

APPROVED

By Resolution No. ST N – 6 of the Academic
Council of Vilniaus Kolegija/ Higher Education
Institution of 19 th September 2022, new version

RULES OF PROCEDURE

I. GENERAL PROVISIONS

1. The purpose of these Rules of Procedure (hereinafter referred to as the ‘Rules’) is to establish the rules of labour law relevant to smooth running of Vilniaus Kolegija / Higher Education Institution (hereinafter referred to as ‘Vilniaus Kolegija’). These Rules aim to establish general procedures at Vilniaus Kolegija, ensure work discipline and quality, improve the organisation of work, and increase productivity and efficiency. The Rules also regulate the employment relationships of the Vilniaus Kolegija staff, procedures for recruitment and dismissal, employees’ rights and duties, the procedure for remuneration and granting of leave, and the Vilniaus Kolegija’s intellectual property, in accordance with the requirements of the laws of the Republic of Lithuania, other legal acts and the Vilniaus Kolegija’s Statutes (hereinafter referred to as the Statutes).

2. Vilniaus Kolegija does not tolerate discrimination in the areas of recruitment, remuneration, training, career development, termination of employment or retirement. Provisions regarding the implementation of the equal opportunities policy and the supervision of its enforcement are set out in Chapter XV of the Rules.

3. The Rules are binding on all Vilniaus Kolegija staff, regardless of the type of employment contract, its duration or other circumstances. Other internal regulations establishing the labour law standards and binding on staff may also apply at Vilniaus Kolegija. The provisions of the Rules apply to the extent that these legal relationships are not otherwise regulated by the laws of the Republic of Lithuania or other legal acts, including national or sectoral collective agreements, where applicable.

4. The Rules shall be published publicly (or in another manner customary at Vilniaus Kolegija) and all the Vilniaus Kolegija employees shall be made aware of them by signing to confirm receipt. Vilniaus Kolegija has the right to re-familiarise employees with the Rules, either without imposing liability or by imposing it, if it is observed that employees are negligent in complying with the requirements of these Rules. Once amendments, additions or corrections have been made to the Rules, this is announced publicly and/or these changes are sent to employees by email, and/or made available for review via the Vilniaus Kolegija’s document management system or other system, or by other electronic means, or by way of a signed acknowledgement.

5. In addition to these Rules, the employment relationship between employees and Vilniaus Kolegija is also governed by employment contracts, the laws and regulations of the Republic of Lithuania, job descriptions (regulations), health and safety instructions, and other local regulations in force at Vilniaus Kolegija.

6. Information relating to the Vilniaus Kolegija’s activities that is necessary for the direct performance of employees’ duties, as well as the Vilniaus Kolegija’s letters, notices, warnings, orders, rules and/or other documents may, alternatively to the Vilniaus Kolegija’s document management or other system, be communicated orally (unless legislation expressly requires written submission), by registered post, by email, via electronic applications, in electronic systems and/or by other means of electronic communication. The publication or submission of information transmitted in this manner shall be deemed sufficient to constitute the employees’ familiarisation with the information and documents and is mandatory. All documents delivered to a Vilniaus Kolegija employee via standard electronic means of communication shall be deemed equivalent to the documents delivered in writing.

II. WORKING HOURS AND REST PERIODS

7. Working time means any time during which an employee is at the employer’s disposal or is performing

duties under the employment contract. Working time includes periods specified in legislation.

8. The standard working week at Vilniaus Kolegija is 40 hours, unless otherwise provided for by legislation or by agreement between the parties in the employment contract. The working time regime for one or more employees (a group of employees) is determined by the employer in accordance with the types of working time regimes provided for in the Labour Code of the Republic of Lithuania (hereinafter – the Labour Code). Unless otherwise specified, the Vilniaus Kolegija’s employees work a five-day week with two days off per week. Unless otherwise specified for a particular group of employees or a specific employee, the working hours at Vilniaus Kolegija: on Monday, Tuesday, Wednesday and Thursday, work is from 7.30 am to 4.15 pm; on Friday, from 7.30 am to 3.00 pm. The lunch break is from 12.00 pm to 12.30 pm.

9. The working hours of the Vilniaus Kolegija’s lecturers are governed by the Vilniaus Kolegija Procedure for the Determination and Accounting of Full-Time Workloads for Lecturers, summaries of the Vilniaus Kolegija’s teaching staff posts and salaries, the Description of the Procedure for the Preparation and Evaluation of the Vilniaus Kolegija’s Teaching Staff Work Reports, and the academic activity timetables.

10. The Vilniaus Kolegija lecturers (professors, associate professors, senior lecturers, and lecturers) are required to work a 36-hour, 6-day working week with one day off on Sunday, working according to a flexible work schedule. Lecturers are required to work during fixed working hours, which are set out in the approved timetables for contact work with students and auditors (hereinafter referred to as ‘Contact Work’) (when drawing up Contact Work timetables, lecturers’ Contact Work hours are scheduled for no more than 5 working days per week), as well as to attend Vilniaus Kolegija department meetings, sessions and other activities related to the achievement of Vilniaus Kolegija’s objectives. Lecturers organise their own working hours when working flexible hours, and such flexible hours are worked at the lecturer’s discretion before and/or after fixed working hours. Flexible hours may be worked at a location of the lecturer’s choice at their own expense. When working flexible hours outside the Vilniaus Kolegija premises, lecturers must ensure the safety and health of themselves and others who could be harmed by their inappropriate behaviour or mistakes. Lecturers are not permitted to work overtime, work at night, or work on public holidays or rest days on their own initiative.

11. To ensure the quality of the organisation of the study process, staff involved in organising and supporting studies (department heads, managers, computer centre, library and other staff), as well as other staff whose employment contracts so provide, are subject to the cumulative working time accounting system. The accounting period is 1 month. When working under the cumulative working time accounting system, the rules laid down in the Labour Code and other regulations are observed.

12. Security guards’ working hours are up to 24 hours per day; the average weekly working time must not exceed 48 hours, and the rest period between shifts must be no less than 24 hours. As the nature of the work prevents breaks for rest and meals, security guards must be given the opportunity to eat during working hours. Security guards are subject to the cumulative working time accounting system and work at the times specified in their work schedules. The accounting period is 3 months. When working under the cumulative working time accounting system, the rules set out in the Labour Code and other regulations are followed.

13. The Vilniaus Kolegija staff whose working hours, due to the specific nature of their role or the nature of their work, do not coincide with the Vilniaus Kolegija’s approved working hours (cloakroom staff, security guards, cleaners and other staff), as well as part-time staff, work according to work schedules approved by the deans; hall of residence staff work according to schedules approved by the hall of residence manager; and library staff work according to schedules approved by the library manager.

14. The procedure for drawing up work schedules and completing working time records is governed by the Vilniaus Kolegija Procedure for Completing Working Time Records and Drawing Up Work Schedules.

15. The Vilniaus Kolegija Rector’s work on rest days, public holidays, night shifts and overtime is recorded, but no payment is made for such work unless the parties agree otherwise in the employment contract. Records of work on rest days, public holidays, night work and overtime for other senior staff of Vilniaus Kolegija are kept and paid for as work under the normal working hours regime, unless the parties agree otherwise in the employment contract. Other senior staff at Vilniaus Kolegija include Vice-Rectors, deans, vice-deans, heads of departments, divisions and other units, and their deputies. Other staff members holding managerial positions at Vilniaus Kolegija may be specified (identified) in other legal acts (the employment contract, job descriptions, Vilniaus Kolegija’s organisational structure, etc.).

16. On the eve of public holidays, the working day is shortened by one hour, except for employees working under a reduced working time regime.

III. PROCEDURE FOR RECRUITMENT

17. The procedure for the recruitment of employees is governed by the Labour Code, the Law on Science and Studies of the Republic of Lithuania, other normative legal acts, as well as Vilniaus Kolegija's internal regulations, i.e. including, but not limited to, the Vilniaus Kolegija's Statutes, the Vilniaus Kolegija's Procedure for the Recruitment and Termination of Employment of Staff, the Vilniaus Kolegija Procedure for the Organisation of Competitions for Lecturer Positions and the Certification of Lecturers, the Vilniaus Kolegija Description of Qualification Requirements for Lecturer Positions, and other legal acts.

IV. EMPLOYEE RIGHTS

18. Employees have the right to:
- 18.1. benefit from social guarantees and holidays;
 - 18.2. submit a request for unpaid leave and, with the employer's permission, not to attend work on agreed days without pay;
 - 18.3. receive their wages on time, on the specified dates;
 - 18.4. form trade unions and associations whose activities do not contravene the laws of the Republic of Lithuania, the Statutes and the objectives of Vilniaus Kolegija;
 - 18.5. to receive from the administration all necessary information required to properly perform the duties confirmed by the employment contract and specified in the job descriptions;
 - 18.6. to request the administration to cover the costs of professional development;
 - 18.7. to resolve any disputes arising between staff and the Vilniaus Kolegija administration through the Labour Disputes Commission or in court;
 - 18.8. respectful, constructive and ethical relations with management and colleagues;
 - 18.9. other rights established by law.

V. EMPLOYEE OBLIGATIONS

19. All the Vilniaus Kolegija employees must:
- 19.1. perform their duties responsibly and diligently. Employees must perform the duties assigned to them personally and must not delegate them to other employees without Vilniaus Kolegija's consent;
 - 19.2. carry out the tasks specified in their job descriptions, comply with the Rules, Health and Safety Instructions and other legal provisions governing employees' duties;
 - 19.3. familiarise themselves with the legislation in force at the Vilniaus Kolegija and applicable to the employee and/or comply with other applicable legislation or instructions relating to the employee's work;
 - 19.4. comply with the established working hours, rest periods and work schedule;
 - 19.5. work safely, comply with fire safety, health and safety requirements, and environmental protection rules;
 - 19.6. undergo health checks in accordance with the approved employee health check schedule. If the employer gives a specific instruction, the employee must undergo a health check even if it does not fall within the approved employee health check schedule. Health checks shall be carried out during the employee's scheduled working hours or at another time agreed in writing with the employer;
 - 19.7. be polite, disciplined and courteous, and adhere to general ethical standards;
 - 19.8. foster professional, constructive relationships and trust with colleagues and the employer; not provoke or engage in conflict situations that are not grounded in legal or moral principles; discuss and resolve any issues, doubts or conflict situations that arise with the manager or a person authorised by the manager;

19.9. comply with the procedures for the accounting and storage of material assets and documents, safeguard the material assets entrusted to them, and use them only for work-related purposes;

19.10. compensate Vilniaus Kolegija for any damage caused in the cases and in accordance with the procedures laid down by law;

19.11. protect the Vilniaus Kolegija's intellectual property and the confidential information of Vilniaus Kolegija entrusted to them, be loyal to Vilniaus Kolegija, and avoid conflicts of interest (for example, where, in the course of their duties, an employee is required to perform a certain action, but that action (activity) relates not only to their duties but also to their private interests), and to communicate and cooperate actively with the employer. Where a conflict of interest between private and Vilniaus Kolegija interests may arise in the course of performing work duties, the employee must immediately inform their line manager in writing;

19.12. not to disclose information about other employees' salaries to third parties, or other members of the team;

19.13. immediately (no later than within 3 working days) inform the Human Resources Department of any changes: of place of residence (address), telephone number, changes to the National Insurance number, marriage, birth of a child, and other legal events affecting the employee's work, duties and status. If this information is not provided in a timely manner, the employee accepts responsibility for any negative consequences arising therefrom;

19.14. to inform their line manager or another responsible employee immediately, but no later than the start of the working day, if they are unable to arrive on time or are unable to attend work at all, and to state the reason for the delay or absence from work;

19.15. where possible, notify their immediate supervisor or another responsible member of staff no later than the following day of their temporary incapacity for work, and the head of the department must inform the staff of the Payroll Group in the Human Resources Department and the Finance and Accounting Department of the employee's temporary incapacity for work;

19.16. provide information about Vilniaus Kolegija or information that may be associated with Vilniaus Kolegija to officials of state institutions or the media only after consultation with and with the permission of the Rector of Vilniaus Kolegija or his authorised representative, except where the employee is summoned to testify by a court or law enforcement officials. An employee has the right to freely express their opinion, provided that this right is not abused or the requirements of legislation are not breached;

19.17. to perform their duties properly, observe work discipline, and not repeat any actions or failures to perform duties for which the Employee has received a written warning from the Employer;

19.18. to all intellectual property (copyrighted works, patents, know-how, industrial designs, trade marks, computer programs and other results of intellectual activity) created in the course of work or in connection with work, for the entire duration of these rights, to the Employer to the maximum extent permitted by law. Not less than one third of the income received from the commercial use of the results of intellectual activity (created by the Vilniaus Kolegija's employees whilst carrying out research and/or experimental development in the course of their duties) shall be allocated to the author (co-authors), unless otherwise provided for in the employment contract or any other agreement concluded between Vilniaus Kolegija and the employee. In the case of a service invention, the employee shall be paid the royalty specified in the royalty agreement between Vilniaus Kolegija and the employee (inventor), unless the employment contract between Vilniaus Kolegija and the employee provides for the employee's duty to create inventions and the employee is therefore paid an increased salary. In the case of a design, the employee shall be paid the royalty specified in the royalty agreement between the Vilniaus Kolegija and the employee (inventor), unless the employment contract between Vilniaus Kolegija and the employee provides for the employee's duty to create designs; continuously deepen their knowledge, improve their qualifications, and monitor changes in areas related to their job functions;

19.19. when interacting with visitors, to show them attention, be polite and attentive, ascertain their objectives and requests, and assist them. In the event that an employee is not competent to resolve a visitor's issue, they must indicate who could do so.

20. Staff must adhere to the rules of conduct (ethics) and must not disseminate information that discredits the Vilniaus Kolegija's name or reputation or that is untrue. Lecturers must comply with the requirements of the Vilniaus kolegija/Higher Education Institution Code of Academic Ethics. Lecturers shall sign the Academic Staff

Integrity Declaration.

21. Other duties of staff members are set out in laws, other regulatory acts, these Rules, job descriptions, employment contracts and other internal regulations.

VI. EMPLOYEE HEALTH AND SAFETY

22. Employee health and safety refers to all preventive measures designed to safeguard employees' fitness for work, health and life at work, which are implemented and planned at all stages of the Vilniaus Kolegija's activities to ensure that employees are protected from occupational risks or that such risks are minimised as far as possible.

23. In accordance with the provisions of the Law on Occupational Safety and Health of the Republic of Lithuania, safe and healthy working conditions are provided for the Vilniaus Kolegija's employees.

24. Work safety and health training for employees is carried out in accordance with the training procedure. An employee has the right not to start work if they have not been trained in safe working practices. Should any issues arise regarding health and safety conditions at the workplace or within the work premises, the employee must contact the head of the department or another person appointed by the employer who is responsible for employee health and safety, and if no such person is available, the Rector of Vilniaus Kolegija.

25. Employees must comply with the requirements of the Vilniaus Kolegijas health and safety regulations, Rules, timetables and work schedules, and must ensure their own and other employees' health and safety.

26. Employees must undergo health checks in accordance with the established procedure:

26.1. before taking up employment to determine their state of health and fitness for the role;

26.2. periodically, in accordance with the approved employee health check schedule, to assess the impact of potential occupational risk factors, or at the employer's request, or in accordance with the procedure laid down in the legislation applicable to them.

27. Refusal to undergo a health check is considered a serious breach of employment duties.

28. An employee who has suffered an accident in the course of their duties must immediately inform their immediate supervisor or another responsible employee, who must immediately inform the persons responsible for the Vilniaus Kolegija's work and civil safety, including entities providing such services to Vilniaus Kolegija.

29. Employees must:

29.1. use work equipment and materials in accordance with their intended purpose and safety requirements, not to alter the design of work equipment without authorisation, and to maintain and not damage safety devices;

29.2. if a hazard is observed, stop work and report it to the head of the department or the health and safety representative, or to the Vilniaus Kolegija's work and civil protection engineer;

29.3. take measures, within their competence and capabilities, to eliminate causes that may lead to injuries, poisoning, accidents and other incidents; it is prohibited to take the measures in question if any actions by the employee may pose a risk to their own or others' safety, health or life.

29.4. fulfil other duties established in the Labour Code, the Law on Occupational Safety and Health and other legislation.

29.5. use only work equipment that is in good working order and complies with safety requirements; in the event of non-compliance, they must refrain from using it and immediately inform their immediate supervisor;

29.6. wear/use the personal protective equipment issued to them correctly and for its intended purpose.

PROCEDURES AND DEADLINES FOR PAYMENT OF SALARIES

30. The structure of employees' remuneration, general provisions and other rules are governed by the Description of Remuneration Conditions for the Rector, Deputy Rectors, Deans and Vice-Deans of Vilniaus Kolegija/Higher Education Institution; the Description of Remuneration Conditions for Lecturers at Vilniaus Kolegija/Higher Education Institution; the Description of the Terms and Conditions of Remuneration for Other

Employees of Vilniaus Kolegija/Higher Education Institution.

31. Salaries are paid twice a month: the first half of the month's salary is paid by the 20th, and the final salary is paid by the 5th of the following month, with the employee's salary being transferred to their personal bank account. Upon written request from the employee, remuneration may be paid once a month.

32. Holiday pay is paid no later than the last working day before the start of annual leave. Holiday pay for the portion of leave exceeding twenty working days (if working five days a week) or twenty-four working days (if working six working days per week), or four weeks (if the number of working days per week is fewer or different), shall be paid to the employee in accordance with the procedure and deadlines for the payment of salaries during the holiday period. At the employee's separate request, upon the granting of annual leave, holiday pay may be paid in accordance with the usual procedure for the payment of salaries.

33. Upon the employee's dismissal, all payments due to them and compensation for unused leave shall be paid on the last day of employment, unless otherwise provided for by law and/or by agreement between the parties.

VII. GRANTING OF HOLIDAYS AND HOLIDAY PAY

34. The procedure for granting leave, its duration and payment are governed by the Labour Code, resolutions of the Government of the Republic of Lithuania and other normative legal acts.

35. Leave is classified as annual, special, extended and additional.

36. Annual leave is time off work granted to an employee to rest and recover their working capacity, for which they are paid an annual leave pay.

37. The duration of annual leave is twenty working days (if working five days a week) or twenty-four working days (if working six days a week). If the number of working days per week is fewer or different, the employee is granted leave of not less than four weeks' duration. Employees under the age of eighteen, employees who are single parents raising a child under the age of fourteen or a disabled child under the age of eighteen, and disabled employees are granted twenty-five working days' annual leave (if working five days a week) or thirty working days of annual leave (if working six days a week); if the number of working days per week is fewer or different, the employee shall be granted five weeks' leave.

37.1. If a Vilniaus Kolegija's employee, due to the performance of additional work functions on a combined basis, becomes entitled to longer annual leave than that provided for under their primary work function, as set out in the Labour Code or other labour law provisions, the employee shall be granted the longer period of leave (i.e. the total number of days of leave shall be as to which the employee is entitled under the agreement on additional work). In such a case, holiday pay is calculated for the employee accordingly, taking into account the number of annual leave days accrued whilst performing their primary job function and the additional work. If the duration of the holiday to which the employee is entitled whilst working under the agreement on the combination of additional work is the same as or shorter than that to which they are entitled under their main job duties, the employee is entitled to the duration of annual leave to which they are entitled whilst performing their main duties (both for the main duties and for the additional work).

38. Extended leave. Lecturers and other teaching staff, the list of whom is approved by order of the Vilniaus Kolegija Rector, are granted 40 working days (if working 5 days a week) or 48 working days (if working 6 days a week), or eight weeks (if the number of working days per week is fewer or different) of extended leave.

39. Additional leave is granted for long-term uninterrupted service at a single place of work (for employees of Vilniaus Kolegija, the time spent working at higher education institutions and predecessor technikums (technical colleges) which were reorganised into Vilniaus Kolegija is counted towards the period of uninterrupted service at a single place of work). The duration, conditions and procedure for granting additional leave are regulated by the Description of the Duration, Conditions and Procedure for Granting Additional Leave, approved by a resolution of the Government of the Republic of Lithuania.

40. The following are classified as special leave:

40.1. maternity leave – the granting of this leave and other conditions are regulated by the Labour Code;

40.2. paternity leave – the granting of this leave and other conditions are governed by the Labour Code;

- 40.3. leave to care for a child – the granting of this leave is governed by the Labour Code;
- 40.4. study leave – the granting of this leave is governed by the Labour Code;
- 40.5. creative leave – the duration of creative leave, and the conditions for granting and remuneration thereof, shall be determined by agreement between the parties in accordance with applicable laws.
- 40.6. Unpaid leave at the employee's request is granted in the cases and in accordance with the procedure laid down in the Labour Code;
- 40.7. A Vilniaus Kolegija employee must submit a request for a special leave to the Human Resources Department within the time limits set out in legislation, and if no such time limit is specified, no later than three working days before the start of the requested leave.
41. Procedure for granting annual leave to the Vilniaus Kolegija staff:
- 41.1. annual leave is normally granted during the students' holiday period, in accordance with the holiday schedule approved by order of the Vilniaus Kolegija Rector;
- 41.2. at other times of the calendar year, annual leave is granted:
- 41.2.1. to pregnant employees before or after maternity leave;
- 41.2.2. to fathers during their child's mother's maternity leave, before or after paternity leave;
- 41.2.3. to employees who are studying whilst continuing to work, by coordinating annual leave with the timing of examinations, tests, the preparation of a thesis (bachelor's, master's), laboratory work and consultations;
- 41.2.4. employees caring for sick family members and people with disabilities; as well as persons suffering from chronic illnesses whose exacerbation depends on atmospheric conditions, subject to a recommendation from a healthcare institution, and persons whose request is based on a healthcare institution's assessment of their state of health;
- 41.2.5. subject to an individual agreement between the employer and the employee, provided the employee submits a reasoned request and the employer decides to grant it.
- 41.3. Taking into account the specific nature of their positions, the Rector of Vilniaus Kolegija, his/her deputies and the Deans of the faculties are granted annual leave by order, providing for the replacement of the Rector and Deans during their leave period.
- 41.4. At the beginning of the calendar year (by 1 April), the Human Resources Department submits lists of staff for the granting of annual leave (including the employee's surname, position and duration of leave) to the deans of faculties and the heads of the Vilniaus Kolegija's administrative departments and units;
- 41.5. Faculty deans and heads of the Vilniaus Kolegija's administrative departments and units, having reviewed the data received, instruct the responsible staff to prepare a draft annual leave schedule for their subordinate staff;
- 41.6. When preparing the draft annual leave schedule, the responsible staff members must take into account the preferences of the employees specified in the Labour Code, as well as the preferences of other employees and the practical feasibility of accommodating such preferences. The requests of the employees referred to in this sub-paragraph must be submitted (if they so wish) to the responsible employees by 15 April;
- 41.7. Draft annual leave schedules, signed by the deans of the faculties and the heads of the Vilniaus Kolegija's administrative departments and units, are submitted to the Human Resources Department by 30 April;
- 41.8. After reviewing the draft annual leave schedules of all faculties and the Vilniaus Kolegija's administrative departments and units, the Human Resources Department shall prepare the Vilniaus Kolegija staff's leave schedule, which shall be approved by order of the Vilniaus Kolegija Rector. The holiday schedule is approved for the period specified in the Rector's order.
42. Annual leave is granted at least once per working year. At the employee's request, the annual leave to which they are entitled may be split into parts in the leave schedule. At least one of the parts of the annual leave must not be shorter than ten working days or at least twelve working days (if working six days a week), and if the number of working days per week is fewer or different, the part of the leave must not be shorter than two weeks.
43. If an employee does not take their annual leave in the same working year, it is carried over to the following working year. The right to take all or part of the annual leave is forfeited three years after the end of the calendar year in which the right to the full duration of annual leave was acquired, except in cases where the employee was actually unable to take it.

44. The annual leave period approved in the leave schedule may only be changed (carried over) in the cases provided for in the Labour Code, upon a reasoned request and with documents proving the validity of such a request. The decision to amend the holiday schedule is made by the Rector of Vilniaus Kolegija, without contravening the requirements of legislation.

45. If an employee is unable to take annual leave for its intended purpose because they are temporarily unfit for work, are exercising their right to special leave, or are granted unpaid leave, the annual leave already granted for that period shall be postponed. If the circumstances set out in this clause arose 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 whilst the employee is on annual leave, the employee's unused annual leave shall be granted at a time agreed by the parties, but within the same working year. At the employee's request, the portion of the extended annual leave may be carried over and added to the annual leave for the following working year.

46. Cancellation of annual leave is permitted only with the employee's written consent, in which the employee must specify the period to which the unused portion of the leave is transferred (the leave is extended and added to the following year's annual leave).

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

48. Monetary compensation for unused annual leave is paid upon termination of the employment contract. The right to receive financial compensation for unused leave is forfeited three years after the end of the calendar year in which the right to the full duration of annual leave was acquired, except in cases where the employee was actually unable to take it.

VIII. EMPLOYEE INCENTIVES AND ALLOWANCES

49. The principles for the award of one-off cash payments and one-off allowances, as well as the application of other incentives and benefits, are/may be established by other local regulations of Vilniaus Kolegija. Employees are informed of these in accordance with the standard procedure applied at Vilniaus Kolegija.

IX. EMPLOYEE WORK DISCIPLINE

50. Work procedures at Vilniaus Kolegija are defined by the Rules, job descriptions and other local and regulatory legal acts.

51. The primary duty of employees is to work diligently and conscientiously, to observe work discipline and health and safety requirements, and to carry out lawful instructions from management in a timely and accurate manner.

52. A breach of employment duties is a violation of the duties established by labour law or the employment contract, caused by an employee's culpable act or omission.

53. An employee may be suspended from work or from performing certain duties for the duration of the investigation into the breach of employment duties. Upon suspension, the employee is paid their average wage, except in cases where the law permits non-payment of wages.

54. A breach of employment duties is usually formalised in an official letter, which is drawn up by the immediate supervisor of the employee who has breached their employment duties or by another person who has become aware of a possible breach of employment duties. The official letter is addressed, according to their respective competences, to the Dean of the Faculty, the Hall of Residence Manager or the Vilniaus Kolegija Rector, who must inform the employee who has breached their duties as described in the official letter received and request a written explanation from the employee, which the employee must submit within 3 working days.

55. If, within the specified time limit, the employee refuses to provide a written explanation without good cause or fails to submit an explanation, a report shall be drawn up, and in such a case a decision regarding the breach of duties may be taken without an explanation.

56. The Dean of the Faculty or the Hall of Residence Manager, having reviewed the material concerning

the breach of duties, must decide on the further course of action regarding the breach: he has the right to terminate further investigation of the breach or to submit a proposal to the Rector of Vilniaus Kolegija to decide on the breach of work duties committed by the employee.

57. If it is established that a breach of employment duties has occurred, the employee may be issued with a warning, which records the breach of work discipline, specifies what the employee has breached, and warns the employee of possible dismissal for a second such breach committed within the next twelve months. If it is established that a gross breach of employment duties has been committed, or a second such breach within the last twelve months, the employee may be dismissed at the employer's initiative on the grounds of the employee's fault. An employment contract may be terminated on the grounds of a second breach of the same nature committed by the employee within the last 12 months only if the first breach was established, the employee was given the opportunity to explain themselves, and the employer warned the employee of possible dismissal for a second such breach within one month of the date the breach came to light.

58. The decision regarding the breach of duties is taken by Order of the Rector of Vilniaus Kolegija, with which the employee is acquainted against signature. If the employer has decided to warn the employee of possible dismissal for a second such breach, this fact shall be recorded in the employee's personal file, and the order containing the warning of possible dismissal for a second such breach, bearing the employee's signature, shall be kept in their personal file.

59. If the employee, having been made aware of the content of the order, refuses to sign, the fact that the employee was made aware of the order and refused to sign is confirmed by the signatures of three employees on a copy of the order.

60. The employer must take a decision regarding the violation committed by the employee no later than one month from the discovery of the violation and no later than six months from the date on which it was committed. The latter time limit is extended to two years if the breach committed by the employee comes to light following an audit, stock-taking or operational inspection.

61. In addition to the cases specified in laws, employment contracts and other local regulations, the following are also considered breaches of employment duties:

61.1. arriving late or leaving work before the end of the working day without the permission of the immediate supervisor or a deputy (agreed in writing, including via electronic means of communication);

61.2. any negligent or deliberate conduct that may result in damage to the property of Vilniaus Kolegija, its clients, partners or other employees;

61.3. failure to comply with health and safety, fire safety and electrical safety regulations, and occupational hygiene requirements;

61.4. carelessness (where a person does not foresee that their action or inaction may have consequences, even though, given the circumstances and their personal characteristics, they could and should have foreseen them) or negligent (where they foresee negative consequences but recklessly hope that they will not occur) performance of their duties;

61.5. failure to perform, or improper (incomplete) performance of, direct duties and work tasks, or instructions (assignments) from the employer, immediate supervisor or a deputy; or performance of such duties and tasks in a substandard or untimely manner;

61.6. failure to comply with, or improper compliance with, job descriptions, instructions, standards and necessary procedures required for the proper performance of work at the relevant workplaces;

61.7. engaging in activities during working hours that are unrelated to work duties, except during lunch breaks and special breaks (as provided for by law);

61.8. disorder in the workplace where this hinders the effective or ergonomic organisation of work, damages the employer's image (e.g. in workplaces visible to the public), or breaches occupational health and safety principles;

61.9. the use of profanity in the presence of students, clients, guests, partners or staff; insulting or humiliating them; or any other disrespectful (rude) behaviour towards students, clients, guests, partners or staff;

61.10. failure to comply with these Rules or other legislation.

62. Serious breaches of work duties:

- 62.1. intentionally causing financial loss to the employer or attempting to do so;
- 62.2. failure to attend work without valid reason for a full working day (shift);
- 62.3. refusal to undergo a health check where such checks are mandatory for the employee;
- 62.4. disclosure of commercial, technological or financial data or secrets, or communicating such information to a competing higher education institution, the media (press, television or radio representatives) or third parties;
- 62.5. gender-based or sexual harassment, discriminatory behaviour, or violations of the honour and dignity of other employees or third parties during working hours or at the workplace;
- 62.6. inappropriate behaviour towards visitors or members of the public, or other actions that directly violate people's constitutional rights;
- 62.7. abuse of position to obtain unlawful income for oneself or others, or for other personal motives, as well as arbitrariness or bureaucracy as defined by the laws of the Republic of Lithuania;
- 62.8. committing an act with the hallmarks of a criminal offence during working hours or at the workplace;
- 62.9. an employee being under the influence of alcohol, drugs or toxic substances whilst at work;
- 62.10. unlawful conduct by an employee (where legislation, legal principles or rules of good conduct are breached), as a result of which Vilniaus Kolegija loses confidence in the employee;
- 62.11. the use of psychological abuse;
- 62.12. refusal to familiarise oneself in writing with and/or comply with the regulations in force at the workplace governing one's work. Refusal to sign or comply with such regulations shall not be considered a refusal where they have been adopted in breach of the procedure laid down in legislation;
- 62.13. refusal to provide information where laws, other regulatory acts or the Rules require it to be provided, or the provision of incorrect information in such cases;
- 62.14. the use of work equipment or tools for personal purposes and/or for activities unrelated to work duties, including, but not limited to, the use of a computer to download illegal files, programmes, etc.;
- 62.15. systematic breaches of work discipline, including cases where no negative consequences arise for Vilniaus Kolegija. A systematic breach of work discipline is deemed to have occurred when two or more breaches of work discipline are committed within a single year;
- 62.16. other breaches that constitute a gross violation of the employee's duties.

X. TERMINATION OF EMPLOYMENT

63. An employee wishing to terminate a permanent or fixed-term employment contract before its expiry, on the employee's own initiative and without good cause, shall inform the employer via their line manager and submit a Request, signed by the line manager, to the Human Resources Department no later than 20 calendar days prior to the date of termination.

64. An employee has the right to withdraw a request to terminate an employment contract on the employee's own initiative without good cause no later than three working days from the date of submission of the request. Thereafter, they may withdraw the request only with the employer's consent.

65. The employee's request terminates the employment contract upon expiry of the notice period, and the employer must formalise the termination of the employment contract and settle accounts with the employee no later than on the last working day.

66. The HR department shall provide the employee being dismissed with a Settlement Sheet.

67. No later than the day of dismissal, the employee must settle accounts with all the departments listed on the Settlement Form; if they are materially responsible, they must hand over any material assets to another person, return all work tools, information, and media containing confidential information, any cards, keys to the Vilniaus Kolegija premises, and all other tangible and intangible assets of Vilniaus Kolegija.

68. Upon expiry of the employment contract, a note to this effect is made in the employment contract.

69. The Human Resources Department completes the employee's personnel file:

69.1. drafts an Order on the employee's dismissal and notifies the relevant departments thereof. The Order is handed over to the employee immediately;

69.2. formalises the termination of the employment contract;

69.3. enters the dismissal in the employee's Personal Record, organises the personal file, keeps it in the Human Resources Department for one year, and then transfers it to the Vilniaus Kolegija's archive for long-term storage.

70. The Payroll Department completes a notification to the State Social Insurance Fund Board regarding the taxable salary, contributions and date of dismissal of the employee being dismissed, and sends this notification to the Vilnius branch of the State Social Insurance Fund Board no later than the next working day following the date of dismissal.

71. At the employee's request, the Human Resources Department must issue a certificate of employment within ten working days, specifying the employee's job role, the start and end dates of employment, as well as the salary received; at the employee's request, a performance appraisal (reference) must also be provided.

72. The dismissed employee must settle all accounts with Vilniaus Kolegija and in other cases specified in the Labour Code and individual agreements (including, but not limited to, reimbursement of training costs, compensation for damages, etc.).

73. Other grounds for the dismissal of employees are provided for in the Labour Code.

XI. GENERAL INTERNAL RULES

74. Noise must be avoided on the Vilniaus Kolegija's premises and grounds; a professional working atmosphere must be maintained; employees must behave respectfully towards one another, students and other persons.

75. Employees are prohibited from using words or phrases that undermine a person's honour and dignity in the workplace; they are also prohibited from possessing or disseminating information containing content that undermines a person's honour and dignity.

76. Employees are provided with keys to lecture rooms, the Vilniaus Kolegija premises and their offices for the purpose of performing their duties. It is prohibited to pass these keys on to other persons. An employee who has lost a key to a lecture theatre, premises or office must immediately inform their line manager or another responsible member of staff.

77. At the end of the working day, the employee who is the last to leave the lecture room, premises or office must switch off the lights and computer equipment, close the windows and lock the doors.

78. Employees must use the Vilniaus Kolegija's computer network resources, hardware, software and information systems properly and in accordance with the established rules and requirements.

79. The rules governing the use of the Vilniaus Kolegija's computer network resources, information systems and electronic communication tools are approved by order of the Rector.

XII. LABOUR DISPUTES

80. Labour disputes shall be resolved in accordance with the procedure laid down in the Labour Code.

XIII. INTELLECTUAL PROPERTY

81. The Vilniaus Kolegija's intellectual property comprises intellectual property created by the Vilniaus Kolegija's staff and/or students, the economic rights of which belong to Vilniaus Kolegija to the maximum extent permitted by law, provided that such intellectual property was created:

81.1. while employees are performing their official duties or functions;

81.2. while participating in projects carried out by Vilniaus Kolegija or in which Vilniaus Kolegija participates as a partner;

81.3. in fulfilling the requirements of study programmes;

81.4. by making use of the Vilniaus Kolegija's accumulated experience, funds, equipment, materials or premises.

82. The Vilniaus Kolegija's intellectual property may be registered with the Lithuanian Copyright Protection Association (LATGA-A). The rights to publish and use such property are protected by the Law on Copyright and Related Rights of the Republic of Lithuania and other relevant legislation.

83. Employees are not permitted to transfer the Vilniaus Kolegija's intellectual property to third parties without the permission of their immediate supervisor or a deputy.

XIV. IMPLEMENTATION OF THE EQUAL OPPORTUNITIES POLICY AND MONITORING OF COMPLIANCE

84. In its activities, Vilniaus Kolegija is guided by the provisions of the Constitution of the Republic of Lithuania, which enshrine the equality of persons and prohibit the restriction of human rights and the granting of privileges on the basis of gender, race, nationality, language, origin, social status, faith, beliefs or views. Any discrimination on the grounds of a person's gender, sexual orientation, race, nationality, language, origin, citizenship and social status, religion, beliefs, views, marital status, intention to have children, membership of political parties and associations, or age is prohibited at Vilniaus Kolegija.

85. In implementing its equal opportunities policy, Vilniaus Kolegija does not discriminate against employees on the grounds of gender, sexual orientation, race, nationality, language, origin, citizenship and social status, religion, beliefs, views, marital status, intention to have children, membership of political parties and associations, or age:

85.1. applies uniform selection criteria and conditions when recruiting;

85.2. provides equal working conditions, opportunities for further training, vocational training, retraining and the acquisition of practical work experience, as well as equal benefits;

85.3. uses uniform criteria for the assessment of work performance;

85.4. applies uniform criteria for dismissal;

85.5. pays equal pay for work of equal value;

85.6. takes measures to ensure that employees do not experience harassment in the workplace and that no instructions are given to discriminate;

85.7. takes measures to ensure that employees do not experience sexual harassment;

85.8. takes measures to ensure that an employee who has lodged a complaint of discrimination or is involved in proceedings concerning discrimination, their representative, or any person giving evidence or providing explanations regarding discrimination, is not subjected to victimisation and is protected from hostile behaviour or adverse consequences;

85.9. take appropriate measures to ensure that persons with disabilities are able to access employment, work, pursue a career or undertake training, including the appropriate adaptation of premises, provided that such measures do not impose a disproportionate burden on Vilniaus Kolegija.

86. In its job advertisements, Vilniaus Kolegija does not specify requirements that give preference on the basis of gender, sexual orientation, race, nationality, language, origin, citizenship and social status, religion, beliefs, views, age, marital status, membership of political parties and associations, disability, ethnicity or religion. Job advertisements do not require job seekers to provide information about their private lives or family plans.

87. An employee who has experienced discrimination on the grounds of gender, sexual orientation, race, nationality, language, origin, citizenship and social status, religion, beliefs or views, age, marital status, intention to have a child, membership of political parties and associations, disability, ethnicity or religion, shall be entitled to claim compensation for material and non-material damage in accordance with the procedure laid down by law.

88. An employer who, by any means, receives information regarding non-compliance with the equal opportunities policy shall, without delay, but no later than within 15 calendar days of becoming aware of the possible violations or receiving the employee's request, take steps to investigate such possible violations and

remedy them (if violations are found).

89. Employees who believe that their equal opportunities are being infringed have the right to submit a written request to the Rector of Vilniaus Kolegija for their situation to be investigated. Vilniaus Kolegija undertakes to investigate such requests from employees no later than 30 calendar days from the date of receipt of the request and to provide a reasoned response.

90. The Rector of Vilniaus Kolegija is responsible for the implementation of the equal opportunities policy at Vilniaus Kolegija.

XV. PROCEDURE FOR DETERMINING EMPLOYEE INTOXICATION (DRUNKENNESS) OR IMPAIRMENT

91. The consumption of alcohol, narcotic or toxic substances is prohibited at Vilniaus Kolegija.

92. The Vilniaus Kolegija staff are permitted to work when the concentration of alcohol in the blood and other bodily fluids, as well as in exhaled air, is 0.00 per mille.

93. Any means available to Vilniaus Kolegija at the time may be used to determine intoxication (drunkenness) or impairment, including, but not limited to, breathalysers, video and audio recording devices, witness statements, etc.

94. If intoxication or impairment is established by technical means or if any of the following signs are present – the smell of alcohol on the breath, inappropriate behaviour, slurred speech, uncoordinated movements – such an employee shall be immediately suspended from work, their wages shall not be paid, and other measures shall be taken in accordance with the requirements of the law.

95. The procedure for determining the intoxication (drunkenness) or impairment of drivers and other persons may be approved by a separate order of the Head of Vilniaus Kolegija and/or in accordance with the provisions of legislation.

96. An employee who disagrees with the results of the examination or tests (for intoxication or impairment) may, within one hour at the latest, contact a healthcare institution to request a medical examination at their own expense. Failure to do so shall be deemed to constitute the employee's acceptance of the results of the intoxication (drunkenness) or impairment test.

97. Staff members who notice a colleague who is intoxicated (or under the influence) must report this to their immediate supervisor or the Vilniaus Kolegija administration and take all necessary measures to prevent an accident.

XVI. ACCIDENTS AND EMPLOYEE OBLIGATIONS

98. In the event of an accident, it is essential to immediately notify the Vilniaus Kolegija Rector or their authorised representative, to contact the nearest medical facility, and, if necessary, call an ambulance and, until the investigation begins, preserve the scene of the incident as it was at the time of the accident, provided this does not endanger the lives of other employees.

99. If an accident occurs on the way to or from work, you must immediately, either yourself or through others, notify the Head of Vilniaus Kolegija or his authorised representative of the accident and its circumstances.

100. In the event of an accident, leave the danger zone and immediately inform the Head of the Vilniaus Kolegija or his authorised representative.

101. In the event of a threat of robbery, make every effort to ensure the safety of people at Vilniaus Kolegija, if at all possible.

102. If a fire is spotted, you must call 112 for help.

103. Employees must:

103.1. protect and not endanger the health of other employees, work safely, and be aware of and comply with the requirements of occupational safety regulations; actively contribute to the creation and maintenance of a safe and healthy working environment; take the necessary precautions to protect themselves, their colleagues,

visitors, clients and other people on the Vilniaus Kolegija premises/workplace;

103.2. comply with the operating rules for technical equipment, machinery and mechanisms, as well as health and safety instructions; do not work with tools that are in poor technical condition, and report any faults immediately to your line manager or their deputy;

103.3. use all personal protective equipment and gear for their intended purpose when required by the relevant rules, instructions or the need for safe working, as provided by the Vilniaus kolegija/HEI (work clothing, footwear, earplugs and other personal or collective protective equipment);

103.4. take measures, within the limits of their capabilities and competence, to eliminate causes that may lead to injuries or accidents, and immediately inform their line manager or their deputy thereof;

103.5. immediately inform their line manager or their deputy of any injuries sustained at work, work-related health problems, incidents, accidents, or unsafe work or conditions. This includes all actions/situations/events that have caused or could have caused injuries, accidents, fire, or which could have resulted in or have resulted in damage to property or equipment. Where possible and safe, and where permitted by work instructions, the employee must take measures to eliminate or reduce the risk/damage;

103.6. undergo health checks in accordance with established procedures;

103.7. comply with other lawful instructions from the Employer, its authorised representatives and officials responsible for occupational safety;

103.8. provide Vilniaus Kolegija with all information that would enable it to implement new safety measures to prevent incidents or accidents;

103.9. if an employee is taking medication with side effects (e.g. drowsiness, slowed reaction times, etc.), they must inform their line manager of the medication being taken, the side effects and the duration of use;

103.10. notify their immediate supervisor of any contagious/infectious diseases that have arisen in the employee's family or immediate circle, such as tuberculosis, chickenpox or measles;

104. Employees are prohibited from bringing unauthorised persons into the Vilniaus Kolegija premises/workplace designated for staff use without the permission of the Vilniaus Kolegija Rector or his authorised representative;

105. Employees are prohibited from bringing or possessing sharp objects (except those necessary for the performance of their duties), weapons, firearms, alcoholic beverages or other intoxicating substances on the Vilniaus Kolegija premises/workplace; to use them at the workplace or to be under the influence on the Vilniaus Kolegija premises during and/or after working hours.

XVII. PREVENTION OF PSYCHOLOGICAL HARASSMENT AT WORK

106. Psychological violence is defined as unacceptable behaviour by one or more persons, which may take various forms; two main forms of psychological violence are distinguished:

106.1. harassment (where an individual is repeatedly and deliberately exploited, threatened and/or humiliated in work-related circumstances);

106.2. violence (where one or more employees or managers are attacked in a work-related context).

107. Harassment and violence may take the form of:

107.1. physical, psychological and/or sexual exploitation;

107.2. unethical behaviour (occasional or systematic);

107.3. disrespectful behaviour towards others.

108. The main and most common consequence of psychological violence at work for an employee or manager is the stress experienced – the employee's reaction to unfavourable working conditions, work demands, work organisation, work content, psychosocial factors relating to relationships between employees and/or relationships with the employer and/or third parties.

109. Reports of psychological/physical violence or inappropriate behaviour shall be made in accordance with the following procedure:

109.1. The employee shall inform their line manager and/or the HR manager in writing of any inappropriate behaviour experienced towards them. Upon receiving this information, the line manager must

immediately forward it to the HR manager.

109.2. The HR Manager is the designated person responsible for addressing violent behaviour and must be informed immediately (verbally, in writing: by email, using MS365 tools) in the event of incidents of violence or inappropriate behaviour at work. Upon receiving the information, the HR Manager shall immediately inform the Vilniaus Kolegija Rector in writing.

110. The Vilniaus Kolegija Rector or another person authorised by him, upon receiving information about inappropriate behaviour, shall assess it, request a written explanation from the employee regarding the inappropriate behaviour, assess all the circumstances surrounding the situation of inappropriate behaviour (employee statements, email correspondence, etc.), and shall take any other necessary action.

111. By decision of the Vilniaus Kolegija Rector or another authorised representative, a commission may be formed to investigate the misconduct. The Commission is formed only for the duration of the investigation.

111.1. The Commission shall consist of three members of the administration, a representative of the Vilniaus Kolegija's Academic Ethics Committee, a representative of the trade union and a representative of the work council (if one of these employee representative bodies does not exist at Vilniaus Kolegija, a member of the next available employee representative body shall be appointed in its place. If neither of these staff representative bodies exist at Vilniaus Kolegija, two Vilniaus Kolegija's staff members who are not involved in the situation under consideration shall be appointed). The direct supervisor of the staff member in respect of whose case the Commission is being formed, or a subordinate of that staff member, or a member of the Work Council or the trade union, may not be appointed as the administration representative.

111.2. The Commission shall organise its work through meetings (both in-person and remote). At its first meeting, the Commission shall elect its chairperson. Minutes of the Commission's meetings shall be taken by the elected secretary of the meeting. The minutes of the meetings shall be submitted to the Rector of Vilniaus Kolegija within 2 working days.

111.3. A quorum necessary for the Commission to take decisions and for the meeting to be deemed to have taken place is deemed to have been achieved if more than two-thirds of all Commission members are present.

111.4. The Commission shall have the right to obtain from the Employer information relating to the situation under consideration, to collect statements from the relevant employees (in which case it is mandatory to specify the basis on which the information is being collected, whilst maintaining the confidentiality of individuals to a reasonable extent), and to take other necessary actions.

111.5. The members of the Commission must ensure the confidentiality of the information received and learned during the investigation.

111.6. No later than 30 calendar days from the date of the Commission's formation (unless the Rector of Vilniaus Kolegija or another person authorised by him grants the Commission Chair's reasoned request to extend this deadline), the Commission shall submit written conclusions to the Rector of Vilniaus Kolegija or another person authorised by him as to whether the person's conduct in the situation was inappropriate. The Commission may also make recommendations regarding the Employer's further actions in respect of the person who committed the inappropriate acts. The Commission's conclusion must be approved by more than two-thirds of all Commission members. If the Commission fails to submit its conclusion within the specified time limit (e.g. because the required number of members did not vote in favour of it or for other reasons), the Chair of the Commission shall inform the Rector of Vilniaus Kolegija in writing no later than 1 day after the expiry of the deadline for submitting the conclusion.

111.7. No later than the last day of the deadline for the committee to submit its conclusions, the members of the Commission must hand over to the Rector of Vilniaus Kolegija or another person authorised by him all information (documents, copies thereof, correspondence, other information recorded on various media, etc.) received and/or discovered during the investigation.

111.8. The conclusions and recommendations submitted by the Commission are of an advisory nature and are therefore not binding on the Employer. The Rector of Vilniaus Kolegija or another person authorised by him may take decisions even in the absence of the Commission's conclusions, if these are not submitted within the period specified in the Rules.

112. Taking into account the information gathered and the conclusions, the Employer may impose the liability provided for in Chapter X of the Rules on the employee who has committed psychological abuse.

113. The employee shall inform the Council of Vilniaus Kolegija in writing of the misconduct suffered against them, if the misconduct was committed by the Rector of Vilniaus Kolegija. The provisions of this chapter of the Rules shall apply *mutatis mutandis* to the Vilniaus Kolegija Council's examination of information regarding inappropriate behaviour, the formation of a commission to investigate the situation of inappropriate behaviour, and the taking of decisions.

The provisions of this section of the Rules shall remain in force until the date on which *the Vilniaus Kolegija/Higher Education Institution Policy on the Prevention of Violence and Harassment* comes into force.

XVIII. REMOTE WORK

114. Remote working – the regular performance of an employee's work duties or part thereof for all or part of their working hours at a location other than the workplace, in accordance with the procedure, terms and conditions agreed with the Employer, including through the use of information technology. The term 'remote working' also covers a hybrid working arrangement (where some duties and working hours are performed at the workplace and others at a remote work location).

115. Only those Employees whose nature and specifics of work allow them to perform their assigned duties in this form of work organisation may exercise the right to work remotely.

116. Remote working is granted at the Employee's request (Appendix No. 1) or by separate agreement between the parties.

117. An Employee wishing to work remotely shall submit a Request (Appendix No. 1) to their line manager no later than 7 (seven) working days in advance (unless a different deadline has been agreed with the line manager) to be permitted to work remotely.

118. An employee's request to work remotely may be submitted for a specific day, a specific period, or specific days of the week. In any case, a request to work remotely may not be submitted for a period exceeding 12 (twelve) calendar months. In the case of remote work in another country, a request to work remotely may not be submitted for a period exceeding 183 days per year.

119. In the application for remote work, the Employee must, among other things, specify:

119.1. the location of the remote work (the exact address where the work will be carried out);

119.2. the start and end dates of the remote work;

119.3. a telephone number at which the Employee can be contacted whilst working remotely and to which calls received on the work telephone will be forwarded.

120. If an Employee working remotely wishes to change the remote working conditions specified in sub-clauses 119.1–119.3 (in whole or in part), they shall inform their line manager in writing, specifying the remote working conditions they wish to change. Upon receiving the notification, the line manager shall review it, request the Employee to clarify the information provided in the notification if necessary, and, where appropriate, discuss with the Employee the aspects relating to remote work and, no later than within 5 (five) working days of receiving the notification referred to in this clause, inform the Employee in writing whether they agree to the Employee working under the amended remote working conditions.

121. The Employee's line manager and/or the Rector of Vilniaus Kolegija may refuse to approve the Employee's request to work remotely if one or more of the following circumstances apply:

121.1. the day or days, or period, on which the Employee wishes to work remotely, when meetings, consultations, discussions or other events requiring the Employee's direct participation are already scheduled. In such a case, the Employee has the right to request permission to work remotely on another day or during another period when no meetings, consultations, gatherings, discussions or other events are scheduled that require the Employee's attendance;

121.2. on the day or days, or during the period, when the Employee wishes to work remotely, the Employee must deputise for another Employee at, and it is not possible to perform the deputising duties remotely;

121.3. remote working would not ensure the proper performance of duties;

121.4. remote working has a negative impact on the quality of the Employee's work;

- 121.5. the Employee's probationary period has not yet ended;
- 121.6. there is no agreement on the provision of the tools and equipment required for the work;
- 121.7. the Employee has committed a breach of their duties in the last 12 months relating to the organisation of remote working;
- 121.8. the Employee is abusing the opportunity to work remotely;
- 121.9. in the event of other circumstances deemed important by the Employer.
122. Permission granted to the Employee to work remotely may be revoked if:
 - 122.1. the Employee performs their duties ineffectively or to a substandard standard;
 - 122.2. the Employee submits a request (Appendix No. 2) to revoke the permission to work remotely;
 - 122.3. the Employee fails to ensure safe working conditions or uses inappropriate work equipment;
 - 122.4. the employee fails to ensure the security of data and information;
 - 122.5. the employee abuses the opportunity to work remotely;
 - 122.6. circumstances change or the reasons for which the Employee was permitted to work remotely cease to exist;
 - 122.7. in the event of other circumstances deemed important by the Employer.
123. If the duties set out in the Employee's job description change or the Employee is transferred to other duties, permission to work remotely must be obtained anew in the manner set out in the Rules.
124. For an Employee working remotely, the line manager may assign tasks via the document management system, in electronic form by sending them to the remote Employee's work email inbox, verbally, by telephone, MS Teams or another remote video conferencing platform. Tasks may also be agreed in advance and provided to the Employee before the start of remote work.
125. At the request of their line manager, the Employee must report on the work performed by submitting a free-form report to their line manager or by other means specified by the employer.
126. If, whilst working remotely, the employee incurs additional expenses related to their work, the purchase, installation and use of work equipment, these must be reimbursed. The amount of compensation and the terms of payment shall be determined by agreement between the parties to the employment contract before the start of remote work. The amount of compensation shall be linked to the actual expenses incurred by the employee. Expenses incurred by the employee during the previous period of remote work shall be reimbursed on the basis of supporting documents and only in cases where an agreement has been concluded in advance. The working hours of an employee working remotely shall coincide with the working hours set out in the Rules or, if the Employee works at other specified working hours, the working hours shall coincide with the other specified times.
127. The Employee shall not abuse their rights, i.e. including, but not limited to, the right to work fewer or more hours than the established working hours without the Employer's instruction or consent. If the Employee, of their own accord, i.e. without the Employer's explicit consent or instruction, works for longer than the established working hours, this shall not be considered overtime and shall not be remunerated. The Employee must ensure that, without a specific instruction from the Employer, no overtime is worked, nor is work carried out at night, on rest days or public holidays, or during other periods for which the Employee would be entitled to additional payments or paid additional rest.
128. In the case of remote working, the employee is also responsible for keeping a record of their working hours.
129. A report of hours worked shall be submitted to the immediate supervisor on the last working day of the month or the first working day of the following month, or by other deadlines specified by the Employer, if the supervisor so requests. The manager checks this report and immediately forwards it to the employee responsible for completing the working time records.
130. The employee is obliged, where necessary, to arrive at the Vilnius Kolegija's premises or another specified location no later than within 1 (one) day (unless the line manager specifies a different arrival time) to report to the Vilnius Kolegija premises or another designated location to perform the duties assigned to the employee, except in cases where work is carried out in another city or country (in which case, arrival is arranged individually).
131. An Employee working remotely must comply with all legislation applicable to work at Vilnius

Kolegija, perform their work on time, properly and to a high standard, and not infringe upon the Employer's interests.

132. The Employee must ensure that their chosen remote work location complies with the requirements of legislation governing employee health and safety and other relevant legislation, and must adhere to these requirements. If the Employee has any doubts regarding the compliance of the remote workplace with the established requirements, the Employee must contact the persons responsible for employee health and safety.

133. The Employee must ensure the safety and health of themselves and others who may be harmed by the Employee's improper conduct or errors, as well as the proper use and protection of equipment and work tools.

134. The Employee must not commence work and/or must immediately cease work if the requirements set out in clause 133 have not been met or have been met inadequately, and must immediately inform the Employer thereof.

135. If it is not possible to ensure a safe workplace, measures or equipment remotely, the Employee must work from the workplace.

136. The Employee undertakes to comply with remote working safety requirements whilst performing their duties, and also confirms that if an injury is sustained outside working hours or in circumstances unrelated to the performance of their duties, the incident shall not be considered an accident at work.

137. The Employee must immediately notify the Employer of any accident, risk of an accident, or health problem.

138. The Employer may provide the Employee with the following work equipment for the performance of work duties remotely:

138.1. The necessary computer equipment;

138.2. The necessary stationery: paper, pens, etc.

138.3. The exact list of tools provided to the Employee is agreed with each employee individually.

139. The employee is responsible for maintaining the work equipment provided to them, taking into account normal wear and tear.

140. The employee must have internet access, a telephone and computer equipment at their remote workplace and be reachable via these means. When performing work duties remotely, the Employee must use a continuous, reliable internet and telephone connection to avoid additional disruptions to work organisation, so that the Employee can properly perform all work duties whilst working remotely. If an Employee misses a call, they must return the call immediately, but no later than within 1 (one) hour (except when giving lectures or attending other meetings with students, meetings, etc.), reply to emails in a timely manner, and join remote meetings organised via MS Teams or other remote video conferencing platforms.

141. The employee shall ensure that the security of the internet connection used meets the level of protection required for information transmitted via communication channels, in order to ensure the protection of the Employer's confidential information and to safeguard it against any potential unauthorised use of the Employer's data. The employee shall ensure the proper implementation of the GDPR requirements and the proper fulfilment of confidentiality obligations.

142. The Employee is responsible for the protection of the Employer's information used in the performance of their duties. The Employee has a duty to ensure that third parties do not have access to the login details or other confidential information provided by the Employer to the Employee.

143. When working remotely, the Employee must comply with the necessary electronic information security requirements.

144. The Employee undertakes:

144.1. conduct work-related correspondence exclusively via work email;

144.2. protect login details for internal and external networks created and used to perform work functions;

144.3. use the login credentials on devices provided by the Employer or on their own devices in accordance with the procedures established by the Employer;

144.4. not to use the login credentials for purposes unrelated to the employment relationship;

144.5. immediately report to your line manager any attempted breaches of devices intended for remote working, loss of login details or information, or damage to or loss of remote working equipment;

- 144.6. not to install software on remote working devices without authorisation;
- 144.7. take other necessary measures to ensure the security of equipment provided by the Employer;
- 144.8. check their document management system account (if they have been granted access to it whilst working remotely) regularly, but at least once an hour (except when giving lectures or holding other meetings with students, meetings, etc.), check their document management system account (if they have been granted access to it whilst working remotely) and their work email inbox.

145. The Employer undertakes to provide conditions for Employees working remotely to communicate and collaborate with other Employees working at the workplace and with Employee representatives, and to receive information from the Employer, without, however, placing an unnecessary burden on the Employer or requiring the Employer to allocate additional resources.

146. The Employee must immediately inform their line manager and/or the persons responsible for resolving the relevant issues of any problems or obstacles arising in the performance of their duties whilst working remotely, and if the latter is not available or cannot be contacted – another member of the Employer’s administrative staff known to the Employee.

147. Remote working does not give rise to restrictions on the calculation of length of service, promotion to higher positions or professional development, nor does it restrict or limit the employee’s other employment rights.

148. The Employer shall have the right to determine, at its discretion and in accordance with the procedure laid down by law, any other conditions and procedures for remote work not provided for in these Rules or in the agreement between the parties.

XIX. FINAL PROVISIONS

149. These Rules shall enter into force on 15 October 2022.

150. Amendments to the Rules may be initiated by the Vilniaus Kolegija Council, the Vilniaus Kolegija Academic Council, the Rector, and employee representatives, where provided for by law.

151. Amendments and additions to the Rules shall be approved by the Vilniaus Kolegija Council.

(first name and surname)

(job title)

Rector of Vilniaus Kolegija/Higher Education Institution

**REQUEST
TO WORK REMOTELY**

(date)

Vilnius

I request permission to work remotely **from** _____ **to** _____ (total _____).

By submitting this request:

1. I confirm that I am familiar with the remote working procedures in force at Vilniaus Kolegija, as set out in the Rules of Procedure, and undertake to comply with them in full;
2. I will comply with all health and safety requirements laid down in the Health and Safety at Work Act and other legislation; I am familiar with the health and safety and fire safety instructions, and my workplace and equipment will meet these requirements;
3. I will not be under the influence of alcohol or narcotic (toxic) substances whilst at work, nor will I use prohibited substances;
4. I will not work at night, on public holidays or rest days, or work overtime without giving prior notice and obtaining the expressed consent of my immediate supervisor;
5. I am familiar with the compensation rules (Clause 126 of the Work Regulations) regarding the use or wear and tear of personal work equipment (mobile phone, computer) and utility

services. The exact list of equipment provided to the employee is agreed with each employee individually;

6. I confirm that whilst working remotely, I will use only the data provided to me by the Employer, thereby protecting personal data and other confidential information of the Employer, and I will work only with technically sound work equipment;
7. I will protect all information provided (received) during remote work from loss or disclosure, and I will use the tools (equipment) issued to me by the Employer in accordance with all requirements and instructions;
8. I will ensure the secure transmission (provision) and receipt of electronic information and will comply with the necessary electronic information security requirements;
9. I undertake to ensure the safety and health of myself and others who may be harmed by my improper conduct or mistakes, as well as the proper use and protection of equipment and work tools;
10. My remote workplace will be at _____;
11. I undertake to ensure that I will be reachable by mobile phone whilst working remotely:
+370 _____
12. Should there be any changes to my remote work location, mobile phone number or other personal details, I will inform my line manager immediately.

(Employee's first name and surname, signature)

(first name and surname)

(job title)

Director of Vilniaus kolegija/Higher Education Institution

Director

REQUEST

REGARDING THE WITHDRAWAL OF PERMISSION TO WORK REMOTELY

(date)

Vilnius

I request that the authorisation to work remotely be revoked with effect from

(date)

(Employee's first name and surname, signature)