

The University of Latvia Working Procedure Regulation

Annex APPROVED at Senate meeting of 03.03.2014, Decision No. 59

As amended by 28.03.2022.

Amendments: UL Senate Decision No. 143 of 29.12.2014.

UL Senate Decision No. 34 of 27.06.2016.

UL Senate Decision No. 235 of 02.07.2018.

UL Senate Decision No. 190 of 28.12.2020.

UL Senate Decision No. 2-3/44 of 28.03.2022.

I. General Provisions

- 1. The following terms are used in this Regulation:
- 1.1. **Employer** University of Latvia (hereinafter UL), represented by the rector or a person authorized by the rector;
- 1.2. **Supervisor** the authorized representative of the Employer head of the structural unit or project, appointed by the rector of the UL;
- 1.3. **Employee** a natural person who is in an employment relationship with the UL on the basis of an employment agreement;
- 1.4. **Basic work** the work performed by the Employee at the UL, notifying the State Revenue Service that the UL is the place of earning the basic income;
- 1.5. **Additional work** the work performed by the Employee at the UL alongside with the agreed work, concluding amendments to the employment agreement or an agreement on additional work;
- 1.6. **Supplementary work** the work performed by the Employee at the UL, reporting to the State Revenue Service that the UL is not the place of earning the basic income;
 - 1.7. **Regulation** the UL Working Procedure Regulation.

(In the wording of the UL Senate Decision No. 143 of 29.12.2014)

- 2. The Regulation establishes the working procedure at the UL, including its structural units, and in addition to the employment agreement and the Collective Agreement of the UL determines the relations between the Employer and the Employees. It is equally binding on the Employer, the Supervisor and the Employee.
- 3. The Regulation has been adopted in accordance with the Labour Law and other regulatory enactments.

- 4. The Regulation comes into force when it has been coordinated with the trade union organization and approved by the UL Senate of the University of Latvia.
- 5. The Supervisor shall acquaint all Employees with the Regulation and its amendments, as well as its supplements. The Regulation is freely available in each basic structural unit of the UL.

II. Establishment and Termination of Employment Relationship

- 6. The academic staff of the UL shall be employed in accordance with the Labour Law, the Law on Higher Education Institutions, the Law on Scientific Activity, the Constitution of the University of Latvia, the Regulation on Academic and Administrative Positions at the University of Latvia and other regulatory enactments.
- 7. The general staff of the UL shall be employed in accordance with the Labour Law, the Law on Higher Education Institutions and other regulatory enactments.
- 8. A person is employed by concluding a written employment agreement between the Employer and the Employee. The forms of the employment agreement are approved by the order of the University of Latvia. The duties to be fulfilled under the position to be held are defined in the job description, which is an integral part of the employment agreement. The job description is prepared by the Supervisor, presented to the Employee, and signed by both.
- 9. The Employee may undertake additional work at the UL with the permission of the Supervisor, concluding amendments to the employment agreement, including an agreement on additional work or an agreement on overtime work.
 - 10. When concluding an employment agreement:
 - 10.1. the Supervisor acquaints the Employee with the work to be performed and its conditions, the Constitution of the UL, the Collective Agreement of the UL, the current Regulation, labour protection, labour safety and other regulations, which must be complied with and fulfilled in the context of the position. The Employee confirms the acquaintance with the aforementioned documents by personally signing the employment agreement;
 - 10.2. after the preparation of the draft employment agreement, the Supervisor shall acquaint the Employee with the further employment procedure.
- 11. An employment agreement shall enter into force on the date specified in the agreement. Until then, the Supervisor has no right to permit the Employee to commence work. Employment agreements signed by the Employee must be submitted to the Department of Human Resources at least five working days before they take effect.

(In the wording of the UL Senate Decision No. 235 of 02.07.2018)

12. Due to changes in the study or research process, or work organization, the Employer may propose to amend the employment agreement. The Employer is obliged to notify the Employee in writing not later than one month in advance about significant changes in the terms of the

employment agreement – the amount of wages, benefits, working hours and work schedule, determination or cancellation of part-time and additional work, changes in the job titles.

- 13. The Employee may terminate the employment agreement only in accordance with the procedures specified in the Labour Law and other regulatory enactments:
 - 13.1. if the Employee and the Supervisor achieve a mutual agreement and the Employer agrees therewith, the employment relationship may be terminated within the term specified by both parties or the parties may sign a mutual agreement on termination of employment, but not earlier than within five working days from the date when the Employee's notice of termination or the mutual agreement on termination of employment is submitted to the Department of Human Resources;
 - 13.2. the Employee is obliged to immediately deliver the notice of the termination of the employment agreement or the mutual agreement on the termination of the employment relationship to the Department of Human Resources for the timely settlement of the dismissal documentation.

(In the wording of the UL Senate Decision No. 235 of 02.07.2018)

- 14. The Employee is obliged to settle the commitments with the UL by the date of termination or expiry of the period specified employment agreement in order not to cause losses to the Employer. If the commitments are not settled, the University of Latvia shall recover losses in accordance with the procedures specified in regulatory enactments.
- 15. The Employee's employment agreement, which has been concluded for a specified period, shall be terminated by the Employer within the term specified in the agreement, if at least five working days before the end of the specified-period employment agreement no written proposal of the Supervisor regarding extension of the agreement has been submitted to the Department of Human Resources.

(In the wording of the UL Senate Decision No. 235 of 02.07.2018)

- 16. The Employer may terminate an employment agreement in writing in the cases specified in Section 47, Paragraph 1 of the Labour Law, as well as Section 101, Paragraphs 1 and 5 of the Labour Law. When terminating an employment agreement, the Employer shall comply with the notice periods for termination of the employment agreement specified in the Labour Law.
- 17. If the employment agreement is terminated on the basis of Section 101, Paragraph 1, Clauses 1, 2, 3, 4 or 5 of the Labour Law, the Supervisor shall request a written explanation from the Employee. Evaluating the severity of the committed violation, the Supervisor shall prepare and submit to the Employer a justified proposal regarding termination of the employment agreement. The Employee is acquainted with the notice, confirming it with his/her signature. If the Employee refuses to sign or receive a written notice, the Supervisor shall invite at least two other Employees and draw up a report regarding refusal to become acquainted with the notice. If the Employee is in

an unexplained absence, the notice is sent by registered mail, requesting acknowledgment of receipt. Before terminating the employment agreement, the Employer must ascertain whether the Employee is a member of a trade union .

18. Upon receipt of a notice signed by the Employee, the Department of Human Resources shall prepare an order of the Employer in cases when the employment relationship established for an indefinite period is terminated, whereas an instruction of the Department of Human Resources is issued in cases of terminating the employment relationship established for a specified period. The day of dismissal is the last working day (the date specified in the order). If the final date of the work coincides with a weekly rest day or a public holiday, the subsequent working day shall be deemed to be the last day of work which the Employee must yet complete.

(In the wording of the UL Senate Decision No. 235 of 02.07.2018)

19. Upon termination of the employment relationship, the amount of money due to the Employee shall be paid in accordance with the Labour Law, unless otherwise provided in the Collective Agreement of the UL or the employment agreement.

/In the wording of the UL Senate Decision No. 190 of 28.12.2020/

III. Duties, Rights and Liability of the Employer and the Employee Duties of the Employer

- 20. The Employer has the following duties:
- 20.1. to conclude employment agreements in writing and to keep records of the concluded employment agreements;
- 20.2. twice a month (on the 5th and 20th day of the month) to disburse the remuneration to Employee in a non-cash payment by transfer to the credit institution account indicated by the Employee in writing and upon the Employee's request to issue a written calculation of remuneration;
- 20.3. to disburse all benefits, allowances, compensations, premiums and prizes due to the Employee in accordance with laws and other regulatory enactments;
- 20.4. to provide the Employee with a workplace, work equipment and infrastructure for the performance of work duties.

(In the wording of the UL Senate Decision No. 143 of 29.12.2014)

Duties of the Supervisor

- 21. The Supervisor has the following duties:
- 21.1. to represent a structural unit or the corresponding project within the UL and within the limits of his/her mandate outside the UL;

21.2. to acquaint the Employee with the UL Constitution, Collective Agreement of the UL, UL internal whistleblowing system, Regulation and other valid regulatory enactments regulating the operation of the structural unit, supplements and amendments to these documents; before commencement of work to acquaint the Employee with all the established regulations concerning work organisation, use of the premises, labour protection, fire safety and the use and security of information technology resources;

/In the wording of the UL Senate Decision No. 190 of 28.12.2020/

- 21.3. to ensure the compliance with the requirements of the laws, the UL Constitution and other regulatory enactments in the structural unit (or project);
- 21.4. to prepare the Employee's job description, to acquaint the Employee with the intended work task and job description, as well as to control the performance of the work;
- 21.5. to determine the work schedules of the Employees of the structural unit and to control the compliance with them;
- 21.6. to ensure that the Employee does not commence work before signing the employment agreement and does not perform work after the expiry of the employment agreement;
- 21.7. to control the actions of the Employee with a view toward rational use of the material values entrusted to him/her, preservation of the inventory and equipment of the UL;
- 21.8. to promote the raising of the employee's qualification in accordance with the requirements set for the position;
- 21.9. in agreement with the Employee, to timely prepare the schedule of the Employee's annual leave by April 15 and to coordinate it with the trade union;
- 21.10. to ensure the replacement of an absent Employee and full functioning of a structural unit or project;
- 21.11. within three working days to notify the Department of Human Resources by telephone or electronically, informing of the absence of the Employee of the structural unit from work and to draw up a report if the reasons are unjustified;
- 21.12. within the scope of his/her competence, to ensure the protection of the Employee's personal data, to provide information about the staff only in accordance with regulatory enactments and in compliance with the procedures specified by the UL;
- 21.13. to ensure that the staff Employee has the opportunity to use e-mail, access the UL Information System using the computers of the structural unit;
- 21.14. to ensure the accounting of the work performed by the Employee in accordance with the procedures specified by the UL;
- 21.15. to prepare proposals regarding the awarding of an Employee, issuing reproof or reprimand and submitting them to the Department of Human Resources of the UL;

- 21.16. to prepare and maintain the nomenclature of files of the structural unit in accordance with the procedures specified by the UL;
- 21.17. to ensure the compliance with labour protection, labour safety and fire safety requirements in the structural unit.

(In the wording of the UL Senate Decision No. 235 of 02.07.2018)

Rights of the Employer and the Supervisor

- 22. The Employer and the Supervisor has the following rights:
- 22.1. to demand from the Employee a professional attitude and honest observance of the interests of the UL;
- 22.2. to demand from the Employee the observance of the current Regulation and other regulatory enactments;
- 22.3. to restrict the Employee's right to work for another employer to the extent that it is justified by the substantiated and protected interests of the Employer;
- 22.4. to dismiss the Employee from work in accordance with the procedures specified in regulatory enactments;
- 22.5. to request from the Employee written explanations on issues related to work and employment relations at the UL, or service reports;
- 22.6. upon the proposal of the Supervisor, the Employer is entitled to initiate an inspection procedure on the adequacy of the Employee's professional abilities and qualifications for the performance of the contracted work;

/In the wording of the UL Senate Decision No. 190 of 28.12.2020/

22.7. without additional authorization, the Department of Human Resources may, on behalf of the Employer, perform an inspection on any issue directly related to the employment relationship at the UL, compliance with the current Regulation or preparing information during the review of a specific complaint.

(In the wording of the UL Senate Decision No. 235 of 02.07.2018)

Duties of the Employee

- 23. The employee has the following duties:
- 23.1. to perform the duties specified in employment agreement, job description and the regulatory enactments of the UL in good faith, to comply with the laws, the UL Constitution, the current Regulation and other regulatory enactments;
- 23.2. to establish considerate relations with colleagues, students and visitors, as well as to ensure the rights of students defined by the University of Latvia;

- 23.3. to work conscientiously and earnestly, to observe the set working hours, to use the entire working time for intensive and productive work, to execute the orders of the Employer and the instructions of the Supervisor in timely manner and accurately;
- 23.4. to inform the supervisor as soon as possible about the absence or delayed arrival to work. To submit a justification document or a written explanation to the Supervisor on the first day of resumption of work;
- 23.5. to observe the requirements of labour protection, fire safety, electrical safety, work and personal hygiene, the use of premises, equipment (devices) and the use and safety of information technologies of the UL;
- 23.6. within the scope of the Employee's respective duties, to take care that the causes and circumstances which hinder or obstruct the performance of the work are eliminated without delay. Immediately inform the Supervisor about obstacles that adversely affect the performance of the work, about the threat of loss or incurred damages;
- 23.7. to maintain a clean and tidy workplace, to comply with the established procedures for the storage of material valuables and documents;
- 23.8. to protect and preserve the property of the UL, to use technical devices effectively, to use material resources and energy resources sparingly, rationally and in accordance with the aims of the work;
- 23.9. to raise qualifications by regularly furthering and upgrading knowledge and to improve professional skills;
- 23.10. not to disclose commercial secrets and restricted access information in accordance with the regulatory enactments of the Republic of Latvia and the UL;

/In the wording of the UL Senate Decision No. 190 of 28.12.2020/

- 23.11. to use a personal identifier at the workplace in accordance with the procedure established by the UL;
- 23.12. without delay, to personally inform the Department of Human Resources about changes in the personal data (change of name, surname and personal identification code, dependents, education, declared address, actual address, telephone number and e-mail address), and to inform the Department of Finance and Accounting about change of bank account;

/In the wording of the UL Senate Decision No. 190 of 28.12.2020/

- 23.13. to regularly get acquainted with amendments and additions to regulatory enactments governing the activities of the structural unit and the performance of the job duties, and to comply with them;
- 23.14. to inform the relevant UL officials about the observed deficiencies, economically inefficient actions, deficiencies, violations of the Regulation and other irregularities at the UL.

(In the wording of the UL Senate Decision No. 235 of 02.07.2018)

23.15. when performing work duties, to use the e-mail address of the UL assigned to the Employee, as well as to check the e-mail at least once in two working days, considering the provisions of the regulatory enactments of the UL. /In the wording of the UL Senate Decision No. 190 of 28.12.2020/

Rights of the Employee

- 24. The Employee has the following rights:
- 24.1. to work in safe conditions, which are harmless to health, not to begin working or stop work if its conditions pose a threat to the health or life of the employee or those around him/her;
- 24.2. to demand from the Employer the termination of the differential treatment if the Employer has violated the prohibition of differential treatment;
- 24.3. to receive information regarding the operation of the UL in accordance with the procedures specified in regulatory enactments;
- 24.4. to submit to the Employer or the Supervisor proposals regarding the elimination of deficiencies and improvement of the work.

Awards and Distinctions

- 25. To commend the quality performance of work duties, long-standing and impeccable work and other achievements, the following may be awarded:
 - 25.1. the title of honorary doctor of the UL, honorary member of the UL or the honorary title of professor *emeritus* in accordance with the regulations approved by the UL Senate;
 - 25.2. the gold emblem of the coat of arms of the UL and the silver badge of the coat of arms of the UL;
 - 25.3. a letter of commendation from the rector of the UL;
 - 25.4. expression of gratitude of the rector of the UL or another official of the UL;
 - 25.5. a cash premium or gift;
- 26. The awards provided for in Articles 25.2–25.5 of the current Regulation may be proposed by the UL leadership, the Supervisor, the trade union and the Student Council.

Liability of the Employee

27. The civil and disciplinary liability of the Employee shall arise in the cases specified in regulatory enactments, for example, if the Employee fails to perform the work without a justifiable reason, performs it improperly or has caused losses to the Employer due to other illegal, culpable actions or omissions. The Employee is obliged to compensate the losses caused to the Employer in accordance with regulatory enactments.

28. The Employer may issue a written reproof or reprimand to the Employee regarding non-compliance with this Regulation or the employment agreement, non-compliance with or incomplete fulfilment of orders or instructions of the Employer or the Supervisor, as well as violations of personal data protection, labour protection and fire safety instructions and regulations.

/In the wording of the UL Senate Decision No. 190 of 28.12.2020/

- 29. Before issuing a reproof or reprimand, the head of the structural unit or project:
- 29.1. establishes the fact of violation of the working procedure and draws up a report thereon;
- 29.2. acquaints the Employee in writing with the essence of the violation committed by him/her;
- 29.3. requests a written explanation from the Employee regarding the committed violation, which the Employee must submit to the head of the structural unit or project not later than within 24 hours from the moment of requesting the explanation, except for rest days and holidays;
 - 29.4. draws up a report if the Employee refuses to provide an explanation;
- 29.5. submits a written report and an explanation of the Employee to the Employer (Department of Human Resources).

(In the wording of the UL Senate Decision No. 235 of 02.07.2018)

- 30. Upon issuing a reproof or a reprimand, the Employer shall assess the gravity of the violation and the circumstances in which it was committed, as well as the previous work performance of the Employee.
 - 31. Only one reproof or reprimand may be issued for each violation.
- 32. A reproof or reprimand shall be issued by the Employer after the discovery of the violation, but not later than within one month from the day of its discovery, excluding the time when the Employee has been temporarily incapacitated or on leave. No reproof or reprimand may be issued if more than six months have elapsed from the commitment date of the violation.
- 33. A reproof or reprimand shall be issued by order of the rector, or the person authorized by the rector, and the Supervisor shall acquaint the Employee with it within three days. The employee confirms the acquaintance with the order by signing. If the Employee refuses to sign, the Supervisor, inviting at least two other Employees, shall draw up a report on the Employee's refusal to sign the order.
- 34. The Employee may lodge a complaint with the UL Commission of Labour Disputes regarding the received reproof or reprimand. The trade union also has the right to lodge a complaint to defend the rights and interests of the Employee. The time limit for lodging complaints is ten days from the date of acquaintance with the issued reproof or reprimand.

(In the wording of the UL Senate Decision No. 235 of 02.07.2018) /In the wording of the UL Senate Decision No. 190 of 28.12.2020/ 35. The UL is open from 8:00 to 22:00. The regular working hours are set from 8:30 to 17:00, providing a break of at least 30 minutes for rest and lunch. The working hours set for employees are eight hours a day – 40 hours a week. Duration of the working week – five working days and two rest days – Saturday and Sunday. The break is not included in working hours.

(In the wording of the UL Senate Decision No. 143 of 29.12.2014)

- 35.¹ The general staff with the electronic permission (in the form of UL e-mail) of the Supervisor, informing the head of the main structural unit or the director of the UL Administration structural unit, have the opportunity to work remotely, if the specifics and responsibilities of the particular work permit it. When organizing remote work, the Supervisor shall observe the principle of equality, the conditions of efficiency and epidemiological safety, as well as ensures the continuity and availability of the functions of the structural unit within the working hours specified in Paragraph 35 of the current Regulation.
- 35.² The amount and procedure for application of remote work for general staff specified in Paragraph 35.¹ of the current Regulation, including cases related to a state of emergency declared in the state or other significant circumstances that affect the performance of work on site, shall be determined by an order of the UL.

/In the wording of the UL Senate Decision No. 190 of 28.12.2020/

36. For employees whose duties are related to ensuring of the study or research process and to whom the working hours specified in Paragraph 35 cannot be applied, other working hours may be determined within the period from 8:00 to 22:00 The time of lectures for the academic staff is determined by the timetables in accordance with the procedures specified by the UL, for the general staff – according to the agreed work schedule. Part of the academic work in accordance with the electronic permission (in the form of UL e-mail) of the Supervisor may be performed remotely, if it does not contradict the procedure established by the UL.

(In the wording of the UL Senate Decision No. 143 of 29.12.2014) /In the wording of the UL Senate Decision No. 190 of 28.12.2020/

- 37. The Employer, after consultations with the trade union, may, by issuing an order of the UL, determine a six-day working week or aggregated working time. According to the Collective Agreement of the UL, the UL specifies the reference period for the aggregated working time as six months. The aggregated working time may not exceed the number of working hours in half-year.
- 38. Studies at the UL are organized in accordance with the academic calendar, which is approved by the rector for each academic year. The plan of the academic year provides:
 - 38.1. the autumn semester -20 weeks;
 - 38.2. the spring semester -20 weeks;

- 38.3. the summer study period (summer semester). The summer study period may have no lectures.
- 39. The UL has a unified timetable, which is approved by the rector of the University of Latvia. The lectures commence at 8:30, and end at 21:30. The duration of the academic hour is 45 minutes. The duration of one lecture is two academic hours. Upon the agreement of the students and the lecturer, there may be a five-minute break during the lecture.
- 40. Representatives of the UL leadership and heads of structural units shall set down the visiting hours, which shall be published on the UL website.

/In the wording of the UL Senate Decision No. 190 of 28.12.2020/

- 41. On the day preceding a holiday, the working day of the University of Latvia is set until 14:00 in accordance with the Collective Agreement of the UL, if permitted by the nature of the work.
- 42. The Employees, with the exception of those who ensure the continuous operation of the UL, shall not be employed on public holidays specified in regulatory enactments.
- 43. September 28 is the day of foundation of the University of Latvia. On this day, a ceremonial meeting of the UL Senate and other celebratory events take place. If September 28 is a weekly rest day, the ceremonial meeting of the UL Senate and other celebratory events take place on the preceding Friday.

(In the wording of the UL Senate Decision No. 34 of 27.06.2016)

- 44. In accordance with regulatory enactments, an employee has the right to paid annual leave of not less than four calendar weeks, excluding public holidays. By agreement between the Employee and the Supervisor, the Employer may divide the leave into parts, nevertheless one part of the leave in the current year shall not be less than two uninterrupted calendar weeks, while the other parts of the annual leave may not be shorter than one calendar week. In exceptional cases, it may be agreed to carry over part of the leave to the following year by mutual written agreement.
 - 44. ¹ The employee submits an application for leave to the Supervisor not later than two weeks before the planned leave.

/In the wording of the UL Senate Decision No. 190 of 28.12.2020/

- 45. In case of the Employee's temporary incapacity during the leave, the leave shall be postponed or extended after receipt of the application of the Employee and its coordination with the Supervisor.
- 46. Annual paid leave shall be granted to the Employees in capacity of basic work or supplementary work.
- 47. The Employer may, upon a justified request of the Employee, grant the Employee a leave without maintaining remuneration.

- 48. The employee who is acquiring education without discontinuing work shall be granted study leave with or without retention of salary in accordance with the Labour Law, the Collective Agreement of the UL and other regulatory enactments or an employment contract.
- 49. The employee may be granted additional annual paid leave after the use of annual leave in accordance with the Collective Agreement of the UL and other regulatory enactments.
- 50. The Department of Human Resources shall perform the accounting of working time and the supervision of its organization, while the Academic Department shall be responsible for the matters pertaining to the organization of the work of the academic staff.

(In the wording of the UL Senate Decision No. 235 of 02.07.2018)

V. Use of UL Buildings and Guarded Territories

- 51. Employees and visitors may be present in the UL buildings only in accordance with the regulation for the use of each building, which are approved by the rector of the UL, or a person authorized by the rector. This regulation must be freely accessible in each building.
- 52. The permanent location of one copy (duplicate) of the keys of any entrance (doors, gates and other closed gateways) of all UL buildings, the separate premises thereof and guarded territories is specified in the regulation for the use of the respective UL building and the adjacent territory.

/In the wording of the UL Senate Decision No. 190 of 28.12.2020/

- 53. In the buildings and premises of the UL, where it is not necessary for the research or study process, it is prohibited:
 - 53.1. to use pyrotechnics, open fire and candles;
 - 53.2. to use non-standard electrical devices or dispose of them in a manner not specified in the instructions for use.
- 54. Smoking is prohibited in the buildings of the UL and in the adjacent territories, and premises.

VI. Procedure for Examination of Applications, Complaints, Proposals and Work Disputes

- 55. The Employee has the right, individually or collectively, to lodge submissions, complaints and proposals and to receive a substantiated answer from UL officials. When lodging written submissions, complaints and proposals, the name, surname, permanent or temporary place of residence, structural unit and position of the applicant must be indicated, and the applicant's signature and date must be indicated.
 - 56. Submissions, complaints and proposals shall be lodged in the following order:
 - 56.1. submissions, complaints and proposals shall first be lodged with the Supervisor;

- 56.2. if submissions, complaints and proposals have not been resolved at the aforementioned level or have been disregarded, the concerned person is entitled to address in writing the representatives of the UL leadership, registering the submission, complaint or proposal with the Document Management Division;
- 56.3. the official visiting hours of the representatives of the UL leadership, the heads of structural units and the UL Senate Chair may be used in resolving additional issues. Submissions, complaints and proposals received during visiting hours must be registered with the Document Management Division. The person who has submitted the complaint has the right to participate in its examination;

/In the wording of the UL Senate Decision No. 190 of 28.12.2020/

- 56.4. the trade union is also entitled to lodge a complaint or submit a proposal in order to protect the rights and interests of the Employees;
- 56.5. The record keeping of the Employee's individual or collective written submissions, complaints and proposals at the UL is handled separately from other record keeping. The procedure of record keeping is determined by the Document Management Division.

(In the wording of the UL Senate Decision No. 235 of 02.07.2018)

- 57. If the Employee's complaint concerns violation of his/her rights or its purpose is the protection of interests, it shall be examined and an answer regarding the decision taken shall be provided without delay, but not later than within seven days from receipt of the complaint. The Employee has the right to participate in the examination of the complaint, provide an explanation and express his/her opinion.
- 58. Employees' submissions, complaints and proposals whose content differs from Paragraph 57 shall be examined in accordance with competence, a relevant decision shall be taken, and an answer shall be provided to the submitter not later than within 15 days from the receipt of the submission, complaint or proposal. If the examination of an application, complaint or proposal requires additional scrutiny or requests for further information, the answer shall be provided no later than within 30 days from the moment of receipt of the submission, complaint or proposal.
- 59. An official shall not have the right to examine a submission, complaint or proposal if he/she has a personal direct or indirect interest in the conflict or its outcome. If an official has a personal direct or indirect interest in the outcome of the review and has discovered it only after receiving a submission, complaint or proposal, he/she is obliged to delegate the review to a higher official.
- 60. In case of individual legal disputes (related to the application of the employment contract, regulatory enactments, the Collective Agreement of the UL or the working procedure), except for those disputes which must be considered in court, the Employee may apply to the UL Commission of Labour Disputes, which hears the case within 10 days since the day when an application of an

individual party to a legal dispute has been submitted to the Document Management Division. The chair of the UL Commission of Labour Disputes shall notify the parties about the time and place of the hearing of the case not later than three days before the commencement of the hearing of the relevant case. Absence of the parties from the meeting of the UL Commission of Labour Disputes may not be an obstacle to the examination of the case and passing a decision.

(In the wording of the UL Senate Decision No. 235 of 02.07.2018)

VII. Final Provisions

- 61. The Employer shall ensure that the norms of the Labour Law referred to in the current Regulation are available to the Employee simultaneously with the text of the Regulation.
- 62. With the entry into force of the current Regulation, the University of Latvia Working Procedure Regulation (approved by the UL Senate Decision No. 237 of 29.03.2004) ceases to be valid.
 - 63. The current Regulation enters into force on 1 September 2014.
- 64. The amendment to Paragraph 20.2 of the current Regulation enters into force on 1 July 2015.

(In the wording of the UL Senate Decision No. 143 of 29.12.2014)