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AMENDMENT APPROVED AT TUM SENATE MEETING  
OF 25.06.2019 PROTOCOL NR. 11

**INTERNAL REGULATIONS OF THE PUBLIC INSTITUTION  
TECHNICAL UNIVERSITY OF MOLDOVA**

## **I. GENERAL PROVISIONS**

Art.1. (1) This Internal Regulation contains rules and norms of conduct necessary for the proper conduct of the internal activity of the Technical University of Moldova (hereinafter referred to as TUM), establishing the specific manner of application of the legal provisions in the field of employment relations concluded between TUM, represented by the Rector and the staff employed on a fixed or indefinite employment contract or under other conditions permitted by law, as well as the rights and obligations arising from these legal relations, in accordance with the labor legislation in force.

(2) The provisions of this Regulation ensure the functioning of the TUM under the conditions of an internal climate conducive to high institutional and individual performance of employees and students, based on the following principles:

- a) the principle of freedom of labor;
- b) the principle of academic freedom;
- c) the principle of consensus and good faith;
- d) the principle of equal opportunities and elimination of discrimination;
- e) the principle of solidarity;
- f) the principle of transparency (mutual information and consultation);
- g) the principle of mutual respect both between the institution and the employee, respectively between employees, as well as respect for the authority conferred by law to the management, teaching and administrative structures and the dignity of each employee;
- h) the principle of freedom of association to defend rights and promote professional, social, cultural and economic interests;
- i) the deontological principle;
- j) the principle of personal and public accountability for the quality of all teaching, research or administrative activity.

Art.2. (1) One of the basic obligations of the employees is to respect work discipline.

(2) Work discipline is the obligation of all employees to abide by rules of conduct established in accordance with the Labor Code, other normative acts, collective agreements, collective and individual employment contracts, as well as with the normative acts at the level of the TUM,

including the TUM Internal Regulations.

(3) Work discipline is ensured in the TUM through the creation by the employer of the economic, social, legal and organizational conditions necessary for highly productive work, the formation of a conscious attitude towards work, the application of incentives and rewards for conscientious work, as well as sanctions in case of disciplinary offences, and the activity of each employee, according to his/her competences and duties, will be oriented towards the full and qualitative fulfillment of TUM's mission regarding the training of future highly qualified specialists. (1) This Regulation has been developed in accordance with Articles 198-199 of the Labor Code and aims to contribute to strengthening work discipline, rational and efficient use of working time, increasing productivity and efficiency of work at the TUM, complying with the requirements imposed by the following normative acts: the Education Code of RM, the Labor Code of RM, the Law on the Unified Salary System in the Budgetary Sector (Law no.

270/2018), the Law on Occupational Safety and Health (Law no. 186/2008), the Government Decision for the implementation of the provisions of Law no. 270/2018 on the unitary system of salaries in the budgetary sector (GD no. 1231/2018 Government Decision on the conditions of remuneration of staff in educational institutions operating under financial-economic self-management (GD no. 1234/2018), the Government Decision on the mode of operation of state higher education institutions under conditions of financial autonomy (HG no. 983/2012), the Regulation on the mode of filling teaching positions in higher education institutions (HG 854/2010), other normative acts in force, taking into account also the collective labor contract in force at UTM, as well as the UTM Charter.

(2) Any subsequent amendments or additions to the Regulation shall take into account possible changes in the legislation specific to the field of activity of the TUM. Art.4. (1) This Regulation establishes the rules of discipline binding for all employees of the TUM, regardless of the form and duration of the individual employment contract, the category of employees in which they are classified, the position they hold or the hierarchical position occupied.

(2) In the case of delegation of TUM employees to other institutions, they shall be obliged to comply with the provisions of this Regulation as well as with the provisions of the regulations in force of the institutions to which they are delegated. Delegated officials of other institutions shall be required to comply with the provisions of their own regulations as well as with the provisions of these Rules. Art.5. (1) In accordance with the provisions of Article 117 of the Education Code of the Republic of Moldova, the following categories of employees work at the University:

I.

Teaching staff - university assistants, instructors, trainers, coaches, as well as teachers from TUM Technical College; Scientific and teaching staff - university lecturers and university professors;

II.

III. Management staff - the Rector, Vice-Rectors, Deans, Vice-Deans, Heads of Departments, Heads of administrative subdivisions at TUM;

IV. Scientific staff - coordinating research scientist, trainee research scientist, principal research scientist, research scientist, senior research scientist, visiting research scientist;

V. Complex education staff:

a) *Auxiliary teaching staff* - librarians, bibliographers, engineers from the academic departments of TUM, laboratory assistants;

b) *Administrative and technical staff* - secretaries, UTM Secretariat employees, employees of the Academic Management and Quality Assurance Department, Finance and Accounting Department, Resource Management Department, Information Technology and Communications Department, dormitory administrators, engineers of various specialties, management staff in the field of public catering (Student Canteen), stewards of the study and administrative bodies;

*Auxiliary and service staff* - workers of various qualifications, security guards, cooks, bakers, dormitory and study hall service staff, room and grounds keepers, drivers, etc.

(2) MTU employees, regardless of the category to which they belong, may be basic employees or aggregate employees of the MTU.

(3) The job duties of all staff employed are set out in the job description annexed to the individual contract. During the term of the employment contract, employees must conscientiously fulfill their obligations arising from the job description and, including over and above it, act in accordance with the objectives and principles of the MTU.

(4) Employees on external contracts have similar obligations and rights in their relationship with UTM, except for the right to be elected to management positions, the right to elect.

Art.6. (1) TUM is obliged to inform employees, based on the principle of transparency, by placing

information on the TUM website (except for personal data), about:

- TUM development strategy;
- the economic situation of UTM;
- TUM's recent and upcoming activities;
- the current situation and trends concerning the establishment plan and the actual staffing of the institution;
- decisions that may lead to significant changes in the organization of work, in the conduct of employment relationships, especially in terms of job cuts;
- the admission plan for the following academic year;
- other activities.

(2) UTM reserves the right to refuse, in accordance with the legislation in force, the communication of certain confidential information, including personal data, which would harm the proper functioning of UTM.

Art. 7. Within the TUM, labor relations between the TUM management and employees, as well as relations between employees are governed by the principle of non-discrimination, with respect for the authority conferred by law to the management structures.

## **II. CONCLUSION, PERFORMANCE AND TERMINATION OF THE INDIVIDUAL EMPLOYMENT CONTRACT**

Article 8.

(1) Employment shall be made by concluding an individual employment contract in written form. The individual employment contract may be concluded for an indefinite period or for a fixed term, in the special cases provided for by the Labor Code of the RM.

(2) Unjustified refusal of employment is prohibited.

Any direct or indirect limitation of rights or any direct or indirect establishment of advantages when concluding an individual employment contract on grounds of sex, race, ethnic origin, religion, domicile, political opinion or social origin shall be prohibited.

The refusal of employment shall be made in writing, indicating the data provided for in Art. 49 para.

(1)b) of the Labor Code, and can be challenged in court.

(3) The terms of the individual employment contract may not contain provisions to the contrary or

rights below the minimum level laid down by normative acts or by the collective bargaining agreement.

(4) The recruitment of teaching and scientific-educational staff to a vacant post is only on the basis of a competition, organized and conducted in accordance the law. The specific conditions and criteria for the employment of teaching and scientific-educational staff are laid down in the regulations in force, which regulate this aspect.

(5) Exceptionally, it is possible to be hired for the duration of a study year if there are vacancies in TUM departments. (1) The individual employment contract shall be drawn up in duplicate, signed by the parties and assigned a number from the register of individual employment contracts of UTM, and stamped with the stamp with the coat of arms. One copy of the individual employment contract shall be given to the employee and the other shall be kept in the personal file at the Human Resources Service of the UTM.

(2) At the conclusion of the individual employment contract, the person to be hired shall submit to the Human Resources Service of the University the following documents:

a) identity card or other document;

b) military registration documents - for conscripts and reservists; c), qualification certificate confirming special training - for professions requiring special knowledge or skills;

d) medical certificate in all cases;

e) copy of the social insurance certificate; a sworn statement that, during the previous employment, he/she has not violated the provisions of Article 6 para. (2) of the Law No. 325 of December 23, 2013 on Institutional Integrity Assessment, except in cases when the person is entering the employment for the first time.

It is forbidden to request from the persons undertaking other documents than those listed above. (3) The individual employment contract shall be concluded in writing and shall take effect from the date of signature, unless the contract provides otherwise.

(4) Employment is legalized by order of the Rector, which is issued on the basis of the individual employment contract negotiated and signed by the parties.

The employment order shall be brought to the employee's attention, under signature,

within 3 working days from the date of signature by the parties of the individual employment contract. At the written request of the employee, the employer shall issue to the employee a copy of the order, legalized in the prescribed manner, within 3 working days.

(5) When hiring or transferring the employee to another position, according to the provisions of the Labor Code, the employer is obliged:

a) make him aware of his position, working conditions, rights and obligations; b) to inform them of the TUM's internal rules and the collective agreement; c) familiarize them with occupational health and safety rules, occupational hygiene, fire safety measures, etc.

Art.10. (1) In order to verify the professional skills of the employee, a probationary period of not more than 3 months and, respectively, of not more than 6 months - in the case of persons with a position of responsibility - may be established for the employee upon conclusion of the individual employment contract. In the case of the employment of unskilled workers, the probationary period shall be fixed, by way of exception, and may not exceed 30 calendar days.

(2) The duration of the probationary period for employees on fixed-term employment contracts shall not exceed:

a) 15 calendar days for an individual employment contract between 3 and 6 months;

b) 30 calendar days for an individual employment contract more than 6 months.

(3) During the probationary period, the employee benefits from all the rights and fulfills all the obligations provided for by the labor legislation, by this Regulation, by the collective and individual employment contract.

(4) With regard to the prohibition of probation, the provisions of Art. 62 CM RM shall apply.

(5) The probationary period constitutes seniority.

(6) If, during the probationary period, the individual contract has not been terminated on the grounds provided for by the CM RM, the action of the contract shall continue and its subsequent termination shall take place on general grounds.

(7) If the result of the probationary period is unsatisfactory, this shall be stated in the order on dismissal of the employee, issued by the Rector until the expiry of the probationary period, without payment of the severance indemnity. The employee has the right to challenge the dismissal in court.

(1) The individual employment contract may be amended only by agreement of the parties, by signing an additional agreement, which is an integral part of the individual employment contract. way of exception, unilateral amendment of the individual employment contract is possible only in the cases and under the conditions provided for by the CMRM.

(2) Modification of the individual employment contract shall be considered any change or addition which concerns:

- a) the duration of the contract;
- b) job specifics;
- c) the amount of remuneration for work;
- d) work and rest arrangements;
- e) specialty, profession, qualification, function;

f) the nature of the facilities and the manner in which they are granted if they are provided for in the contract. Art. 12. (1) The place of work may be temporarily changed by the employer

by moving the employee to another place of work or by secondment.

(2) During the period of travel on official business or secondment to another place of work, the employee retains his or her job, average salary and other rights provided for in the collective and individual employment contract.

(3) An employee may be sent official business for maximum of 60 calendar days. This period may be extended for up to one calendar year only with the written agreement of the employee.

(4) Secondment may be arranged only with the written agreement of the employee for a period not exceeding one year and shall be carried out on the basis of a separate individual contract of employment for a fixed period. In case of necessity, the period of secondment may, by agreement between the parties, be extended for a further year at most.

(5) Travel and/or secondments related to specific projects, in which certain employees are working, will be financed from the project account. Art. 13. The transfer of the employee to another permanent job within the MTU, with the modification of individual employment contract, as well as the employment by transfer to a permanent job in another unit, shall be allowed only with the written consent of the employee. Art. 14.

(1) The suspension of the individual employment contract may occur by right, by agreement of the parties or by unilateral act of the employee.



(2) Suspension of the individual employment contract means the suspension of the employee's work and the suspension of employer's payment of the employee's rights (salary, bonuses, other payments). (3) Suspension of the individual contract, with the exception of suspension in cases of maternity leave, sickness or trauma, non-payment or partial payment of wages or other mandatory payments for at least 2 consecutive months, and in the case of unsatisfactory working conditions from the point of view of labor protection, shall be made by order of the employer, which shall be brought to the employee's attention, under signature, no later than the date of suspension of the individual contract or resumption of work.

(4) The suspension of the individual employment contract in connection with the participation of employees in a professional training internship within an international mobility program will be governed by the provisions of the Regulation on the academic mobility of students and teachers of TUM.

(1) The individual employment contract may be terminated:

- a) in circumstances beyond the parties' control (Art. 82, 305 and 310 of the Labor Code);
- b) by written agreement of the parties (Art. 821 of the Labor Code);
- c) at the initiative of one of the parties (Art. 85 and 86 of the Labor Code).

(2) The termination of the individual employment contract shall be legalized by order of the Rector of UTM. The order on the termination of the individual employment contract is brought to the employee's attention, under signature, at the latest on the date of release from service, unless the employee does not work until the day of release from service (absence without cause, deprivation of liberty, etc.).

(3) On the day of the employee's release from work, the employer is obliged to pay in full the employee's due salary rights and to release the employee's work documents to the MTU.

(4) The day on which the individual employment contract is terminated is considered to be the last day of the employee's employment.

### **III. BASIC RIGHTS AND OBLIGATIONS OF THE UTM AND ITS EMPLOYEES**

#### **3.1. Employees' rights and obligations**

(1) Employees shall, in general, have the following rights:

- a) the conclusion, modification, suspension and termination of the individual employment contract, in the manner established by the Labor Code;
- b) at work, according to the terms of the individual contract;
- c) to a workplace, under the conditions stipulated by state standards on organization, protection and hygiene of work, collective bargaining and collective agreements;
- d) to be paid on time and in full, in accordance with his/her qualifications, the complexity, quantity and quality of the work performed;
- e) the right to rest, ensured by establishing normal working hours, by reducing working hours for certain professions and categories of employees, by granting rest and non- working holidays, paid annual leave;
- f) to full and truthful information about working conditions and the requirements for protection and hygiene at work;
- g) to the employer, employers, trade unions, central and local public administration bodies, labor courts;
- h) vocational training, retraining and further training, in accordance with the Labor Code and other normative acts;
- i) freedom of association in trade unions, including the right to form and join trade unions for the protection of his employment rights, freedoms and legitimate interests;
- j) to participate in the administration of the TUM, in accordance with the Labor Code, the Education Code and the collective bargaining agreement; to conduct collective negotiations
- k) and to conclude collective bargaining and collective agreements, through its representatives, to provide information on the execution of such contracts and agreements;

- l) to the defense, by methods not prohibited by law, of his employment rights, freedoms and legitimate interests;
  - m) the settlement of individual labor disputes and collective labor conflicts, including the right to strike, in the manner established by the Labor Code and other normative acts;
  - n) compensation for material and non-material damage caused in connection with the fulfillment of work obligations, in the manner established by the Labor Code and other normative acts;
  - o) compulsory social and health insurance, as provided for by the legislation in force.
- (2) Teachers' specific rights:

- a) to choose the forms and methods of teaching, textbooks, teaching aids and teaching materials approved by the Ministry of Education, Culture and Research that they consider appropriate for the realization of state educational standards;
- b) to have their previous teaching and research activity included in their teaching seniority in the event of transfer to another educational institution offering a different level of study;
- c) benefit from extended rest leave;
- d) to be granted, on a contractual basis, leave of up to 3 months, with maintenance of salary, for the development of textbooks, methodical works, monographs, at the request of the Ministry of Education, Culture and Research;
- e) to elect and be elected to the governing, administrative and advisory bodies of the educational institution;
- f) apply, on their own initiative, for the award of teaching degrees and scientific titles.

(3) Employees may not waive the rights guaranteed to them by law. Any transaction intended to waive or limit the legal rights of employees shall be null and void.

Art.17. (1) The employee has, mainly, the following obligations:

- a) to perform his/her duties in terms of quality and quantity in accordance with his/her job description;
- b) to fulfill the established work rules;

- c) comply with the provisions contained in the TUM Charter, the TUM Internal Regulations, the other internal regulations, the applicable collective bargaining agreement and the individual employment contract;
- d) respect work discipline;
- e) comply with occupational health and safety requirements;
- f) show a good housekeeping attitude towards the property of UTM and other employees;

g) to immediately inform the TUM administration or the immediate superior of any situation that poses a danger to the life and health of people or to the integrity of the TUM heritage;

- h) to perform all duties assigned to him/her at work, being responsible for their correct and timely performance;
- i) to use working time for the performance of duties;
- j) to respect the time allowed for meal breaks;
- k) to use corporate mail for work-related communication within the TUM;
- l) leave the workplace clean and tidy at the end of the working day;
- m) to be loyal to the TUM in the performance of their duties and to observe professional secrecy;
- n) to keep in good condition the material goods under its management, not to damage, decompose or remove components;
- o) to show respect and good faith in their dealings with the UTM and colleagues<sup>1</sup> and, implicitly, not to resort to harassing and slanderous attitudes and actions; not to organize,
- p) carry out or support higher education or scientific research activities outside TUM, if they are contrary to the interests of TUM, i.e. without prior approval of TUM management;
- q) on leaving UTM by terminating his employment, to return the inventory items entrusted to him and to settle all his debts to UTM.

(2) Teachers' specific obligations:

- a) to respect ethical norms in their work, to cultivate, by their own example, the moral principles of justice, equity, humanism, generosity, hard work, patriotism and other virtues;
- b) to ensure the smooth running of the educational process, the thorough understanding of the study programs and the development of the competences of young students;
- c) to respect academic honesty and intellectual fairness by avoiding and declaring forms of plagiarism, copying, "fabrication" of research results, infringement of intellectual property and copyright;

- d) ensure the life safety and health protection of students/students in the educational process;
  - e) to conduct the education and training process in the spirit of respect for the family, parents, adults, respect for national and universal cultural and spiritual values, to educate a caring attitude towards the environment;
  - f) to constantly improve their professional qualifications and pedagogical skills;
  - g) not to engage in chauvinist, nationalist, political, religious or militarist propaganda, as this is incompatible with teaching;
  - h) not to involve students/students in street actions (rallies, demonstrations, picketing, etc.);
  - i) submit at the end of the current academic year (at the latest by the date of departure on leave) the Annual Individual Work Report.
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<sup>1</sup> In this context, the term "colleague" means any member of the academic community (including young scholars), regardless of qualification, scientific title, scientific degree, position or hierarchical position.

### 3.2.TUM rights and obligations

Art. 18. (1) TUM, in its capacity as employer, has the following main rights:

- a) to conclude, amend, suspend and terminate individual employment contracts with employees in the manner and under the conditions established by the Labor Code and other normative acts;
- b) to require employees to fulfill their work obligations and to show a good housekeeping attitude towards the employer's property;
- c) to stimulate employees for efficient and conscientious work, by granting incentive payments from the planned fund for the remuneration of work, in the form of performance bonuses and/or specific bonuses. The manner and size of such payments shall be determined by specific regulations;
- d) to hold employees materially liable in the manner established by the Labor Code and other normative acts;
- e) to establish the organization and operating rules of the TUM, issuing various normative acts at TUM level;
- f) to establish the staffing scheme of the TUM; g) to exercise control over the performance of the duties; h) to decide on the creation of possibilities for the promotion of staff to higher positions within the TUM, taking into account the impending costs, financial possibilities and the prospects for the functioning of the subdivision; establish that disciplinary misconduct, including harassment and/or slander institutional and personal and apply sanctions.

In this context, the term "study year" shall mean the period between September 1 and the last day of rest leave, which is granted during the summer to the University's teaching staff member - employee of the University

(3) appropriate, in accordance with the law, the applicable collective bargaining agreement, this Regulation or other TUM regulations, as applicable; to establish the appropriate duties for each employee, according to the nature of the post occupied, within the limits of the law, having the right modify the job description, according to the development strategies and the needs of the TUM, in compliance with the legal provisions.

(2) The Employer shall, in particular, have the following obligations:

- a) comply with laws and other normative acts, the terms of the individual and collective employment contract and collective agreements;
- b) to provide its own staff with the best possible opportunities for professional advancement, including access to higher posts by competitive examination, in non-discriminatory competition with external candidates. In the absence of a regulation on the specific conditions of a post, the Senate Bureau is the body empowered to lay down these conditions. The decisions of the Senate Bureau on this matter shall be deemed implicitly to form an integral part of these Rules;
- c) to approve annually the TUM's establishment plans;
- d) to give employees the work provided for in the individual employment contract;
- e) to provide employees with working conditions appropriate to the requirements of labor protection and hygiene;
- f) to provide the employees with equipment, teaching material, tools, technical documentation and other means necessary for the fulfillment of their work obligations, taking into account the financial possibilities of the TUM;
- g) ensure equal pay for work of equal value in accordance with the legislation in force;
- h) to pay full wages within the time limits set by the Labor Code, the collective bargaining agreement and individual employment contracts;
- i) to conduct collective bargaining and to conclude the collective agreement in the manner established by the Labor Code;
- j) to provide employees' representatives with the full and truthful information necessary for the conclusion of the collective bargaining agreement and the monitoring of its fulfillment;
- k) to comply in time with the requirements of state supervisory and control bodies, to pay the fines imposed for violation of legislative and other normative acts containing labor law norms;



#### IV. WORK AND REST ARRANGEMENTS

- l) to examine the complaints of employees and their representatives regarding violations of legislative acts and other normative acts containing labor law norms, to take measures for their elimination, informing the mentioned persons within the time limits established by law;
- m) to create conditions for the participation of employees in the management of the TUM in the manner established by the Labor Code and other normative acts;
- n) provide employees with the social and sanitary conditions necessary for the fulfillment of their work obligations;
- o) to pay all contributions and taxes for which it is liable, and to withhold and remit the contributions and taxes owed by employees, in accordance with the law;
- p) to compensate the material and moral damage caused to employees in connection with the fulfillment of work obligations, in the manner established by the Labor Code and other normative acts;
- q) ensure the confidentiality of employees' personal data;
- r) to communicate periodically to the employees the economic and financial situation of the TUM, except for information which, by communication, is likely to prejudice the activity of the TUM;
- s) to release, upon request, all documents proving the applicant's membership of the university community, including data from the TUM archive;
- t) to ensure a judicious and fair environment at TUM, including by preventively and correctively discouraging approaches and attitudes of institutional and/or personal harassment and/or slander and, in general, bad faith;
- u) to resolve, in accordance with the law, employees' petitions and to keep their records. Requests submitted by employees the UTM Secretariat will be dealt with within 30 calendar days, and for emergency situations requests will be dealt with within 15 calendar days.
- v) fulfill other obligations laid down by the Labor Code, other normative acts, collective agreements, collective and individual employment contracts.

Art. 19.

(1) The normal working hours for teaching and scientific-educational staff shall be 148 hours per month, based on the reduced working week of 35 hours, and shall apply without changing the rules of the teaching duties. The normal working time of full-time non-teaching staff of the MTU is 8 hours 19 per day and 40 hours per week, realized in a 5-day working week.

(2) UTM has a 5-day working week with two rest days (for non-teaching staff).

(3) For certain categories of employees, depending on their age, state of health, working conditions and other circumstances, in accordance with the legislation in force and the individual employment contract, reduced working hours are set in accordance with the applicable legislation.

Reduced weekly working hours are:

- a) 24 hours for employees aged 15 to 16;
- b) 35 hours for employees aged 16 to 18;
- c) 35 hours for employees working in harmful working conditions;
- d) 18-35 hours for teachers;
- e) 30-35 hours for medical staff;
- f) 35 hours for employees balancing and study;
- g) for first and second degree disabled persons (if they do not benefit from higher allowances), a reduced working time of 30 hours per week is established, without any reduction in salary and other rights provided for by the legislation in force;
- h) a daily working time of 12 hours, followed by a rest period of at least 24 hours, may be laid down for certain occupations which are provided for in specific legislative acts.

Article 20. (1) By agreement between the employee and the employer, either at the time of recruitment or later, the partial working day or partial working week may be determined. At the request of a pregnant woman, an employee who has children up to the age of 14 or disabled children up to the age of 16 (including children under his/her guardianship) or an employee who is caring for a sick family member, as certified by a medical certificate, the employer shall necessarily determine the partial working day or partial working week.

(2) Remuneration for work in the cases provided for in paragraph. (1) shall be paid in proportion to the time worked or according to the amount of work done.

(3) Part-time work does not imply any limitation of the employee's rights concerning the calculation of seniority, the duration of annual rest leave or other employment rights. Art.21.

(1) With the written consent of the employee, individualized work schedules with a flexible working time regime are allowed.

(2) In work where the special nature of the work so requires, the working day may be segmented in the manner prescribed by law, provided that the total working time does not exceed the normal daily working time.

(3) The working day can also be divided into two segments: a fixed period, when the employee is at work, and a variable (mobile) period, when the employee chooses his or her arrival and departure times, within the normal daily working time.

(4) The staff involved in research activities at TUM carries out specific activities, established in the job description by the management of the respective scientific laboratory or the Scientific Investigations Directorate, with the consent of the person concerned. Their working regime is, as a rule, similar to that of other employees.

(5) The maximum daily working time may not exceed 10 hours within the normal working week of 40 hours.

#### Art. 22.

(1) Work starts at 800 and ends at 1700.

(2) Teachers' working time is regulated by the timetable of lessons.

(3) The daily working time on the eve of public holidays shall be reduced by two hours for all employees of the establishment, except for those who have been assigned, in accordance with Article 96 of the Labor Code, a reduced working time or, in accordance with Article 97 of the Labor Code, a partial working day, including cases when the working day on the eve of the public holiday has been transferred to another day.

(4) During school and student vacations the working hours and working arrangements of TUM employees may be determined in accordance with a timetable adopted by the TUM Board of Directors with the agreement of the Trade Union Committee.

(5) Attracting employees to additional work is carried out in strict accordance with the provisions of Art. 104-105 of the Labor Code.

#### Art. 23.

(1) At the MTU the records of the working time actually worked by each employee, including overtime work, work on rest days and on non-working holidays, shall be kept in the established manner.

(2) Attendance records are kept for each subdivision. The attendance record shall be drawn

up on collective timesheets by the heads of subdivision, countersigned by the Human Resources Department and submitted to the Accounting Officer by the 30th of the current month at the latest.

(3) For MTU employees, employed as a guard or doorman, the global record of working time, including overtime work, shall be applied, provided that the duration of working time does not exceed the number working hours established by the Labor Code of the RM. The period of record keeping must not exceed one year and the daily duration of working time (shift) may not exceed 12 hours.

In this case, the working day and working week shall be organized according to the shift schedule during the recording period. The length of the working week, the working arrangements - duration of the working hours (shift), starting and finishing , alternation of working and non-working days - are laid down in the Shift Schedule contract. Art.24. (1) Within the daily working hours, employees be granted a lunch break of 1 hour, starting from 1200 to 1300.

Lunch breaks are not included in working time.

(2) The daily rest period between the end of the working day on one day and the beginning of the working day on the day may not be less than twice the daily working time.

(3) A parent (guardian, curator) with children up to 3 years of age is granted, in addition to the meal break, additional breaks for feeding the child.

The above-mentioned additional breaks shall be granted once every 3 hours, each break lasting 30 minutes. For persons with 2 or more children under 3 years of age, the break shall be at least 1 hour.

Breaks for feeding the child are included in working time and are paid on the basis of the average wage.

(1) Weekly rest shall be granted for 2 consecutive days - Saturday and Sunday.

(2) Work on rest days is prohibited.

As an exception, employees may be drawn to work on rest days in strict accordance with the provisions of Art. 110 of the Labor Code.

Art.26. (1) The following non-working holidays shall be established at the UTM, with the maintenance of the average salary:

- a) December 25 - The Nativity of Jesus Christ (New Christmas);
- b) January 1 - New Year;
- c) January 7 and 8 - The Nativity of Jesus Christ (Christmas in the old style);

- d) March 8 - International Women's Day;
- e) the first and second days Easter (Resurrection of Jesus Christ) according to the Church calendar;
- f) the Monday one week after Easter (Memorial Easter or Paștele Blajinilor);
- g) May 1 - International Day of Solidarity for Working People;
- h) May 9 - Victory Day and commemoration of the heroes who died for the independence of the Motherland;
- i) August 27 - Independence Day of the Republic of Moldova;
- j) August 31 - "Our Language" holiday;
- October 14 - the feast day of mun. Chisinau.

(2) Work on public holidays is allowed only in the cases provided for in Art. 111 of the Labor

Code.

(4) On the eve of public holidays, the working time of staff on such days shall be reduced by 2

hours, except for staff whose working time has been reduced and partial working days, including cases where the working day on the eve of the public holiday has been transferred to another day.

Article 27. (1) Employees shall be entitled to annual rest leave, paid additional annual rest leave, social leave, unpaid leave, additional leave for studies. The duration of leave shall be determined by various normative acts.

(2) Rest for the first year employment is granted to employees after 6 months of employment in the establishment.

Before the expiry of 6 months employment in the establishment, rest leave for the first year employment shall be granted, on the basis of a written application, to the following categories of employees:

- a) women - before or immediately after maternity leave;
- b) employees aged up to 18;
- c) other employees, according to the legislation in force.

(3) Employees transferred from another establishment may also be granted annual rest leave before the expiry of 6 months of employment after the transfer.

(4) Annual rest for the following years employment shall be granted to the employee, upon written request, at any time of the year, according to the established schedule.

(5) Annual rest leave for the following year is scheduled by the employer agreement with employee representatives.

When scheduling annual rest leave, account is taken of both the wishes of employees and the need to ensure the smooth running of the TUM.

Scheduling annual rest leave is mandatory for both the employer and the employee. The schedule shall be drawn up by the head of the subdivision, in prior consultation with the Human Resources Department of the Resources Management Directorate, regarding the legal conditions for granting leave and the actual duration of the leave. An unjustified refusal by the Head of Sub-Division to submit the leave timetable shall be considered and penalized as a disciplinary infringement.

(6) Employees shall be notified in writing 2 weeks in advance of the starting date of the leave.

(7) The annual rest leave may be granted in full or, at the written request of the employee, may be divided into two parts, one of which shall be of at least 14 calendar days' duration.

(8) Rest leave is granted to employees on an annual basis according to the established schedule. (9) Additional annual rest leave is granted to employees in strict compliance with Art. 121 of the

Labor Code:

- a) employees working in harmful working conditions, the blind and young people up to the age of 18 are entitled to an additional paid annual rest leave of 4 calendar days;
- b) a parent with 2 or more children up to the age of 14 (or a disabled child) is granted an additional paid annual paid rest leave of 4 calendar days;
- c) managerial and specialized staff, whose work involves increased psycho-emotional strain, may be granted additional paid leave of 7 calendar days. The actual duration of additional leave for employees in the education sector is determined by the collective agreements (branch level) for the current period.

(10) Employees studying at higher education institutions are entitled to an additional, partially paid leave with 75% of the average basic salary:

- a) for the benchmark session, the execution of laboratory work and the holding of colloquia and exams - up to 30 calendar days per year;
- b) during the license or graduation exams - up to 30 calendar days;
- c) for the elaboration and defense of the bachelor's thesis, master's thesis - up to 90 calendar days.

(11) Teachers are entitled to additional leave of up to 3 months, with the same salary, for the development of textbooks, methodical works, monographs, at the request of the Ministry of Education, Culture and Research;

(12) In order to stimulate scientific research, the University's employees can benefit :

- a) a paid leave of up to 6 months, not less rarely than once every 10 years of scientific activity, for the completion of treatises, studies included in the scientific research programs of the University, with the approval of the University Senate;
- b) a paid leave of up to one year, once only, for the purpose of writing a doctoral thesis, with the approval of the University Senate.

(1) An employee may be recalled from annual rest leave by order of the Rector, only with the written consent of the employee and only for unforeseen work situations, which require his/her presence at the TUM.

(2) In the event of recall, the employee must use the rest of the days of rest leave after the situation has ceased or on another date agreed by the parties within the same

calendar year.

(3) An employee's refusal use remaining part of his annual rest leave is void.

Art. 29. (1) Persons employed for a fixed period, including retired persons, shall be entitled to annual paid rest leave directly proportional to the period of employment<sup>3</sup> at the MTU.

(2) In the event of suspension of the individual employment contract (enlistment for military service on term, military service with reduced term or civilian service; fixed-term establishment of the degree of disability as a result of an accident at work or occupational disease; care of sick child up to the age of 10 years; leave for the care of a child up to the age of 6; holding an elective office in public authorities, trade unions or employers' bodies) or termination of the individual employment contract, the employee is entitled to compensation for all unused annual rest leave.

Art.30. (1) For family and other valid reasons, on the basis of a written request, the employee may be granted, with the consent of the hierarchical superior, unpaid leave of up to 120 calendar days, for which purpose an order shall be issued.

(2) A parent who has two or more children up to the age of 14 (or a disabled child, unmarried single parents with a child of the same age shall be granted unpaid leave of at least 14 calendar days annually, upon written request, to a single unmarried parent with a child of the same age. This leave may be taken in addition to annual rest leave or may be used separately (in whole or in part) during periods agreed with the employer.

Art.31. Upon presentation of the respective documents, employees shall benefit from additional paid leave on family grounds, expressed in working days, in the following cases:

- a) marriage of the employee or marriage of the employee's child - 3 days;
- b) - 2 days;
- c) the death of first and second-degree relatives - 3 days, and if there is a need to travel more than 300 km - 5 days;
- d) parents with children in grades I - IV - 1 day at the beginning of the school year and at the end of the school year;

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<sup>3</sup> The period of employment shall be calculated from the moment of the conclusion of the last individual employment contract between the MTU and the employee.



- e) family member joining the National Army - 1 day;
- f) employee's jubilee (40, 50, 60, 70 years) and reaching retirement age - 1 day;
- g) persons who during the previous calendar year did not receive sick leave, except for maternity leave - 3 days;
- h) the father of the newborn child - 14 days in the first 56 days after the birth.

## V. WAGES

(1) For work performed under an individual employment contract, each employee shall be entitled to a salary expressed in money, in national currency.

(2) Salaries include basic salary, allowances, bonuses and other allowances.

(3) Wages are paid before any other pecuniary obligations of the employer.

(1) The basic salary shall be established in relation to the responsibility, difficulty and complexity of the tasks, as well as to the level of training required for the position held, the quality of previous performance and the results obtained, in accordance with the legislative provisions in force on the system of establishing basic salaries for staff in higher education institutions, under economic and financial self-management.

(2) The basic salaries for TUM positions, except for teachers and teaching staff, including management, scientific and innovation positions, are established differentiated by position, according to the legal provisions in force.

(3) The salaries of the teaching staff working at TUM, including those with managerial positions, are paid in accordance with the provisions of the Regulation on the TUM salary system.

## VI. INCENTIVES FOR SUCCESS AT WORK

Art.34. (1) For success in work, at the Univeristate are applied incentives the form of:

- a) thanks;
- b) prizes;
- c) diploma of merit.

(2) For outstanding success in work, merits towards the society and the state, employees may be nominated for state distinctions (orders, medals, honorary titles), they may be awarded state prizes. (3) Incentives are applied by the employer in agreement with employee representatives.

(5) Incentives shall be recorded in an order of the Rector and notified to the staff.

(6) Employees who conscientiously and efficiently fulfill their work obligations are entitled to priority entitlement to promotion in the service.

(7) Rewarding of TUM employees takes place in accordance with the institutional regulations on economic motivation of employees, approved by the TUM Senate.

## VII. RULES ON THE LEGAL LIABILITY OF PERSONS A LEGAL EMPLOYMENT RELATIONSHIP WITH THE UTM

Art.35. (1) TUM employees are obliged to fully and qualitatively fulfill their duties as stated in their job description, as well as the legal provisions of hierarchical superiors and TUM management.

(2) TUM employees (including management staff) are disciplinary liable for breach of their duties under the individual contract, as well as for breach of rules of conduct that harm the interest of education and the prestige of the University.

Art.36. (1) It is strictly forbidden for TUM employees:

- a) to refuse to perform tasks entrusted to them by their line managers which are related to their duties or are of pressing importance for the work of the TUM;
- b) use for personal advantage the service relationship or intervene to deal with requests that do not fall within their competence;
- c) reporting to work in a state of alcoholic, toxic or narcotic intoxication;
- d) to alienate Know-How, documents or software belonging to the University to third parties, as well to provide data of a confidential nature or not of public interest;
- e) have unprincipled manifestations, which affect the working climate within the TUM or damage its reputation;
- f) to leave workplace for personal reasons without the prior notice and approval of the immediate superior;
- g) carry out unauthorized work while on the job;
- h) falsifying documents concerning various records (accounting, working time, student quota, stock of materials, etc.);
- i) to dispose of goods given for use or safekeeping;
  - j) to bring into the territory of the TUM any materials or products that could cause fires or explosions, except those used in the current activity;
  - k) participate in or provoke acts of violence;

- l) being late for work and/or being absent from work without good reason;
- m) to carry out any political activity on the premises of TUM;
- n) to commit acts of sexual harassment;
- o) engage in any form of prohibited religious activity (including proselytism);
- p) to refuse to undergo the medical examination required by law or requested by the TUM management;
- q) failure to fulfill other obligations described in the individual employment contract and job description.

(2) Employees of the University have the following work discipline obligations:

- a) respect the University's work program;
- b) in case of interruption of work activity for certain reasons (sick leave, other leaves, suspension of employment contract, secondment, delegation, sending to specialization courses, etc.) the University employees are obliged to respect the following rules:
  - inform the immediate superior of the purpose and duration of the interruption;
  - to submit to the hierarchical superior the legal documents serving as grounds for removal from service;
  - to hand over the property, documents and activities for which he/she is responsible to other persons under the signature of his/her superior.

If the interruption will last longer than the period initially set, the employee is obliged to inform the hierarchical superior in writing within a maximum of 3 days.

- a) to comply with the legal provisions regarding the flow of documents and their preparation and any other documents specific to each job;
- b) to notify the Human Resources Service of any change in their personal data;
- c) to respect and ensure, throughout the duration of the individual employment contract, confidentiality with regard to colleagues' personal data, including their salaries;
- d) to respect the legal right of individuals to have access to information<sup>4</sup> of public interest, under the conditions established by Law no. 982/11.05.2000 on access to information. Information of public interest may be made available to interested persons only with the prior approval of the Rector of the University.

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<sup>4</sup> Any documents, data, objects or activities, whatever their medium, form, mode of expression or manner of circulation, shall constitute information.

## 7.1. Disciplinary liability

Art.37. (1) The sole ground of disciplinary liability, the necessary and sufficient condition for its triggering, is the disciplinary misconduct, the act committed by the employee.

(2) Disciplinary misconduct is a work-related act consisting of an action or inaction committed with guilt by an employee of UTM, through which he/she has violated the legal rules, these Regulations, other internal regulations of UTM, the individual employment contract or the applicable collective bargaining agreement, orders and legal provisions of hierarchical superiors<sup>5</sup>.

(3) The following acts shall constitute disciplinary misconduct and shall be sanctioned according to the criteria and procedure established by the legislation in force and by this Regulation:

(4) the unjustified cessation of work;

(5) alienation of material goods belonging to TUM, without any legal grounds, their removal from TUM premises, their destruction;

(6) being late for work;

(7) performing work that is not related to the position held during working hours;

(8) trading in influence (including intervening to resolve petitions outside the legal framework and receiving undue advantage);

(9) intentionally concealing or intentionally failing to disclose an act constituting ;

(10) failure to comply with other work obligations set out in this Regulation, in the individual employment contract and in the applicable collective bargaining agreement and committing an act that meets the constituent elements required by law to be qualified as disciplinary misconduct.

(11) Disciplinary sanctions, as well as the procedure for their application, have a differentiated regime, established by law, depending on the status of the employee suspected of having committed a disciplinary offense. When applying disciplinary sanctions, the employer shall take into account the seriousness of the disciplinary offense committed and other objective circumstances such as:

a) the circumstances in which the act was committed;

b) the degree of culpability of the employee;

c) the employee's general behavior at work;

d) any disciplinary sanctions imposed on the previous employee;

e) the consequences of disciplinary misconduct.

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<sup>5</sup> In this enumeration, the comma does not cumulate conditions, but is synonymous with the conjunction "and".

(12)

Fines and

other pecuniary sanctions for breaches of work discipline are prohibited. Only one disciplinary sanction may be imposed for the same disciplinary offense. Art. 38.

The following disciplinary sanctions may be applied for breaches of work discipline towards an employee:

- a) warning;
- b) reprimand;
- c) harsh reprimand;
- d) dismissal (on the grounds set out in Art. 86 para. (1) lit. g)-r) of the Labor Code<sup>6</sup>).

Art. 39. (1) Subject to absolute nullity, no sanction shall be imposed without prior investigation of the situation. Any employee who is suspected of having committed a disciplinary offense shall be presumed innocent and shall be guaranteed the right to defense. To this end, the employee will be asked to provide a written explanation of the . Refusal to provide the required explanation is recorded in a written record signed by a representative of the employer and a representative of the employee.

(2) Depending on the seriousness of the offense committed by the employee, the Rector is also entitled to organize an on-duty investigation. During the investigation, the employee has the right to explain his/her attitude and to present to the person in charge of the investigation all the evidence and justifications he/she deems necessary. The Rector of the University shall issue an order for the conduct of the service inquiry, by which a committee of a maximum of 7 members shall be formed, one of whom shall be appointed as chairman. The member of the commission may be the person who has shown high professionalism, objectivity and conscientiousness in appraisal, has enough experience in the work. In the composition of the committee, the representative of the Trade Union Committee of the University Employees shall be necessarily included. The work of the Commission of Inquiry will be carried out on the basis of its own Rules.

Art.40. (1) The proposal for sanction shall be made by the hierarchical superior or by at least 1/3 of the number of members of the subdivision to which the employee concerned belongs. The disciplinary sanction shall be applied, as a rule, immediately after the disciplinary offense has been ascertained, but not later than one month from the day of its ascertainment, without taking into account the time the employee is on annual leave, study leave or sick leave.

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<sup>6</sup> The reasons serving as grounds for dismissal provided for in lit. l-m shall relate exclusively to some misconduct committed by teachers.

(2) The disciplinary sanction cannot be applied after 6 months from the date of the disciplinary misconduct, and after 2 years from the date of the review or control of the economic-financial activity. The periods indicated do not include the duration of criminal proceedings.

(3) The disciplinary sanction is applied by an order, issued by the Rector, in which it mandatory (under penalty of absolute nullity):

a) description of the act constituting disciplinary misconduct (factual grounds);

b) the legal grounds for applying the sanction, specifying the normative acts, the provisions of which have been violated by the employee, as well the factual grounds of the violation;

c) the period within which the sanction can be challenged;

d) the body the sanction can be challenged.

(4) The sanctioning order shall be communicated to the employee, under signature, no later than 5 working days from the date on which it was issued and shall take effect from the date of communication. The employee's refusal to confirm by signature that the order has been served shall be recorded in a written record signed by a representative of the employer and a representative of the employee.

(5) The sanction order may be challenged by the employee in court within 3 months from the date of communication, in accordance with the provisions of Art. 355 of the Labor Code.

Article 41.

(1) The term validity of the disciplinary sanction shall be one year from the day of its application. If during this period the employee is not subject to a new disciplinary sanction, the disciplinary sanction shall be deemed not to have been imposed.

(2) The Rector has the right to revoke the disciplinary sanction within one year on his/her own initiative, at the request of the employee, at the request of the employee's representatives or at the request of the employee's immediate superior.

(3) Within the term of validity of the disciplinary sanction, the sanctioned employee shall not be entitled to the incentives provided for in Art. 203 of the Labor Code and Chapter VI of this Regulation, except for the bonuses granted on the occasion of professional and calendar holidays.

Art. 42.

(1) The warning shall be applied to the first offender for minor misconduct, slight negligence in the service and without damage to society, such as:

a) non-use of personal work equipment by employees whose work involves such an obligation;

b) failure to keep the clean and tidy;

- c) minor mistakes that do not seriously harm the University;
- d) unjustified and unannounced lateness of more than one hour, but not more than 4 consecutive hours, with the corresponding effect on the pay due for the time worked;

e) failure to carry out on time or improper performance of work ordered by the immediate superior or other acts of minor negligence committed by employees at work or in connection with work.

(2) Reprimand and severe reprimand as disciplinary sanctions shall apply in the following cases:

- a) repeating the offenses referred to in para. 1 within 6 months;
- b) leaving the workplace without notifying the immediate superior and without submitting a supporting document within 24 hours;
- c) breach of professional secrecy;
- d) unjustified refusal to carry out work and/or tasks ordered by the immediate superior;
- e) disregarding the Rector's orders and provisions regarding the flow of documents in the TUM;
- f) failure to comply with the provisions of the Rector's orders and provisions issued subject to legality;
- g) unauthorized application seals and stamps;
- h) violation by the teacher of the rules of professional ethics (use of indecent language towards students, pupils and colleagues, failure to comply with the rules of academic honesty and intellectual fairness by not avoiding and not disclosing forms of plagiarism, copying, "fabrication" of research results, infringement of intellectual property and copyright, etc.);
- i) failure to submit teacher's Individual Annual Work Report on time;
- j) failure by responsible employees to submit financial, accounting and statistical reports;
- k) unjustified refusal to provide urgent medical care (for medical office staff);
- l) refusal to carry out, as well as unjustified failure by the workplace managers to carry out activities related to labor protection;
- m) including false data in the timesheet.

(3) The following actions of the employee are considered to be a serious breach of employment obligations:

- a) the receipt and release of goods and funds without proper documentation;

- b) providing services through the use of office in return for remuneration, service or other benefits;
  - c) personal use of the money collected;
  - d) using the employer's property and assets under the employer's management (fixed assets owned, leased, rented, loaned) for personal purposes without the employer's written consent;
  - e) breach of the confidentiality clause; violation of occupational safety and health requirements,
  - f) established in written form by the head of the establishment, the designated worker, the internal or external protection and prevention service or the State Labor Inspectorate, if this violation has led to serious consequences (work accident, breakdown) or has created a real and imminent danger of such consequences;
  - g) refusal to pass the medical examination, if it is compulsory and the employee has been informed by the employer in writing of the obligation to pass the medical examination;
  - h) causing material damage the amount of which exceeds five projected average monthly wages.
- (4) For a serious breach of employment obligations, even once, the employer may order the dismissal of the guilty employee, in accordance with the provisions of Art. (1), letter p) CM RM.

## 7.2. Material liability

(1) The material liability is based on the individual employment contract and is based on the rules and principles of contractual civil liability.

(2) The party to the individual employment contract who, in connection with the performance of his employment obligations, has caused material damage to the other party shall be obliged to make good such damage. Termination of the employment relationship after the damage has been caused shall not release the party causing the damage from liability. It shall be for the injured party to prove the amount of the loss or damage to be made good. Art. 44. (1) UTM, in its capacity as employer, is obliged to make full compensation for the material damage caused to the employee in connection with the fulfillment of his/her work obligations. The amount of the material damage shall be calculated according to the market prices existing



in mun. Chisinau, at the date of compensation of the damage, according to statistical data. By agreement of the parties, the material damage may be compensated in kind.

(2) In order to redress the damage caused by the employer, the employee shall submit a written request in the name of the Rector, describing the circumstances as a result of which the damage was caused. The request shall be registered with the University Secretariat in accordance with these

Regulations. Following consideration by the Rector, a corresponding order shall be issued no later than 10 days from the date of registration of the complaint.

If the employee does not agree with the decision recorded in the Rector's order or if it has not been issued within the time limit indicated in para. 2, art. 44 of the present regulation, the employee is entitled to apply to the court of law for the settlement of the individual labor dispute.

Art. 45. (1) The employee is obliged to repair the material damage caused to the University as a result of his illegal and culpable action. The employee is exonerated from liability in the following situations, confirmed in the manner established by law:

- a) force majeure;
- b) extreme necessity;
- c) self-defense;
- d) performance of a legal or contractual obligation;
- e) within the normal limits of risk and loss of service.

(2) The employee is liable for the damage caused up to the average monthly salary. The total amount of deductions may not exceed 20 percent of the salary for each salary payment. The employee may also be held fully materially liable in the following situations:

- a) there is a contract of full material liability for failure to insure the integrity of goods and other valuables that have been handed over to the employee for safekeeping or other purposes. The contract is concluded in written form, only with employees who have reached age of 18 and who hold a position or perform work directly connected with the storage, processing, sale (delivery), transportation or use in the course of work of the valuables transferred to them;
- b) employee received the goods and other valuables for settlement on the basis of a single power of attorney or other documents;
- c) the damage was caused as a result of intentional culpable actions established by a court judgment;

- d) the injury was caused by an employee under the influence of alcohol, drugs or toxic substances. It also covers employees under 18 years of age;
- e) the damage has been caused by the intentional lack, destruction or damage of the goods transferred to the employee;
- f) there is an illicit consumption of material assets and money (for management staff);
- g) there is an unjustified use of investments and grants awarded to TUM;
- h) incorrect keeping of accounts and financial records or incorrect handling of material assets and money.

Art.46. (1) In case the employees jointly perform certain types of work related to the storage, processing, sale (delivery), transportation or use in the labor process of the values that have been transmitted to them, which makes it impossible to delimit the material liability of each employee and to conclude a contract of full material liability with him/her, collective material liability shall be established (e.g. in the situation of cooks and bakers in the student canteen or caretakers of service rooms in the study blocks of TUM, etc.).

(2) In such cases, contracts will be concluded on collective material liability. The written form of the contract is mandatory.

(3) In the case of voluntary compensation for the material damage caused to the MTU, the degree of guilt of each member of the subdivision concerned shall be determined by agreement between all the members of the collective and the employer's representative.

Art.47. (1) If the University has suffered material damage, the Rector is entitled initiate an investigation to determine the extent of the damage, the causes of its occurrence, the perpetrator of the damage and the degree of his guilt.

(2) In order to carry out the service inquiry, the Rector will order by order the establishment of a commission, which will include specialists in the fields of economics and law.

(3) In order to establish the cause of the damage, it is obligatory to request a written explanation from the employee suspected of causing the damage. The employee's refusal to provide such an explanation shall be recorded in a written record signed by a representative of the employer and the employee respectively.

(4) The employee has the right to acquaint himself/herself with all the materials gathered during the investigation. (1) The amount of the damage caused shall be determined according to the actual losses calculated on the basis of the accounting data, but shall not include the income forgone by the MTU as a result of the act committed by the employee.

(2) In the event of theft, loss, destruction or damage to University property, which is assigned to fixed assets, the amount of the damage shall be calculated on the basis of the inventory price the material values, less wear and tear, in accordance with the established rules.

In order to withhold from the guilty employee the amount of the material damage not exceeding the <sup>(3)</sup> average salary, the Rector shall issue a withholding order, not later than one month from the day of the determination of the amount

the damage. If the amount of the material damage to be withheld from the employee exceeds the average monthly salary, the withholding will be based on a court judgment.

(4) The employee responsible for causing the material damage may repair it voluntarily, in whole or in part.

(5) It is permissible to make reparation of the damage in installments if an agreement has reached. In this case, the employee must provide a written undertaking to make reparation voluntarily, specifying the specific time limits for payment.

(6) Under an agreement, the employee may repair the material damage caused by replacing it with an equivalent or making good what he has caused.

## VIII. RULES ON HEALTH AND SAFETY AT WORK

(1) The organization of labor protection at TUM shall be carried out in accordance with the provisions of the Labor Code, the Law on Occupational Safety and Health No 186-XVI of July 10, 2008 and other normative acts the field of occupational safety and health.

(2) In accordance with the relevant legislation, the measures necessary for the protection of the life, safety and health of employees in all aspects of work, including occupational risk prevention, information and training activities, as well as the implementation of the organization of work protection and the means necessary for it, shall be compulsorily ensured.

(3) Occupational safety and health measures do not create financial obligations for employees. Art. 50. (1) The MTU, as an employer, shall ensure that each employee receives sufficient and appropriate training in occupational safety and health, in particular in the form of:

– general introductory training, which is given by the specialist from the internal protection and prevention service to the following persons:

- new , regardless of the form and duration of the contract;
- those transferred to UTM from other units;

- those coming to TUM on secondments
- students for professional practices trainees and apprentices.

– the on-the-job training is done after the general introductory training by the direct manager of the workplace and is aimed at presenting the occupational risks, as well as the protection and prevention measures at the level of each workplace and/or . On-the-job training covers the above categories of employees as well as those transferred from one job to another within the University;

– periodic training shall be given by the manager of the workplace concerned. The interval between two periodic instructions for employees shall be determined by their own instructions according to the conditions of the workplace, but shall not exceed 6 months. For clerical staff the interval between two periodical instructions shall not exceed 12 months. This training shall be in addition to the scheduled training in the following cases:

when the employee has been absent from work for more than 30 calendar days; when changes have been made to the health and safety at work instructions; as a result of the employee's failure to comply with health safety instructions; when the employee resumes work after the accident; the performance of occasional or special work which is not part of the employee's normal work process; dealing with the consequences of damage, natural disasters, etc.; when changing your place of employment, job or work within the University; other situations provided for by the legislation in force.

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<sup>7</sup>For the purposes of this Regulation, the workplace manager is the person appointed by the employer to direct and supervise the work at a workplace, who is also responsible for compliance with the legal provisions on occupational safety and health. The list of concrete persons is established by order of the Rector of TUM.

The instruction on safety and health at work is the legal act, issued by the establishment, containing provisions, the observance of which by the employee is aimed at eliminating the accident-causing behavior of the employee.

(2) In order to supervise the health of employees in relation to the requirements of the workplace and in particular to occupational harmful factors, it is mandatory to have a medical check-up on recruitment, a periodic medical check-up and a medical examination upon resumption of work, in accordance with specific legal regulations. (1) The instructions<sup>8</sup> shall be drawn up for all occupations and works carried out at the TUM, taking into account their particularities and the specificities of the workplaces, and shall be prepared in accordance with the provisions of Government Decision no. 95 of February 5, 2009 approving the Regulation on the organization of activities for the protection of workers at work and prevention of occupational risks.

(2) The text of the instructions shall consist of laconic, distinct requirements, which shall exclude different interpretations. The requirements of the instructions shall be set out in a sequence consistent with the development of the work process and will be formulated on the basis of occupational safety and health regulations, instructions for use of work equipment and protective equipment issued by the manufacturer, as well as on the basis of technological documentation.

(3) Review of instructions will be ordered in the following cases:

new occupational safety and health legislation;

changes in the technological process, changing working conditions, use of new work equipment;

in the event of a breakdown or an accident at work due to imperfect instructions.

(4) Instructions are recorded in a register, multiplied to the required number and issued to employees.

Art.52. (1) In order to prevent accidents and occupational diseases, UTM assumes the obligation to take the necessary measures to:

a) ensuring the safety and health protection of employees;

b) prevention of occupational risks;

c) informing and training employees;

d) providing the organizational framework and means necessary for safety and health at work.

(2) UTM, as an employer, is obliged to apply occupational safety and health measures based on the following general principles of prevention:

a) risk avoidance;

- b) assessing risks that cannot be avoided;
- c) tackling risks at source;
- d) adapting work to human beings, in particular as regards the design of workplaces, the choice of work equipment and working methods, with a view to reducing monotonous and standardized work and reducing their effects on health;
- e) adapting to technical progress;
- f) replacing dangerous aspects with non-hazardous or less dangerous aspects;
- g) the development of a comprehensive and coherent prevention policy, including technology, work organization, working conditions, working conditions, social relations and the influence of factors in the working environment;
- h) giving collective protection measures priority over individual protection measures;
- i) providing appropriate instructions to employees.

Art. 53. Taking into account the nature of the activities in the institution, the TUM has the obligation:

- a) assess occupational risks, in particular when choosing work equipment, the chemical substances or preparations used and the design of workplaces;
- b) to ensure, following the assessment referred to in point a) and as necessary, the application of preventive measures and production and working methods leading to an improvement in the level of safety and health protection of workers and integrated into all University activities and at all hierarchical levels;
- c) consider the capacity of workers with regard to their health and safety whenever assigning them a task;
- d) ensure that the planning and introduction of new technology is subject to consultation with workers and/or their representatives on the safety and health consequences for employees of the choice of equipment, working conditions and the working environment;
- e) take appropriate measures to ensure that only employees who have received appropriate instructions have access to areas of serious and specific risk; to

employ only persons who,

- f) following medical examination and, where appropriate, psychological aptitude testing, are suitable for the work they are to perform and to ensure that periodic medical and, where appropriate, psychological check-ups after employment are carried out by the employees.

Art.54. (1) Each employee shall carry out his work in accordance with his training and instruction, as well as with the instructions received from the employer, so as not to expose himself and other persons who may be affected by his actions or omissions during the work process to the danger of occupational injury or occupational disease.

(2) In the performance of their duties, employees have the following

obligations: a) correctly use machines, appliances, tools, dangerous substances, transportation

equipment and other means of work;

b) make correct use of the personal protective equipment provided and, after use, return it or put it in its intended place of storage;

c) to exclude the arbitrary disconnection, changing or removal of protective devices on machinery, apparatus, tools, plant, installations, buildings and other constructions, and to use such devices correctly;

d) immediately inform the employer and/or the designated workers of any work situation which they have good reason to believe presents a serious risk to safety and health, and of any failure of protective systems;

e) report to their manager and/or employer any case of illness at work or any accident at

work suffered by them; cooperate with the employer and/or the designated workers, as far

f) as necessary, to enable any measures or requirements ordered by the labor inspectors to be carried out or to enable the employer ensure that working environment is safe and does not present occupational hazards in the worker's work;

g) learn and follow the instructions on health and safety at work.

Art.55. (1) In order to implement labor protection measures, the Occupational Safety and Health Committee shall be set up within the TUM, based on the principle of parity, with representatives of the employer and of the employees, respectively.

(2) The Occupational Safety and Health Committee has the following tasks:

- a) monitors legal regulations on health and safety at work applied and complied with;
- b) analyzing risk factors in the ;
- c) carries out its own research into occupational diseases and accidents work;
- d) carries out its own inspections on the application and enforcement of occupational health and safety rules;
- e) others.

(3) The Health and Safety at Work Committee shall be convened at the request of the Rector or his/her authorized representative whenever necessary.

(4) The meeting of the Safety and Health at Work Committee shall be convened at least 5 days in advance, when the set agenda shall be forwarded.

(6) The Safety and Health at Work Committee is legally convened if at least half plus one of its members are present and takes decisions vote of 2/3 of the members present.

(7) Minutes shall be drawn up at each and signed by the participants.

Art. 56. UTM undertakes to provide, free of charge, the hygienic-sanitary materials necessary to keep the workplace clean, as well as the equipment necessary for the employees to perform their work in specific conditions (for example: disposable gloves, protective masks, etc.).

Art. 57. The following sanitary and hygienic rules will be established for the cafeteria and buffets of the UTM:

- a) the preparation, serving and dispensing of food shall be carried out only by persons who have undergone a medical check-up on recruitment and periodic medical check-ups;
- b) staff will wear sanitary protective equipment covering clothing and hair and, in case of minor injuries, will dress wounds with sterile dressings, kept clean at all times;
- c) Food scraps should be kept in airtight containers with lids, made of materials that are easy to wash and disinfect;
- d) non-alterable foods should be stored on corrosion-resistant shelves to avoid microbial spoilage;
- e) any easily alterable product will be kept separate from meat, fish and raw meat preparations (minced meat etc.);
- f) the regulations in force concerning mandatory flows in food preparation areas shall be strictly observed.



## IX. FIRE PREVENTION AND EXTINGUISHING RULES

Art. 58. (1) Fire protection is ensured by creating conditions within the MTU that would exclude fire hazards and ensure the protection of its employees, spiritual and material values and the natural environment against fire and its harmful factors. The obligation to ensure fire protection measures rests with the managers of the workplaces as well as the employees.

(2) Within the MTU, employees shall be appointed by written order to implement, control and supervise fire defense measures in accordance with the nature, complexity, volume and fire risks presented by the activities carried out within the MTU. Art. 59. (1) In order to apply and comply with the rules on fire prevention and extinguishing, the TUM has the following obligations:

- a) ensures fire defense and fire protection regime at the objectives belonging to it;
- b) develops organizational, technical and engineering fire protection measures for objectives belonging to it and ensures their implementation;
- c) ensures the timely implementation of fire protection measures in accordance with the requirements, opinions and warnings of the state fire protection supervision bodies;
- d) ensures the execution and observance of fire protection regulations in technical standards and conditions, fire protection norms and rules in the design, construction, reconstruction, technical reuse and repair of MTU objectives;
- e) maintain in good working order automatic fire prevention systems, fire-fighting equipment and technical fire-fighting equipment and do not allow them to be used for purposes other than those for which they are intended;
- f) take the necessary measures so that the employees learn the rules of fire defense;
- g) submit, at the request of the state fire protection supervisory authorities, information on the fire safety level of the objectives;
- h) takes measures against those who violate the rules and regulations of fire protection, penalizes, in the manner established by law, with compensation for material damage, those responsible for the outbreak of fires.

(2) For the organization and performance of fire protection activities, University employees are obliged to comply with the following requirements:

- a) to participate in theoretical and practical training activities, to know and apply to the letter the fire safety instructions specific to the place of activity and, where appropriate, the duties laid down in the fire emergency plans;

- b) to comply with the work instructions on the use of hazardous substances and materials, as well as of the technologies, installations, plant, machinery, machines, apparatus and equipment related to the activity;
- c) to immediately inform their hierarchical superior or the persons in charge of the management and supervision of fire-fighting measures of any defects found in the technical means of fire prevention and extinguishing in the workplace, as well as of any technical faults and breakdowns which may be potential causes of fire;
- d) students and employees are obliged to know and observe the rules and measures for fire prevention and fire-fighting in the workplace (educational and, where appropriate, dormitory);
- e) to know the fire signal and how to evacuate in orderly conditions in case of fire or natural disasters (the University rooms will be equipped with fire evacuation plans).

## **X. ENVIRONMENTAL**

### **PROTECTION RULES**

#### **Art.60.**

(1) In order to prevent environmental risks and the occurrence of various damages, the employees of the TUM in specific areas of activity have the following obligations:

- a) avoid spills of chemical waste and other substances from various packaging;
- b) a ban on disposing of used batteries and tires in household rubbish, which should be deposited in specially designated areas;
- c) Proper disposal of non-biodegradable waste (e.g. plastic bags, PET bottles, etc.)
- d) recovery of reusable waste and its destruction by authorized legal entities (scrap metal, scrap of various metals, used computing equipment);
- e) maintenance of green spaces, trees on the territory of the TUM, to improve the quality of the environment.

## **XI. RULES CONCERNING THE PROCEDURE FOR DEALING WITH INDIVIDUAL REQUESTS OR APPLICATIONS BY EMPLOYEES**

#### **Art.61.**

(1) The employees of TUM are recognized and guaranteed the right to address the managing bodies of TUM and/or public authorities of any level, the press, other institutions, non-governmental organizations in order to settle claims concerning TUM and/or some of its representatives. In case the employees have suspicions and/or evidence some actions taken their hierarchical superiors, which contravene the present Regulation and/or other internal normative documents, they are obliged to

inform the Administration of the TUM as soon as they have notified such actions.

(2) TUM employees have an obligation to exercise this right in good faith and to reflect reality fairly and impartially.

Art.62.

(1) Requests and requests addressed to the governing bodies of TUM shall be made in writing and shall be submitted to the Secretariat of TUM, and shall be registered.

(2) Applications must contain the contact details of the petitioner, indicating the position held within the MTU and his/her signature. Petitions that do not meet these conditions will not be considered.

(3) TUM will resolve in accordance with the legal provisions of general and internal use all petitions that meet the criteria listed above, providing in this regard, measures to investigate the situations described.

#### XI. RULES ON VOCATIONAL TRAINING FOR EMPLOYEES Art.65.

(1) Every employee of the TUM is guaranteed the right to vocational training.

(2) Within TUM, the training of employees has the following objectives:

a) adapting the employee to the conditions of a particular job, the requirements of the post and the job; b) continuous improvement of professional training and acquisition of new knowledge necessary for the work;

c) obtaining a professional qualification, confirming an existing one;

(4) The settlement will start with the distribution of the received petition by the TUM Secretariat to the head of the university subdivision in charge of the resolution of the problem. If the petition does not have a specific addressee, it will be forwarded to the Rector, who will designate the person responsible for the resolution.

(5) The TUM is obliged to inform the petitioner of the outcome of the resolution (including the negative resolution) within 30 days from the day of registration of the petition at the TUM Secretariat. This time limit may be extended by 10 days if a more thorough (detailed) investigation is necessary.

(6) Where a petition concerns the activity of a subdivision or its head, the petition may not be dealt with by the person concerned or by the employees of the subdivision concerned.

(7) The opinion or reply shall be signed by the Rector or the person authorized by the Rector, as well as by the person who formulated the reply, indicating the legal grounds on which a particular reply

was based. Art.63.

(1) The requests and approaches related to the labor relations of the employees shall be countersigned by the hierarchical superior of the petitioner regarding the actual possibility or impossibility of solving the problem, as well as by the head of the Resource Management Directorate regarding the legal possibility of solving the problem.

(2) processing of such requests shall not take than the legal time allowed by law. Art.64.

(1) If a petition proves to be unfounded, having no legal grounds for its submission or has damaged the prestige of the TUM, it constitutes an abuse of rights on the part of the petitioner, who shall be sanctioned as such.

(2) In this case, the abuse of rights will be considered a disciplinary misconduct and, in order to protect the image of the TUM and/or the persons concerned by the petitioner, the petitioner will be punished by the application of disciplinary sanction in the form of a severe reprimand.

d) updating professional skills (competences) by studying new technologies and modern procedures necessary for the realization of work activities;

e) continuous improvement of the quality of the educational process by studying modern information technologies; motivating staff by training opportunities and possibilities;

f) retraining, due to restructuring of MTU, social mobility or changes in work capacity.

Art.66.

(1) The professional training and knowledge assessment of TUM employees is realized through the following forms:

a) participation in training courses organized by UTM, in order to study a foreign language, information technologies, psycho-pedagogical module, etc.

b) Participation in trainings and seminars organized by specialized institutions, including structures subordinated to the Ministry of Education, Culture and Research, Ministry of Finance, etc.;

c) professional training and specialization periods in the country and abroad (mobility under partnership agreements, etc.);

d) the organization of internal tuition, specific to each TUM subdivision; e) other forms of job-specific training required by the legislation in force.

(2) Participation in training courses or internships may be initiated by the TUM or by the employee, in compliance with the relevant legal provisions.

(3) The concrete modalities of the , its duration, the place of training, the rights and obligations of the parties, including the obligations of the employees towards UTM, which has borne certain expenses related to the training, will be established by additional agreements to the individual

employment contract. Art.67.

(1) The TUM is obliged to create the necessary conditions and to favor the professional training of employees.

(2) Where the participation of employees in training courses or traineeships is initiated by the TUM, all related expenses shall be borne by the TUM.

(3) In the event of the employee's short-term absence from work for training purposes, the employee's individual employment contract shall continue with the maintenance of the average salary. If this period exceeds 60 calendar days, the employee's individual employment contract shall be suspended and the employee shall receive an indemnity paid by the MTU in accordance with the provisions of the collective bargaining agreement.

## XII.FINAL PROVISIONS

(1) TUM is obliged to apply, through its specialized subdivisions, the legal provisions concerning the activity of higher educational institutions, including the employment and promotion of staff, their salary rights, social and health insurance rights, other rights and guarantees. The application of these provisions shall be made in accordance with the type of staff, the specific nature of the job and the express provision of the law.

(2) In order to implement the provisions of para. 1, through the concern of the responsible persons within the Legal Office, the Directorate of Finance and Accounting and the Directorate of Resource Management, will be ensured:

- a) timely informing the governing bodies of TUM about changes in the legislation in force concerning the activity of educational institutions;
- b) Establishing concrete and effective measures to implement the changes.

(1) Subjects not regulated by this Internal Regulation shall be regulated by the legislation in force.

(2) These Internal Regulations shall be brought to the attention of all University employees, under signature, and shall have legal effect for them from the date on which they become aware of them. Employees familiarized with these Internal Regulations confirm this fact by signing the List of employees familiarized with the Internal Regulations (attached) which is an integral part of these Internal Regulations.

(3) These Internal Regulations shall be posted in all structural subdivisions of the University.

Art. 70. This Regulation enters into force from the date of its approval by the TUM Senate.

## Annex

[illegible]