

ROMANIA
MINISTRY OF NATIONAL EDUCATION
“VASILE GOLDIȘ” WESTERN UNIVERSITY of ARAD

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INTERNAL REGULATION
OF THE "VASILE GOLDIȘ" WESTERN UNIVERSITY OF ARAD

In order to establish at the University level the rules concerning protection, hygiene and safety at work, the rights and obligations of the employer and of the employees, the procedure for the solution of individual requests or complaints of the employees, the concrete rules concerning work discipline in the University, the disciplinary offences and the applicable sanctions and the modalities of application of the specific legal or contractual provisions;

In compliance with the principle of non-discrimination and the elimination of any form of violation of dignity, pursuant to the provisions of articles 241-246 of Law no. 53/2003, Labour Code, with subsequent amendments, Law no. 240/2002 on the establishment of the "Vasile Goldiș" Western University of Arad, National Education Law no. 1/2011, Law no. 202/2002 on equal opportunities between women and men with subsequent amendments and additions; of O. G. no. 137/2000 on the prevention and sanctioning of all forms of discrimination, with subsequent amendments and additions; of Law no. 319/2006 on safety and health at work, of H.G. no. 1091/2006 on the minimum safety and health requirements for the workplace of the applicable individual employment contracts, as well as with the rules and regulations of labour protection in force, and in application of the University Charter,

The Senate of "Vasile Goldiș" Western University of Arad approves the present regulation.

Chapter I.

Art. 1. In the whole text of this Regulation, the following terms have the following meanings:

Positive actions - those special actions that are temporarily undertaken in order to accelerate the de facto achievement of equal opportunities between women and men and that are not considered discriminatory actions;

Supervisory authority - means an independent public authority established by a Member State under Article 51 GDPR;

IMC - means the individual employment contract concluded between the University and an employee;

Compulsory postnatal leave - is the 42 days leave that the mother employee is obliged to take after the birth, within the pregnancy and maternity leave with a total duration of 126 days, which the employee is entitled to under the law;

Maternity risk leave - is the leave that the employees referred to in lit. c) - e) for the protection of their health and safety and/or their fetus or child;

Senior hierarchical manager - designates the person who occupies the position immediately superior to a given post in the University's organizational chart and who ensures the coordination and supervision of its activity;

University Management means - President, Rector, Vice-Chancellors, Deans, Deans, Deans, Department Directors, Economic Director, Administrative Twin Director; any other persons with management functions that the President, Rector of the University has mandated for this purpose;

Consent - of the data subject means any freely given, specific, informed and unambiguous expression of will by the data subject by which he or she consents, by a statement or by an unambiguous action, to the processing of personal data concerning him or her;

Personal data - any information relating to an identified or identifiable natural person ("data subject"); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier, such as a name, an identification number, location data, an online identifier, or to one or more factors specific to his or her physical, physiological, genetic, mental, economic, cultural or social identity;

Recipient - means the natural or legal person, public authority, agency or other body to whom personal data are disclosed, whether or not it is a third party. However, public authorities to whom personal data may be disclosed in the framework of a particular inquiry in accordance with Union or national law are not considered as recipients; the processing of such data by those public authorities shall comply with the applicable data protection rules in accordance with the purposes of the processing;

DPIA - Data Protection Impact Assessment;

DPO - Data Protection Officer;

Direct discrimination - the situation where one person is treated less favourably, on grounds of sex, than another person is, has been or would be treated in a comparable situation;

Indirect discrimination - where an apparently neutral provision, criterion or practice would put persons of one sex at a particular disadvantage compared with persons of the opposite sex, unless that provision, criterion or practice is objectively justified by a legitimate aim and the means of achieving that aim are appropriate and necessary;

Discrimination based on sex - direct and indirect discrimination, harassment and sexual harassment of one person by another person in the workplace or other place of work; any unwanted conduct, defined as harassment or sexual harassment, having as its purpose or effect, constitutes discrimination based on sex:

- a) To create an atmosphere of intimidation, hostility or discouragement for the person concerned in the workplace;
- b) To adversely affect the employee's position in terms of promotion, remuneration or income of any other kind or access to training and further training, in the event of refusal to accept unwanted conduct related to sexual life.

Multiple discrimination - any act of discrimination based on two or more grounds of discrimination.

Prenatal consultation leave - is a number of hours off paid to the employee by the employer during normal working hours for prenatal consultations and examinations on the basis of the recommendation of the family doctor or specialist doctor;

Evaluation of employees - the process of assessing their professional development.

Gender - the set of roles, behaviours, traits and activities that society considers appropriate for women and men respectively.

Harassment - a situation in which unwanted behaviour, related to a person's gender, occurs with the purpose or effect of violating the dignity of the person concerned and creating an intimidating, hostile, degrading, humiliating or offensive environment;

Sexual harassment - a situation in which unwanted conduct of a sexual nature, expressed physically, verbally or non-verbally, has the purpose or effect of violating the dignity of a person and, in particular, of creating an intimidating, hostile, degrading, humiliating or offensive environment;

Psychological harassment - means any inappropriate behaviour that takes place over a period of time, is repetitive or systematic and involves physical behaviour, oral or written language, gestures or other intentional acts and that could affect the personality, dignity or physical or psychological integrity of a person;

Breach of security of personal data - means a breach of security that results in the accidental or unlawful destruction, loss, alteration or unauthorised disclosure of, or unauthorised access to, personal data transmitted, stored or otherwise processed;

Workplace - is the area delimited in space, according to the specific nature of the work, equipped with the means and materials necessary for the work, in order to carry out an operation, work or for the performance of an activity by one or more workers, with their training and skills, under appropriate technical, organizational and labour protection conditions, from which an income is obtained on the basis of a work or service relationship with an employer;

Work of equal value - paid activity which, when compared, on the basis of the same units of measurement, with another activity, reflects the use of similar or equal professional knowledge and skills and the expenditure of an equal or similar amount of intellectual and/or physical effort;

Controller . means the natural or legal person, public authority, agency or other body which alone or jointly with others determines the purposes and means of the processing of personal data; where the purposes and means of processing are determined by Union or national law, the controller or the specific criteria for its designation may be laid down in Union or national law;

Third party - means a natural or legal person, public authority, agency or body other than the data subject, the controller, the processor and persons who, under the direct authority of the controller or the processor, are authorised to process personal data;

Controller's authorised person - means the natural or legal person, public authority, agency or other body that processes personal data on behalf of the controller;

Staff - Management Staff and Executive Staff together;

Internal policies and procedures - means any operation or set of operations performed on personal data or on sets of personal data with or without the use of automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, aggregation, consultation, use, disclosure or transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;

Maternity protection - is the protection of the health and/or safety of pregnant and/or breastfeeding employees in their workplaces;

Binding Corporate Rules - means the personal data protection policies that must be complied with by a controller or a processor established in the territory of a Member State in relation to transfers or sets of transfers of personal data to a controller or a processor in one or more third countries within a group of undertakings engaged in a joint economic activity;

GDPR Regulation - Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation);

Representative - means a natural or legal person established in the Union, designated in writing by the controller or the person authorised by the controller pursuant to Article 27 of the GDPR, who represents the controller or the person authorised by the controller in relation to their respective obligations under the GDPR;

Relatives - means, but is not limited to: children, parents, grandparents, siblings/siblings-in-law, uncles/mothers-in-law, first cousins, grandchildren, spouse, adopted children, mother/step-mother/sister/step-brother, and relatives by marriage (i.e. parents, grandparents, siblings/siblings-in-law, uncles/mothers-in-law, first cousins, grandchildren, adopted children, mother/step-mother/sister/step-brother);

Employee - means any person who enters into an employment relationship with the Company, irrespective of their function or position;

Pregnant employee - is the woman who notifies her employer in writing of her physiological state of pregnancy and encloses a medical document issued by her family doctor or specialist doctor attesting to this state;

Employee who has recently given birth - is the woman who has resumed her activity after her maternity leave, and asks the employer in writing for the protection measures provided by law, enclosing a medical document issued by the family doctor, but not later than 6 months from the date of giving birth;

The breastfeeding employee - is the woman who, when she resumes work after taking a leave of absence, breastfeeds her child and notifies the employer in writing about the beginning and the presumed end of the breastfeeding period, attaching medical documents in this regard;

Sex - the set of physiological and biological traits that define women and men;

Direct supervisor - means the person who occupies the position immediately above a certain function in the organizational structure of the University and who ensures its coordination and supervision, as recorded in the organizational structure of the University and/or the job description;

Information Systems - means everything related to Internet, Intranet, e-mail, locally installed applications on computers, information storage systems, data networks, as well as University business systems;

The Western University "Vasile Goldiș" of Arad, is established by Law no. 240/2002, with headquarters in Arad, 94 Revolutiei Boulevard, with tax registration code 143054080, hereinafter referred to as the University.

Telework - is a form of work organization by which the employee, on a regular and voluntary basis, performs the specific duties of the function, occupation or job he/she holds, in a place other than the workplace organized by the employer, at least one day a month, using information and communication technology.

Tele-employee - is any employee who works at a place other than the place of work organized by the employer, at least one day a month, using information and communication technology.

CHAPTER II. GENERAL PROVISIONS

Art. 2. (1) The "Vasile Goldis" Western University of Arad is, according to the law, a non-profit higher education institution, a legal person of private law and public utility, part of the national education system, autonomous, both academically and economically-financially, with private property as its foundation, guaranteed by the Constitution.

(2) According to the National Education Law no. 1/2011, the structures, attributions, duration of mandates, as well as other considerations related to their status are established by the University Charter, endorsed by the founders and approved by the University Senate in compliance with the legal provisions in force.

Art. 3. The financing of the current and patrimonial expenses of the UVVG shall be provided entirely from the amounts deposited by the founders, tuition and other fees, sponsorships, donations, grants and funding granted on a competitive basis, exploitation of the results of research, development, innovation and other legally constituted sources.

Art. 4. (1) According to Article 242 of the Labour Code, the Internal Regulations include the following categories of provisions:

- a) Rules on protection, hygiene and safety at work within the establishment;
- b) Rules concerning the respect of the principle of non-discrimination and the elimination of any form of violation of dignity;
- c) Rights and obligations of the employer and employees;
- d) Procedure for resolving individual requests or complaints from employees;
- e) Specific rules on work discipline in the establishment;
- f) Disciplinary offences and applicable sanctions;
- g) Rules on disciplinary procedure;
- h) The application of other specific legal or contractual provisions;
- i) Criteria and procedures for professional evaluation of employees.

(2) This Internal Regulation specifies the rules on protection, hygiene and safety at work, the rights and obligations of the employer and the employees, the procedure for solving individual requests or complaints of the employees, the rules on work discipline in the unit, disciplinary offences and applicable sanctions and the modalities of application of specific legal or contractual provisions.

(3) The provisions of this Regulation shall apply to all employees of the University, regardless of the duration of their individual employment contract, the duties they perform

and the position they hold, as well as to those who work in the University on delegation or secondment.

(4) Seconded employees are obliged to respect, in addition to the work discipline of the unit that seconded them, the rules of discipline specific to the place of work where they work during their secondment.

Art. 5. (1) Labour relations are based on the principle of consensus and good faith.

(2) The rights and obligations concerning the labour relations between the employer and the employee shall be established according to law, by negotiation, within the framework of individual labour contracts.

(3) Employees may not waive the rights granted to them by law.

(4) Any transaction aimed at waiving or restricting the rights granted by law to employees shall be null and void.

(5) For the proper conduct of the employment relationship, the employer and the employees shall inform and consult each other, in accordance with the law and individual employment contracts.

Art. 6. (1) Knowledge and observance of the Internal Regulations is mandatory for all categories of personnel within the University.

(2) The internal regulations are posted at the Human Resources Department of the University and on the website www.uvvg.ro.

(3) The heads of the departments/directorates/functional departments of the University shall inform each employee, under signature, of the contents of these Internal Regulations and shall make copies of the Internal Regulations available to them on request for documentation and consultation.

(4) Any interested employee may refer the provisions of the Internal Regulations to the employer, insofar as he/she can prove that his/her right has been violated.

(5) The legality of the provisions contained in the internal regulations shall be subject to review by the courts, which may be seized within 30 days from the date of communication by the employer of the manner of settlement of the complaint made pursuant to paragraph 1. (4).

(6) The internal regulation shall be effective for the employees from the moment of the proven acknowledgement, either by signing the employment contract at the time of employment or on the University website.

(7) The provisions of these regulations are supplemented by the provisions of the Labour Code, the National Education Law no. 1/2011, with subsequent amendments and additions, the University Charter, the Code of Ethics and the Code of Scientific Research of the "Vasile Goldiș" Western University, according to the specific activity in this field of activity.

CHAPTER III. CONCLUSION, EXECUTION, MODIFICATION, SUSPENSION AND TERMINATION OF THE INDIVIDUAL EMPLOYMENT CONTRACT

Art. 7. The employment of the University's staff is made in accordance with the provisions of the Law no. 53/2003 - Code of Labour, of the National Education Law no. 1/2011, with subsequent amendments and completions as well as of the relevant normative acts in force.

Art. 8. (1) On the basis of the consent of the parties, individual employment contracts shall be concluded, in written form, which shall contain clauses on:

- a) The identity of the parties;
- b) The place of work or, in the absence of a fixed place of work, the possibility for the employee to work in different places;
- c) The employer's registered office or, where appropriate, domicile;
- d) The function/occupation according to the specifications of the Romanian Classification of Occupations or other normative acts, as well as the job description, specifying the job duties;
- e) Criteria for the evaluation of the employee's professional activity applicable to the employer;
- f) The specific risks of the job;
- g) Date from which the contract is to take effect;
- h) In the case of a fixed-term employment contract or a temporary employment contract, their duration;
- i) Duration of the rest leave to which the employee is entitled;
- j) The conditions under which notice is given by the contracting parties and its duration;
- k) The basic salary, other elements of the salary income, and the periodicity of payment of the salary to which the employee is entitled;

- l) Normal working hours, expressed in hours/day and hours/week;
- m) The normal duration of the probationary period, if any;
- n) Special clauses (training clauses, non-competition clause, mobility clause; confidentiality clause).

(2) Prior to the conclusion or amendment of the individual employment contract, the employer is obliged to inform the person applying for employment or, as the case may be, the employee of the general clauses he/she intends to include in the contract or to amend.

(3) Any modification of one of the general clauses during the execution of the individual employment contract requires the conclusion of an addendum to the contract within 20 working days from the date of the occurrence of the modification, except for the situations in which such modification is expressly provided by law.

Art. 9. (1) The individual employment contract may be modified under the conditions provided for in Articles 41-48 of Law no. 5372003 - Labour Code, by delegation, detachment or temporary change of place and kind of work, without the consent of the employee.

(2) The modification of the individual employment contract refers to any of the following elements:

- a) Duration of the contract;
- b) Place of work;
- c) The manner of work;
- d) Working conditions;
- e) Wages;
- f) Working time and rest time.

(3) The modifications of the individual employment contract shall be made only by agreement of the parties, unilateral modification being possible only in the cases and under the conditions provided by law;

(4) The detached employee is entitled to payment of transport and accommodation expenses, as well as a detachment allowance, under the conditions provided by law.

(5) The rights due to the seconded employee shall be granted by the employer to whom the detachment was ordered. During the period of detachment, the employee shall be entitled to

the rights which are more favourable to him, either to the rights of the employer who ordered the detachment or to the rights of the employer to which he is seconded.

(6) The employee's financial rights during the period of delegation and detachment to another locality shall be determined in accordance with the legal provisions in force.

Art. 10. (1) The suspension of the individual employment contract may occur by right, by agreement of the parties or by unilateral act of one of the parties, under the conditions provided for in Articles 49-54 of Law no. 53/2003 - Labour Code as well as under the conditions provided for in the National Education Law no. 1/2011, as amended and supplemented.

(2) The suspension of the individual employment contract has the effect of suspending the work of the employee and the payment of salary rights by the employer.

(3) During the suspension, the parties may continue to have rights and obligations other than those provided for in para. (2) unless otherwise provided by special laws, individual labour contracts or internal regulations.

(4) In case of suspension of the individual employment contract due to an act attributable to the employee, during the suspension he shall not benefit from any right resulting from his capacity as an employee.

(5) Whenever during the period of suspension of the contract a cause of termination of the individual employment contract occurs, the cause of termination shall prevail.

Art. 11. (1) The individual employment contract may be terminated by right, following the agreement of the parties, on the date agreed upon by them and following the unilateral will of one of the parties, in the cases and under the limited conditions provided by law.

(2) Persons dismissed for the following reasons shall be entitled to 20 working days' notice:

- a) If, by decision of the competent medical expert bodies, the physical and/or mental unfitness of the employee is established, which does not allow him/her to perform the duties corresponding to the job occupied;
- b) If the employee does not correspond professionally to the job in which he is employed;

- c) For reasons not related to the employee's person, caused by the termination of the employee's job due to economic difficulties, technological changes or reorganization of the activity;
- d) For reasons not related to the employee, in the context of individual or collective redundancies;
- e) If the faculty where the employee is tenured cannot constitute a teaching norm, the employee will be dismissed, according to the legal procedures in force.

(3) Dismissal shall be determined by written order of the Employer, in compliance with the formal and procedural conditions provided by law.

(4) The dismissal decision shall be communicated to the employee in writing and shall take effect from the date of communication.

Art. 12. (1) In case of termination of the individual employment contract as a result of the unilateral will of the employee, the notice period shall be 20 working days for employees with executive functions and 45 working days for employees with managerial functions.

(2) During the period of notice, the individual employment contract shall continue to produce all its effects.

(3) If during the notice period the individual employment contract is suspended, the notice period shall be suspended accordingly.

(4) In the case of resignation, the individual employment contract shall terminate on the expiry of the notice period or on the date of total or partial waiver by the employer of the notice period.

(5) The employee may resign without notice if the employer does not fulfil his obligations under the individual employment contract.

Chapter IV. RULES ON PROTECTION, HYGIENE AND SAFETY WITHIN THE UNIVERSITY

Art. 13. (1) The management of the University is obliged to take all necessary measures to protect the life and health of the employees.

(2) The management of the University has the obligation to ensure the health and safety of the employees in all aspects of their work.

(3) Within the framework of its responsibilities, the University is obliged to take the necessary measures to:

- a) Ensure the safety and health protection of all employees;
- b) Prevention of occupational hazards;
- c) Informing and training workers in occupational safety and health;
- d) Providing the organizational framework and the necessary means for occupational safety and health.

(4) Within the framework of its responsibilities, the University shall take the necessary measures to protect the safety and health of employees, including activities for the prevention of occupational risks, information and training, as well as for the implementation of the organization of occupational protection and the means necessary for it, in compliance with the following general principles of prevention:

- a) Risk avoidance;
- b) Assessment of risks that cannot be avoided;
- c) Combating risks at source;
- d) Adaptation of work to man, particularly as regards the design of workplaces and the choice of work and production equipment and methods, with a view to mitigating, in particular, monotonous work and repetitive work and reducing their effects on health;
- e) Taking account of technical developments;
- f) Replacing what is dangerous with what is not dangerous or less dangerous;
- g) Prevention planning;
- h) Adopting collective protection measures in priority to individual protection measures;
- i) Informing employees of the appropriate instructions.

Art. 14. (1) Without prejudice to other provisions of the legislation on health and safety at work, taking into account the nature of the activities in the University, the employer is obliged to:

- a) To assess the risks to the safety and health of workers, including the choice of work equipment, chemical substances or preparations used and the layout of workplaces;
- b) That, following the assessment referred to in lit. A) and if necessary, the preventive measures, as well as the work and production methods applied by the employer,

ensure the improvement of the level of safety and health protection of workers and are integrated in all the University activities and at all hierarchical levels;

- c) To take into account the worker's capabilities in terms of occupational safety and health when assigning tasks;
- d) Ensure that the planning and introduction of new technologies is subject to consultation with workers and/or their representatives regarding the consequences for workers' safety and health of the choice of equipment, working conditions and working environment;
- e) Take appropriate measures to ensure that, in specific high-risk areas, access is only allowed to workers who have received and followed appropriate instructions.

(2) Without prejudice to other provisions of occupational safety and health legislation, where workers from several institutions work in the same workplace, their employers shall have the following obligations:

- a) To cooperate in the implementation of occupational safety, health and hygiene provisions, taking into account the nature of the activities;
- b) To coordinate their actions for the protection of workers and the prevention of occupational risks, taking into account the nature of the activities;
- c) To inform each other about occupational risks;
- d) Inform workers and/or their representatives about occupational risks.

(6) The measures relating to safety, health and hygiene at work shall under no circumstances entail financial obligations for the workers.

Art. 15. (1) Each employee shall carry out his work in accordance with his training and instruction and with the instructions received from his employer, in such a way as not to expose his own person and other persons who may be affected by his actions or omissions during the work process to the danger of injury or occupational disease.

(2) In particular, for the purpose of achieving the objectives set out in paragraph (1), workers have the following obligations:

- a) To make correct use of machines, apparatus, tools, dangerous substances, transport equipment and other means of production;
- b) To make correct use of the personal protective equipment provided, and after use, to return it or put it in the place intended for storage;

- c) Not to remove, modify, change or remove arbitrarily their own safety devices, in particular those of machines, apparatus, tools, technical installations and buildings, and to use these devices correctly;
- d) Immediately notify the employer and/or designated workers of any work situation which they have reasonable grounds for considering to be a danger to the safety of workers, and of any deficiency in protective systems;
- e) Inform the manager of the workplace and/or the employer of accidents suffered by their own person;
- f) To cooperate with the employer and/or designated workers, as long as necessary, to make possible the implementation of any measures or requirements ordered by labour inspectors and health inspectors, for the protection of workers' health and safety;
- g) To cooperate with the employer and/or designated workers to enable the employer to ensure that the working environment and working conditions are safe and free from safety and health hazards in their field of work;
- h) To understand and comply with the provisions of occupational safety and health legislation and enforcement measures;
- i) To give the reports requested by labour inspectors and health inspectors.

(3) The obligations provided for in paragraph (2) shall also apply, where appropriate, to the other participants in the work process, according to the activities they carry out.

Art. 16. (1) The organization of prevention and protection activities shall be carried out by the employer in the following ways:

- a) By the employer's assumption, in accordance with Art. 9 para. (4) of the Law no. 319/2006 on safety and health at work, the employer assumes the duties for carrying out the measures provided for by law;
- b) By appointing one or more workers to deal with prevention and protection activities;
- c) By setting up an internal prevention and protection service;
- d) By using external prevention and protection services.

(2) The prevention of risks, as well as the protection of the health and safety of workers must be ensured by one or more workers, by a service or by separate services inside or outside the University.

(3) The UVVG Internal Prevention and Protection Service consists of three persons, a head of the service and two representatives of the workers appointed by decision of the UVVG Rector, in compliance with the legal provisions in force.

Art. 17. (1) The prevention and protection activities carried out within the University are the following:

1. Hazard identification and risk assessment for each component of the work system, i.e. performer, work task, work means/work equipment and work environment at workplaces/work stations;
2. Drawing up and updating the prevention and protection plan;
3. Drawing up own instructions for the completion and/or application of occupational safety and health regulations, taking into account the specificities of the activities and of the establishment/enterprise, as well as of the workplaces/workstations;
4. Proposal of the duties and responsibilities in the field of occupational safety and health, which are incumbent on the workers, corresponding to the functions exercised, which are recorded in the job description, with the approval of the employer;
5. Verification of the knowledge and application by all workers of the measures provided for in the prevention and protection plan, as well as of the duties and responsibilities they have in the field of safety at work, through the job description;
6. Drawing up the necessary technical documentation to inform and train workers in the field of occupational safety and health;
7. Elaboration of the topics for all training phases, setting the appropriate periodicity for each workplace, ensuring the information and training of workers in the field of occupational safety and health and verifying the knowledge and application by workers of the information received;
8. Drawing up the training-testing programme at company and/or establishment level;
9. Ensuring the preparation of the action plan in case of danger and imminent danger, according to the provisions of art. 101-107 of the Methodological Rule to Law 319/2006 and ensuring that all workers are trained for its application;
10. The highlighting of high and specific risk areas as provided for in art. 101-107;
11. Establishing the areas that require safety and health signs at work, determining the necessary signage time and location according to the provisions of Government Decision no. 971/2006 on the minimum requirements for safety and/or health signs at work;

12. The list of occupations and professions provided for by the specific legislation, for which it is necessary to authorize their exercise;
13. Recording of jobs requiring additional medical examinations;
14. Evidence of jobs which, on the recommendation of the occupational physician, require fitness testing and/or periodic psychological check-ups;
15. Monitoring of the functioning of protective systems and devices, measuring and control equipment and ventilation or other installations for the control of noxious substances in the working environment;
16. Checking the state of operation of alarm, warning, emergency signalling and safety systems;
17. Informing the employer, in writing, about the deficiencies found during the controls carried out at the workplace and proposing prevention and protection measures;
18. Drawing up the reports and/or lists provided for by the Government Decisions issued for the transposition of the specific directives concerning safety and health at work;
19. Keeping records of work equipment and ensuring that periodic checks and, if necessary, periodic tests of work equipment are carried out by competent persons, in accordance with the provisions of Government Decision no. 1.146/2006 on the minimum safety and health requirements for the use of work equipment by workers;
20. Identify the individual protective equipment required for the workstations in the company and draw up the requirements for equipping workers with individual protective equipment, in accordance with the provisions of Government Decision no. 1.048/2006 on the minimum safety and health requirements for the use of individual protective equipment by workers at work;
21. Monitoring the proper maintenance, handling and storage of personal protective equipment at work;
22. Participating in the investigation of events according to the competences provided for in art. 108-177 of the Methodological Rule to Law no. 319/2006;
23. Drawing up the records according to the competences provided by art. 108-177 of the Methodological Rule to Law no. 319/2006;
24. Drawing up reports on accidents at work suffered by workers in the enterprise and/or establishment, in accordance with the provisions of Art. 12 para. (1) of Law 319/2006;
25. Monitoring the implementation of measures by labour inspectors, during control visits and investigation of events;

26. Collaboration with workers and/or workers' representatives, external prevention and protection services, occupational medicine doctor, in order to coordinate prevention and protection measures;
27. Collaboration with the designated workers/internal services/external services of other employers, in the situation where several employers are working in the same workplace;
28. Follow-up of the updating of the warning plan, the protection and prevention plan and the evacuation plan;
29. Proposal of sanctions and incentives for workers, based on the criteria of compliance with the duties in the field of occupational safety and health;
30. Proposal of clauses on safety and health at work when concluding contracts for the provision of services with other employers, including those concluded with foreign employers;
31. Drawing up a list of material resources required to carry out these activities;

(2) The activities related to the supervision of workers' health shall be carried out in accordance with the provisions of Articles 24 and 25 of Law 319/2006.

Art. 18. (1) Within the UVVG the Occupational Health and Safety Committee is organized and functions:

(2) The employees of this Committee shall in no case be prejudiced as a result of their protective and occupational risk prevention activities.

(3) Designated workers shall have the time necessary to carry out their duties under this Act.

(4) Designated workers shall have mainly occupational safety and health duties and, at most, complementary duties.

Art. 19 (1) The Occupational Health and Safety Committee shall be organized under the authority of the Administrative Director General and shall function as a separate structure.

(2) The employees of the Occupational Health and Safety Committee shall perform only prevention and protection activities and at most complementary activities such as: fire prevention and extinguishing and environmental protection.

(3) The employer shall record in the organization and operation regulations the prevention and protection activities for which the Occupational Safety and Health Committee has adequate capacity and means.

(4) The Occupational Health and Safety Committee shall be provided with the material and human resources necessary to carry out prevention and protection activities within the University.

(5) The Occupational Health and Safety Committee of UVVG shall consist of 10 members, appointed by decision of the Rector of UVVG, in compliance with the legal provisions in force.

(6) The duties of the Health and Safety at Work Committee of the UVVG are those provided for in art. 67 of GD no. 1425/2006, updated.

Art. 20. (1) If prevention and protection activities cannot be organized in the University due to the lack of competent personnel, external services shall be used.

(2) The external prevention and protection service shall ensure, on a contract basis, the prevention and protection activities in this field.

(3) The external service must have access to all the information necessary for carrying out the prevention and protection activity.

(4) The external prevention and protection service shall comply with the requirements of the laws and regulations on occupational health and safety.

Art. 21 (1) The UVVG through the Occupational Health and Safety Committee is obliged to carry out training of its employees in the field of occupational health and safety before the start of the activity.

(2) The management of the University shall organize periodic training of its employees in the field of occupational safety and health.

(3) The training modalities shall be agreed with the employees' representatives.

(4) Training in occupational safety and health is compulsory in the following situations:

- a) In the case of new employees;
- b) In the case of employees who change their place of work or type of work;

- c) For employees who return to work after a break of more than 6 months;
- d) In the event of changes in the relevant legislation.

(5) Workplaces must be organized in such a way as to guarantee the safety and health of employees.

(6) The University is obliged to ensure the access of employees to the occupational medical service, organized in compliance with the legal provisions in force.

(7) During the period of time between the fulfillment of the prior obligations of the UVVG prior to the conclusion of the individual employment contract, as fully stipulated in these Regulations, and the conclusion of the individual employment contract in written form, the employer is forbidden to allow the person applying for employment to perform any kind of activities for and under the authority of the UVVG, at its premises/residence, at any branch, subsidiary or working point.

(8) The management of the University is obliged to insure all employees for the risk of accidents at work and occupational diseases, in accordance with the law.

CHAPTER V. SOCIAL PROTECTION MEASURES REGULATED BY THE O.U.G. No. 96/2003

Art. 22 (1) Pregnant, breastfeeding or lactating employees are obliged to go to the family doctor for the issue of a medical document certifying their condition.

(2) If the employees do not go to the family doctor and do not inform the employer in writing about their condition, the employer shall be released from his obligations.

Art. 23. For all activities likely to present a specific risk of exposure to agents, processes and working conditions, the employer shall be obliged to assess annually, as well as at any change in working conditions, the nature, degree and duration of exposure of employees in order to determine any risk to their safety or health and any repercussions on pregnancy or breastfeeding.

Art.24. The assessments are carried out by the employer, with the mandatory participation of the occupational physician, and their results are recorded in written reports.

Art. 25. (1) The University is obliged to send a copy of the report to the employees' representatives within 5 working days from the date of drawing up the report.

(2) The University shall inform the employees in writing of the results of the assessment of the risks to which they may be exposed at their workplaces.

(3) If an employee contests a decision of the employer, the burden of proof shall rest with the employer, who shall be obliged to submit evidence in her/his defence by the first reporting day.

(4) The territorial labour inspector in whose area the employer operates or, as the case may be, the National Civil Servants Agency, within 7 days from the date of receipt of the decision, shall issue an advisory opinion corresponding to the situation found.

(5) The territorial labour inspectorate shall send the opinion to the employer, the employee, as well as to the trade union or the representatives of the employees in the establishment.

Art. 26. Within 10 working days from the date on which the employer has been notified in writing by an employee that she is in one of the following situations: pregnant, nursing or breastfeeding, the employer shall be obliged to inform the occupational health physician and the territorial labour inspectorate in whose area she is working.

Art. 27. The University is obliged to keep the employee's pregnancy confidential and will not inform other employees unless she gives her written consent and only in the interest of the good performance of the work process, when the pregnancy is not visible.

Art. 28. If an employee performs an activity at work that poses risks to her health or safety or has repercussions on pregnancy and breastfeeding, the employer is obliged to modify her working conditions and/or working hours accordingly or, if this is not possible, to assign her to another workplace without risks to her health, as recommended by the occupational physician or family doctor, while maintaining her salary.

Art. 29. If the University, for justified reasons, cannot change their place of work, employees shall be entitled to maternity leave.

Art. 30. (1) In order to protect their health and that of their children after childbirth, employees shall be obliged to take at least 42 days of postnatal leave.

(2) The University is obliged to grant breastfeeding employees two breaks of one hour each during working hours until the child reaches one year of age. These breaks shall also include the time needed to travel to and from the place where the child is.

(3) At the request of the mother, breastfeeding breaks shall be replaced by a reduction of the normal working time by two hours daily.

(4) Breaks and reduction of normal working hours granted for breastfeeding shall be included in working time and shall not reduce the wage income and shall be paid in full from the employer's wage fund.

(5) If the employer provides special rooms for breastfeeding in the University, they shall comply with the hygiene conditions corresponding to the health regulations in force.

Art. 31. (1) Pregnant employees who have recently given birth and are breastfeeding shall not be obliged to perform night work.

(2) If the health of such employees is affected by night work, the University shall be obliged, upon written request of the employee, to transfer her to a day job, with the maintenance of her gross monthly basic salary.

(3) The employee's request shall be accompanied by a medical document stating the period during which her health is affected by night work.

(4) If, for objectively justified reasons, the transfer is not possible, the employee shall be entitled to maternity leave and maternity risk allowance.

Art. 32. (1) The employer is prohibited from terminating the employment or service relationship in the case of:

- Pregnant, lactating or breastfeeding employee for reasons directly related to her condition;
- An employee on maternity leave;
- An employee on maternity leave;
- Employees on parental leave for children up to the age of two, in the case of disabled children up to the age of three;
- To the employee who is on leave for the care of a sick child up to the age of 7, in the case of a disabled child up to the age of 18.

(2) The prohibition of dismissal of the employee who is on maternity leave shall be extended, once only, for up to 6 months after the return of the employee to the establishment.

(3) The above-mentioned dismissal provisions shall not apply in the case of dismissal for economic reasons which occurs as a result of judicial reorganization or bankruptcy of the employer.

(4) Employees whose employment or service relations have been terminated for reasons they consider to be related to their condition shall have the right to challenge the employer's decision before the competent court within 30 days from the date of its communication, according to the law.

(5) The employee's legal action shall be exempt from court fees and stamp duty.

Article 33. (1) The employer who has terminated the employment or service relationship with an employee in one of the situations mentioned above, is obliged to send a copy of this document within 7 days from the date of the written communication of this decision to the employee, to the trade union or to the representatives of the employees in the establishment, as well as to the territorial labour inspector or, as the case may be, to the National Civil Servants Agency.

(2) The copy of the decision shall be accompanied by copies of the documents justifying the measure taken.

Article 34. The trade union representatives or elected representatives of the employees with duties related to the respect of equal opportunities between women and men, appointed on the basis of the Law no. 202/2002 on equal opportunities between women and men, are obliged to organize, every six months, in the units where they work, information on the provisions of the GEO no. 96/2003.

Chapter VI: RULES ON COMPLIANCE WITH THE PRINCIPLE OF NONDISCRIMINATION AND THE REJECTION OF ANY FORM OF DISCRIMINATION OF DIGNITY

Art. 35. The principle of equal treatment of all employees shall apply in employment relationships.

(2) Any direct or indirect discrimination against an employee based on sex, sexual orientation, genetic characteristics, age, nationality, race, colour, ethnicity, religion, political opinion, social origin, disability, family situation or responsibility, trade union membership or activity is prohibited.

(3) Acts and deeds of exclusion, distinction, restriction or preference based on one or more of the criteria referred to in paragraph 1 shall constitute direct discrimination. (2) which have the purpose or effect of denying, restricting or eliminating the recognition, use or exercise of the rights provided for in labour law.

(4) Indirect discrimination shall be deemed to include acts and actions apparently based on criteria other than those referred to in paragraph 1. (2), but which produce the effects of direct discrimination.

Article 36. (1) Any employee who performs work shall enjoy working conditions appropriate to the activity performed, social protection, health and safety at work, as well as respect for his dignity and conscience, without any discrimination.

(2) All employees performing work shall have the right to equal pay for equal work, the right to individual/collective bargaining, the right to protection of personal data and the right to protection against unlawful dismissal.

Art. 37. (1) It is prohibited to discriminate through the use by the employer of practices that disadvantage persons of a particular sex, in relation to employment relations, concerning:

- a) Announcement, organization of competitions or examinations and selection of candidates to fill vacancies;
- b) The conclusion, suspension, modification and/or termination of the legal employment or service relationship;
- c) Establishing or modifying the duties in the job description;
- d) Determination of remuneration;
- e) Benefits other than those of a salary nature and social security and protection measures;
- f) Information and professional counselling, programmes of initiation, qualification, improvement, specialization and professional requalification;
- g) Evaluation of individual professional performance;
- h) Professional promotion;
- i) Application of disciplinary measures;
- j) The right to join a trade union and access to its facilities;
- k) Any other working conditions, according to the legislation in force.

(2) The following are exempted from the provisions of paragraph 1. (1) letter a) the workplaces in which, due to the nature or the particular conditions of work, provided by the law, the gender particularities are determinant.

Art. 38. (1) Sexual harassment of a person by another person at work is considered discrimination on the basis of sex and is prohibited.

(2) Sexual harassment is any form of unwanted conduct, consisting of physical contact, indecent words, gestures or other means, offensive visual material, compromising invitations, requests for sexual favours or any other conduct with sexual connotations, which affects the dignity, physical and psychological integrity of persons at work.

(3) Any conduct defined as sexual harassment with the purpose of:

- a) To create an atmosphere of intimidation, hostility or discouragement for the person concerned in the workplace;
- b) To negatively influence the situation of the person employed in terms of professional promotion, remuneration or income of any kind or access to training and professional development, in the event of his/her refusal to accept undesirable behaviour related to sexual life.

(4) All employees shall respect the rules of conduct and shall be liable under the law for violations thereof.

(5) The Employer does not and will not tolerate sexual harassment in the workplace and makes it public that it encourages the reporting of all instances of sexual harassment, regardless of who the offender is, that employees who violate the personal dignity of other employees through any confirmed manifestation of sexual harassment in the workplace will be disciplined.

Art. 39. (1) The person who considers himself/herself sexually harassed shall report the incident by a written complaint, which shall contain a detailed account of the manifestation of sexual harassment at work.

(2) The employer shall provide counselling and assistance to victims of sexual harassment and shall apply disciplinary measures.

(3) Upon completion of the investigation, the parties involved shall be informed of the outcome of the investigation.

(4) Any kind of retaliation, following a complaint of sexual harassment, both against the complainant and against any person assisting in the investigation of the case, will be considered discriminatory acts and will be sanctioned according to the legal provisions in force.

(5) Sexual harassment is also a criminal offence.

(6) According to the provisions of Article 203 index 1 of the Criminal Code, as amended, harassment of a person by threat or coercion, in order to obtain satisfaction of a sexual nature, by a person who abuses the authority or influence conferred by the position held at work shall be punishable by imprisonment from 3 months to 2 years or a fine.

Article 40. (1) The employees are obliged to make efforts in order to promote a normal working climate in the establishment, in compliance with the provisions of the law, individual labour contracts, internal regulations, as well as the rights and interests of all employees.

(2) In order to create and maintain a working environment that encourages respect for the dignity of each person, procedures for the amicable settlement of individual employee complaints, including those relating to cases of violence or sexual harassment, may be carried out in addition to those provided by law.

Art. 41. Any behaviour of a nationalist-chovinist nature, instigating racial or national hatred, or any behaviour aimed at affecting the dignity or creating an intimidating, hostile, degrading, humiliating or offensive atmosphere directed against a person or a group of persons shall constitute a breach of this Regulation.

Art.42. (1) The measures for the promotion of equal opportunities between women and men for the elimination of direct and indirect discrimination based on sex shall be applied in accordance with the provisions of the Law no. 202/2002 on equal opportunities between women and men with subsequent amendments and additions.

(2) The provisions of O. G. No. 137/2000 on the prevention and punishment of all forms of discrimination, with subsequent amendments and additions.

Art. 43. (1) Employees have the right, if they consider themselves discriminated against, to formulate complaints to or against the employer, if the employer is directly involved, and to request the support of the trade union or the employees' representatives in the establishment to resolve the situation at the workplace.

Chapter VII. RIGHTS AND OBLIGATIONS OF THE UNIVERSITY AND EMPLOYEES

Section 1. Rights and Obligations of the University

Art. 44. Rights of the University

The University has, in principal, the following rights:

- a) To establish the organisation and functioning of the University;
- b) To establish the appropriate benefits for each employee, in accordance with the law;
- c) To issue binding provisions for each employee, subject to their legality;
- d) To exercise control over the way in which the duties are carried out;
- e) To ascertain disciplinary offences and to apply the appropriate sanctions, according to the law, the individual employment contract, the job description and these regulations;
- f) To establish individual performance objectives, as well as the criteria for evaluating their achievement;
- g) To modify the job description, according to the development strategy and the needs of the university, in compliance with the legal provisions;
- h) To include in the individual employment contract clauses relating to confidentiality, under the conditions laid down by the Labour Code;
- i) To organise regular training courses for its own staff;
- j) To check the skills and competence of employees by conducting periodic tests or evaluations;
- k) To apply the principles and rights resulting from the legal provisions concerning university autonomy;
- l) To ascertain disciplinary offences and to apply the appropriate sanctions, according to the law, the individual employment contract, the job description, the University Charter, the Code of Ethics and Professional Deontology and the internal regulations;
- m) To establish the development strategy in accordance with the development objectives set by the governing bodies;

- n) To request the support of the competent bodies for the detection of employees present at work under the influence of drugs or alcohol.

Art. 45. Obligation of the University

The University has the following obligations:

- a) To inform employees about the working conditions and the elements concerning the conduct of labour relations;
- b) To permanently ensure the technical and organizational conditions considered in the elaboration of the work rules and the appropriate working conditions;
- c) To grant the employees all the rights deriving from this Regulation, from the law, from the individual labour contracts, as the case may be;
- d) To communicate periodically to the employees the economic and financial situation of the University, except for sensitive or secret information, which, by disclosure, are likely to prejudice the activity of the University;
- e) To consult with employees' representatives on decisions likely to substantially affect their rights and interests;
- f) To pay all contributions and taxes for which it is responsible, and to withhold and remit contributions and taxes owed by employees, in accordance with the law;
- g) To set up and manage, in accordance with the law, both the general register of employees' records and to make the entries provided for by law, with strict compliance with the manner of its completion, as well as the general register of incoming and outgoing documents;
- h) To draw up the personal file of each employee with respect to the minimum component provided by law and to issue, upon request, all documents attesting the applicant's status as an employee;
- i) To ensure the confidentiality of personal data of employees;
- j) To conclude the individual employment contract in written form with each employee;
- k) To give the employee a copy of the individual employment contract before the start of the activity;
- l) To inform the person selected for employment, or the employee, as the case may be, of the essential clauses that he/she intends to include in the contract or to modify, prior to the conclusion or modification of the individual employment contract;

- m) To issue, at the request of the employee or a former employee, a document attesting the activity carried out by the employee, the duration of the activity, the salary, the seniority in the job, in the profession, in the speciality (under the conditions established by the Board of Directors and the Senate regarding the payment of the fees for issuing the certificates);
- n) To respect the agreed working time and the concrete modalities of its organization, established by the present regulation, as well as the corresponding rest time;
- o) To ensure that employees have regular access to vocational training;
- p) To compensate the employee, in case he/she has suffered a material or moral damage due to the employer's fault, during the fulfilment of the service obligations or in connection with the service, under the rules and principles of contractual civil liability, in the amount and the modalities established by the parties or by the competent court.
- q) To respect the mandatory legal provisions and the incompatibilities established by the legislation in force regarding the conclusion, modification, execution and termination of the individual employment contract.
- r) To ensure that all employees are informed about the prohibition of harassment and sexual harassment in the workplace, including by displaying in visible places the provisions of this regulation to prevent any act of discrimination based on sex;
- s) To take all the necessary steps to obtain the permits and authorisations required by law for the operation of UVVG premises;
- t) Ensuring correct conduct towards all employees;
- u) Guarantee protection, hygiene and safety at work;
- v) Ensuring that the procedure for resolving requests or complaints from employees is carried out in accordance with the legal provisions in force;

Art. 46. Obligations of management personnel:

(1) The persons who ensure the management of the University, in addition to the obligations incumbent upon them by virtue of this capacity, are obliged to comply with all other duties of the employees.

(2) The management of the University shall take measures regarding:

- a) Consistent application of the principle of scientific leadership of the University in all areas of activity;

- b) Organising and guiding the activities of the persons employed, in order to fulfil the duties established for each of them by the job description;
- c) Monitoring the judicious use of working time and compliance with all other rules of work discipline;
- d) Dimensioning the staff to the strict necessary, the distribution and judicious use, selecting, hiring and promoting them according to the requirements established for each post, ensuring the employees' records, applying objective criteria of work evaluation;
- e) Supplying on time and in good conditions all work departments with raw materials, materials, fuel and energy within the limits of the amounts available;
- f) Carefully examining and taking into account suggestions and proposals made by the staff of the unit in order to improve the work in all departments, and informing them on how to solve them;
- g) Keeping records, storing and multiplying data and documents that constitute state and official secrets and access to persons in the unit;
- h) The manner in which all staff carry out their duties, holding accountable those who violate their duties;
- i) Issuance of badges to all staff of the University, indicating the place of work of each;
- j) Ensuring that all University staff have a 48-hour rest period every week. The weekly rest is usually granted on Saturdays and Sundays. If the specific nature of the service and the particular interests of the University require work on Saturdays and Sundays, the University management shall grant other days off for rest;
- k) Drawing up of the professional activity reports of the employees and evaluation sheets for the teaching staff;

Section a 2- a. Rights and obligations of employees

Art. 47. Employees' rights

(1) The rights of the employees refer mainly to:

- a) The right to remuneration for work done;
- b) The right to daily and weekly rest;
- c) The right to annual rest leave, additional leave;
- d) The right to equal opportunities and equal treatment;
- e) Right to dignity at work;

- f) Right to health and safety at work;
- g) Right to access to vocational training;
- h) Right to information and consultation;
- i) The right to take part in determining and improving working conditions and the working environment;
- j) The right to protection in the event of dismissal;
- k) Right to collective and individual bargaining;
- l) The right to participate in collective action;
- m) The right to publish studies, articles, volumes or works of art, to apply for national and international grants, without restrictions on academic freedom;
- n) The right to belong to national and international professional and cultural associations and organizations, as well as to legally constituted political organizations, in accordance with the law;
- o) The right to reserve the teaching post during the period of holding elected positions in Parliament, appointed in the Government or holding specific specialized positions in the Parliament, Council, Legislative apparatus, Constitutional Court, People's Advocate, Presidential Administration, Government or Ministry of National Education, those elected by the Parliament to central state bodies, those holding the office of prefect, subprefect, president or vice-president of the County Council, mayor, vice-mayor, as well as teachers who have been appointed to management, guidance and control positions in the education, culture, youth and sports system. The same rights are also enjoyed by the management and specialist staff of the teaching staff, as well as by the teaching staff holding a teaching post in education appointed as management staff or in specific specialist functions within the public authorities and institutions, commissions and agencies subordinated to the Presidential Administration, the Parliament or the Government. Throughout their term of office or appointment, teachers may combine these functions with teaching and research activities;
- p) Entitlement to such leave:
 - Annual leave with pay, for teaching staff, during the university holidays, with a duration of at least 40 working days; in well-justified cases, the Head of the University may interrupt the tied leave, the persons in question being remunerated for the work done;

- The periods of rest leave for each teaching staff member shall be determined by the University Senate, according to the interests of the teaching and the person concerned.
- q) The right to benefit from medical and psychological assistance in clinics and hospitals established by protocol between the Ministry of National Education and the Ministry of Health;
- r) The right to interrupt the teaching activity, with the reservation of the post, for the upbringing and care of children up to 2 years old, respectively 3 years old in the case of disabled children, according to the legal provisions. Only one parent or legal guardian may benefit from this right;
- s) The University may provide, in whole or in part, from its own sources, transport and accommodation for teachers living in other localities, within the limits of available financial resources;
- t) Other rights provided by law or by the University Charter, as appropriate;

(2) For the best fulfillment of their duties, as well as for outstanding achievements in fulfilling individual or collective commitments, employees may receive the following rewards:

- a) Verbal or written thanks from management;
- b) Orders, medals, honorary titles, honorary diplomas, badges and teaching titles;
- c) Award of higher salary steps or grades;
- d) Awards

Art. 48. Obligations of employees:

(1) The obligations of employees refer mainly to:

- a) The obligation to carry out the normal work or, as the case may be, to perform the duties assigned to him/her according to the job description;
- b) The obligation to respect work discipline;
- c) The obligation to respect the provisions contained in the internal regulations, in the individual employment contract;
- d) The obligation of fidelity to the University in the execution of the duties of the service;

- e) The obligation to respect the health and safety measures at work in the University;
- f) The obligation to respect the secrecy of the service;
- g) Other obligations provided by law, University Charter;

(2)The employees of the University have obligations regarding:

- a) Performing their job duties responsibly and to the highest level of competence;
- b) Strict observance of order and discipline in the workplace;
- c) Observance of working hours and the full and efficient use of working time in the performance of work duties;
- d) Carrying out the established work rules and quality prescriptions, according to the job description;
- e) Insistence and observance of work norms, other rules and instructions established for the respective department or for the employee's specific workplace;
- f) The responsible use and in accordance with the technical documents of the apparatus, equipment, installations provided by the service/department in which they work or to which they have access, as well as their safe operation;
- g) Knowledge of and compliance with the rules of work protection, as well as those concerning the use of protective equipment, work equipment, fire prevention and extinguishing or any other situation that could endanger the buildings, facilities, or the life, body or health of persons;
- h) Compliance with labour and environmental protection regulations;
- i) Raising the professional qualification, attending and graduating the recommended training and professional development, knowledge of the legal provisions, rules and instructions concerning the activity they perform;
- j) Duty of loyalty to the employer;
- k) Fair behaviour in work relations, respecting the work of other employees, ensuring a climate of discipline, order and good understanding;
- l) Informing without delay the superior hierarchical boss about the observation of irregularities, deviations or shortcomings in the work activity, and acting to mitigate their effects and to prevent situations that endanger the life of the person or damage the Employer's assets;

- m) Respect the rules of access to the Employer's premises and possession of a valid work ID;
- n) Informing the hierarchical head immediately, by any means, of the impossibility of attending work (illness, unforeseen circumstances);
- o) Keeping the secrecy of the service;
- p) Participating in periodic evaluations carried out by the employer;
- q) Recording, reporting and self-evaluation of professional activity, according to the procedure and criteria drawn up by the Employer's management and in compliance with the legal provisions in force;
- r) Compliance with and fulfilment of the provisions contained in the contracts for the provision of medical services and in any other contracts in which the employees are assigned to carry out activities;
- s) The fulfilment, temporarily or permanently, of additional service tasks, established by the Employer's management for the good performance of the activity;
- t) The possibility established by law to be held liable under the rules and principles of contractual civil liability for material damage caused by fault and in connection with their work; this liability will be established by the competent court;
- u) Unattended removal during the work process of the equipment and installations in operation;
- v) Failure to leave the place of work until the arrival of the shift; in case of non-attendance of the shift the employee is obliged to notify the supervisor in order to take the necessary measures;
- w) Keeping, developing and defending the registered assets, their judicious management;
- x) Observing the rules of access to workplaces where entry is allowed only under certain conditions;
- y) Behaving correctly within the framework of service relations, promoting relations of mutual assistance with all members of the work team, ensuring a healthy climate of discipline and combating any manifestations that contravene the laws of the country, the rules of conduct in the unit;
- z) Maintaining order and cleanliness in the workplace;

- aa) Knowing the legal provisions, the University's addresses, as well as any other normative provisions related to the work that they carry out and to comply with them exactly, the violation of the law by not knowing it cannot exempt anyone from responsibility towards the law;
- bb) Attending the calls of the University management in the case of exceptional activities, and participating in all the actions taking place in the University;
- cc) Contributing to the savings without damaging the quality of the work, taking permanent care of the preservation of the goods belonging to the University, and putting in order, when leaving the service, the materials and objects used, taking care of closing the offices, lockers, library, laboratories, rooms in which they worked, closing the windows, water, electric heating and lighting sources in these rooms;
- dd) Faculty secretaries, heads of services, offices and compartments, as well as laboratory workers, storekeepers, administrators are obliged to close the respective rooms, storerooms, and hand over the keys to the porter at the end of working hours;
- ee) The staff of the establishment is obliged to strictly respect the order and discipline at work, and to apply firmly the rules and instructions concerning the work process, to perform their duties with a sense of responsibility;
- ff) To inform the employer, through the Human Resources Department, of any change in home address, telephone number, marital status, change of identity documents;
- gg) Other obligations provided by law or the University Charter.

(3) Each employee has the duty to immediately report observed situations of fire, flood or any situations in which damage or destruction may occur, including the observation of forgotten or suspicious packages or objects, as well as irregularities potentially generating such situations and to act, as appropriate, to resolve them and to mitigate their negative effects.

(4) Employees who may act in such situations are obliged to do so as soon as possible.

(5) In special situations, determined by the necessity of the good functioning of the Employer, each employee is obliged to participate, regardless of the function or position he/she occupies, in the execution of any work and in taking all measures required by the Employer's needs.

(6) Teachers, in addition to the obligations mentioned above, must also comply with their obligations under the National Education Law no. 1/2011 and those specified in the individual employment contract / contract for carrying out teaching activities and the job description.

(7) Employees shall not be liable for damage caused by force majeure or other unforeseen causes which could not be avoided, nor for damage which is part of the normal risk of the service.

Chapter VIII. DISCIPLINE OF WORK IN THE UNIVERSITY

Section 1. Organisation of Working Time

Art. 49. (1) Working time is the time that the employee uses for the performance of work tasks.

(2) For full-time employees the working time is 8 hours per day and 40 hours per week.

(3) In case of young people under 18 years of age the working time is 6 hours per day and 30 hours per week.

(4) The distribution of working time within the week is, as a rule, uniform, 8 hours per day for 5 days, with two days off.

(5) The maximum legal working time may not exceed 48 hours per week, including overtime.

(6) When work is performed in shifts, working time may be extended beyond 8 hours per day and 48 hours per week, provided that the average working hours, calculated over a maximum period of 4 months, do not exceed 8 hours per day or 48 hours per week.

Art. 50. (1) For teaching staff, the university norm comprises: teaching norm and research norm. The total amount of working hours in a teaching and research norm, achieved by adding the weights of the activities provided for in the university norm, is 40 hours per week for teaching staff. The teaching norm may not exceed 16 conventional hours per week.

(2) The work schedule is established by the University management, taking into account the organization of the activity and is brought to the attention of the employees by the superior hierarchical heads.

(3) The working hours of the research staff shall be established by the ISV management, with a flexible organization of working time, taking into account the ongoing research projects and their implementation protocols.

(4) The working hours of the teaching staff shall be determined by the management of the Faculty, with a flexible organisation of working time, according to the job descriptions and timetables. The teaching staff of the health study programmes will carry out the teaching activity and the clinically integrated activity also in the clinical wards of the Emergency County Clinical Hospital of Arad, where the teaching discipline operates, according to the timetables and the duty rosters.

(5) Individual exemptions from this programme can only be approved by the University management.

(6) Unequal working hours may only operate if expressly specified in the individual employment contract.

(7) The work schedule and the way it is distributed per day shall be made known to the employees and posted at the employer's office.

Article 51. (1) The employer may establish individual work schedules with the consent or at the request of the employees.

(2) Individualized work schedules imply a flexible organization of working time.

(3) The daily working time shall be divided into two periods: a fixed period in which the staff are simultaneously at work and a variable, mobile period in which the employee chooses his/her arrival and departure times, while respecting the daily working time.

(4) Individualized work schedule may operate only in compliance with the provisions of Articles 112 and 114 of the Labour Code.

Art. 52. (1) Work performed outside the normal weekly working hours is additional work, which is performed only with the written consent of the employee, within the maximum limit of 48 hours/week. By exception, the duration of working time, including overtime, may be extended beyond 48 hours per week, provided that the average working hours, calculated over a period of 4 calendar months, do not exceed 48 hours per week.

(2) Employees may be required to work overtime only with their consent. Overtime work may be ordered by the employer, without the employee's consent, by written order, only in cases of force majeure or for urgent work to prevent accidents or to remedy the consequences of an accident. The case of force majeure and urgent work shall be explicitly mentioned in the written order.

(3) The employee's consent to carry out additional work shall be deemed to have been given by signing the attendance slip.

(4) Overtime work shall be compensated by paid time off within 60 days after the overtime work is performed, the employee receiving the appropriate salary for the hours worked overtime. During periods of reduced activity the employer has the possibility to grant paid days off from which overtime to be worked in the next 12 months can be compensated.

(5) If it is impossible to compensate for overtime by paid time off within the period provided for in the previous paragraph, overtime shall be paid by adding to the salary a bonus corresponding to the duration of the overtime of at least 75% of the basic salary.

Art. 53. The daily working hours of the non-teaching staff shall be recorded by the superior hierarchical manager on the basis of the collective time sheet/attendance record, the employees being obliged to sign the attendance record on arrival and departure, keeping the hours and minutes.

(2) The records of the daily working time of the teaching staff shall be kept by the department director on the basis of the duty roster, timetable and attendance sheet/time sheet for basic pay and hourly pay.

(3) The department directors and heads of services are obliged to keep a record of the working hours worked daily by each employee/teaching staff at the workplace, with a record of the start and end time of the working hours, and to submit this record to the control of the labour inspectorate whenever requested.

Art. 54. Each week, the employee is entitled, as a rule, to 2 consecutive days of weekly rest. Weekly rest shall be granted consecutively on Saturdays and Sundays.

(2) If the weekly rest is granted on days other than Saturday and Sunday, the bonus for hours worked on days off shall be 1.1% of the negotiated salary.

Section 2 - Rest Time and Other Leave

Art. 55. Employees shall be entitled to paid annual rest leave.

(2) The minimum duration of rest leave shall be 21 working days for non-teaching staff.

(3) Statutory holidays on which no work is done and paid days off are not included in the duration of annual rest leave.

(4) In determining the duration of annual rest leave, periods of temporary incapacity for work and periods of maternity leave, maternity risk leave and leave for the care of a sick child shall be regarded as periods of work performed.

(5) If temporary incapacity for work or maternity leave, maternity risk leave or leave for the care of a sick child occurred during the annual leave, it shall be interrupted, and the employee shall carry out the remaining days of leave after the temporary incapacity for work, maternity leave, maternity risk leave or leave for the care of a sick child has ceased, and when this is not possible, the days not carried out shall be rescheduled.

(6) The employee is entitled to annual rest leave also in the case when the temporary incapacity for work continues, under the law, for the whole period of a calendar year, the employer is obliged to grant annual rest leave within a period of 18 months starting from the year following the year in which the employee was on sick leave.

(7) Employees who have been absent from work for the entire calendar year while on sick leave or leave without pay except for the period of paid or unpaid vocational training leave granted under the terms of this Regulation shall not be entitled to rest leave for that year.

(8) In cases where periods of sick leave and leave without pay, child-raising allowances up to 2 consecutive calendar years, employees shall be entitled to only one leave, granted in the year of resumption of work, to the extent that it was not taken in the year of absence from work for the above reasons.

(9) An exception to the provisions of paragraph. (2):

- a) Employees who are under 18 years of age shall be entitled to a paid rest leave of 24 working days each calendar year.
- b) Newly hired employees, for the first year of activity registered in the work book, are entitled to a paid rest leave of at least 20 working days.

Art. 56. Teaching personnel benefits from leave as follows:

- a) Paid annual leave, for teachers, during university vacations, with a duration of at least 40 working days; in well-justified cases, the management of the educational institution may interrupt the legal leave, the persons in question shall be paid for the work done; the methodological rules concerning the carrying out of legal leave shall be drawn up by the Ministry of National Education, together with the representatives of the representative trade unions at the level of the education sector;
- b) The periods of rest leave for each teacher shall be determined by the university senate, depending on the interests of the teaching and the teacher concerned.

Art. 57. (1) Rest leave shall be taken every year.

(2) If the employee, for justified reasons, cannot take the annual rest leave to which he/she was entitled in the respective calendar year, in whole or in part, with the consent of the person concerned, the employer shall be obliged to grant the untaken rest leave within a period of 18 months starting from the year following the year in which the entitlement to annual rest leave arose.

(3) The taking of rest leave shall be based on an individual schedule, drawn up by the end of the calendar year, for the following year, established by the employer, in consultation with the employee, for individual schedules.

(4) The individual schedule may determine the date of the leave or, as the case may be, the period during which the employee is entitled to take the leave.

(5) In the case of leave scheduling in instalments, the employer is obliged to set the scheduling in such a way that each employee shall take at least 10 uninterrupted working days in a calendar year.

(6) Compensation in money for untaken rest leave is allowed only in case of termination of the individual employment contract.

Art. 58. (1) For the period of rest leave, the employee shall receive a leave allowance calculated according to the provisions in force.

(2) The rest leave allowance shall be paid by the employer at least 5 working days before the departure on leave.

Art. 59. (1) Rest leave may be interrupted at the employee's request for objective reasons.

(2) The employer may recall the employee from the rest leave in case of force majeure or for urgent interests requiring the employee's presence at the workplace, with the obligation to bear all expenses of the employee and his family, necessary for the return to the workplace, as well as any damage suffered by the employee as a result of the interruption of the rest leave.

Art. 60. (1) In case of force majeure or urgent interests requiring the employee's presence at work, he/she may be recalled from leave by a decision of the University's governing bodies, formulated in writing. In case of recall, the persons concerned shall be entitled to reimbursement of all expenses incurred by the employee and his/her family necessary for his/her return and of any damage suffered by him/her as a result of the interruption of the rest leave. Such expenses shall be borne by the University to the extent that they are proven by documentary evidence and by establishing a clear link between such damages and the fact of recall.

(2) The scheduling of the remaining unused days of rest leave shall be made by mutual agreement between the University management and the employee within the limits of the legislation in force and the present regulations.

(3) The record of the taking of rest leave shall be kept in a separate register, for each employee, together with the record of medical leave, training leave, unpaid leave, leave of absence and unjustified absence by the persons referred to in these Regulations.

(4) The schedule of rest leave may be changed at the request of the employee or the rest leave may be interrupted at the request of the employee for objective reasons such as:

- a) The employee is on sick leave;
- b) The employee has rest leave before or after maternity leave;
- c) The employee is required to perform public duties;
- d) The employee is required to fulfil military obligations;
- e) The employee must attend a qualification, retraining, further training or specialisation course in the country or abroad;
- f) The employee has a medical recommendation to undergo treatment in a spa resort, in which case the starting date of the rest leave will be indicated in the medical recommendation;

- g) The employee is on paid leave for the care of a child up to 2 years of age;
- h) Major strength.

Art. 60. (1) In case of special family events, the employee is entitled to paid days off, which are not included in the duration of the rest leave.

(2) Employees are entitled to paid days off for special family events or other situations as follows:

- a) Marriage of the employee - 5 days;
- b) Marriage of a child - 2 days;
- c) Birth of a child - 5 days + 10 days if childcare course attended;
- d) Death of spouse, child, parents, parents-in-law - 3 days;
- e) Death of grandparents, brothers, sisters - 1 day;
- f) Blood donors - according to the law;
- g) When changing job within the same establishment, with moving residence to another locality - 5 days.

(3) To solve personal situations, employees have the right to leave without pay for a maximum of 90 days with the approval of the management of the unit and with the reservation of the post in accordance with the legal provisions in force.

Art. 61. (1) The weekly rest is 48 consecutive hours, as a rule on Saturdays and Sundays or on other days, if rest on Saturdays and Sundays would be detrimental to the public interest or to the normal course of the unit's activity.

(2) In the case of urgent work, the immediate execution of which is necessary for the organization of measures to save persons or property of the employer, to avoid imminent accidents or to remove the effects of such accidents on the materials, installations or buildings of the establishment, the weekly rest period may be suspended for the personnel necessary for the execution of such work.

(3) The compensation granted to employees for the modification/suspension of weekly rest shall be in accordance with the legal provisions in force.

Art. 62. (1) The legal holidays on which no work is performed are:

- 1 and 2 January;

- 24 January - Day of the Romanian Principalities;
- Good Friday, the last Friday before Easter;
- The first and second day of Easter;
- 1 May;
- 1 June;
- First and second day of Pentecost;
- 15 August - Assumption of the Virgin Mary;
- 30 November - Saint Andrew the First Called, Patron Saint of Romania;
- 1 December;
- First and second day of Christmas;
- 2 days for each of the two annual religious holidays declared as such by legal religious denominations other than Christian, for persons belonging to them.

(2) The granting of days off shall be made by the employer.

(3) If, for justified reasons, days off are not granted, employees shall be entitled, for work performed on legal holidays, to an increase in basic salary according to the legal provisions in force.

(4) The days off established in accordance with para. (1) for persons belonging to legal religious denominations, other than Christian denominations, shall be granted by the employer on days other than legal holidays established by law or annual rest days.

Art. 63. (1) Employees have the right to benefit, upon request, from paid or unpaid leave for vocational training.

(2) Unpaid leave for vocational training shall be granted at the request of the employee, for the period of vocational training that the employee is following on his/her own initiative.

(3) The employer may refuse the employee's request only if the employee's absence would seriously prejudice the performance of the activity.

(4) The request for unpaid leave for vocational training must be submitted to the employer at least one month before the training and must specify the starting date of the vocational training, the field and duration of the training, as well as the name of the vocational training institution.

(5) The unpaid leave for vocational training may be taken in parts during a calendar year, for the purpose of taking the graduation exams of some forms of education or for the purpose of taking the promotion exams in the following year in higher education institutions, in compliance with the legal provisions in force.

(6) The teaching staff holding a teaching post in the education system, who are requested abroad for teaching, research, artistic or sports activity, on a contract basis, as a result of agreements, governmental, inter-university or inter-institutional conventions, or sent for specialization, shall have their teaching post reserved for the period in question.

(7) Teaching staff holding a teaching post in education, who on their own initiative request to specialise or participate in scientific research in the country or abroad, shall be entitled to unpaid leave. The total duration of such leave may not exceed 3 years within a period of 7 years. Approvals in these situations are the responsibility of the management of the higher education institution or, where appropriate, of the administrative board, if proof of the activity in question is provided.

(8) Teaching staff holding a teaching post in education may be granted unpaid leave for one academic year, once every 10 years, with the approval of the higher education institution, with the reservation of the chair for that period.

(9) The period of reservation is considered as seniority in teaching.

Art. 64. (1) At the request of one of the parents the employer is obliged to grant:

- a) For families or persons with two children, one working day off per year shall be granted for the health care of children, as in the case of one child.
- b) For families or persons with 3 or more children, two working days off per year, consecutive or separate, as decided by the employer.

(2) If none of the parents or legal representatives of the child requests a working day off, it will not be carried over to the next calendar year.

(3) The request of the parent or legal representative of the child shall be submitted at least 15 working days before the visit to the doctor and shall be accompanied by an affidavit that the other parent or legal representative has not requested and will not request a working day off in that year.

(4) If, following checks carried out by the employer, it is established that both parents have requested time off contrary to the law, the subsequent possibility of benefiting from the provisions of the law shall be cancelled.

(5) Children aged 0-18 years are considered minors in the care and maintenance of their parents or legal representatives.

Article 65. (1) For the purpose of efficient organization of working time, in order to ensure the possibility of employees to earn income corresponding to the work performed, in relation to the actual working time, the employer shall ensure the work regulation, in the form corresponding to the specifics of each activity carried out in the University, according to the regulations in force.

(2) The work regulation applies to all categories of employees.

Section 3 - Salaries

Art.66. (1) The salary represents the consideration for the work performed by the employee under the individual employment contract and includes the basic salary, allowances, bonuses and other allowances.

(2) For work performed under the individual employment contract, each employee shall be entitled to a salary expressed in money, which shall be determined in accordance with the legal provisions in force, through individual negotiations.

(3) The employer may not negotiate and establish basic wages under the individual employment contract below the basic minimum gross hourly wage in the country.

(4) In setting and granting wages, any discrimination based on sex, sexual orientation, genetic characteristics, age, nationality, race, colour, ethnicity, religion, political opinion, social origin, disability, family situation or responsibility, trade union membership or activity is prohibited.

(5) The salary will be granted according to the salary scale approved annually by the Administrative Board, related to the economic situation of the faculty where the teacher is tenured, and to the qualifications obtained by the employee following the evaluation and achievement of the individual performance objectives/criteria imposed.

(6) The salary is confidential, the employer having the obligation to take the necessary measures to ensure confidentiality. In order to preserve this, the employer is obliged to take the necessary measures, such as:

- a) Access to the preparation and consultation of the payroll of employees to be carried out only by persons who have in the job description directly established duties and by the management of the establishment.
- b) Money will only be collected individually on the basis of a signature applied to the pay slips, at which time it will be handed over to the employee entitled to collect it, together with proof of its amount and of deductions made in accordance with the law, etc.

Art. 67. (1) Wages shall be paid as a rule after the 15th but not later than the 20th of the month following the month for which the work was performed.

(2) The salary shall be paid directly to the holder or to the person authorised by him or, in the event of the death of the holder, to the categories of persons established preferentially by law. Payment of the salary is usually made by card.

Art. 68. (1) No deductions from the salary may be made, except in the cases and under the conditions provided for by law.

(2) Deductions by way of damages caused to the employer may not be made unless the employee's debt is due, liquid and payable and has been established as such by a final and irrevocable court decision.

(3) In the case of multiple creditors of the employee, the following order shall be observed:

- a) Maintenance obligations according to the Civil Code;
- b) Contributions and taxes due to the State;
- c) Damages caused to public property by unlawful acts;
- d) Covering other debts;

(4) Cumulative salary deductions may not exceed half of net salary each month.

Art. 69. (1) The right of action in respect of salary entitlements and damages resulting from the non-fulfillment of all or part of the obligations relating to the salary market shall be time-barred within 3 years from the date on which such entitlements were due.

(2) The limitation period provided for in paragraph 1 shall be (1) shall be interrupted if the debtor acknowledges that he is entitled to the salary or wage entitlements.

Section 4. Access to the employer's premises

Art. 70. (1) The access of employees to the Employer's premises shall be based on a service pass issued and stamped by the Employer's management.

(2) The access of employees outside normal working hours is allowed only with the approval of the management of the unit, based on the opinion of the heads of services and functional departments to which the employees belong.

(3) Activities outside normal working hours may be carried out only on working days between 6 a.m. and 10 p.m. Exceptions to this rule may be obtained on the basis of supporting reports, in which the employees involved and the period of time requested are assessed.

Art.71. (1) Access to foreign persons is allowed only if they are in possession of appropriate travel orders or are collaborators of the employer or family members of employees.

(2) The access of the delegates is valid only for the department in which they have an interest and during the normal working hours. The department receiving the delegates shall be responsible for accompanying the delegate to the Employer's premises.

Art. 72. Employees are obliged to hand in their service badge at the end of the individual employment contract.

Art. 73. (1) The Employer has the disciplinary prerogative, having the right to apply, according to the law, disciplinary sanctions to the employees or whenever it finds that they have committed a disciplinary offence.

(2) Disciplinary misconduct is an act related to work and consisting of an action or inaction committed with guilt by the employee, by which he/she violated the legal rules, internal regulations, individual employment contract, University Charter, Code of Ethics and Professional Deontology of UVVG, orders and legal provisions of hierarchical leaders.

Art. 74. General prohibitions

General prohibitions:

- a) Presenting oneself at work in a state of inebriation or tiredness, introducing or consuming alcoholic beverages, practicing activities that contravene the duties of the job or that disturb the work of other employees;
- b) Failure to keep working hours, tardiness or unjustified absence;
- c) Leaving the workplace during working hours without permission or for other interests than those of the employer;
- d) Performing personal work during working hours or work that is not in the Employer's interest;
- e) Removing from the unit, by any means, any goods and documents belonging to it, without the written consent of the Employer's management;
- f) Misappropriation of any goods given in use, storage or for common use, as well as their functional and qualitative deterioration or decomposition, as a result of improper use or handling;
- g) Use for personal purposes, disclosure by any means or copying for others, without written approval of the management, of documents or information relating to the work of the Employer or data specified in the personal files or records of employees;
- h) Performing any paid or unpaid activity, during working hours or on your own time - for the benefit of a direct or indirect competitor of the Employer;
- i) Making notes, erasures, rectifications or signing for another employee in the attendance book;
- j) Inappropriate attitude towards other employees, towards the management of the establishment or towards the students (uncivilized conduct, insult, slander, abusive behaviour, hitting and damaging the body or health);
- k) Committing acts that could endanger the safety of the Employer, oneself or colleagues;
- l) Demonstrations likely to damage the image of the Employer;
- m) Use for personal purposes of the Employer's vehicles, any of its materials, fixed assets or raw materials;
- n) Smoking in enclosed public places, according to Law no. 349/2002 amended by Law no. 15/2016;
- o) Organizing meetings in the perimeter of the establishment without prior approval of the management;

- p) Inserting, spreading or displaying inside the institution of notices, posters, documents, etc. without the approval of the Employer;
- q) Partisan propaganda of a political party;
- r) Use of official University insignia on documents not issued and registered with the University;
- s) Receiving/requesting from other employees, students or strangers material or other advantages for the performance of work duties according to the job description and during working hours;
- t) Requesting/receiving material benefits or any other kind from students, in order to promote exams, co-op exams or projects;
- u) Presenting and using false documents;
- v) Violation of the secrecy of correspondence, including electronic correspondence.

Art. 75. (1) In order to provide a healthy and safe working environment, smoking, including the use of electronic cigarettes and the sale of tobacco products, is completely forbidden in the "Vasile Goldiș" Western University of Arad.

(2) It is also forbidden in the "Vasile Goldiș" Western University of Arad to use a tobacco logo or brand name to promote or market other products.

(3) Failure to comply with the provisions of art. 57 para. (1) and (2) shall be sanctioned with a fine of up to 500 lei, and is considered a serious disciplinary offence for employees and students.

(4) "Vasile Goldiș" Western University of Arad, through the staff who manages the spaces, will proceed to mark the spaces with signs indicating "No Smoking" and the use of the international symbol, i.e. a cigarette with a transverse line.

(5) The institution in which "Vasile Goldiș" Western University of Arad does not take the necessary measures for the application of the provisions of art. 57(1)-(4) may be sanctioned with a fine of 5000 lei from the first offence, with a fine of 10000 lei and with the complementary sanction of suspending the activity until the situation that led to the suspension of the activity at the second offence is remedied; committing a new violation of this law shall be punished with a fine of 15000 lei and with the complementary sanction of closure of the institution, according to art. 10 lit. B) of the Law no. 349 of 6 June 2002 for the

prevention and control of the effects of the consumption of tobacco products as amended by Law no. 15/2015.

Art. 76. (1) The culpable violation by employees of their work obligations, including the rules of conduct in the unit, constitutes a disciplinary offence and shall be punished as such, regardless of the function or position held by the person who committed the offence.

(2) It constitutes a disciplinary offence and shall be punished if the employees culpably violate their service obligations provided for by the legal provisions in force, the service obligations established in the individual employment contracts, in the job description, in the internal regulations, or in the orders and legal provisions of the hierarchical managers.

Chapter IX. DISCIPLINARY OFFENCES AND APPLICABLE SANCTIONS

Art. 77. (1) The employer has the disciplinary prerogative, having the right to apply, according to the law, disciplinary sanctions to its employees whenever it finds that they have committed a disciplinary offence.

(2) The act related to work and consisting of an action or inaction committed with guilt by the employee, by which he/she has violated the legal norms, the provisions of this Regulation, of the individual employment contract, the University Charter, the Code of Ethics and Professional Deontology of the UVVG, as well as any other legal provisions in force, constitutes disciplinary misconduct and shall be sanctioned regardless of the position held by the employee who has committed the misconduct.

(3) The teaching and research staff, the auxiliary teaching and research staff, as well as the management, guidance and control staff of the University shall be disciplinary liable for the violation of their duties according to the individual employment contract, as well as for the violation of the rules of conduct that damage the interest of teaching and the prestige of the institution. The rules of conduct are laid down in the University Charter, without prejudice to the right to opinion, freedom of expression and academic freedom.

Art. 78. (1) At least the following acts constitute disciplinary offences:

- a) **Negligence in service**, defined as the culpable violation, by the employee, of a duty of service, by not fulfilling it or by fulfilling it defectively, if a disturbance of the good functioning of the University or of one of its structures, or a damage to its

patrimony, or an important damage to the legal interests of a person has been ascertained;

- b) **Unjustified refusal to perform duties and tasks;**
- c) **Embezzlement**, defined as the misappropriation, use or trafficking, by the employee, for the benefit or for the benefit of another, of money, valuables or other property that he manages or administers;
- d) **Abuse in service against the interests of persons**, defined as the act of an employee who, in the exercise of his/her duties, knowingly fails to perform an act or performs it defectively and thereby causes damage to the legal interests of a person;
- e) **Abuse in the performance of duties by infringing rights**, defined as the infringement, by the employee, in the performance of duties, of the use or exercise of the rights of a citizen, or the creation of a situation of inferiority on the grounds of nationality, race, sex or religion;
- f) **Abuse in service against the interests of the University**, defined as the act of the employee who, in the exercise of his or her duties, knowingly fails to perform an act or performs it defectively, and thereby causes a significant disturbance to the proper functioning of the university or one of its structures, or a damage to its property, or a significant damage to the legal interests of the university;
- g) **Abusive conduct**, defined as the use of offensive expressions towards a person by an employee in the exercise of his/her duties, as well as blows or other acts of violence perpetrated by him/her; abusive conduct also constitutes the violation of the personal dignity of other employees by creating degrading, intimidating, hostile, humiliating or offensive environments, by discriminatory actions;
- h) **Intellectual forgery**, defined as the falsification of an official record in the course of its preparation by an employee in the exercise of his or her official duties, by attesting to circumstances that are not in accordance with the truth, or by knowingly omitting to insert data or circumstances;
- i) Indecent behaviour, inappropriate to the situation or place of work;
- j) Performing activities other than those set out in the job description, or in the duties set out in the individual employment contract, during working hours;
- k) Unjustified absence or repeated tardiness from work;
- l) Repeated and unapproved failure to comply with the work schedule;
- m) Leaving the institution during working hours without a work order, the approval of the hierarchical head or specific work assignments;

- n) Reporting for duty in an inebriated state;
- o) Refusal of the employee to undergo medical examinations;
- p) Interventions or attempts to resolve requests outside the legal framework;
- q) Failure to observe professional secrecy or confidentiality of work of this nature;
- r) Failure to comply with occupational health and safety rules, etc;

(2) **Serious misconduct** shall be those misconduct which, by the way it was committed, the consequences produced, the degree of guilt, have particularly affected the work process, by seriously violating the above provisions. The seriousness of the misconduct will be assessed in concrete terms during the preliminary disciplinary investigation, by corroborating all the factual and legal reasons that led to it. A disciplinary penalty will be imposed for serious misconduct found to be of this nature.

(3) **Repeated violations** of the provisions of this Regulation and other legal obligations, which the employee has committed within a period of 6 months and for which he/she will be sanctioned, after the legal procedure has been completed, with a disciplinary sanction, shall constitute repeated violations.

Art. 79. Disciplinary sanctions:

Depending on the seriousness of the disciplinary offence committed, the disciplinary sanctions to be applied are:

- a) Written warning;
- b) Demotion from the position, with the salary corresponding to the position in which the demotion was ordered for a period not exceeding 60 days;
- c) Reduction of basic salary for a period of 1-3 months by 5-10%;
- d) Reduction of the basic salary and/or, if applicable, of the management allowance for a period of 1-3 months by 5-10%;
- e) Disciplinary termination of the individual employment contract;

(2) The disciplinary sanctions that may be applied to teaching and research staff are the following:

- a) Written warning;
- b) Reduction of the basic salary, cumulated, where appropriate, with the management, supervision and control allowance;

- c) Suspension, for a fixed period of time, of the right to register for a competition for a senior teaching position or a management position, as a member of doctoral, master's or bachelor's degree committees;
- d) Removal from a management position in education;
- e) Disciplinary termination of employment contract;

Art. 80. (1) Disciplinary fines are prohibited.

(2) Only one sanction may be applied for the same disciplinary offence.

Violation of the ban on smoking at the workplace shall constitute serious disciplinary offences and shall be punished accordingly:

- a) With reduction of salary for a period of 3 months by up to 10% on the first offence and payment of compensation to cover the damage caused by the breach of the smoking rules;
- b) With termination of the individual employment contract on the second offence and payment of compensation to cover the damage caused by the breach of the smoking rules.

Smoking is not allowed in the University.

(3) The disciplinary sanction shall be cancelled by operation of law within 12 months of its application, if the employee is not given a new disciplinary sanction within this period. The cancellation of disciplinary sanctions shall be established by a written decision of the employer.

Art. 81. Absence from work for a period of 2 consecutive days without justified reasons shall result in the removal from work of the employee concerned on disciplinary grounds.

Art. 82. The application of disciplinary sanctions corresponding to offences committed by employees of other employers, seconded to the University, is the responsibility of the Rector or the person expressly empowered by him, in accordance with the duties established by the job description, for the entire period of secondment.

Art. 83. (1) In the case of disciplinary sanctions of temporary demotion or temporary reduction of the salary income, the employer is obliged to request the written consent of the employer with whom the seconded employee has concluded the individual employment contract.

(2) The disciplinary termination of the individual employment contract may be ordered only by the employer, following the urgent transmission of the documents proving the fulfilment of the disciplinary procedure by the organization to which the employee was seconded.

Chapter X. RULES ON DISCIPLINARY PROCEDURE

Art. 84. (1) Following the referral to the management of the University of the commission of a disciplinary offence or the finding of the violation by an employee of the legal norms, the Internal Regulations, the individual employment contract, the University Charter, the Code of Ethics and Professional Deontology of the University, the orders and legal provisions of the hierarchical managers of the University or the person empowered by him shall order the preliminary disciplinary investigation to be carried out, appointing a person or a commission for this purpose.

Art. 85. (1) With the exception of the sanction of a warning, no sanction may be imposed before a preliminary disciplinary investigation has been carried out.

(2) The disciplinary sanction of the teaching and research staff shall be applied only after the investigation of the alleged offence, hearing the person concerned and verifying his defence.

Art. 86. (1) The obligation to carry out the preliminary disciplinary investigation and to comply with the procedure prior to the application of the sanction is incumbent on the hierarchical superior of the employee who committed the disciplinary offence. A Disciplinary Committee shall be set up to investigate the disciplinary offence and propose the sanction.

(2) For the investigation of disciplinary offences committed by teaching staff, research staff or administrative staff, analysis committees shall be set up consisting of 3-5 members, teachers who have a teaching position at least equal to that of the offender.

(3) The review committees shall be appointed, as appropriate, by:

- a) Rector, with the approval of the University Senate;
- b) Ministry of National Education, for the management staff of higher education institutions and for the resolution of appeals against decisions of university senates;

(4) In order to conduct the preliminary disciplinary investigation, the employee shall be summoned in writing by the person/committee empowered by the employer to conduct the preliminary disciplinary investigation, specifying the subject, date, time and place of the

meeting. The Commission will summon the employee in writing, at least 5 working days before, by electronic mail, Posta Romana with confirmation of receipt.

(5) Failure of the employee to attend the summons made under the conditions provided for in para. (2) without an objective reason gives the employer the right to impose a sanction, without a prior disciplinary investigation.

(6) During the preliminary disciplinary investigation, the employee has the right to formulate and support all defences in his favour and to provide the person empowered to carry out the investigation with all the evidence and reasons he considers necessary, as well as the right to be assisted, at his request, by a lawyer or by a representative of the employees.

(7) The acts of the preliminary procedure and their results shall be recorded in a written report to be drawn up by the person authorised by the committee.

(8) The authorized person shall record in the University's General Register of Incoming and Outgoing Documents the documents presented in defence and the written statements made by the employee in the form of an explanatory note, together with the other research documents carried out.

(9) If the employee refuses to give the explanatory note, a report shall be drawn up by the person conducting the preliminary disciplinary investigation, stating his/her refusal to give the explanatory note, which shall be attached to the report.

(10) The preliminary disciplinary investigation requires the following aspects to be established:

- a) The circumstances in which the offence was committed;
- b) The degree of guilt of the employee;
- c) The consequences of the disciplinary offence;
- d) The general conduct of the employee in the service;
- e) Any disciplinary sanctions previously suffered by the employee;

(11) Upon completion of the preliminary disciplinary investigation, the person/committee appointed for this purpose shall draw up a report of findings, which shall include: indication of the subject of the disciplinary misconduct, description of the fact, description of how the preliminary disciplinary investigation was carried out and the hearing of the employee, presentation of the conditions and circumstances in which the fact was committed,

presentation of the consequences of the disciplinary misconduct, the employee's general conduct in the workplace and any disciplinary sanctions previously suffered by the employee, the determination of the employee's degree of guilt, the evidence administered and the proposals of the person/committee empowered by the Employer to carry out the preliminary disciplinary investigation to close the case or to discipline the employee.

The proceedings of the disciplinary committee shall be recorded in a register of minutes.

Art. 87. On the basis of the proposal of the disciplinary committee, the employer shall issue a written disciplinary decision within 30 calendar days from the date of becoming aware of the disciplinary offence, but not later than 6 months from the date of the offence.

Art. 88. The disciplinary sanction decision must include:

- a) The description of the act constituting the disciplinary offence;
- b) Specification of the provisions that have been violated;
- c) The reasons for the dismissal of the employee's defences during the preliminary disciplinary investigation, or the reasons why the investigation was not carried out due to the employee's non-appearance without an objective reason;
- d) The legal basis on which the disciplinary sanction is applied;
- e) The time limit within which the sanction may be appealed;
- f) The competent court to which the sanction can be appealed.

Article 89. (1) In the University, the proposal of disciplinary sanction shall be made by the head of the department or research, design, micro-production unit, by the dean or rector or at least 2/3 of the total number of members of the department, faculty council or university senate, as the case may be. They shall act upon a complaint received or shall self-investigate in the case of a directly observed misconduct.

(2) The disciplinary sanctions provided for in Article 312 para. (2) (a) and (b) of the Education Act, i.e. warning and reduction of the basic salary, together, where appropriate, with the management, guidance and control allowance, shall be determined by the faculty councils. The disciplinary sanctions provided for in art. 312 ali. (2) lit. c) - e), namely, the suspension, for a specific period of time, of the right to register for a competition for a higher teaching position or for a management, supervision and control position, as a member of a doctoral, master or bachelor's degree committee; dismissal from a management position in

teaching; disciplinary termination of the employment contract, shall be determined by the university senates.

(3) The dean or rector, as the case may be, shall enforce disciplinary sanctions.

Art. 90. The decision of sanction shall be communicated to the employee within 5 calendar days from the date of issue and shall take effect from the date of communication. The decision shall be delivered personally to the employee, with a signature of receipt, or, if the employee refuses to receive it, by registered letter, to the address or residence communicated by the employee to the human resources department of the institution.

Art. 91. The sanction decision may be appealed by the employee to the court in whose district the sanctioned person is domiciled/resident, within 30 calendar days from the date of communication.

Art. 92. Disciplinary sanctions shall be automatically cancelled as follows:

- a) Within 6 months of application, the disciplinary sanction consisting of "written warning";
- b) Within one year for other sanctions than "written warning".

Chapter XI. CRITERIA AND PROCEDURES FOR THE PROFESSIONAL EVALUATION OF EMPLOYEES

Art. 93. (1) The criteria and procedures for the professional evaluation of employees are regulated by the regulation on the evaluation of individual professional performance for auxiliary teaching and non-teaching staff approved by the University Senate in the meeting of 13.04.2014.

Art. 94. The professional training of employees may be carried out through the following forms:

- a) Participation in courses organized by the employer or by vocational training service providers in the country or abroad;
- b) Professional adaptation training to the requirements of the job and the workplace;
- c) Internships and specialization in the country and abroad;
- d) Apprenticeships organised at the workplace;
- e) Individualised training;

f) Other forms of training agreed between employer and employee.

Art. 95. (1) UVVG ensures participation in vocational training programmes for all employees, as follows:

- a) At least once every 2 years, if the organization has at least 21 employees;
- b) At least once every 3 years, if the organisation has less than 21 employees.

(2) Expenditure on participation in vocational training programmes, provided under the conditions of paragraph 1, shall be (1) shall be borne by the employer.

(3) If the employee initiates the participation in a vocational training program with the withdrawal from work, the employer shall examine the employee's request, together with the trade union or, where appropriate, the employee's representatives, and shall decide on the employee's request within 15 days of receipt of the request. The employer shall also decide on the conditions under which it will allow the employee to participate in the vocational training, including whether it will bear all or part of the cost thereof.

Chapter XII. PROCEDURE FOR DEALING WITH INDIVIDUAL REQUESTS OR COMPLAINTS FROM EMPLOYEES

Art. 96. (1) Insofar as he can prove the violation of his right, any interested employee may refer the provisions of this Regulation to the employer in writing, expressly specifying the provisions that violate his right and the legal provisions that the employee considers to be so violated.

(2) The employer shall designate a person who shall formulate answers to the individual requests or complaints of the employees regarding the manner of the working relationship between the employer and the employee in compliance with the provisions of the Regulation by the employees, which shall be communicated to them personally or by mail.

Art. 97. (1) The complaint thus formulated shall be registered in the general register of entries and exits of the Rectorate and shall be solved by the person specially empowered by the employer, in accordance with the duties established in the job description, or specified in the individual employment contract.

(2) The complaint will be solved and the answer will be drafted within a maximum of 5 days, after researching all the circumstances leading to the correct assessment of the facts and will be endorsed by the University management.

(3) After the reply has been registered in the General Intake and Outgoing Register, it will be communicated to the employee who has formulated the complaint/complaint immediately, in the following ways:

- a) Personally, under a receipt signature, specifying the date of receipt;
- b) By post, if the employee could not receive the reply in person within 2 days, by registered letter with acknowledgement of receipt.

Art. 98. The legality of the provisions contained in this Regulation shall be controlled by the courts - the court in whose district the employee has his/her domicile, residence or, if applicable, registered office, which may be seized within 30 days from the date of the employer's communication of the solution of the complaint made in compliance with the legal provisions.

Article 99. (1) The procedure for the amicable settlement of individual complaints of employees is the one established for the complaint of violation of personal rights of the employee by this Regulation.

(2) Complaints of employees in court shall not constitute grounds for termination of the individual employment contract.

Chapter XIII. PROTECTION OF PERSONAL DATA

Art. 100. The University processes personal data of employees for the following purposes provided for by legal provisions and/or necessary for compliance with legal provisions:

- Compliance with the terms of the employment contract, including the discharge of obligations established by law or collective agreements;
- Management, planning and organisation of work;
- Ensuring equality and diversity in the workplace;
- Ensuring health and safety at work;
- Assessing the work capacity of employees;
- Exploitation of social assistance rights;

- Exercising employment rights;
- Organising the termination of employment relationships.

Art. 101. The rules on the protection of personal data provided for purposes other than those mentioned, including for marketing purposes, are those mentioned in the documents and operations that preserve the evidence of the employees' consent for processing.

Art. 102. Employees who request the granting of facilities deriving from their status as employees of the University express their consent to the processing of their personal data for the purpose of granting those facilities under the conditions provided for in the agreement granting the facilities.

Art. 103. All employees are obliged to contact their hierarchical superior or the person responsible for the protection of personal data in order to obtain information and clarification regarding the protection of personal data.

Art. 104. All employees are obliged to immediately and in detail inform, in writing, their hierarchical superior or the person responsible for the protection of personal data of any concerns, suspicions or observations regarding the protection of personal data of employees and clients and/or collaborators of the company, of any disclosure of personal data and of any incident that may lead to the disclosure of personal data of which they become aware, by virtue of their duties and in any other circumstances, by any means.

Art. 105. If the danger with regard to personal data is imminent, the information shall be given by telephone and in writing. In view of the special importance that the company attaches to the protection of personal data, failure to comply with this obligation to provide information constitutes a serious disciplinary offence, which may result in the most severe disciplinary sanction from the first such offence.

Art. 106. Employees who process personal data are obliged not to do anything that might prejudice the necessary protection of personal data of employees and customers and/or collaborators of the company. The processing of personal data of which they become aware in the performance of their duties outside the internal rules on the use of such data is prohibited.

Art. 107. The use of personal data refers to, but is not limited to, any operation or set of operations performed on personal data or sets of personal data, with or without the use of

automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Article 108. In view of the special importance that the University attaches to the protection of personal data, breach of the obligation to comply with data protection rules constitutes a serious disciplinary offence, which may attract the most severe disciplinary sanction from the first such offence.

Chapter XIV. FINAL PROVISIONS

Article 109. (1) This Regulation shall be supplemented by the legal provisions applicable to it.

Art.110. (1) The management of the University together with the deans, department directors and heads of services shall draw up the job description for each employee of the "Vasile Goldiș" Western University of Arad.

(2) The job description shall be submitted for approval to the President of the Board of Directors or the Rector, as the case may be, and shall include: job requirements, tasks, competences and responsibilities, functional relations, limits of competence and ways of delegating duties.

(3) The Human Resources Department shall ensure that the contents of the job description are made known to each employee under signature.

(4) Each employee is obliged to know and respect the job description and these Internal Regulations. Failure to comply with these internal provisions shall entail the appropriate sanctions, in accordance with the legal provisions in force and these Internal Regulations.

This Regulation, in its revised form, was approved by the meeting of the Board of Directors on 01.07.2019, and comes into force from this date, becoming binding for all faculties, branches, departments, services and employees of the University, its provisions being brought to the attention of all staff through the management bodies and by posting at the Human Resources Department.

SENATE PRESIDENT,

Prof. Sorin Aristide BAŞCHIR, PhD

(signature and stamp illegible)

Endorsed COMMITTEE FOR CODES
REGULATIONS AND LEGAL MATTERS,

President,

Prof. Daniel BERLINGHER, PhD

(signature and stamp illegible)

