation which led to the breach of labour discipline.

80. A disciplinary penalty shall be imposed immediately after a breach of labour discipline becomes known, but no later than within one month from the date the breach became known, excluding the time during which the employee was absent from work due to an illness, was on a business trip 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 judgment becomes final. A disciplinary penalty may not be imposed if six months have passed from the date of the breach. If a breach of labour discipline is determined during an audit or revision of monetary and other assets (inventory), a disciplinary penalty may be imposed no later than within two years from the date of the breach.

81. Only one disciplinary penalty may be imposed per each breach 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 he did not receive any penalties.

83. If the employee is working in good faith and achieves good work results, the penalty imposed on him may be terminated before the expiration of the validity period of the disciplinary penalty. The disciplinary penalty shall be revoked by 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, an official atmosphere must be maintained, and employees must treat each other, the service personnel and other persons with respect in the premises and area of the University.

86. Employees are 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 are prohibited from smoking in the area of the University.

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

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

90. An employee must turn off the lights, close the windows and lock the doors when leaving the classroom, premises or office at the end of work. If an alarm is installed, the employee must activate it.

91. The entrance and exit of the Old Campus of the University is 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. In 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 Old Campus must mark his employee card via a sensor installed at the entrance / exit door.

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

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 procedures 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 his computer by the responsible employees of the University or other authorized specialists;

94.5. it is prohibited to use the University's information resources in violation of the Law on Copyright and Related Rights of the Republic of Lithuania 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 shall rest with the sender;

95.2. when solving system security problems or ensuring its functioning, or investigating breaches 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 e-mail messages by authorized persons shall not be considered a violation of the right of the computer and/or e-mail user to privacy;

95.3. data transmission and e-mail flows, communication time and other necessary (regulated by legal acts) system log information shall be 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 (e-mail, web, etc.) must be used in accordance with regulations approved by the Rector.

97. Employees working in 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 order of the Rector.

99. Employees may use available vehicles belonging to the University for non-work related purposes, by booking them and paying for the use thereof in accordance with the rates and procedures established by 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 Old 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 deadlines:

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 lecturers from September 1, must submit these documents by June 30. 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 not 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; together 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 his work duties, or indicate in his request the obligations that are not being performed by the employer in regards to the employee;

104.4. applications from employees transferred to another position or unit must be submitted not later than five working days before the date of their transfer to another position or unit;

104.5. posting applications – not later than five working days in advance;

104.6. applications for leave – not later than fourteen days in advance;

104.7. requests to issue a certificate on the position assumed by the employee, his length of service, wage, etc. – not later than ten days in advance;

104.8. submissions regarding bonuses, additional payments, etc. must be provided 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 e-mail, by postponing the original delivery of documents by 2-3 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 he was 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 property 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;

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. breach 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 wages, except in the cases specified in Clause 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 determined according to the procedure laid down in the Criminal Code;

110.3. damage was caused by an employee with whom a contract of full material liability 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 any other way or to any other property, the full material liability for which 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 a collective agreement.

111. The University shall enter into a full material liability agreement 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 agreements, and the procedure for compensation of damage shall be approved by order of the Rector.

112. Damage caused by an employee may be compensated in good faith by 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 deadlines.

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 wage by written order of the Rector, without exceeding the amount equal to the employee's three average monthly wages, not later than within one month from the date the damage was identified. Deductions are 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 wages.

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 obligations 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 procedures 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.

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