

 <p style="text-align: center;">THE UNIVERSITY OF LATVIA</p>	<p>Provisions of the working regulations of the University of Latvia</p>	<p>Appendix APPROVED at the session of the Senate from 3 March 2014, decision No. 59</p>
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With the amendments made till 29 December 2014.

Amendments: Decision No. 143 from 29 December 2014 of the Senate of the University of Latvia

I. General provisions

1. The following terminology is used in the provisions:

1.1. **Employer** – the University of Latvia (hereinafter referred to as UL), which is represented by the rector or by the authorized person of the rector;

1.2. **Work manager** – The representative authorized by the Employer – manager of the structural unit or the project, who is appointed by the UL rector;

1.3. **Employee** – an individual, who has an employment relationship with UL pursuant to the labor contract;

1.4. **Primary work** – the work, which the Employee carries out in UL, notifying the State Revenue Service, that UL is the primary place of income acquisition;

1.5. **Additional work** – the work, which the Employee carries out in UL alongside with the contracted work, concluding amendments in the labor contract or an agreement on the additional work;

1.6. **Secondary work** – the work, which the Employee carries out in UL, notifying the State Revenue Service, that UL is not the primary place of income acquisition;

1.7. **Provisions** – Provisions of the working regulations of the University of Latvia.

(As revised by Decision No. 143 from 29 December 2014 of the Senate of UL)

2. The provisions define the working regulations of UL, including its structural units, as well as regulate the relationships between the Employer and the Employee, in addition to the labor contract and the UL Collective labor contract. They are simultaneously binding for the Employer, for the Work manager and for the Employee.

3. The provisions are adopted pursuant to the Labor law and to other normative acts.

4. The provisions come into effect, when they are agreed upon with the UL Labor union organization and when they are approved by the UL Senate.

5. The Work manager familiarizes all the Employees with the Provisions, as well as with all the amendments and additions thereto. The provisions are freely available in every primary structural unit of UL.

II. The establishment and termination of labor legal relationships

6. The academic personnel of UL is accepted for employment pursuant to the Labor law, Law on Higher educational institutions, Law on Scientific activities, Constitution of UL, Regulations on academic and administrative positions in UL, as well as pursuant to other normative acts.

7. The general personnel of UL are accepted for employment pursuant to the Labor law, Law on Higher educational institutions, as well as pursuant to other normative acts.

8. The personnel are accepted for employment by means of concluding a written labor contract between the Employer and the Employee. The labor contract forms are approved by the UL decree. The responsibilities of the position held are defined by the position description, which is an integral part of the labor contract. The position description is compiled by the Work manager, who familiarizes the Employee therewith; both sign the position description.

9. With the permission of the Work manager, the Employee may be employed at an additional work in UL, concluding amendments in the labor contract, including an agreement on additional work or an agreement on overtime work.

10. During the conclusion of a labor contract:

10.1. The Work manager familiarizes the Employee with the work subject to fulfillment, with its circumstances, with the Constitution of UL, with the UL Collective labor contract, with these Provisions, with labor protection regulations, labor safety regulations, as well as with other regulations, the observance and fulfilment of which is required by the position held. The Employee confirms the familiarization with the abovementioned documents by personally signing the labor contract;

10.2. following the preparation of the labor contract project, the Work manager familiarizes the Employee with further procedure of employment.

11. The labor contract comes into effect on the date indicated in the contract. Before that, the Work manager has no rights to allow the Employee to begin working. The labor contracts, which are signed on the part of the Employee, are to be submitted to the Personnel department within at least five working days before they come into effect.

12. The Employer may propose to make amendments to the labor contract pursuant to changes in the study or scientific process or in work organization. The Employer has a responsibility to notify the Employee in writing, not later than one month in advance, about amendments in the

essential provisions of the labor contract - salary amount, benefits, working hours and work schedule, assignment or cancellation of part-time work and additional work, change in the position name.

13. The Employee may terminate the labor contract only in accordance with the procedure defined by the Labor law and other normative acts:

13.1. in case the Employee and the Work manager reach a mutual agreement, and the Employer agrees thereto, the labor relationships may be terminated within the term defined by both parties, or, a mutual agreement on the termination of labor legal relationships can be signed, but not earlier than in five working days from the day, when a notice of termination by the Employee or the mutual agreement on the termination of labor legal relationships was submitted to the Personnel department;

13.2. The responsibility of the Employee is to immediately deliver the notice of termination of the labor contract or the mutual agreement on termination of labor legal relationships to the Personnel department, in order for the dismissal documentation to be prepared in due time.

14. The responsibility of the Employee is to settle the liabilities with UL before the date of termination or before the date of expiration of the labor contract, in order not to incur losses to the Employer. In case liabilities are not settled, UL recovers losses in accordance with the procedure defined by normative acts.

15. The Employee's labor contract, which is concluded for a definite period of time, is terminated on the part of the Employer within the term indicated in the contract, if a written proposal of the Work manager on the contract prolongation is not issued to the Personnel department at least five working days before the expiration of the terminable labor contract.

16. The Employer can terminate the labor contract in writing in the cases, which are indicated in part one of article 47, and in parts one and five of article 101 of the Labor law. Upon terminating the labor contract, the Employer observes the terms for labor contract termination, which are defined by the Labor law.

17. In case the labor contract is terminated pursuant to paragraph 1, 2, 3, 4 or 5 of part one of article 101 of the Labor law, the Work manager requests a written explanatory note from the Employee. Having evaluated the severity of the committed violation, the Work manager prepares a substantiated proposal on the termination of the labor contract and submits it to the Employer. The Employee familiarizes himself with the notice of termination, certifying it with his signature. In case the Employee refuses to sign or to receive a written notice of termination, the Work manager summons at least two other Employees and compiles an act on the refusal to get familiarized with the notice of termination. When the Employee is absent due to unknown reason, the notice of termination is sent by registered mail, requesting a notification of its receipt. Before the termination

of the Labor contract, the Employer undertakes a responsibility to make sure, whether the Employee is a member of a labor union.

18. Upon receipt of the notice of termination, which is signed by the Employee, the Personnel department prepares the Employer's order in cases of termination of labor relationships, which were concluded for indefinite time, and the instruction by the Personnel department, in cases of termination of labor relationships, which were concluded for a definite period of time. The last day of work (the date indicated in the order) is acknowledged as the date of dismissal. In case the final term of work coincides with the weekend or a holiday, the last day of work is considered to be the next day of work, which the Employee still has to complete.

19. During the last day of work, the Employee, who is employed on a primary work, can receive the salary tax book in the accounting department, if the book is stored in the Salary division. The monetary amount, which is due to the Employee, is paid out pursuant to the Labor law, unless the UL Collective labor contract or the labor contract defines otherwise.

(As revised by Decision No. 143 from 29 December 2014 of the Senate of UL)

III. The responsibilities, rights and liability of the Employer and the Employee

The responsibilities of the Employer

20. The Employer has the following responsibilities:

20.1. to conclude labor contracts in writing and to carry out the record keeping for the concluded labor contracts;

20.2. to pay the defined salary to the Employee twice per month (on the 5th and 20th) via bank transfer to the credit institution account, which is indicated by the Employee in writing, and to issue a written salary calculation, following the request of the Employee;

20.3. to pay out all the benefits, additional payments, compensations, premiums and rewards, which are due to the Employee, pursuant to legislation and other normative regulatory acts;

20.4. to ensure the Employee with a working place, means of labor, as well as with infrastructure to carry out job responsibilities.

(As revised by Decision No. 143 from 29 December 2014 of the Senate of UL)

The responsibilities of the Work manager

21. The Work manager has the following responsibilities:

21.1. to represent the structural unit or the corresponding project in UL and - within powers - outside UL;

21.2. to familiarize the Employee with the Constitution of UL, the UL Collective labor contract, the Provisions, with other normative acts, which regulate the activities of the structural unit, as well as with the additions / amendments to these documents; to familiarize the Employee before the start of employment with all the defined regulatory standards in the issues of work organization, usage of the building, labor protection, fire safety, as well as the usage and security of information technology resources;

21.3. to ensure conformity with requirements of legislation, the UL Constitution, as well as other normative acts in a structural unit (a project);

21.4. to prepare the description of an Employee's position, to familiarize the Employee with the envisaged job assignment and description of the position, as well as to control work fulfillment;

21.5. to define the work schedules of the Employees of the structural unit and to control their fulfillment;

21.6. to ensure that the Employee does not begin working before signing the labor contract and does not work after the labor contract term expiration;

21.7. to control the Employee's actions concerning rational usage of the material values entrusted thereto, as well as preservation of the UL inventory and equipment;

21.8. to facilitate the Employee's qualification enhancement in compliance with the requirements set for the position;

21.9. to prepare the Employee leave schedule by agreement with the Employee, in due time, till the 15th of April, and to agree thereupon with the UL Labor union organization;

21.10. to ensure replacement for an absent Employee and full-scale activities of a structural unit or a project;

21.11. to notify the Personnel department within three days by phone or by electronic means on the failure of an Employee of a structural unit to arrive at work, and to compile an act, if the reasons therefore are unsubstantiated;

21.12. to ensure the Employee's personal data protection within the framework of his competence, to provide personnel-related information only pursuant to normative acts and in accordance with the procedure defined by UL;

21.13. to make sure, that the personnel Employee would have an opportunity to use electronic mail and access to the UL Information system, using computers of the structural unit;

21.14. to ensure the record-keeping of the work fulfilled by the Employee in accordance with the procedure defined by UL;

21.15. to prepare proposals on awarding an Employee or on issuing a reproof or a reprimand thereto, and to submit these proposals to the UL Personnel department;

21.16. to prepare and maintain the structural unit case nomenclature in accordance with the procedure defined by UL;

21.17. to ensure the observance of labor protection, labor safety and fire safety in a structural unit.

The rights of the Employer and the Work manager

22. The Employer and the Work manager have the following rights:

22.1. to require professional attitude and honest observance of the UL interests from the Employee;

22.2. to require observance of these Provisions and other normative acts from the Employee;

22.3. to limit the Employee's rights to fulfill work at another employer, insofar this is justifiable with substantiated and protected interests of the Employer;

22.4. to dismiss from work in accordance with the procedure defined by normative acts;

22.5. to request written explanatory notes from the Employee on the issues, which are related to the work and labor relationships with UL, as well as service reports;

22.6. only the Employer has the rights to propose a verification procedure in relation to the conformity of the professional abilities and qualification of the Employee to the fulfillment of the hired work;

22.7. the Personnel department can carry out a verification in relation to any issue, which is directly related to labor relationships in UL, the observance of these Provisions, or while preparing information during the review of a particular complaint, on behalf of the Employer without additional authorization.

The responsibilities of the Employee

23. The Employee has the following responsibilities:

23.1. to fulfill the labor contract, position description and the responsibilities, which are defined in the UL normative acts, in an honest manner, to observe legislation, the UL Constitution, these Provisions and other normative acts;

23.2. to establish proper relationships with colleagues, students and visitors, as well as to ensure the student rights defined by UL;

23.3. to work in a dutiful and honest manner, to observe the defined working hours, to dedicate all working hours to intensive and productive work, to fulfill the Employer's orders and the instructions of the Work manager in due time and in precise manner.

23.4. to inform his Work manager as soon as possible about failure to arrive to work or about late attendance. To submit a supporting document or a written explanatory note on late work attendance to the Work manager on the first day of work resumption;

23.5. to observe labor protection, fire safety, electrical safety, labor and personal hygiene requirements, the provisions of building usage, as well as the provisions of usage and security of devices (equipment) and the UL Information Technologies;

23.6. to ensure within the framework of his responsibilities, that the causes and circumstances, which delay or obstruct job fulfillment, are eliminated. To immediately inform the Work manager about obstacles, which unfavorably impact the fulfillment of work, as well as about the dangers of loss incurrence or about losses;

23.7. to maintain his place of work in a clean and organized manner, to observe the procedure defined in relation to the storage of material values and documents;

23.8. to protect and to preserve the UL property, to use technical equipment in an efficient manner, to use material and energy sources in a sparing, rational manner and in accordance with job objectives;

23.9. to enhance qualification by regularly improving his knowledge, and to develop professional skills;

23.10. to store and not to disclose official secrets and information with limited access, pursuant to the normative acts of the Republic of Latvia and of UL, including: pursuant to the order on the approval of limited information and document list;

23.11. to use the personal identifier at the working place in accordance with the procedure established by UL;

23.12. to immediately provide data in person to the Personnel department on the changes in his personal data (on the change in the name, surname and identity number, on dependents, education, bank requisites and declared address);

23.13. to regularly get familiarized with amendments and additions to normative acts, which regulate the structural unit activities and the fulfillment of responsibilities in the position held, and to observe those;

23.14. to inform the corresponding UL officials about observed faults, ineffective economic activity, deficiencies, violations of the Provisions and other illegalities in UL.

The rights of the Employee

24. The Employee has the following rights:

24.1. to work in the conditions, which are safe and non-injurious for health, not to begin work or to stop it, in case its conditions create danger for personal health or life, or for the health or life of people around him;

24.2. to request the Employer to stop different attitude, in case the Employer violated the prohibition of different attitude;

24.3. to receive information on UL activities in accordance with the procedure established by normative acts;

24.4. to submit proposals on elimination of faults and on work improvement to the Employer or to the Work manager.

Awards and honors

25. It is possible to do the following for high-quality fulfillment of job obligations, for longstanding and impeccable work, as well as for other achievements:

25.1. to award the title of a UL Doctor Honoris Causa, a UL Honorary Member, or a honorary title of professor emeritus, pursuant to the regulation approved by the UL Senate;

25.2. to award with the golden sign of the UL coat-of-arms and the silver badge of the UL coat-of-arms;

25.3. to assign a certificate of gratitude from the UL rector

25.4. to confer gratitude from the UL rector or from another UL official;

25.5. to award with a monetary award or a gift;

26. The proposal to assign the awards defined by paragraphs 25.2 - 25.5 of these Provisions can come from the UL management, the Work manager, the Labor union organization of UL and the Student Council.

The liability of the Employee

27. The civil and disciplinary liability of the Employee comes into effect in the cases defined by normative acts, for instance - if the Employee fails to fulfill the work without a substantiated reason, fulfills it in an undue manner, or incurred losses to the Employer through other illegal, blamable action or inaction. The Employee has an obligation to reimburse the losses, which were incurred to the Employer, pursuant to normative acts.

28. The Employer can express a written reproof or reprimand to the Employee for failure to observe these Regulations or the labor contract, for failure to fulfill the orders or instructions of the Employer or the Work manager, or for their incomplete fulfillment, as well as for violations of labor protection and fire safety instructions and regulations.

29. Before expressing a reproof or a reprimand, manager of a structural unit or a project:

- 29.1. states the fact of violation of the working regulations and compiles an act thereof;
- 29.2. familiarizes the Employee in writing with the essence of the violation he committed;
- 29.3. requests a written explanatory note on the committed violation from the Employee. The Employee must submit the written explanatory note to the manager of a structural unit or a project not later than within 24 hours from the moment an explanatory note was requested, with an exception of weekends and holidays;
- 29.4. compiles an act, if the Employee refuses to provide an explanatory note;
- 29.5. submits a written report and the explanatory note of the Employee to the Employer (at the Personnel department).

30. When expressing a reproof or a reprimand, the Employer evaluates the severity of the committed violation and the circumstances, in which it was committed, as well as previous work of the Employee.

31. Only one reproof or reprimand can be expressed for every violation.

32. The Employer expresses a reproof or a reprimand following the discovery of a violation, yet, not later than within one month from the day of its discovery, excluding the time, when the Employee had temporary work incapacity, or when he was on leave. A reproof or a reprimand cannot be expressed if more than six months have passed from the day a violation was committed.

33. A reproof or a reprimand is expressed through the order of the rector or a person authorized thereby, and the Work manager familiarizes the Employee therewith within three days. The Employee confirms the familiarization with the order by signing. If the Employee refuses to sign, the Work manager summons at least two other Employees and compiles an act on the Employee's refusal to sign it.

34. The Employee can submit a complaint on the reproof or the reprimand expressed thereto to the administrative director of UL. The Labor union organization of UL also has the rights to lodge a complaint, in order to defend the rights and interests of the Employee. The term for submitting complaints is ten days, beginning from the day, when the familiarization with the expressed reproof or reprimand has taken place.

IV. The organization of working hours and the time for rest

35. UL is open from 8 AM till 10 PM. Normal working hours are defined from 8.30 AM till 5 PM, envisaging at least 30 minutes for a break, rest and lunch. The working hours defined for employees are eight hours per day - 40 hours per week. The duration of a working week is five working days and two holidays - Saturday and Sunday. A break is not included into the working hours.

(As revised by Decision No. 143 from 29 December 2014 of the Senate of UL)

36. The Employees, who are connected to ensuring the academic or scientific process, and for whom the application of the working hours defined by paragraph 35 is impossible, can define other working hours within the time period between 8 AM and 10 PM. The time of classes for the academic personnel is defined by the timetable, in accordance with the procedure established by UL. The time of classes for general personnel is defined, according to the coordinated work schedule. Pursuant to the written permission of the work manager, it is possible to fulfill a part of academic work remotely, if it does not contradict the procedure established by UL.

(As revised by Decision No. 143 from 29 December 2014 of the Senate of UL)

37. Following the consultation with the UL Labor union organization, and by issuing a UL order, the Employer can define a six-day working week or summable working hours. Pursuant to the UL Collective labor contract, UL defines half a year as an accounting period of summable working hours. Summable working hours must not exceed the amount of working hours for half a year.

38. UL organizes the studies in accordance with academic calendar, which is approved by the lector for every academic year. The following is envisaged by the academic year planning:

38.1. autumn semester - 20 weeks;

38.2. spring semester - 20 weeks;

38.3. summer study period (summer semester). There might be no studies during the summer study period.

39. UL has a unified lesson schedule, which is approved by UL lector. Lessons begin at 8.30 AM and end at 9.30 PM. The duration of an academic hour is 45 minutes. The duration of one lesson is two academic hours. During a lesson, by agreement with the lecturer, students may have a break with duration of five minutes.

40. Representatives of the UL management, the UL deans and institute directors must ensure the reception of visitors during working days, within the time defined by the UL order.

41. During pre-holidays, provided this is allowed by the work nature, the duration of a UL working day is defined till 2 PM, pursuant to the UL Collective labor contract.

42. The employees, except those ensuring the uninterrupted UL activity, are not employed during the holidays, which are defined by normative acts.

43. The 28th of September is the UL Foundation Day. The festive session of the UL Senate and other festive activities take place on the Saturday, which follows the 28th of September (in case the 28th of September falls on Sunday - on the 27th of September).

44. Pursuant to normative acts, the Employee has a right for an annual paid leave, which has duration of at least four calendar weeks, excluding holidays. Following the agreement of the Employee and the Work manager, the Employer can split the leave into parts; however, one of the

leave parts during a regular year must not be shorter than two continual calendar weeks, while other parts of an annual leave must not be shorter than one calendar week. In exceptional circumstances, by mutual written agreement, it is allowed to transfer a leave part to the next year.

45. In case the Employee has temporary work incapacity during the leave, the leave is transferred or prolonged following the reception of the Employee's application and its coordination with the Work manager.

46. The annual paid leave is assigned to the persons employed in the primary work or in the additional work.

47. Following the substantiated request of the Employee, the Employer can grant a leave to the Employee without preserving the salary.

48. A leave for studies, either with or without preserving the salary, is granted to the Employee, who studies without interrupting work, pursuant to the Labor law, the UL Collective labor contract, other normative acts or pursuant to the labor contract.

49. An additional annual paid leave may be granted to the Employee after the usage of the annual leave, pursuant to the UL Collective labor contract and other normative acts.

50. The record-keeping of working hours and the supervision of its organization is carried out by the Personnel department. The Academic department is responsible for the organizational issues of the work of academic personnel.

V. The usage of UL buildings and secured areas

51. The employees and visitors may only be located in the UL buildings pursuant to the provisions of usage of each building, which are approved by the UL rector or by a person authorized thereby. These provisions must be freely available in each building.

52. One exemplar (duplicate) of keys to any entrance (doors, gates and other shutters) to all the UL buildings, their separate premises, as well as to the secured areas, must always be located near the main entrance to the building, in the sealed key cabinet.

53. The following is prohibited in the buildings and premises of UL, where this is not required for the research or scientific process:

53.1. to use pyrotechnics, naked flame and candles;

53.2. to use non-standard electrical appliances or to handle them in the manner not envisaged by the operational manual.

54. It is prohibited to smoke in the buildings and premises of UL.

VI. The order, in which applications, complaints, proposals and labor disputes are reviewed

55. The Employee has the right to apply with applications, complaints and proposals on an individual or a collective basis, and to receive a substantive response from UL officials. During submission of written applications, complaints and proposals, it is necessary to indicate name, surname, place of residence or stay, structural unit and position of the applicant. The applicant's signature and the date must be present.

56. The applications, complaints and proposals are submitted according to the following procedure:

56.1. Initially, applications, complaints and proposals are submitted to the Work manager;

56.2. If applications, complaints and proposals are not resolved or are disregarded at the abovementioned level, the interested person has the right to apply in writing to the representatives of UL management, registering an application, a complaint or a proposal in the Record-keeping department;

56.3. in order to resolve additional issues, the reception times of the rector, prorectors, the chancellor of UL, the administrative director, the director of UL and the chairperson of the UL Senate, which are defined by the order of UL, may be used. The applications, complaints and proposals, which are received during the reception time, must be registered by the official in the Record-keeping department. The person, who has submitted a complaint, has the right to take part in its review;

56.4. the UL Labor union organization also has the rights to lodge a complaint or a proposal, in order to defend the rights and interests of Employees;

56.5. UL arranges the record-keeping of the Employee's individual / collective written applications, complaints and proposals separately from the rest of record-keeping. The order of record-keeping is defined by the Record-keeping department.

57. In case the Employee's complaint concerns his affected rights or has a purpose of interest protection, it is reviewed, and the response about the adopted decision is issued immediately, yet, not later than within seven days after the complaint receipt. The Employee has the right to take part in the review of the complaint, to provide explanatory notes and to express his opinion.

58. One must review the Employee's applications, complaints and proposals, that content-wise are different from paragraph 57, adopt a corresponding decision and provide the applicant with a response, within the limit of one's competence, not later than within 15 days from receiving an application, a complaint or a proposal. In case additional verification is required or additional data must be requested for the review of an application, a complaint or a proposal, the response must be provided not later than within 30 days from receiving an application, a complaint or a proposal.

59. The official does not have a right to review an application, a complaint or a proposal, in case it has a direct or indirect vested interest in the conflict or in its result. In case an official has a

direct or indirect vested interest in the review result, and it has discovered this only following the receipt of an application, a complaint or a proposal, it has an obligation to delegate the review to a higher official.

60. Upon the start of individual legal disputes (related to application of the labor contract, normative regulatory acts, UL Collective labor contract or working regulations), with the exception of disputes, which are to be reviewed in a court, the Employee may apply to the UL Labor dispute commission, which reviews the case within 10 days from the day, when an application from a party to the individual legal dispute was submitted to the Record-keeping department. The chairperson of the UL Labor dispute commission notifies the parties about the time and place of case review not later than three days before the beginning of review of the corresponding case. The parties' failure to arrive at the session of the UL Labor dispute commission cannot be an obstacle to review of the case and to adoption of a decision.

VII. Final provisions

61. The Employer ensures that those Labor law regulations, which are referenced in the Provisions, are also available to the Employee simultaneously with the text of the Provisions.

62. Upon the coming of these Provisions into effect, the Provisions of the working regulations of the University of Latvia (approved by the decision No. 237 from 29 March 2004 of the UL Senate) become invalid.

63. These provisions come into effect on 1 September 2014.

64. The amendment to paragraph 20.2 of the provisions comes into effect on 1 July 2015.

(As revised by Decision No. 143 from 29 December 2014 of the Senate of UL)