

## **RULES OF PROCEDURE**

### **I. GENERAL PART**

1. The purpose of the Rules of Procedure (hereinafter — the Rules) is to lay down the labour law norms relevant for smooth work of Vilnius University of Applied Sciences (hereinafter – Vilnius UAS). The purpose of these Rules is to establish general order at Vilnius UAS, to ensure work discipline, quality of work, to improve the organisation of work and to increase work efficiency and effectiveness. The Rules also regulate employment relations of employees of Vilnius UAS, recruitment and dismissal procedures, rights and obligations of employees, the procedure of payment and granting of leave, intellectual property of Vilnius UAS, in accordance with requirements of applicable laws of the Republic of Lithuania, other legal acts, and the Statute of Vilnius UAS (hereinafter –the Statute).

2. Vilnius UAS does not tolerate discrimination in recruitment, remuneration, training, career, termination of employment relations or retirement. Provisions for the implementation and monitoring of the Equal Opportunities Policy are set out in Section XV of the Rules.

3. The Rules shall be binding on all employees of Vilnius UAS, irrespective of the type of employment contract, the duration of the contract and other circumstances. Vilnius UAS may also apply other internal regulations establishing labour law norms which shall be binding on employees. The provisions of the Rules shall apply to the extent that these legal relations are not regulated by laws or other legal acts of the Republic of Lithuania.

4. The Rules shall be made publicly available (or in any other manner customary in Vilnius UAS) and shall be made known to all employees of Vilnius UAS against their signature. Vilnius UAS shall have the right to re-acquaint staff with the Rules without or with liability having observed that employees are negligent in complying with the requirements of these Rules. Amendments, additions, corrections to the Rules shall be made publicly available and/or sent to employees by e-mail, and/or made available for inspection through the document management or another system of Vilnius UAS, by other electronic means or against signature.

5. In addition to these Rules, employment relations between employees and Vilnius UAS shall also be regulated by employment contracts, laws and legal acts of the Republic of Lithuania, job instructions (regulations), occupational safety instructions and other local acts in force at Vilnius UAS.

6. Information relating to the activities of Vilnius UAS necessary for the performance of direct job functions of employees, letters, notices, warnings, orders, rules and/or other documents of Vilnius UAS may alternatively be communicated via the document management or another system of Vilnius UAS orally (unless written submission is mandatorily prescribed by legislation), against signature, by e-mail, electronic applications, e-systems, and/or other electronic means of communication. The publication or presentation of information communicated in this way shall be deemed to be sufficient to bring the information and documents to the attention of the staff and shall be binding. All documents delivered to an employee of Vilnius UAS by normal electronic means of communication shall be treated as if they had been served in writing.

### **II. WORKING AND REST TIME**

7. Working time shall mean any time during which employees are at the employer's disposal or perform

their duties under an employment contract. Working time shall include periods prescribed by law.

8. Vilnius UAS shall apply a working time standard of 40 hours per week, unless otherwise provided for by law or by an agreement between the parties to the contract. The working time hours for one or more employees (a group of employees) shall be set by the employer in accordance with the types of working time hours provided for in the Labour Code of the Republic of Lithuania (hereinafter – the Labour Code). Unless agreed otherwise, employees of Vilnius UAS shall work five working days with two days off per week. Unless otherwise specified for a particular group of employees or for a particular employee, the working hours of Vilnius UAS shall be as follows: Monday, Tuesday, Wednesday and Thursday from 7:30 a.m. to 4.15 p.m., on Fridays from 7:30 a.m. to 3 p.m., with a lunch break from 12:00 to 12:30 p.m.

9. The Description of the Procedure for the Establishment and Accounting of Full-time Workload of Teaching Staff of Vilnius University of Applied Sciences, summaries of payroll and salaries of employees, the Description of the Procedure for the Preparation and Evaluation of the Work Report of Teaching Staff of Vilnius University of Applied Sciences as well as schedules of the academic activity regulate working time of the teaching staff of Vilnius UAS.

10. The teaching staff of Vilnius UAS (professors, associate professors, lecturers, assistant professors) work a 36-hour, six-day week with one day off on Sunday, with a flexible work schedule. Teachers are obliged to work fixed hours on working days, which are determined in the approved schedules of contact work with students and unclassified students (hereinafter – Contact Work) (when drawing up schedules of Contact Work, the hours of Contact Work of lecturers are provided for no more than 5 days of the working week) and to attend meetings, sittings and other activities of departments of Vilnius UAS related to the implementation of goals of Vilnius UAS. The working time for non-fixed hours of the working day shall be organised by teaching staff themselves, working non-fixed hours at the choice of teachers before and/or after fixed working hours. Non-fixed working hours may be worked at a place of choice of teaching staff at their own expense. When working unfixed hours away from premises of Vilnius UAS, teachers shall be responsible for their own safety and health and that of other persons who might be harmed by their misconduct or mistakes. Teaching staff shall not be permitted to work overtime, at night, on holidays or rest days on their own initiative.

11. In order to ensure the quality of the organisation of the study process, employees organising and servicing studies (heads of departments, managers, computer centre, library and other staff), as well as other staff members whose employment contracts provide for it, shall be subject to the application of cumulative working time accounting. The accounting period shall be 1 month. Cumulative working time accounting shall be subject to the rules laid down in the Labour Code and other regulations.

12. The working hours of guards shall be up to 24 hours per day, their average weekly working time shall not exceed 48 hours and the rest period between shifts shall be at least 24 hours. If the nature of the work prevents them from taking rest and meal breaks, guards shall be allowed to eat during working hours. Guards shall be subject to cumulative working time and shall work at the times specified in their work schedules. The accounting period shall be 3 months. Cumulative working time accounting shall be subject to the rules laid down in the Labour Code and other regulations.

13. Vilnius UAS employees whose working hours differ from the working hours approved by Vilnius UAS due to the nature of their job position or work (locker room staff, guards, cleaners and other staff), as well as part-time employees shall work in accordance with working schedules approved by deans, dormitory staff shall work in accordance with working schedules approved by the Dormitory Manager, and library staff – in accordance with working schedules approved by the Library Manager.

14. The procedure for drawing up work schedules and completing timesheets is regulated by the Description of the Procedure for Completing Timesheets and Drawing up Work Schedules of Vilnius University of Applied Sciences.

15. Accounting of work of Rector of Vilnius UAS on rest days, public holidays, night work and overtime shall be kept, but he shall not be paid for such work, unless otherwise agreed by the parties in the employment contract. Accounts of work on rest days, public holidays, night and overtime work of other management staff of Vilnius UAS shall be kept and paid as normal working hours, unless otherwise agreed in the employment contract. Other management staff of Vilnius UAS shall include Deputy Rectors, Deans, Vice-Deans, Heads of

Departments, Divisions and other units and their deputies. Other staff members holding management positions at Vilnius UAS may also be specified (identified) in other legal acts (employment contracts, job regulations, Vilnius UAS structure, etc.).

16. On the eve of public holidays, the working day shall be shortened by one hour, except for employees working shorter hours.

### **III. RECRUITMENT PROCEDURES**

17. The recruitment procedure is regulated by the Labour Code, the Law on Research and Higher Education of the Republic of Lithuania, other normative legal acts, as well as local legal acts of Vilnius UAS, including, inter alia, the Statute of Vilnius UAS, the Description of the Procedure of Recruitment of Persons and Termination of Employment Relationships, the Description of the Procedure of Organisation of Competitions for Teaching Positions of Vilnius University of Applied Sciences, the Procedure of Attestation of Teachers of Vilnius University of Applied Sciences, the Description of the Procedure of Qualification Requirements of Job Position of Vilnius University of Applied Sciences, and other legal acts.

### **IV. EMPLOYEE RIGHTS**

18. Employees shall have the right to:
- 18.1. take advantage of social guarantees and leave;
  - 18.2. apply for unpaid leave and, with employer's permission, be absent from work on agreed days without pay;
  - 18.3. get paid on time, on due days;
  - 18.4. join trade unions and associations whose activities do not contradict laws of the Republic of Lithuania, the Statute and the objectives of Vilnius UAS;
  - 18.5. to obtain from the administration all the necessary information required for proper performance of the work authorised by the employment contract and specified in the job description;
  - 18.6. ask the administration to cover the cost of further training;
  - 18.7. resolve disputes between employees and administration of Vilnius UAS in the Labour Disputes Commission or in court;
  - 18.8. other rights provided for in legal acts.

### **V. EMPLOYEE DUTIES**

19. All employees of Vilnius UAS shall:
- 19.1. carry out their job functions responsibly and with care. Employees shall carry out their job functions themselves without delegating them to other employees without the consent of Vilnius UAS;
  - 19.2. carry out the tasks specified in their job descriptions and comply with the Rules, the Occupational Safety Instructions and other provisions of the legislation governing employee duties;
  - 19.3. familiarise themselves with the legislation in force at Vilnius UAS and applicable to employees, and/or comply with any other applicable legislation or instructions regulating work of employees;
  - 19.4. observe the set working and rest time and working hours;
  - 19.5. work safely, comply with fire safety, occupational health and safety requirements, and environmental protection rules;
  - 19.6. have health checks in accordance with an approved health check schedule. If the employer specifically instructs so, the employee shall also have a health check outside the approved health check-up schedule. Employees shall undergo health checks during the employee's fixed working hours or at a different time agreed in writing with the employer;

- 19.7. be courteous, disciplined, well mannered, and observe general ethical standards;
- 19.8. refrain from creating conflict situations or fostering mistrust between co-workers and the employer; discuss and resolve any questions, doubts or conflict situations with the manager or the person delegated by the manager;
- 19.9. observe the procedures for recording and storing material assets and documents, safeguard the material assets entrusted to them and use them for work-related purposes only;
- 19.10. compensate Vilnius UAS for any damage caused to it in the cases and according to the procedure established by law;
- 19.11. protect intellectual property and confidential information of Vilnius UAS entrusted to them, be loyal to Vilnius UAS, i.e. avoid conflict of interest, actively communicate and cooperate with the employer. Where a conflict of interest between private interests and those of Vilnius UAS may arise in the performance of their duties, employees shall immediately inform their line manager in writing;
- 19.12. not share information about salaries of other employees with any third parties or other team members;
- 19.13. inform the Human Resource Department immediately (within 3 working days at the latest) of any change in the following: change of residence (address), telephone number, passport or identity card, national social security card number, marriage, birth of a child, and any other legal facts affecting the employee's work, duties and status. A failure to provide this information in good time shall render the employee liable for any adverse consequences arising therefrom;
- 19.14. inform their line manager or another responsible official immediately, but not later than the start of the working day, when being unable to arrive at work on time or at all, indicating reasons for being late or absent from work;
- 19.15. notify their line manager or another responsible employee of temporary incapacity for work on the following day at the latest; the Head of Unit shall inform employees of Human Resource Department and the Payroll Unit of the Finance and Accounting Department temporary incapacity for work of employees;
- 19.16. provide information about Vilnius UAS, or information that can be linked to Vilnius UAS, to public officials and the media in consultation with and with the permission of the Rector or his authorized employee only;
- 19.17. not violate work discipline, not violate work duties and shall not to repeat acts or omissions for which the employee has received a written warning from the employer;
- 19.18. assign all intellectual property rights (copyrights, patents, know-how, industrial designs, trademarks, computer programmes, etc.) created in the course of or in connection with their work exclusively to the employer, for the entire duration of these rights, to the maximum extent permitted by law. The employee's normal functions shall be deemed to include the obligation to create intellectual property and shall not be subject to any additional remuneration for the creation of intellectual property, unless otherwise agreed by the parties in a particular case;
- 19.19. keep up-to-date with knowledge, skills and developments in areas relevant to their job functions;
- 19.20. be attentive, courteous and focused when interacting with stakeholders, and help them having cleared up their goals and preferences. If an employee is incompetent to deal with a customer's problem, he shall specify a person who could help.
20. Employees shall be obliged to observe the rules of conduct (ethics) and to behave in such a way that the name and reputation of Vilnius UAS are not brought into disrepute. Teaching staff shall comply with the requirements of the Code of Academic Ethics of Vilnius University of Applied Sciences. Teachers shall sign a Declaration of Integrity of Academic Staff.
21. Other duties of employees shall be defined by laws, regulations, these Rules, job descriptions, employment contracts and other internal legal acts.

## **VI. OCCUPATIONAL SAFETY AND HEALTH**

22. Occupational safety and health means all preventive measures designed to preserve the efficiency, health and life of employees at work, which are used and planned in all phases of activities of Vilnius UAS, with the aim of ensuring that employees are protected from occupational risks or that these risks are minimised to the extent possible.

23. Pursuant to provisions of the Law on Occupational Safety and Health of the Republic of Lithuania, employees of Vilnius UAS shall be provided with safe and health-protective working conditions.

24. Employees shall receive health and safety briefings in accordance with the briefing procedure. Employees shall have the right not to start working, if they have not been instructed in safe working practices. In the event of any questions concerning the safety and health status of the workplace or work area, employees may contact the head of the unit or the Work and Civil Safety Engineer of Vilnius UAS, or the Rector of Vilnius UAS.

25. Employees shall be obliged to comply with the requirements of occupational safety and health regulatory documents of Vilnius UAS, the Rules, timetables, work schedules, and to take care of safety and health of their own and of other employees.

26. Employees shall undergo health checks in accordance with established procedures:

26.1. pre-employment health check to determine health condition and suitability to hold the position;

26.2. periodically, in accordance with an approved occupational health check schedule for exposure to potential occupational risks, or at the employer's request, or in accordance with the procedures laid down in applicable legislation.

27. Refusal to undergo a health check shall be considered a serious breach of work duties.

28. Having suffered in an accident related to the performance of his duties, an employee shall immediately inform his line manager or another responsible employee, who shall immediately inform the Work and Civil Safety Engineer of the accident.

29. Employees shall:

29.1. use work equipment and materials in accordance with their intended use and the requirements for safe use, shall not make any unauthorised changes to the design of the work equipment and shall not protect or damage safety devices;

29.2. having noticed a hazard, they shall stop working and inform the head of the unit, the health and safety representative or the Work and Civil Safety Engineer of Vilnius UAS thereof;

29.3. take measures, within their competence and capabilities, to eliminate the causes which may lead to injuries, poisoning, accidents, etc.; the measures in question shall not be taken if any action of an employee may endanger safety, health or life of the employee or that of others;

29.4. perform other duties set out in the Labour Code, the Occupational Safety and Health Law and other legal acts;

29.5. use work equipment that is in good working order and meets safety requirements, refraining from using it in the event of any non-compliance and immediately informing the line manager thereof;

29.6. properly wear/ use personal protective equipment issued to them for its intended purpose.

## **VII. PROCEDURES AND DEADLINES OF PAYMENT OF SALARIES**

30. The structure, general provisions and other rules of remuneration of employees are regulated by the Description of the Conditions of Payment for Work of the Rector, Deputy Rectors, Deans and Vice-Deans of Vilnius University of Applied Sciences; the Description of the Conditions of Payment for Work of Teaching Staff of Vilnius University of Applied Sciences; and the Description of the Conditions of Payment for Work of Other Employees of Vilnius University of Applied Sciences.

31. Salary shall be paid twice a month, in the first half of the month, by the 20<sup>th</sup> of the month, making the final payment by the 5<sup>th</sup> of the following month, transferring the salary to the employee's personal bank account. At a written request of the employee, the salary may be paid once a month.

32. Annual leave pay shall be paid no later than on the last working day before the start of annual leave. Annual leave pay for a part of the annual leave exceeding twenty working days (in case of a five-day week) or twenty-four working days (in case of a six-day week) or four weeks (in the case of a lesser or different number of working days per week) shall be paid to the employee in the course of his leave in accordance with the procedure and deadlines for the payment of salary. After granting annual leave, annual leave may be paid in standard salary payment procedure at the employee's individual request.

33. When dismissing an employee, all salary due and a compensation for unused annual leave shall be paid on the last day of employment, unless otherwise provided for by law and/or by an agreement of the parties.

## **VIII. GRANTING LEAVE**

34. The procedure for granting, duration of and payment for annual leave is regulated by the Labour Code, Government resolutions and other normative legal acts.

35. Leave may be annual, targeted, extended and additional.

36. Annual leave is a time off work to rest and regain working capacity receiving leave pay therefor.

37. Annual leave is 20 working days (for a five-day week) or 24 working days (for a six-day week). If the number of working days per week is less or different, the employee shall be granted a minimum of four weeks' leave. Employees under the age of eighteen, also those who raise a child under the age of fourteen years or a child with disabilities under the age of eighteen and disabled employees shall be granted annual leave of twenty-five working days (for a five-day week) or thirty working days (for a six-day week), or, if the number of working days per week is less than or equal to the number of working days per week, the employee shall be granted a leave of five weeks.

37.1. If an employee of Vilnius UAS becomes entitled to annual leave of a longer duration than that provided for in the Labour Code or in other labour law provisions as a result of performing an additional job function by combination, the employee shall be granted leave of a longer duration (i.e. the total leave shall be such to which the employee is entitled under the agreement for additional work). In such a case, the employee shall be calculated annual leave accordingly, taking into account the amount of annual leave accrued in respect of the main job function and the additional work. If the duration of the leave to which the employee is entitled under the arrangement for the combination of additional work is the same as or less than that to which the employee is entitled under the main job function, the employee shall be entitled to the same duration of annual leave whereto the employee is entitled under the main job function (both for the main and the additional job function).

38. Extended holidays. Teaching staff and other staff in teaching positions, the list of which has been approved by order of the Rector of Vilnius UAS, shall be granted 40 working days (for a five-day week) or 48 working days (for a six-day week) or eight weeks (if the number of working days per week is less or different) of extended leave.

39. Additional leave shall be granted for long-term continuous service in a single place of employment (for employees of Vilnius University of Applied Sciences, the period of continuous service in a single place of employment shall include the period of service in post-secondary schools and technical colleges that have been reorganised into Vilnius University of Applied Sciences). The duration, conditions and procedure for granting additional leave shall be regulated by the Description of the Duration, Conditions and Procedure for Granting Additional Leave approved by Resolution of the Government of the Republic of Lithuania.

40. Targeted leave includes:

40.1. pregnancy and maternity leave - the Labour Code regulates the granting of this leave and other conditions;

40.2. paternity leave - the Labour Code regulates the granting of this leave and other conditions;

40.3. childcare leave - the Labour Code regulates the granting of this leave;

40.4. study leave - the Labour Code regulates the granting of this leave;

40.5. creative leave - the duration, conditions and pay for creative leave shall be determined by an

agreement between the parties, in accordance with applicable laws.

40.6. unpaid leave shall be granted at the request of employees in the cases and according to the procedure laid down in the Labour Code;

40.7. an employee of Vilnius UAS shall submit a request for targeted leave to the Human Resource Department within the time limits laid down by law or, if no such time limit has been laid down, at least three working days before the start of the requested leave.

41. Procedure for granting annual leave to Vilnius UAS employees:

41.1. annual leave is normally granted during the students' leave period, in accordance with the vacation schedule approved by order of the Rector of Vilnius UAS;

41.2. annual leave at other times of the calendar year shall be granted:

41.2.1. for pregnant employees before or after pregnancy and maternity leave;

41.2.2. for fathers during, before or after the mother's pregnancy and maternity leave;

41.2.3. for employees who study without interrupting their work, combining annual leave with the time spent on exams, assessments, thesis preparation, laboratory work and consultations;

41.2.4. employees caring for sick family members and disabled persons, and persons suffering from chronic diseases with exacerbations dependent on atmospheric conditions, on the recommendation of a health authority, and persons whose request is based on a health authority's report on their medical condition;

41.2.5. by individual agreement between the employer and the employee, if the employee makes a reasoned request and the employer decides to grant it.

41.3. Taking into account the specificities of their positions, the Rector, Deputy Rectors and Deans of Faculties shall be granted annual leave in accordance with an order providing for the substitution of the Rector and the Deans for the duration of their leave.

41.4. At the beginning of the calendar year (before 1 April), the Human Resource Department shall submit to Deans of the Faculties and Heads of Departments and Units of Vilnius UAS Administration lists of employees to be granted annual leave (name of the employee, position and duration of leave);

41.5. Deans of the Faculties and Heads of Departments and Units of Vilnius UAS Administration, having taken note of the data received, shall instruct the responsible employees to prepare a draft annual leave timetable for employees under their supervision;

41.6. In drawing up the draft annual leave schedule, the responsible employees shall take into account the wishes of the employees referred to in the Labour Code, as well as the wishes of other employees and the realistic possibilities of meeting such wishes. The wishes of the employees referred to in this sub-clause shall be submitted (if they so wish) to responsible employees by 15 April;

41.7. draft annual leave schedules signed by Deans of the Faculties and Heads of Departments and Units of Vilnius UAS Administration shall be sent to the Human Resource Department by 30 April;

41.8. After reviewing the draft annual leave schedules of all Faculties, Departments and Units of Vilnius UAS Administration, the Human Resource Department shall prepare an annual leave schedule of Vilnius UAS employees, which shall be approved by order of the Rector of Vilnius UAS. The leave schedule shall be approved for the period of years specified in Rector's order.

42. Annual leave shall be granted at least once per working year. At the employee's request, the annual leave to which he is entitled to may be broken down in the Leave Schedule. At least one part of the annual leave may not be less than ten working days or at least twelve working days (for a six-day week), or, in the case of a fewer or a different number of working days per week, a part of the leave may not be less than two weeks.

43. If an employee fails to take annual leave in the same working year, it shall be carried over to the following working year. The right to take all or a part of the annual leave shall be forfeited three years after the end of the calendar year in which the full annual leave entitlement was acquired, unless the employee was actually prevented from taking the leave.

44. Changing (moving) the time of annual leave approved in the Leave Schedule may only be possible in the cases provided for in the Labour Code, upon a reasoned request and documentary evidence of the validity of the request. The Rector of Vilnius UAS shall decide on changes to the leave schedule, without prejudice to

legislative requirements.

45. If an employee is prevented from taking annual leave for its intended purpose because of temporary incapacity for work, or because he is exercising his entitlement to targeted leave, or is granted unpaid leave, the annual leave already taken shall be carried over for that period. If the circumstances referred to in this clause arise before the start of the annual leave, the start of the annual leave shall be postponed, but not beyond the end of the annual leave granted. If these circumstances arise during the period of annual leave, the unused annual leave shall be granted to the employee at another time agreed between the parties but within the same working year. At the request of the employee, a part of the extended annual leave may be carried over and added to the annual leave for the following working year.

46. Withdrawal from annual leave shall only be possible with a written consent of the employee, where the employee shall specify the period whereto the unused part of the leave is to be carried over (extension of leave, addition to the next year's annual leave).

47. Annual leave may not be replaced by cash compensation.

48. Cash compensation for untaken annual leave shall be paid on termination of employment. The right to receive financial compensation for untaken leave shall be lost three years after the end of the calendar year in which the right to full annual leave was acquired, unless the employee has actually been unable to take the leave.

## **IX. EMPLOYEE INCENTIVES AND ALLOWANCES**

49. The principles for the award of one-time cash payments, one-time allowances and other incentives and benefits have been laid down in other local acts of Vilnius UAS.

## **X. WORK DISCIPLINE OF EMPLOYEES**

50. The working procedures at Vilnius UAS have been defined by the Rules, job descriptions and other local and normative legal acts.

51. Employees have a fundamental duty to work honestly and conscientiously, to observe work discipline and health and safety requirements, and to carry out lawful instructions of their supervisors in a timely and accurate manner.

52. A breach of employment obligations shall be a breach by an employee of the obligations imposed by employment law or by the employment contract as a result of an act or omission attributable to the employee.

53. A worker may be suspended from work or from performing certain functions for the duration of an investigation into an infringement of his duties. When suspended, an employee shall be paid his average salary, except where the law permits the payment of no salary.

54. A breach of workplace rules shall usually be documented in an official letter drafted by the direct manager of the employee who committed the breach, or by any other person who has knowledge of the possible breach of workplace rules. The official letter shall be addressed, as appropriate, to the Dean of the Faculty, the Dormitory Manager or the Rector of Vilnius UAS, who shall inform the employee having committed the breach of his duties of the official letter received and shall request a written explanation from the employee, which the employee shall be obliged to provide within 3 working days.

55. If the employee refuses to give a written explanation within the set time limit, or fails to do so without valid reasons, a deed shall be drawn up to that effect, in which case the decision on the breach of duty may be taken without an explanation.

56. Having reviewed the material on the misconduct, the Dean of the Faculty or the Dormitory Manager shall decide on the further course of action: he shall have the right to terminate further proceedings or to make a proposal to the Rector of Vilnius UAS to deal with the misconduct committed by the employee.

57. Having determined a breach of employment duties, the employee may be given a warning, which records the breach of employment discipline, specifies what the employee has done, and warns the employee of



the possibility of dismissal for a second offence of the same kind within the following twelve months. Having determined that a serious breach of employment obligations has been committed, or that there has been a second identical breach of employment obligations in the preceding 12 months, the employee may be dismissed at the initiative of the employer at the employee's fault. An employment contract may be terminated for a second infringement of the same employment obligation committed by the employee within the preceding 12 months only if the first infringement has also been determined, the employee has had the opportunity to explain the infringement, and the employer has given the employee a notice of the possibility of dismissal for the second infringement within one month of the date on which it was discovered.

58. A decision on the breach of duties shall be taken by order of the Rector of Vilnius UAS, which shall be communicated to the employee in writing. If the employer has decided to warn the employee of the possibility of dismissal for a second offence, this shall be recorded in the employee personal file, while the order with a warning of possible dismissal for a second offence signed by the employee shall be kept in the employee's personal file.

59. If an employee refuses to sign after being informed of the contents of the order, the fact that the employee has been informed of the contents of the order and has refused to sign shall be certified by signatures of three employees on a copy of the order.

60. The employer shall take a decision on the infringement committed by the employee within one month of the discovery of the infringement and within six months of the date on which the infringement was committed. The latter time limit shall be extended to two years if an infringement committed by an employee comes to light following an audit, inventory or performance review.

61. In addition to the cases provided for by laws, employment contracts and other local acts, breaches of employment duties shall also include:

61.1. being late or leaving work before the end of working hours without the authorisation of direct manager or his substitute person;

61.2. any negligent behaviour that may result in damage to the property of Vilnius UAS, its clients, partners or other employees;

61.3. non-compliance with occupational health and safety, fire safety and electrical safety rules, and occupational hygiene requirements;

61.4. negligent or reckless performance of duties;

61.5. failure to carry out, inadequate (incomplete) performance of, or poor or untimely performance of, direct duties and work assignments, or of instructions (instructions) from the employer, the direct manager or his substitute person;

61.6. failure to comply with, or improper compliance with, job descriptions, instructions, standards, and necessary procedures required for correct performance of work in respective workplaces;

61.7. activities during working hours that are not related to job duties;

61.8. workplace clutter;

61.9. use of obscene language in front of students, clients, guests, partners or employees, insulting, humiliating or otherwise disrespecting them, or any other disrespectful (rude) behaviour towards students, clients, guests, partners or employees;

61.10. non-compliance with these Rules or any other legislation.

62. Serious breaches of employment obligations shall include:

62.1. intentionally causing or attempting to intentionally cause material damage to the employer;

62.2. absence from work without valid reasons for the whole working day (shift);

62.3. refusal to undergo a health check when such checks are compulsory for employees;

62.4. disclosure of commercial, technological, financial data, secrets, and their communication to a competing higher education institution, the media (press, television, radio) or third parties;

62.5. gender-based or sexual harassment, acts of a discriminatory nature, or breaches of honour and dignity towards other employees or third parties during work or at the workplace;

62.6. unauthorised treatment of visitors or stakeholders, or other acts that directly violate people's

constitutional rights;

62.7. the use of office for the purpose of obtaining unlawful gains for oneself or for others, or for other personal motives, as well as arbitrariness or bureaucratism, as provided for by laws of the Republic of Lithuania;

62.8. an act constituting a criminal offence committed during work or at the workplace;

62.9. being drunk, under the influence of drugs or toxic substances at work;

62.10. unauthorized activities of employees, which causes Vilnius UAS to lose confidence in the employee;

62.11. use of psychological violence;

62.12. refusal to get familiar in writing with and/or comply with regulations governing work at the workplace;

62.13. refusing to provide information when required to do so by law, regulation or the Rules, or providing incorrect information in such cases;

62.14. use of work tools, instruments for personal use and/or non-work functions, including, but not limited to, when the employee uses a computer to download illegal recordings, programs, etc;

62.15. systematic misconduct, including cases where there are no adverse consequences for Vilnius UAS. A systematic breach of labour discipline shall be deemed to occur when two or more breaches of labour discipline are committed in the course of one year.

62.16. other misconduct that forms a gross violation of duties of the employee.

## **XI. DISMISSAL**

63. An employee wishing to terminate an open-ended or a fixed-term contract before its expiry shall, at the employee's own initiative and without compelling reasons, inform his direct manager and submit a request with his visa to the Human Resource Department at least 20 calendar days before the dismissal.

64. The employee shall have the right to revoke a request for termination of an employment contract at the initiative of the employee, without valid reasons, no later than within three working days from the date of filing the request. He then may withdraw the request only with the consent of the employer.

65. The employee's request shall terminate the employment contract at the end of the notice period, and the employer shall register the termination of the employment contract and pay the employee no later than on the last working day.

66. The Human Resource Department shall provide the employee being dismissed with a settlement slip.

67. No later than on the day of dismissal, the employee shall settle with all the services specified in the settlement slip, if he is materially liable, he shall hand over to another person material values, return all the working tools, information, media of confidential information, cards, keys to access premises of Vilnius UAS, and all other tangible and intangible assets of Vilnius UAS in his possession.

68. Upon termination of the employment contract, an entry thereon shall be made in the employment contract.

69. The Human Resource Department shall complete the creation of an employee's personal file:

69.1. draw up an order on the dismissal of the employee and communicate it to the relevant departments. The order shall be communicated to the employee without delay;

69.2. formalise the termination of the employment contract;

69.3. record the dismissal in the employee's personal card, organise the personal file, keep it in the Human Resource Department for one year and then transfer it to Vilnius UAS archives for long-term storage.

70. The payroll team shall complete a notification to the State Social Insurance Fund Board of the employee's taxable salary and contributions, and send this notification to the Vilnius branch of the State Social Insurance Fund Board on the day of dismissal, but not later than the next working day after the dismissal.

71. If the employee so requests, the Human Resource Department shall, within 10 working days, issue

him with a statement of employment, indicating the function performed by the employee, the beginning and end of that function, the salary received and, at the employee's request, a performance appraisal (characteristic).

72. The dismissed employee shall be obliged to settle with Vilnius UAS in other cases provided for in the Labour Code and individual agreements (including, but not limited to, reimbursement of training costs, compensation for damages, etc.).

73. Other grounds for dismissal have been laid down in the Labour Code.

## **XII. GENERAL INTERNAL ORDER REQUIREMENTS**

74. Vilnius UAS premises and grounds shall be noise-free, maintain a business-like working atmosphere, with employees treating each other, students and others with respect.

75. Employees shall be prohibited from using words and expressions that are derogatory to personal honour and dignity at the workplace, and from possessing and disseminating information that is derogatory to personal honour and dignity.

76. Employees shall be given keys to classrooms, premises and offices of Vilnius UAS to carry out their functions. Giving keys to other persons shall be prohibited. An employee having lost keys to a classroom, premises or office door shall immediately inform his direct line manager or another responsible employee thereof.

77. At the end of the day, the last employee to leave the classroom, room or office shall switch off the lights, computer equipment, close the windows and lock the doors.

78. Employees shall be obliged to use computer network resources of Vilnius UAS, computer and software equipment and information systems in a proper manner, in accordance with the established rules and requirements.

79. The rules for the use of computer network resources, information systems and electronic communication tools at Vilnius UAS have been approved by an order of the Rector.

## **XIII. LABOUR DISPUTES**

80. Labour disputes shall be examined in accordance with the Labour Code.

## **XIV. INTELLECTUAL PROPERTY**

81. Intellectual property of Vilnius UAS is intellectual property created by employees and/or students of Vilnius UAS, the ownership of which shall belong to Vilnius UAS to the maximum extent permitted by law, provided that it has been created and the contract does not provide otherwise:

81.1. for employees in the performance of their official duties or functions;

81.2. participating in projects carried out by Vilnius UAS or as a partner;

81.3. fulfilling the requirements of study programmes;

81.4. using the experience, funds, equipment, materials or facilities of Vilnius UAS.

82. Intellectual property objects of Vilnius UAS may be registered with the Lithuanian Copyright Protection Association Agency (LATGA-A). The rights of their publication and use are protected by the laws of the Republic of Lithuania on copyright and related rights and other laws.

83. Employees may not transfer intellectual property of Vilnius UAS to any third parties without a permission of their direct manager or his substitute person.

## **XV. IMPLEMENTATION AND MONITORING OF EQUAL OPPORTUNITIES POLICY**

84. Vilnius UAS shall be guided in its activities by provisions of the Constitution of the Republic of Lithuania, which establish the equality of persons and the prohibition to restrict human rights and to grant privileges to a person on the basis of sex, race, nationality, language, origin, social status, faith, beliefs or opinions. Any discrimination on the grounds of a person's gender, sexual orientation, race, nationality, language, origin, citizenship and social status, faith, beliefs, opinions, marital status, intention to have a child, affiliation to political parties and associations, or age shall be prohibited at Vilnius UAS.

85. In implementing its Equal Opportunities Policy, Vilnius UAS shall not discriminate against employees on the basis of a person's sex, sexual orientation, race, nationality, language, origin, citizenship and social status, religion, beliefs, opinions, marital status, intention to have a child, affiliation to political parties and associations, or age:

85.1. apply uniform selection criteria and conditions for recruitment;

85.2. provide equal working conditions, access to qualifications, professional training, retraining, practical work experience and benefits;

85.3. use uniform criteria for evaluating performance;

85.4. use the same criteria for dismissal;

85.5. pay the same salary for the same work of equal value;

85.6. take steps to ensure that employees are not harassed at the workplace or instructed to discriminate;

85.7. take measures to prevent sexual harassment;

85.8. take steps to ensure that an employee who has lodged a complaint of discrimination or who is involved in a case of discrimination, or his representative, or a person who gives evidence and explanations on the grounds of discrimination, is not subject to victimisation and is protected from any hostile treatment or adverse consequences;

85.9. take reasonable steps to enable disabled persons to access employment, work, careers or training, including reasonable accommodation, provided that such measures do not result in a disproportionate impairment of duties of Vilnius UAS.

86. Vilnius UAS shall not include in its job advertisements any requirements giving preference on the grounds of sex, sexual orientation, race, nationality, language, origin, nationality and social status, religion, beliefs, opinions, age, marital status, membership of a political party or association, disability, ethnic origin or religion. Job advertisements shall not require job applicants to provide information about their private life or family plans.

87. An employee having suffered discrimination on the grounds of sex, sexual orientation, race, nationality, language, origin, citizenship and social status, religion, beliefs or opinions, age, marital status, intention to have a child, membership of political parties and associations, disability, ethnic origin, or religion shall have the right, in accordance with the procedure laid down by law, to claim compensation for the material and non-material damage suffered.

88. Having received information in any way about non-compliance with the Equal Opportunities Policy, the employer shall take action to investigate and remedy such possible violations (if any) immediately, but not later than 15 calendar days from the time of becoming aware of the possible violations/receipt of a request from the employee.

89. Employees who consider that their equal opportunities have been violated shall have the right to apply to the Rector of Vilnius UAS in writing asking to investigate their situation. Vilnius UAS undertakes to investigate such requests of employees within a maximum of 30 calendar days from the date of receipt of the request and to provide a reasoned response.

90. The Rector of Vilnius UAS shall be responsible for the implementation of the Equal Opportunities Policy at Vilnius UAS.

## **XVI. PROCEDURES FOR DETERMINING INSOBRIETY (DRUNKENNESS) OR INTOXICATION OF EMPLOYEES**

91. The use of alcohol, drugs or toxic substances shall be prohibited at Vilnius UAS.

92. Vilnius UAS employees shall be permitted to work with a blood and other body fluid and breath alcohol concentration of 0.00 per mille.

93. Any means available to Vilnius UAS at the time, including but not limited to breathalyser, video and audio recording, witness statements, etc., may be used to determine insobriety (drunkenness) or intoxication.

94. If an employee is found to be drunk or intoxicated by technical means, or if any of the following symptoms are present: breath odour, inappropriate behaviour, slurred speech, uncoordinated movements, he shall be immediately suspended from work, shall not be paid a salary and shall be subject to any other action in accordance with legal requirements.

95. The procedure for determining insobriety or intoxication of drivers and other persons may be approved by a separate order of the Head of Vilnius UAS and/or in accordance with provisions of legal acts.

96. An employee who disagrees with the results of an examination or check-up (for insobriety (drunkenness) or intoxication) may, within one hour at the latest, apply to a personal health institution for a medical check-up at his own expense. Failure to do so shall be deemed to constitute an agreement with the results of the insobriety (drunkenness) or intoxication test.

97. Having observed a drunk (or intoxicated) employee, employees of Vilnius UAS shall be obliged to report the incident to their immediate supervisor or Vilnius UAS administration, and take all necessary measures to prevent accidents.

## **XVII. EMERGENCIES**

98. In case of an accident, the Head of Vilnius UAS or his authorized person shall be notified thereof immediately, referring to the nearest medical facility and, if necessary, calling an ambulance. The scene shall be preserved in the same condition as at the time of the accident until the investigation has been initiated, provided that this does not endanger lives of other employees.

99. In case of an accident on the way to or from work, the accident and its circumstances shall be reported immediately to the Head of Vilnius UAS or his authorized person, either by the employee himself or through others.

100. In case of an accident, the danger zone shall be fled, immediately notifying the Head of Vilnius UAS or his authorized person thereof.

101. In case of a threat of robbery, every effort shall be taken to ensure the safety of people at the Vilnius UAS to the extent possible.

102. Having noticed a fire, call 112 for help.

103. Employees shall also be obliged:

104. to protect and safeguard health of other employees, to work safely, and to be aware of and comply with the requirements of occupational safety regulations; to actively contribute to the creation and maintenance of a safe and healthy working environment; to take the necessary precautions for their own protection and for the protection of their colleagues, visitors, clients and other people within the premises of Vilnius UAS/ the workplace;

105. to observe the rules for the use of technical equipment, machinery and mechanisms, the instructions on safety at work, shall not work with work equipment that is technically disorderly, and report any malfunctions immediately to their direct manager/ his substitute;

106. to use, as appropriate, all personal protective equipment and equipment provided by Vilnius UAS (work clothes, footwear, earplugs and other personal or collective protective equipment) when required by relevant regulations, instructions or as necessary for safe working practices;

107. to take measures to eliminate, to the best of their ability and competence, the causes of injuries and accidents, and to inform their manager/ his substitute thereof immediately;

108. to immediately inform their direct manager/ his substitute of any work-related injuries, health problems, incidents, accidents, unsafe work or conditions. This shall include all actions/situations/events that have caused/may have caused injury, accident, fire or damage to property or equipment. Where it is possible and safe to do so, and as permitted by work instructions, employees shall take measures to eliminate or reduce the threat/damage;

109. to have health checks in accordance with the established procedures;

110. to comply with any other lawful instructions of the Employer, its authorised persons and safety officers;

111. to provide Vilnius UAS with any information that would enable new safety measures to be taken to prevent incidents or accidents;

112. if an employee is taking medication with side effects (e.g. drowsiness, slowed reaction, etc.), he shall inform his direct manager of the medication, the side effects and the duration of its use;

113. to report to their direct manager any contagious/infectious diseases, such as tuberculosis, chickenpox or measles in their family/ close environment;

114. bringing children or other unauthorised persons to premises of Vilnius UAS/ the workplace reserved for staff only without the permission of the Head of Vilnius UAS or his substitute shall be prohibited;

115. bringing or possessing sharp objects, weapons, guns, alcoholic beverages or other intoxicating substances on premises of Vilnius UAS / the workplace, using them at the workplace or being under the influence of them on premises of Vilnius UAS during and/or after working hours shall be prohibited.

## **XVIII. PREVENTING PSYCHOLOGICAL VIOLENCE AT WORK**

116. Psychological violence is defined as unacceptable behaviour by one or more individuals, which can take many forms, and there are two main manifestations of psychological violence:

116.1. harassment (repeated and deliberate abuse, threats and/or humiliation in work-related circumstances);

116.2. violence (when one or more employees or managers are attacked in work-related circumstances).

117. Harassment and violence can manifest in the following forms:

117.1. physical, psychological and/or sexual abuse;

117.2. unethical behaviour (once or systematically);

117.3. disrespectful behaviour towards others.

118. The main and most common consequence of psychological violence at work on the employee/manager is stress – the employee's reaction to adverse psychosocial factors such as working conditions, work requirements, work organisation, content of work, relationships between employees and/or with the employer and/or third parties.

119. Information on psychological/physical violence and abuse shall be provided in the following procedure:

119.1. The employee shall inform his direct manager and/or the HR Manager in writing of any ill-treatment suffered. Having received this information, the direct manager shall immediately forward it to the HR Manager.

119.2. The HR Manager is the person responsible for anti-violence activities and shall be informed

immediately (verbally, in writing: by e-mail or MS365 tools) in the event of violence or inappropriate behaviour at work. Having received this information, the HR Manager shall immediately inform the Rector of Vilnius UAS thereof in writing.

120. Having received information about misconduct, the Rector of Vilnius UAS shall assess the information, request a written explanation of the misconduct from the employee, assess all the circumstances surrounding the misconduct situation (employee testimony, e-mail communication, etc.), and shall take any other necessary action.

121. A commission may be set up to investigate the situation of misconduct by a decision of the Rector of Vilnius UAS. The Commission shall be set up for the duration of the investigation only.

121.1. The Commission shall be composed of four members of the administrative staff, a representative of the Academic Ethics Committee of Vilnius UAS, a trade union representative, and a representative of the Labour Service (if one of these representative bodies of employees is not present at Vilnius UAS, the second member of the existing employee representative body shall be appointed in its place. If Vilnius UAS does not have both employee representative bodies, two employees of Vilnius UAS who are not involved in the situation in question shall be appointed).

121.2. The Commission shall organise its work through meetings (both face-to-face and remote). The Commission shall elect its Chairperson at its first meeting. The meetings of the Commission shall be recorded in minutes by the elected meeting secretary. The minutes of the meetings shall be submitted to the Rector of Vilnius UAS within 2 days.

121.3. A quorum for the adoption of decisions by the Commission shall be deemed to be present, and a meeting of the Commission shall be deemed to have taken place, if more than 2/3 of its members are present.

121.4. The Commission shall have the right to obtain from the employer information relating to the situation in question, to seek explanations from the employees concerned (in which case it must state the basis on which the information is being collected, while maintaining the confidentiality of the individuals to a reasonable extent), and to carry out any other necessary action.

121.5. The Commission members shall ensure the confidentiality of the information received and learnt during the investigation.

121.6. Not later than 30 working days from the date of establishment of the Commission (unless the Rector of Vilnius UAS accepts a reasoned request from the Chairperson of the Commission for an extension), the Commission shall submit its written findings to the Rector of Vilnius UAS as to whether misconduct has been established in the situation. The Commission may also make recommendations for further action by the Employer in respect of the individual who has acted inappropriately. The Commission's conclusion shall be supported by more than 2/3 of all members of the Commission. If the Commission fails to reach a conclusion within the time limit set (e.g. because the required number of members did not vote in favour or for other reasons), the Chairperson of the Commission shall inform the Rector of Vilnius UAS in writing no later than 1 day after the expiry of the deadline for reaching conclusions.

121.7. Commission members shall forward to the employer all information (documents, copies thereof, correspondence, other information recorded on various media, etc.) received and/or learnt during the investigation not later than on the deadline for the Commission to reach its conclusion.

121.8. The Commission's conclusions and recommendations shall be advisory in nature and therefore shall not be binding on the employer. The employer may take decisions without the Commission's conclusions, provided that they are not submitted within the time limit laid down in the Rules.

122. Depending on the collected information and conclusions, the employer may impose the liability provided for in Section X of the Rules on the employee having committed psychological violence.

## **XIX. REMOTE WORK**

123. Remote work means regular performance of all or a part of employee's job functions at a place other than the place of employment, in accordance with the procedure, time limits and conditions agreed with the employer, including through the use of information technology. Remote work also covers mixed working

arrangements (a part of the functions or working time at the workplace and a part – at a remote work location).

124. The right to work remotely shall only be available to employees whose nature and specificity of activities allow them to carry out their assigned functions in this form of work organisation.

125. The right to work remotely shall be granted at the employee's request (Annex 1) or by a separate agreement between the parties.

126. An employee wishing to work remotely shall submit an application (Annex 1) to work remotely to his direct manager at least seven (7) working days in advance (unless a different time limit has been agreed upon with the direct manager).

127. An employee's application to work remotely can be made for a specific day, for a specific period of time or for specific days of the week. In any case, an application to work remotely may not be made for a period longer than twelve (12) calendar months. In the case of working remotely in another country, the application to work remotely may not be made for more than 183 days per year.

128. In the application to work remotely, the employee shall specify, inter alia:

128.1. a location for working remotely (the exact address where he will do the work);

128.2. the start and end time of remote work;

128.3. a telephone number where the employee can be contacted while working remotely and where calls received on the work telephone will be forwarded.

129. If an employee working remotely wishes to change remote work conditions referred to in subparagraphs 128.1 - 128.3 hereof (in whole or in part), the employee shall inform his direct manager in writing thereof, specifying the remote work conditions he wishes to change. The direct manager shall, upon a receipt of the notice, examine the notice, ask the employee to clarify the information in the notice and, if necessary, discuss with the employee the aspects of remote work, and shall, no later than five (5) working days after the receipt of the notice referred to in this clause, inform the employee in writing whether he agrees to the employee working under changed remote work arrangements.

130. The employee's direct manager and/or the Rector of Vilnius UAS may not approve the employee's application to work remotely in one or more of the following circumstances:

130.1. the day or days preferred to work remotely, or a period when meetings, conferences, sittings, discussions or other events requiring the direct participation of the employee are already scheduled. In such a case, the employee shall have the right to request to work remotely on another day or period when no meetings, briefings, sittings, discussions or other events requiring the employee's participation are scheduled;

130.2. if on the day or days or period of time requested for remote work, the employee must cover for another employee, and the cover function cannot be performed remotely;

130.3. remote work would not ensure proper performance of functions;

130.4. remote work has a negative impact on the quality of the employee's work;

130.5. the employee's trial period has not ended;

130.6. failure to agree on the provision of tools and equipment needed for work;

130.7. the employee has committed an infringement of his employment duties in the last 12 months in connection with a form of remote work;

130.8. the employee may be abusing the possibility to work remotely;

130.9. in presence of other circumstances important for the employer.

131. The permission granted to an employee to work remotely may be withdrawn if:

131.1. the employee performs his work functions inefficiently or poorly;

131.2. the employee has submitted an application to withdraw the permission to work remotely (Annex No 2);

131.3. the employee fails to ensure safe working conditions and inadequate work equipment is used;

131.4. the employee does not ensure the security of data and information;

131.5. the employee abuses the possibility to work remotely;

131.6. the circumstances or reasons that allowed the employee to work remotely change or cease to exist;



131.7. in presence of other circumstances important for the employer.

132. In the event of a change in the functions set out in the job description of the employee or a transfer of the employee to another position, a permission to work remotely in the manner prescribed in the Rules shall be obtained anew.

133. The direct manager may submit assignments to an employee working remotely by means of the document management system, electronically to the work email account of the employee working remotely, verbally or by phone. Assignments may also be pre-arranged and provided to the employee before starting to work remotely.

134. At the request of the direct manager, the employee shall account for the work performed by submitting a free-form report to the direct manager or by any other means prescribed by the employer.

135. Expenses incurred while working remotely shall not be reimbursed to the employee, unless otherwise agreed by the parties by a separate agreement.

136. The working hours of an employee working remotely shall coincide with the working hours laid down in the Rules or, if the employee works during other fixed working hours, the working hours shall coincide with other fixed hours.

137. An employee shall not abuse his right, including, but not limited to, the right to work less or more than the prescribed hours without the employer's instruction or consent. If an employee works more than the prescribed hours of work arbitrarily, i.e. without an express consent or direction of the employer, this shall not be considered overtime and shall not be remunerated. The employee shall not work overtime, at nights, on days off or on public holidays, or during any other periods for which the employee would be entitled to additional payments or paid additional rest periods, without the express instruction of the employer.

138. In case of working remotely, the employee shall also be responsible for keeping his own time records.

139. A report on the hours worked shall be submitted to the direct manager on the last working day of the month or on the first working day of the following month, or at such other times as the employer may specify, if the manager so requests. The report shall be verified by the manager and immediately forwarded to the employee responsible for completing the timesheets.

140. The employee shall be obliged to report to the premises of Vilnius UAS or any other specified place for the performance of the employee's assigned functions within one (1) day at the latest (unless his direct manager specifies a different time limit for his arrival), unless the employee is working in another city or another country (in which case, the arrival shall be agreed upon on an individual basis).

141. The employee working remotely shall comply with all legal acts followed while working at Vilnius UAS, perform the work in a timely, proper and qualitative manner, without violating interests of the employer.

142. It is the employee's responsibility to ensure that the remote work location chosen by the employee complies with the requirements of legal acts governing occupational health and safety, and other legislation, and to ensure that the remote work location complies with these requirements. If the employee is in any doubt as to whether the remote work location complies with the requirements set out, the employee shall contact the persons responsible for occupational health and safety.

143. The employee shall take care of his own safety and health and the safety and health of others who may be harmed by his misconduct or mistakes, as well as proper use and protection of equipment and work tools.

144. The employee shall refrain from commencing work and/or cease work immediately if the requirements set out in Clause 142 hereof have not been implemented or implemented improperly, and shall immediately inform the employer thereof.

145. If ensuring a safe workplace, facilities and equipment remotely is impossible, the employee shall work at the workplace.

146. The employee undertakes to comply with the requirements of remote work safety in the performance of his job functions and acknowledges that if the injury occurs at a time other than during working hours or under circumstances unrelated to the performance of his job functions, this shall not be considered an accident at work.

147. The employee shall immediately notify the employer of an accident or risk of accident, or a health impairment.

148. The employer may provide the employee with the following tools for remote work:

148.1. the required computer equipment;

148.2. stationery: paper, pens, etc.

148.3. the exact list of tools to be provided to the employee shall be agreed upon with each employee individually.

149. The employee shall be responsible for the preservation of work equipment handed over to him, taking into account its natural wear and tear.

150. The employee working remotely shall have access to the Internet, telephone and computer equipment and be accessible by these means. When carrying out his remote work functions, the employee shall use an uninterrupted and adequate Internet and telephone connection so as to avoid additional disruptions in the organisation of the work for the employee to be able to carry out his work functions properly when working remotely. Having missed a call, the employee shall return it promptly, but not later than within one (1) hour, and respond to emails in a timely manner.

151. Employees shall ensure that the security of the Internet connection used is equivalent to the level of protection of the information sent over the communication channels, in order to ensure the protection of the employer's confidential information, and to protect the information from possible unauthorised use of the employer's data. The employee shall ensure that the requirements of the GDPR are properly implemented and that confidentiality obligations are properly fulfilled.

152. Employees shall be responsible for the protection of the employer's information used in the performance of their job functions. Employees shall have a duty to ensure that third parties do not have access to the data of logins or other confidential information of the employer which the employer provided to the employees.

153. When working remotely, employees shall comply with the necessary electronic information security requirements.

154. Employees shall commit:

154.1. to engage in business correspondence by business email only;

154.2. to keep login credentials to internal and external networks set up and used for job functions safe;

154.3. not to use the login port on devices other than those provided by the employer;

154.4. not to use the login port for purposes outside the employment relationship;

154.5. to report any observed attempts to hack into a remote work device, loss of login data or information, damage to or loss of remote work equipment to their direct manager immediately;

154.6. not to install software on remote work devices themselves;

154.7. to take any other necessary measures to ensure the safety of the equipment provided by the employer;

154.8. check their document management system account (if they have access to it while working remotely) and their work email account regularly, but at least once an hour.

155. The employer undertakes to enable employees working remotely to communicate and cooperate with other employees and employee representatives at the workplace and to receive information from the employer, without unnecessarily burdening the employer or creating additional resources for the employer.

156. Employees shall immediately inform their direct manager and/or the persons responsible for resolving respective interferences, and if the latter is not available or cannot be contacted, another employee of the employer's administration known to the employee, of any problems and obstacles to the performance of work functions remotely.

157. Remote work shall not impose any restrictions on the calculation of seniority, promotion, further training, or limit or restrict other employment rights of employees.

158. The employer shall have the right to determine other conditions and procedures for remote work

that have not been provided for in these Terms and Conditions and in the agreement between the parties.

**XX. FINAL PROVISIONS**

159. The Rules shall enter into force on 1 July 2022.

160. Amendments to the Rules may be initiated by the Council of Vilnius UAS, the Academic Council and the Rector of Vilnius UAS.

161. Any amendments and supplements to the Rules shall be approved by the Council of Vilnius UAS.

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(name and surname)

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(job title)

To the Rector  
of Vilnius University of Applied Sciences

**APPLICATION  
FOR A PERMISSION TO WORK REMOTELY**

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(date)

Vilnius

Please allow me to work remotely **from** \_\_\_\_\_ **to** \_\_\_\_\_ (total \_\_\_\_\_).

By submitting this application:

1. I confirm that I have read and understood the procedure of remote work of Vilnius UAS as set out in the Rules of Procedure and undertake to comply with it in full;
2. I shall comply with all occupational safety requirements set out in the Law on Occupational Safety and Health and other legislation, I am familiar with the Occupational Safety and Health and Fire Safety Instructions, and my workplace and facilities shall comply with such requirements,
3. I shall not be under the influence of alcohol or narcotic (toxic) drugs and shall not consume any illegal substances during work;
4. I shall not work at night, on public holidays, on rest days or overtime without a prior notification and express agreement of my direct manager thereto;

5. I waive a compensation for the use or wear and tear of my personal work equipment (mobile phone, computer) and utilities;
6. I confirm that when working remotely, I shall only use the data provided to me by the employer, thus protecting personal data and other confidential information of the employer, and I shall only work with work tools in a good technical condition;
7. I shall protect all information given/received while working remotely from loss or disclosure, and shall use the tools/equipment provided to me by the employer in accordance with all requirements and instructions;
8. I shall ensure secure transmission/delivery and receipt of electronic information and comply with the necessary electronic information security requirements;
9. I shall take care of my own safety and health and the safety and health of others who may be harmed by my misconduct or mistakes, as well as for proper use and protection of equipment and work tools;
10. My remote work place shall be located at \_\_\_\_\_;
11. I ensure that while working remotely, I can be reached by mobile phone:  
+370 \_\_\_\_\_
12. In case of a change of my remote work location, mobile phone number or other personal details, I shall inform my direct manager thereof immediately.

\_\_\_\_\_  
(Name, surname and signature of the employee)

---

(name and surname)

---

(job title)

To the Rector  
of Vilnius University of Applied Sciences

**APPLICATION  
TO WITHDRAW A PERMISSION TO WORK REMOTELY**

---

(date)

Vilnius

Please withdraw a permission to work remotely from \_\_\_\_\_.

(date)

---

(Name, surname and signature of the employee)

