

LIEPĀJAS UNIVERSITĀTE

APPROVED

at the Senate meeting of 25 September 2023, Minutes No. 2

RULES OF CONDUCT FOR THE EMPLOYEES OF THE LIEPĀJA UNIVERSITY

Issued in accordance with Sections 54, 55 of the Labour Law

I. General Matters

- 1. The Rules of Conduct for the staff of the Liepāja University (hereinafter referred to as the Rules) is an internal regulatory enactment of the Liepāja University (hereinafter referred to as Liepāja University), which stipulates the Employer's uniform labour procedure and labour discipline, the rights, duties and responsibilities of the Employer and the Employee in ensuring labour procedure and labour discipline. In addition to the regulatory enactments governing labour relations, the employment contract, the Collective Labour Agreement, LiepU internal regulatory enactments and orders, the Rules govern the legal relations between the Employer and the Employee, involvement and responsibility of employees in the labour processes for the fulfilment of the objectives set out in the LiepU Strategy. The Rules are equally binding on the Employer and the Employee.
- 2. The Rules are governed by the Labour Law, the Law on Remuneration of Officials and Employees of State and Local Government Authorities, the Liepāja University Constitution, the Law on Higher Education Institutions, the Law on Scientific Activities, other laws and regulations applicable in the Republic of Latvia, the Liepāja University Code of Ethics, the Collective Labour Agreement, Liepāja University orders and other LiepU internal regulatory enactments.
- 3. The Employer or their delegated representative shall make the Rules and any amendments or supplements thereto known to all Employees. Acquaintance with the rules is confirmed by the Employee's signature (handwritten or electronic, using technological solutions offered by LiepU) that he/she is familiar with the content of the document.
- 4. A Company Contract or Royalty Contract concluded with a natural person is defined as a service contract, therefore persons who have concluded such contracts with LiepU are not subject to the procedure referred to in these Rules, as well as to the social guarantees referred to in legal employment relations.

5. Ter

ms used in the Rules

5.1. "E mployer" - LiepU, which employs an employee on the basis of an employment contract;

- 5.2. "Employee" a natural person who, on the basis of an employment contract, performs specified work under the leadership of LiepU for an agreed remuneration;
- 5.3. "staff" LiepU Employees;
- 5.4. "administration" the Rector, Vice-Rectors, Directors, Deans, other heads of structural units;

- 5.5. "academic staff" teaching and research staff elected to academic positions at LiepU;
- 5.6. "teaching staff" Employees elected to academic positions at LiepU:
 - 5.6.1. Professor, Associate Professor, Assistant Professor, Lecturer, Assistant;
 - 5.6.2. non-elected Employees:
 - 5.6.2.1. Visiting Professor, Associate Visiting Professor, Visiting Assistant Professor, Visiting Lecturer, Visiting Assistant,
 - 5.6.2.2. senior lecturers (lecturers who meet the requirements set for the position of a Professor, Associate Professor or Assistant Professor), teachers (teaching staff who meet the requirements set for the position of a Lecturer or Assistant);
- 5.7. "scientific staff" Employees elected to academic positions at LiepU:
 - 5.7.1. leading researcher, researcher, scientific assistant
 - 5.7.2. non-elected Employees:
 - 5.7.2.1. leading visiting researcher, visiting researcher, visiting scientific assistant
 - 5.7.2.2. acting leading researcher, acting researcher, acting scientific assistant;
- 5.8. "general staff" Employees other than those referred to in Clauses 5.5, 5.6, and 5.7;
- 5.9. "teacher" a natural person who has the education and professional qualification prescribed by the Education Law or other law governing education and who participates in the implementation of an educational programme in an educational institution or in a certified private practice;
- 6. The Employer is represented in relations with the Employees by the Rector or the Acting Rector of LiepU.
- 7. The Employee is recruited in a specific LiepU structural unit/project.
- 8. Structural unit/project managers are responsible for passing on information to their structural unit/project Employees.

II. Duties and rights of the Employees

9. The LiepU Employees have the duty to:

- 9.1 provide the Employer with the personal data necessary for the establishment and maintenance of the employment relations;
- 9.2. before the commencement of work:
 - 9.2.1. sign an employment contract with the Employer;
 - 9.2.2. familiarise themselves with:
 - 9.2.2.1. the work to be performed and the conditions thereof,
 - 9.2.2.2. the Employer's internal rules of conduct, labour safety and protection, safety engineering, fire safety, occupational hygiene and other rules, certifying by signature that he/she is familiar with them;
- 9.3. perform the employment contract and the agreed duties in good faith, as well as to observe/comply with the laws/regulatory enactments of the Republic of Latvia (hereinafter referred to as the RoL), the LiepU Constitution, planning documents (policies and strategies), these Rules and other laws/regulatory enactments/documents, orders and decisions, Quality Management System (hereinafter referred to as QMS) procedures and briefings, to comply with the provisions of the Collective Labour Agreement;
- 9.4. after the issue, distribution, publication and/or updating of the LiepU documents referred to in Clause 9.3, to familiarise themselves with their content;
- 9.5. comply with the Employer's internal work procedures, labour safety and protection, safety engineering, fire safety, occupational hygiene and other rules;
- 9.6. check LiepU e-mail on regular basis (if no such an e-mail account has been established to check the private e-mail specified to the Employer):
 - 9.6.1. teaching and scientific staff at least once a working day;

- 9.6.2. general staff at least 3 times a working day;
- 9.7. respect the scope of work and working hours set by the Employer, and use all working time for the work agreed in the contract;
- 9.8. respect the culture of communication at work and develop correct relations with colleagues, students and visitors;
- 9.9. teaching staff to use their mobile phones only for teaching purposes;
- 9.10. maintain cleanliness and order on all LiepU premises;
- 9.11. obtain keys to rooms (classrooms, lecture theatres, etc.) from the doorman by producing a staff card and not to make their own keys to rooms without the approval of the Maintenance Department;
- 9.12. take action for immediate elimination of causes and conditions that interfere with the normal course of work, and, where necessary, report them to the administration;
- 9.13. comply with the procedures laid down for the storage of material assets and documents, and to be responsible for material assets and documents deposited with the Employee or use in accordance with the nomenclature or the deed;
- 9.14. treat the Employer's property and equipment with care and use energy, water, gas, household materials and stationery economically and efficiently;
- 9.15. be loyal to the Employer, including by not disseminating false and unverified information, and by acting in such a way as to enhance the Employer's prestige in society and strengthen its honour and not to commit acts that could harm the Employer's interests and reputation;
- 9.16. prevent any corrupt practices, fraudulent, misappropriation acts or facilitation thereof;
- 9.17. promote the protection of intellectual property rights;
- 9.18. execute and submit documents related to the performance of the Employee's professional duties in a timely manner (documents related to cash settlements, acquisition and accounting of material assets, remuneration; examination reports, etc.);
- 9.19. improve their qualifications, professional competence, and work skills;
- 9.20. employees who have the status of public officials to obtain permission to combine their offices in accordance with the procedures laid down in the Law On Prevention of Conflict of Interest in Activities of Public Officials.
- 9.21. inform the Employer within 5 working days of any changes in their personal data (identity documents, address of declared residence, telephone number, e-mail, education documents, etc.);
- 9.22. in the event of incapacity for work or other absence:
 - 9.22.1. within one to three working days, to notify the head of the structural unit/Head of Personnel and Document Management of inability to perform duties due to incapacity for work or other circumstances;
 - 9.22.2. in case of incapacity for work:
 - 9.22.2.1. draw up a sick-leave certificate and inform the head of the structural unit/Head of Personnel and Document Management;
 - 9.22.2.2. notify the head of the structural unit/Head of Personnel and Document Management of closure of the sick-leave certificate on the day the sick-leave certificate is closed;
 - 9.22.3. in case of absence of another kind:
 - 9.22.3.1. coordinate with the head of his/her structural unit any absence from or leaving of work in violation of the working time arrangements established for the Employee;
 - 9.22.3.2. for absences not agreed with the head of the structural unit, provide the head of the structural unit with a supporting document or a written explanation no later than the next working day;
 - 9.22.4. provide, at the request of the head of the structural unit, any information on documents which are at the Employee's disposal, on works assigned to the

Employee but not yet completed, and on how documents can be found in paper/electronic form;

- 9.23. respect the confidentiality of information not to disclose to third parties the Employer's trade secret, restricted (internal) or confidential information, personal data and other secrets, including amounts of salary (information may only be disclosed to persons authorised to use it);
- 9.24. agree in writing with the Employer on the performance of professional duties with another employer (side work) if it is performed during the principal work;
- 9.25. in the case of termination of employment at the Employee's own request, the Employee is obliged to submit the notice of termination of employment to the Rector one month in advance, with the approval of the head of the structural unit, to the Personnel and Document Management;
- 9.26. settle his/her obligations to the Employer before the end of the legal employment relations:
 - 9.26.1. return books and teaching materials, mobile phones previously handed over for use, Employee ID cards, passes;
 - 9.26.2. a materially responsible employee shall hand over the tangible assets under his/her responsibility by a deed to the employee designated by the Employer;
 - 9.26.3. Employee, who according to the LiepU Case Nomenclature has been designated as the person responsible for documents, shall hand over the documents under his/her responsibility by a deed to the Employee designated by the Employer;
 - 9.26.4. inform the Information Technology Centre on the need to close LiepU email account.

10. LiepU Employees have the right to:

- 10.1. work in conditions that are safe for health, and not to start or interrupt work if any conditions pose a risk to personal health or the health or life of others;
- 10.2. request the employer to make adjustments to working time arrangements:
 - 10.2.1. an employee who has a child under the age of eight (8) years or who needs personal care for a spouse, parent, child or other close family member, or for a person living in the same household as the employee and who, for a serious medical reason, requires substantial care or support, has the right to ask the employer to make adjustments to the working time arrangements;
 - 10.2.2. an employee who has a child under the age of 18 (eighteen) years in his/her care shall be entitled to be temporarily absent in the event of the child's illness or accident and to attend a medical examination of the child if such examination cannot be carried out outside working hours, immediately or as soon as possible after informing and agreeing with the Employer;
 - 10.2.3. and other cases in accordance with regulatory enactments.
- 10.3. immediately notify the line manager of refusal to perform the professional duties, if the performance of the work in question poses or may pose a risk to the safety and health of the Employee or other persons and such risk cannot be eliminated by other means or the performance of the work in question involves the use of work equipment that is not in accordance with the Employee's professional training or the Employer's occupational safety instruction;
- 10.4. before the commencement of work:
 - 10.4.1. sign an employment contract with the Employer;
 - 10.4.2. be familiarised with:
 - 10.4.2.1.the work to be performed, the description of professional duties and its conditions;
 - 10.4.2.2. Collective Employment Agreement;

- 10.4.2.3.the Employer's internal rules of conduct, labour safety and labour protection, safety engineering, fire safety, occupational hygiene and other rules;
- 10.5. require the Employer to comply with/fulfil the provisions of the applicable laws/regulatory enactments of the RoL, the LiepU Constitution, planning documents (policies and strategies), these Rules and other applicable laws/regulatory enactments/documents, orders and decisions of LiepU, QMS procedures and briefings, to fulfil the provisions of the Collective Employment Agreement and perform duties stipulated in the employment contracts.
- 10.6. participate in elections of LiepU self-government bodies and be elected in accordance with their by-laws;
- 10.7. use LiepU resources (LiepU buildings, territories, inventory intended for work (computers, copiers, printers, paper, technical means, equipment, laboratories, classrooms, auditoriums, library, etc.) for their intended purposes in accordance with the regulatory enactments regulating the activities of higher education institutions. An Employee shall be prohibited from using LiepU resources for selfish interests, for carrying out uncoordinated economic activities, for religious and political purposes, including the activities of political organisations, and for political campaigning of any kind;
- 10.8. an employee who performs additional work for the same employer in addition to his/her principal work is entitled to an appropriate bonus for such work (the amount of pay and bonus is determined in the Collective Employment Agreement and/or employment contract or by the Employer's order);
- 10.9. to a Collective Employment Agreement, and to join/associate in trade union(s);
- 10.10. openly make constructive suggestions and valid criticism to colleagues and management about the study, scientific activity and work process;
- 10.11. make suggestions, applications and complaints to the Employer and receive a reply on the merits. Written application must contain the name, residence, structural unit and position of the applicant, signature of the applicant and date;
- 10.12. participate in the discussion of study, scientific, creative, etc. issues related to the activity and development of the Liepāja University, if, according to the by-laws of the structural units/decision-making bodies, the meetings are not declared secret;
- 10.13. withdraw the notice of termination no later than two weeks from the date of the notice:
- 10.14. use, upon a written request, the time to look for a new job within the framework of the agreed working time if the employment contract is terminated on the basis of Section 101(1) (6), (7), (8), (9) or (10) of the Labour Law (duration of this time is determined by the Employer in each individual case; the Employee retains average earnings during the period allowed);
- 10.15. teaching and scientific staff have the right to choose their teaching methods, the subject matter and the direction of their scientific activities.

III. Duties and rights of the Employer

11. The Employer has a duty to:

- 11.1. before the commencement of work:
 - 11.1.1. enter into employment contracts with the Employee;
 - 11.1.2. familiarise the Employees with:
 - 11.1.2.1. the work to be performed, the description of professional duties and its conditions;
 - 11.1.2.2. Collective Employment Agreement;
 - 11.1.2.3. The Employer's internal rules of conduct, labour safety and protection, safety engineering, fire safety, occupational hygiene and

any other provisions laid down for the organisation of work by obtaining signatures of the Employees as proof of their acquaintance with them.

- 11.2. observe/comply with the applicable laws/regulatory enactments of the Republic of Latvia, the LiepU Constitution, planning documents (policies and strategies), these Rules and other applicable LiepU laws/regulatory enactments/documents, orders and decisions, QMS procedures and briefings, to comply with the provisions of the Collective Labour Agreement and obligations set out in the employment contracts;
- 11.3. after the issue and/or updating the LiepU documents referred to in Clause 10.2, to provide their distribution, publication, ensuring timely informing of Employees about changes in internal regulatory enactments governing operation of the LiepU, operation of structural unit and performance of duties of the office;
- 11.4. ensure the requirements of labour safety and health, safety engineering, fire safety and occupational hygiene in accordance with the requirements of laws and regulations, as well as appropriate working conditions (room arrangement, heating, lighting, ventilation, repair, timely information, technical and material support workplace equipment);
- 11.5. ensure protection of Employees' personal data;
- 11.6. pay the Employee the remuneration agreed in the Employment Contract;
- 11.7. provide the employee with an employee card;
- 11.8. ensure maintenance of the LiepU buildings, equipment and inventory, as well as to ensure the necessary order and cleanliness;
- 11.9. create conditions for the development of culture and sports within the framework of the LiepU budget;
- 11.10. provide improvement of the Employee's professional skills, lifelong learning and the development of competences necessary for professional performance in accordance with the requirements of the post, within the limits of available resources;
- 11.11. provide replacement of an absent Employee and full-fledged operation of the structural unit or project;
- 11.12. provide that the work process is organised in a rational manner so that each Employee can fully perform his/her professional duties in accordance with his/her employment contract and job description;
- 11.13. require from the Employee a professional attitude motivated by quality work result and honest respect for the interests of LiepU;
- 11.14. listen to constructive suggestions from the Employee on the study, scientific and work process in general, and to take measures to improve working conditions within the budgetary possibilities;
- 11.15. conclude a Collective Employment Agreement at the initiative of the trade union.

12. The Employer has the right to:

- 12.1. require the Employees to perform in good faith their employment contracts, agreed duties, as well as to observe/comply with the applicable laws/regulatory enactments applicable in the RoL, the LiepU Constitution, planning documents (policies and strategies), these Rules and other applicable laws/regulatory enactments/documents, orders and decisions of LiepU, QMS procedures and briefings, to comply with the provisions of the Collective Labour Agreement;
- 12.2. specify the Employee's professional duties within the framework of the employment contract by its own orders;
- 12.3. express their attitude, both orally and in writing, on the work of Employees;
- 12.4. claim for damages from the Employee for losses incurred by the Employer as a result of the Employee's improper/non-quality performance of his/her obligation(s) in accordance with the procedures laid down in the applicable laws/regulatory enactments.

IV. LiepU Employees and visitors are prohibited from

- 13. Littering the LiepU premises and the adjacent territory.
- 14. Damaging the LiepU property on the premises equipment, appliances, house plants, flower pots, furniture, waste bins, etc.
- 15. Disturbing other LiepU visitors making noise and disobeying the established order, as well as physically or morally harass other LiepU visitors.
- 16. Filming or photographing materials for public use, except during public events, without a prior approval of the LiepU administration.
- 17. Smoking and vaping (smoking e-cigarettes) in the LiepU indoor environment, as well as outside the LiepU premises at the distance closer than 10 m from the entrances to LiepU buildings.
- 18. Consuming alcoholic beverages on the premises of LiepU, except during organised events, as well as to be under the influence of psychotropic substances on the premises of LiepU.
- 19. Arriving at LiepU wearing inappropriate clothing and/or looking naked.
- 20. Entering/moving on rollerblades, skateboards, scooters or bicycles on the LiepU premises.
- 21. Parking in unauthorised places, disregarding traffic signs/indications and markings on the road or on the edges of carriageways.
- 22. Bringing in flammable, explosive substances into the territory and on the premises of LiepU without a prior approval of the LiepU administration.
- 23. Entering the LiepU territory or premises with firearms, cold weapons and special means, except for the cases of performance of official duties.
- 24. Entering the LiepU premises with animals, except dogs acting as guide dogs. The owner of the animal assumes full responsibility for the guide dog, any litter caused thereby, and any damage caused to third parties.
- 25. Disregarding the fire safety norms established by the applicable laws/regulatory enactments of the Republic of Latvia and unauthorised use of fire extinguishers, fire alarm buttons, fire extinguisher cabinet equipment, etc., except for the cases of fire or other emergency situation inside the LiepU building.
- 26. Remaining on the LiepU premises when hearing a fire alarm or evacuation announcement.

V. Working time, its organisation, start and end of working time, breaks

- 27. The organisation, beginning and end of working time, breaks at work, based on the applicable laws/regulatory enactments of the Republic of Latvia, shall be determined by these Rules, employment contract, order, schedules.
- 28. Normal working hours for the purposes of the Labour Law are 40 hours per week (one full astronomical workload).
- 29. The normal working hours of LiepU shall be from 8:00 to 12:00 and from 13:00 to 17:00, unless otherwise agreed by the Employer or the head of the structural unit and the Employee, ensuring availability in the structural unit, unless the Employee is required to work different working hours by employment contract, order, schedules.
- 30. Part-time working arrangements at LiepU shall be established by order of the Employer if the Employee's part-time working arrangements are not established in accordance with the employment contract, schedules.
- 31. Scope of work:
 - 31.1. the scope of work of teaching staff is defined in terms of academic and astronomical workload:
 - 31.1.1. the amount of one full academic and astronomical workload for a given academic year is determined and approved by the Dean in accordance with the LiepU procedure "Procedure for planning and accounting of teaching staff scope of work",
 - 31.1.2. one full-time astronomical workload is equal to 40 hours per week;

- 31.2. workload of scientific staff is determined by astronomical workload:
 - 31.2.1. the scope of the workload is determined for the calendar year in question;
 - 31.2.2. one full-time astronomical workload is equal to 40 hours per week;
- 31.3. the scope of work of general staff is determined by astronomical workload one full-time astronomical workload is equal to 40 hours per week.

32. Working hours:

- 32.1. for teaching staff, working/class hours are determined by timetables;
- 32.2. for scientific staff, a five-day working week (Monday to Friday) and two days off (Saturday and Sunday) is determined;
- 32.3. for general staff:
 - 32.3.1. for janitors and cleaners, a six-day working week with one day off per week is determined;
 - 32.3.2. for doormen, drivers whose nature of work makes it impossible to comply with the normal daily or weekly working hours of the Employee concerned, aggregated working hours are determined. Reference period for aggregated working hours is 3 months. Employees may not be employed for more than 24 consecutive hours and 56 hours per week;
 - 32.3.3. for other Employees, a five-day working week (Monday to Friday) and two days off (Saturday and Sunday) is determined.
- 33. Break from work is granted if the number of daily working hours exceeds six. Break shall be granted not later than four hours after the beginning of work. Break of 60 minutes shall not be included in does not count as working time. During the break, the Employee has the right to leave his/her workplace.
- 34. The working hours laid down in these Rules, as well as the organisation of remote or flexible working hours, may be amended by the Employer or, in individual cases, by the Employer upon the proposal of the head of the structural unit or the approval of the Head of Personnel and Document Management.
- 35. The place of work may be different from the place of work agreed in the employment contract.
- 36. The Employee may perform work remotely upon a prior mutual agreement with the Employer or its representative.
- 37. Remote work is permitted if it does not affect the operation of LiepU negatively, if timely and quality performance of LiepU functions and tasks is ensured and the Employee ensures timely and effective exchange of information with the Work Supervisor during working hours using electronic means of communication (internet, e-mail, etc.) and telephone. If the Employee works remotely under an employment contract, the Employee shall be required to arrive on-site within a reasonable period of time during the specified working hours at the request of the Work Supervisor for the performance of specific work tasks. In such cases, the Employee shall not be reimbursed separately for travel and other expenses related to the visit to the place of work.
- 38. The working hours laid down in these Rules, as well as the organisation of remote or flexible working hours, may be amended by the Employer or, in individual cases, by the Employer upon the approval of the head of the structural unit or the Head of Personnel and Document Management.
- 39. Heads of the structural units and the Personnel and Document Management shall:
 - 39.1. organise and be responsible for the compliance with the Employees' working hours;
 - 39.2. keep a record of the hours worked by the Employees and submit the timesheet to the accounting office on the last working day of the month;
 - 39.3. post signs at the structural units indicating the working hours of the structural unit and its Employees.
- 40. The Personnel and Document Management and the Head of the QMS shall organise and perform the Employees' working time checks. Working time checks for the Personnel and Document Management and the Head of the QMS shall be organised and performed by the

- Finance and Personnel Director and the Development Director on the basis of equal treatment. Results of the check shall be taken into account in the Staff evaluation and scope/workload assessment process.
- 41. The opening hours of LiepU buildings are set, and the buildings are available to visitors as follows: 14 Lielā Street weekdays from 7:30 to 21:30, Saturdays from 7:30 to 20:00. 13 Kūrmājas prospekts weekdays from 7:45 to 19:45, Saturdays from 7:45 to 19:45. Art Research Laboratory weekdays from 7:45 to 23:00, Saturdays from 7:45 to 18:00. LiepU buildings are closed on Sundays. Changes in the opening hours of LiepU buildings are determined by the Employer's Order.
- 42. Duration of the working day before public holidays is determined in accordance with the Collective Employment Agreement.

VI. Procedures for assignment of holidays and days off

43. The Employees are entitled to holidays and days off.

44. Annual paid leave:

- 44.1. duration of paid annual leave may not be less than four calendar weeks, excluding public holidays:
 - 44.1.1. for the Rector, Vice-Rector, Dean eight calendar weeks;
 - 44.1.2. for academic staff eight calendar weeks;
 - 44.1.3. for other teachers whose profession/job classification code corresponds to the Cabinet of Ministers Regulation No. 354 of 10 May 2011 "Regulations on the List of Professions and Positions of Teachers" eight calendar weeks;
 - 44.1.4. for non-elected teaching staff (senior teacher, teacher) including in projects eight calendar weeks;
 - 44.1.5. for other Employees four calendar weeks;
- 44.2. paid annual leave shall be granted in full calendar weeks;
- 44.3. upon the agreement between the Employee and the Employer, paid annual leave may be taken in parts in the current year, but one of the parts of the leave may not be shorter than two continuous calendar weeks in the current year;
- 44.4. each part of paid annual leave may not be shorter than one calendar week, except where the Employer has authorised taking of the relevant period of annual leave by days, stating the reason to the Employee; in this case, the number of paid working days may not be increased;
- 44.5. in exceptional cases where granting of full amount of paid annual leave in the current year may adversely affect the normal course of the Employee's work, it shall be permissible, upon a written consent of the Employee, to postpone part of the leave to the following year, in which case the part of the leave in the current year may not be shorter than two continuous calendar weeks. As far as possible, the carry-over part of the leave shall be added to the following year's leave. A part of leave may be carried over for one year only;
- 44.6. if the Employee refuses to take paid annual leave, the Employer may grant leave to the Employee without the Employee's consent.

45. Annual paid additional leave:

- 45.1. duration of paid annual leave shall be determined and the leave shall be granted in accordance with the Labour Law, the Collective Employment Agreement or other applicable laws/regulatory enactments of the Republic of Latvia and the Employer;
- 45.2. paid annual leave shall granted in counted working days;
- 45.3. the total annual paid additional leave may not exceed 10 working days;
- 45.4. additional paid annual leave for the current year shall be granted after the uses of full annual paid leave, and it may be taken until the following year's annual paid leave.

- 46. No cash reimbursement of annual paid leave and additional leave shall be permitted, except in cases where the employment relations are terminated and the Employee has not taken annual paid leave.
- 47. In the event of a combination of office or additional work, the Employee shall be given the opportunity to take the longer leave, but shall be paid for the part of the longer leave only the average earnings earned in the office (job) entitling him/her to the longer leave.
- 48. For teaching and general staff, period for leaves has been determined for the summer study period, during student holidays or at other times agreed in writing.
- 49. Employees shall be granted leaves in accordance with the leave schedule approved by the Employer prepared by the Human Resources and Document Management by 1 March each year on the basis of leave requests submitted by the Employees via the *Visma HOP* self-service portal. The leave schedule is available electronically in the LiepU QMS.
- 50. Any changes to the leave schedule (in special cases) shall be made by the Employer on the basis of an application for a change in leave submitted by the Employee on the *Visma HOP* self-service portal, with the Employee stating the reason.
- 51. Before applying for leave or changes to leave on the *Visma HOP*self-service portal, the Employee shall coordinate leave times with the head of his/her structural unit.
- 52. The Employee shall be paid for the period of leave and for the time worked before the leave in accordance with the Labour Law.
- 53. Leave without pay may be granted to Employees by the Employer in accordance with the applicable laws/regulatory enactments, the Employer's orders/decisions, and the Collective Employment Agreement.
- 54. Maternity leave, leave for the father of the child, adoptive parents or other person and parental leave shall be granted in accordance with the applicable laws/regulatory enactments, Employer's orders/decisions, and the Collective Employment Agreement.
- 55. Study leave shall be granted in accordance with the applicable laws/regulatory enactments, Employer's orders/decisions, and the Collective Employment Agreement.
- 56. Academic staff is entitled to academic leaves:
 - 56.1. every six years to take a paid academic leave of six calendar months to perform scientific research or scientific work outside their workplace;
 - 56.2. once to take a paid three-month study leave to prepare doctoral thesis;
 - 56.3. for professors, associate professors and assistant professors, per elected term to request unpaid leave for a period of up to 24 months at a time to work as visiting professors or visiting lecturers in academic positions at other universities.
- 57. Paid holiday shall be granted to Employees in accordance with the applicable laws/regulatory enactments, Employer's orders/decisions, Collective Employment Agreement.

VII. Remuneration

- 58. When determining the remuneration for the Employees (monthly salary, allowances, bonuses and gratuities) and other forms of remuneration, the Employer shall comply with the applicable laws/regulatory enactments of the Republic of Latvia and the Employer, the terms of cooperation agreements or projects (if applicable in the particular situation), the Collective Employment Agreement and the decisions and orders of the Employer.
- 59. For the teaching staff, the minimum full-time monthly salary is set in accordance with the Regulation of the Cabinet of Ministers No. 445 of 05.07.2016 "Regulations Regarding Remuneration of Teachers".
- 60. For non-elected teaching staff:
 - 60.1. Senior Teacher full workload shall be a subject to the monthly salary rate of a Professor, Associate Professor or Assistant Professor (to be determined according to the requirements of the office);
 - 60.2. Teacher full workload shall be a subject to the monthly salary rate of a Lecturer or Assistant (determined according to the requirements of the office).

- 61. In doctoral study programmes, remuneration is determined in accordance with the procedure established by the Rector; in joint study programmes in accordance with the terms of the agreement concluded and/or the procedure approved by the Rector.
- 62. For scientific and general staff, the full-time monthly salary shall be determined in accordance with the lists of offices available in the OMS.
- 63. For non-elected scientific staff:
 - 63.1. acting leading researcher full workload shall be a subject to the monthly salary rate of a Professor;
 - 63.2. acting researcher full workload shall be a subject to the monthly salary rate of an Associate Professor;
 - 63.3. acting research assistant full workload shall be a subject to the monthly salary rate of an Assistant Professor.
- 64. The Employee shall be paid twice a month (by the 5th and 19th of the month), unless the Employee and the Employer have agreed to disbursement of remuneration once a month.
- 65. Payment shall be disbursed by a bank transfer to the Employee's specified bank account.
- 66. The Employer shall be entitled not to pay the Employee any wages for any absence caused by the Employee's fault.

VIII. Labour protection measures

- 67. In accordance with the general principles of occupational safety and health, the Employer shall organise a system of occupational safety and health at LiepU, including: risk assessment of the working environment, internal monitoring of the working environment, establishment of an organisational system of occupational safety and health, consultation with employees to involve them in improving the occupational safety and health system.
- 68. For the purposes of performance of measures in the field of labour protection and internal supervision of labour environment, the Employer shall assign a labour protection officer to organise and control labour protection measures and to carry out internal monitoring of the working environment.
- 69. The Employer shall ensure that every worker receives occupational safety briefing in relation to his workplace and the work to be performed. Such a briefing shall be performed upon commencement of the work, when the nature of the work or working conditions change, when new or old work equipment is used or replaced, or when new technology is introduced. Employee briefing shall be adapted to changes in the risk of the working environment and repeated periodically.
- 70. The Employer shall provide the Employees with a compulsory health check-up in accordance with the applicable laws/regulatory enactments of the RoL.
- 71. The Employee shall be obliged to comply with the Employer's instructions on labour protection and fire safety.
- 72. The Employer shall provide the Employee with a work space and workplace equipment for on-site work in accordance with the requirements of regulatory enactments concerning the labour protection and other.
- 73. The Employee shall have the right to make proposals to LiepU to improve the labour protection and fire safety system and the working environment to make it safe and unharmful to their health.
- 74. The Employer shall ensure that accidents at work are investigated and recorded in accordance with the applicable laws/regulatory enactments of the RoL.
- 75. Any accident at work must be reported immediately to the head of the structural unit by the victim or a direct witness. Where necessary, the victim must be provided with assistance, or assistance by a medical institution must be organised.
- 76. When leaving the workplace, employees must make sure that all the equipment, heating devices and electric lights are switched off. When leaving the premises, if no staff remains inside, the premises must be locked.

- 77. To assess conditions at the place of remote/flexitime work that may affect the safety and health of employees while performing their duties, the employee shall complete a self-assessment questionnaire of the workplace present within the framework of remote/flexitime workplace.
- 78. The Employee shall be responsible for the accuracy of the information provided in the self-assessment questionnaire for the remote/flexitime workplace and for compliance with the labour protection requirements when working remotely.

IX. Incentives and penalties

- 79. The following rewards and incentives may be applied to the Employees:
 - 79.1. expressing gratitude,
 - 79.2. awarding with the LiepU Certificate of Merit,
 - 79.3. inscription in the LiepU Book of Honour,
 - 79.4. conferment of Honorary Title Emeritus;
 - 79.5. awarding with a valuable prize;
 - 79.6. allowances, bonuses and gratuities provided for in the Law on Remuneration of Officials and Employees of State and Local Government Authorities;
 - 79.7. other rewards and incentives in accordance with the by-law on moral and material incentives of the Employees.
- 80. Employee motivation is carried out in accordance with the LiepU Personnel Policy.
- 81. The Administration may propose to the Ministry or other external bodies the awarding of the Employees for special merits.
- 82. The Employer may give a verbal reprimand to the Employees for breaches of work discipline or rules of conduct or, by an order describing the circumstances describing the committed breach impose the following disciplinary sanctions:
 - 82.1. a written remark;
 - 82.2. a written reprimand;
 - 82.3. dismissal (in accordance with the documents governing the legal employment relations).
- 83. Before imposing disciplinary action, the Employer shall inform the Employee in writing of the nature of the breach, then request a written explanation of the breach from the Employee. The Employee shall be obliged to provide an explanation to the Employer within the time limit set by the Employer.
- 84. Disciplinary sanctions shall be applied taking into account the nature of the breach and the damage caused, the mitigating and aggravating circumstances of the Employee or the degree of the Employee's culpability in the offence, as well as the personal characteristics of the Employee.
- 85. The disciplinary sanction may be imposed not later than one month from the date of the discovery of the breach, excluding the period of the staff member's temporary incapacity for work and the period during which the staff member is on leave or absent for other valid reasons, but not later than 12 months from the date on which the breach was committed.
- 86. If the Employee has not been reprimanded or received a remark within one year from the date of the previous remark or reprimand, he/she shall be deemed not to have been disciplined.

X Personal Data Protection

87. Data processed and protected under this section of the Rules means any information (personal data) relating to an identified or identifiable natural person (respectively, data subject) who can be identified, directly or indirectly, by reference to, for example, his or her name, personal identity number, location data, online identifier or one or more factors

- specific to that natural person's physical, physiological, genetic, mental, economic, cultural or social identity, or to any other factors, taken individually or in any combination.
- 88. The above data is classified as a trade secret, and the Employee is informed that the unauthorised disclosure of a trade secret is punishable by criminal law.
- 89. Data processing is any activity or set of operations which is performed with personal data, whether or not using automated means. Such activities may include collecting, recording, organising, structuring, storing, adapting or modifying, retrieving, viewing, using, disclosing, transmitting, disseminating or other kind of activities with data.
- 90. The Employee shall be permitted to process personal data only in accordance with the applicable regulatory enactments, as instructed by the Employer and solely for the performance of his/her job duties.
- 91. The Employee shall be prohibited from disclosing personal data to third parties (including after termination of legal labour relation).
- 92. The Employee is informed that unlawful processing of personal data is punishable by both administrative and criminal penalties.
- 93. If the Employer is imposed any penalties or incurs any damages as a result of the Employee's unlawful data processing, the Employee shall be liable for compensation of the Employer for any such damages.
- 94. The Employee shall be prohibited from storing personal information and files on work computers (and work phones, if provided).
- 95. The Employee has been informed that within the framework of the legal employment relations, the Employee's data may be transferred to the Employer's business partners, if necessary for the performance of the work, with a prior consent of the Data Protection Officer.

XI. Closing Provisions

- 96. The Employer shall have the right to amend or supplement the Rules by written orders of the Employer after consultation with the trade organisation. The Employees shall be informed of all changes and supplements in a timely manner by sending the relevant information to the Employees' LiepU e-mail address (or, in the absence thereof, to the private e-mail address provided to the Employer).
- 97. All the disputes concerning the application of the Employment Contract and these Rules shall be resolved by mutual negotiation. If this is not possible in the court in accordance with the regulatory enactments of the Republic of Latvia.
- 98. The Rules shall enter into effect on the next working day following their approval.
- 99. Updating and ensuring compliance with the Rules shall be the responsibility of the Personnel and Document Management.
- 100. The Rules "Rules of Conduct for the Employees of the Liepāja University approved at the meeting of the Liepāja University Senate on 23 May 2011 shall be recognised to have become invalid.

| (Signature) C. Zani. | President of the Senate | (signature) | U. Žaimis |
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