

# INTERNAL REGULATIONS OF THE WEST UNIVERSITY OF TIMISOARA

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## CHAPTER. I GENERAL PROVISIONS

**1.1.** The Rules of Internal Order establish the rules that apply within the **UNIVERSITY OF WEST TIMIȘOARA** (hereinafter referred to as WUT), regarding the following aspects:

- safety, health, and protection at work;
- upholding the principle of non-discrimination and eliminating any forms of violation of dignity;
- employer and employee rights and obligations;
- the procedure for dealing with individual petitions and/or complaints by employees;
- organizing the work in the WUT;
- disciplinary liability and financial liability of WUT employees;
- criteria, employee performance appraisal procedures and rewards;
- how to apply other specific legal or contractual provisions.

**1.2.** The rules laid down in the Internal Regulations apply:

- WUT employees, during the duration of the individual employment contract;
- employees seconded to and/or appointed within the WUT;
- the employees delegated to the WUT during the period of the delegation;
- media representatives;
- representatives of authorized state institutions.

**1.3.** All persons mentioned in point 1.2. are obliged to know and apply the provisions of these Internal Regulations.

**1.4.** These Regulations are based on the following legal documents:

- Law no. 53/2003 - Labor Code, published in the Monitorul Oficial, Part I, no.72/5.02.2003, with subsequent amendments;
- National Education Law no. 1/2011, published in the Monitorul Oficial, Part I, no.18/10.01.2011, with subsequent amendments.

## CHAPTER II RULES ON WORK SAFETY, HEALTH, AND PROTECTION AT WUT

### 2.1. Rules on health and safety at work

**2.1.1.** Both upon hiring and subsequently, on a regular basis, all employees will be trained in accordance with: the Law no. 319/2006 *on safety and health at work*, GD no.1425/2006 *for the approval of the Methodological Norms for the application of the provisions of the Law on safety and health at work no. 319/2006*, Law 307/2006 *on fire protection*, Order 712/2005 *for the approval of the General Provisions on the training of employees in the field of emergency situations* and GD 355/2007 *on the supervision of workers' health*.

**2.1.2.** In order to apply and respect the rules on safety, health and protection at work within the institution, WUT provides training to all employees. The training is carried out by people employed specifically in the field of occupational health and safety and it consists of:

**(1) general introductory training**, which is carried out by the employees responsible for occupational safety and health in the WUT, to the following persons:

- new employees, employees who have signed individual employment contracts (fixed-term or indefinite);
- delegated/delegated employees within the WUT;
- employees seconded within the WUT;
- students, in view of their internship;

**(2) the on-the-job training**, which follows the general introductory training by the hierarchical head of the workplace, and aims to present the risks and preventive measures specific to the workplace for the categories of staff listed above as well as for staff transferred from one workplace to another within the university;

**(3) periodic training**, which is carried out by the hierarchical superior for subordinate employees; the time interval between two periodic trainings is as follows:

- a maximum of one month (30 days) for executive staff;
- 6 months for heads of work units (head of workshop, head of security, head of printing, dormitory managers, etc.)
- 12 months for department managers and office staff.

In addition to the periodic training provided for in point 2.1.2. para. (3), periodic training shall also be carried out in the following cases:

- a) when an employee has been absent from work for more than 30 working days;
- b) where there have been changes to the occupational safety and health provisions relating to specific activities of the workplace and/or workstation or to its own instructions, including due to changes in hazards or the emergence of new risks at work;
- c) when returning to work after an accident at work;
- d) special works;
- e) when introducing work equipment or modifications to existing equipment;
- f) changes to existing technologies or working procedures;
- g) the introduction of any new technology or working procedures.

**2.1.3.** In order to ensure safe working conditions and to prevent accidents at work, the university provides the necessary framework regarding:

- establishing in the job description of employees and other participants in the work process the duties and responsibilities incumbent on them in the field of occupational safety and health, corresponding to the functions performed;
- developing their own rules for the application of occupational safety and health instructions, appropriate to the conditions in which work is carried out at workplaces;

- to ensure and control the knowledge and application, by all employees and participants in the work process, of the technical, sanitary and organizational measures in the field of occupational safety and health;
- provision of materials necessary for informing and educating employees and participants in the work process: posters, leaflets and the like on occupational safety and health;
- inform each person, prior to employment, of the risks to which he/she is exposed at work and of the necessary preventive measures;
- hiring only persons who, following a medical check-up by the occupational medicine and verification of their psycho-professional aptitudes, prove to be apt for the work they are to perform;
- drawing up a register of workplaces with special, harmful, heavy, dangerous conditions, as well as of accidents at work, occupational diseases, technical accidents and breakdowns;
- to ensure the permanent and correct functioning of the protection systems and devices, measuring and control equipment, as well as of the installations for the capture, containment and neutralization of harmful substances released during the technological processes;
- ensuring the implementation of the measures established by the labor protection inspectors during inspections or investigations of accidents at work;
- ensuring access to occupational health care and first aid in the event of accidents at work;
- ensuring the use of personal protective equipment by the staff;
- free provision of hygienic and sanitary materials to people working in workplaces where special personal hygiene is required.

**2.1.4.** The application of the rules of protection and hygiene at work as well as of the organizational measures taken by WUT will be ensured by each person employed during the entire period of the individual employment contract by:

- learning and complying with the occupational health and safety instructions and implementing measures laid down by the university;
- carrying out the work in such a way so as not to endanger their own and other persons involved in the work process from injury or occupational disease;
- immediately bringing to the attention of the workplace supervisor any technical defect or other situation which constitutes a risk of accident or occupational disease;
- immediately informing the manager of the workplace of accidents at work suffered by their own person and other persons involved in the work process;
- stopping the work process at the occurrence of any accident-causing event (irrespective of the degree of danger) and immediately informing the manager of the work unit;
- the use of the personal protective equipment provided, appropriate to the purpose for which it has been granted;

- cooperating with occupational safety and health control and research bodies and providing correct information.

**2.1.5.** For the purpose of informing, consulting and ensuring the participation of employees in the discussion of all matters relating to Occupational Safety and Health, the Occupational Safety and Health Committee is organized. The role of his committee is to analyze and constantly improve the working conditions at WUT.

## **2.2. Fire prevention and extinguishing rules**

**2.2.1.** Both upon hiring and subsequently, on a regular basis, all employees will be trained in accordance with Law no. 307/2006 on fire protection, Law no. 481/2004 on civil protection, Law no. 212/2006 on amending and supplementing Law no. 481/2004 on civil protection, OMAI 712/2005 for the approval of the General Provisions on the training of employees in the field of emergency situations, OMAI 786/2005 on the approval of the General Provisions on the training of employees in the field of emergency situations.

**2.2.2.** For the purpose of implementing and enforcing fire prevention and fire-fighting rules, WUT has the following obligations and responsibilities:

- lay down, by written provisions, the responsibilities and organization of fire protection within the institution;
- inform the employees, users and any persons concerned of the provisions concerning the responsibilities and organization of fire protection within the institution;
- prove to the competent authorities that the fire protection measures provided are commensurate with the nature and level of fire risks according to technical rules and regulations;
- appoint by written order one or more persons responsible for the implementation, control and supervision of fire protection measures, in relation to the nature, complexity, volume and fire risks presented by the activities carried out, ensuring that the appointed persons have the time necessary to perform their duties;
- ensure that the designated persons' job descriptions include their duties and responsibilities with regard to fire prevention and fire-fighting tasks and that they are made aware of their obligations;
- ensure the preparation of the technical documentation necessary for requesting and obtaining the permits and authorizations for fire prevention and fire-fighting, required by law;
- ensure the development of fire defense plans and verifies, through designated specialists, their knowledge and implementation capacity;
- ensure the establishment of its own emergency service, according to the law;
- ensure that fire safety instructions are drawn up and that they are understood and followed by the employees;
- ensure the training of its own employees and external collaborators, verifying through the designated persons the knowledge and compliance with the rules and measures for fire prevention and fire extinguishing specific to the activities they perform;



- appoint the persons who will carry out the introductory on-the-job training as well as the periodic on-the-job training. The introductory on-the-job training shall last for a minimum of eight (8) hours. On-the-job training (which will be a minimum of 8 hours) will normally be carried out by the line manager. All the above categories of on-the-job training shall be compulsory for all persons employed in the institution, irrespective of the nature of their duties;
- ensure the elaboration of detailed thematic plans for the theoretical and practical training of employees, as well as for the training and further training of the civil fire service;
- establish the organizational framework for informing individuals, beneficiaries of the education and training process on the fire risk posed by the activities carried out, fire prevention measures and rules, as well as on how to behave and the possibilities of orientation and evacuation in case of fire;
- periodically check, through the technical staff responsible for fire prevention and fire-fighting or other designated specialists, the knowledge of and compliance with the specific fire prevention and fire-fighting rules;
- seek to include in rental contracts the obligations and responsibilities of landlords and tenants with regard to fire protection and the way in which the contracting parties comply with them;
- periodically verify, through designated persons, compliance with the fire protection obligations and responsibilities contained in the tenancy agreements and, where appropriate, order measures to fulfill the requirements and measures laid down therein;
- ensure the separate allocation in the annual income and expenditure plans of the financial means necessary for the purchase, repair, maintenance and operation of technical means of fire prevention and fire-fighting, as well as for the support of other activities specific to fire protection (attestations, certifications, approvals, authorizations, etc.).

**2.2.3.** In order to ensure compliance with the rules and measures for fire prevention and fire-fighting, each employee has the following main obligations in the process of work:

- to know and comply with the general fire prevention and fire-fighting rules of the organizational structure in which they work and the prevention and extinguishing tasks specific to the workplace;
- to participate in drills, fire and earthquake drills as scheduled annually;
- comply with fire safety rules brought to their attention in any form whatsoever by the employer or persons designated by the employer;
- to carry out all established fire prevention and fire-fighting measures on time;
- to use, according to the instructions issued by the WUT management, dangerous substances, installations, machinery, machines, apparatus and work equipment;
- not to carry out unauthorized manipulations and modifications of the technical means of protection or intervention for extinguishing fires;
- at the end of the program, to check and take all measures to remove the causes of fires;
- to not impair in any way the functionality of access and escape routes from buildings;

- to immediately report to his hierarchical superiors and to the staff responsible for fire prevention and fire-fighting any situation which he has reason to believe constitutes a fire hazard and any reported failure of the fire protection or fire-fighting intervention systems;
- to cooperate with members of the civil fire service and other designated employees, within the limits of his knowledge and duties, in carrying out fire defense measures;
- to give assistance, as far as is reasonably practicable, to any other employee in distress;
- to participate effectively in fire-fighting and fire-fighting aftermath, evacuation of persons and property, and in fire and earthquake drills and exercises as scheduled annually;
- in order to improve the fire prevention and fire-fighting activity and in addition to the above-mentioned duties, each employee has to carry out the tasks assigned to this end by the hierarchical superior.

**2.2.4.** In order to inform, consult and ensure the participation of employees in the discussion of all matters relating to fire prevention and fire-fighting, the Fire Prevention and Extinguishing Committee is organized. The role of this committee is to constantly analyze and improve the working conditions in the WUT.

### **CHAP. III UPHOLDING THE PRINCIPLE OF NON-DISCRIMINATION AND ELIMINATING ANY FORM OF VIOLATION OF DIGNITY**

**3.1.** Within the WUT, labor relations are based on the principle of equal treatment of all employees.

**3.2.** Every employee shall benefit from working conditions appropriate to the activity carried out, social protection, health and safety at work, as well as respect for dignity and conscience, without any discrimination.

**3.3.** All employees are recognized the right to equal pay for equal work, the right to collective bargaining, the right to protection of personal data and the right to protection against unlawful dismissal.

**3.4.** Any direct or indirect discrimination against an employee on the grounds of sex, sexual orientation, genetic characteristics, age, nationality, race, color, ethnicity, religion, political opinion, social origin, disability, family status or responsibility, membership or activity in a trade union is prohibited.

**3.5.** Acts or deeds of exclusion, distinction, restriction or preference, based on one or more of the criteria set out in point **3.4**, which have as their purpose or effect the denial, restriction or removal of the recognition, use or exercise of rights provided for in labor legislation, constitute **direct discrimination**.

**3.6.** Acts and deeds which are apparently based on criteria other than those referred to in point **3.4** but which produce the effects of direct discrimination shall constitute **indirect discrimination**.

**3.7.** It is prohibited to discriminate through the use by the employer of practices which disadvantage persons of a particular sex in connection with employment relationships, relating to:

- a) advertising, organizing competitions or examinations and selecting candidates to fill vacant posts;
- b) conclusion, suspension, modification and/or termination of the employment or service relationship;
- c) establishing or modifying the duties in the job description;
- d) determining remuneration;
- e) non-wage benefits and social security and social protection measures;
- f) vocational information and counseling, induction, qualification, upgrading, specialization and retraining programs;
- g) individual performance appraisal;
- h) career advancement;
- i) the application of disciplinary measures;
- j) the right to join the union and access to union facilities;
- k) any other conditions of employment in accordance with the legislation in force.

**3.8.** (1) Sexual harassment of an employee by another employee in the workplace is deemed to be discrimination on grounds of sex and is prohibited.

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

(3) Any conduct defined as sexual harassment that results in:

- a) creating an intimidating, hostile or discouraging atmosphere at work for the person concerned;
- b) adversely affecting the employee's situation with regard to promotion, remuneration or income of any kind, or access to vocational training and further training, where the employee refuses to accept unwanted conduct related to sex life.

(4) All employees are expected to respect the rules of conduct and are liable under the law for violations.

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

(6) Employees have the right, if they consider themselves to be discriminated against, to lodge a complaint, a grievance or a complaint to the employer or against the employer, if the employer is directly involved, and to seek the support of the trade union organization or the relevant committees of the institution to resolve the situation at the workplace. If the complaint has not been settled amicably, the employee who justifies an infringement of his or her employment rights on the basis of the legal provisions has the right to lodge a complaint with the competent court.



- (7) The employer will provide counseling and assistance to victims of sexual harassment, conduct the investigation in strict confidence and, if sexual harassment is confirmed, apply disciplinary measures.
- (8) The outcome of the investigation will be communicated to the parties involved at the end of the investigation.
- (9) Any retaliation following a complaint of sexual harassment, either against the complainant or against anyone assisting in the investigation of the case, will be considered discriminatory and will be sanctioned in accordance with applicable law.

## **CHAP. IV RIGHTS AND OBLIGATIONS OF THE EMPLOYER AND EMPLOYEES**

### **4.1. WUT RIGHTS:**

In order to properly organize the work, to create optimal conditions for the conduct of the entire activity of the university, as well as to strengthen order and discipline in all organizational structures, the WUT, as an employer, has the following rights (the list is not exhaustive):

- a) to decide the organization and functioning of the university;
- b) to determine the appropriate duties for each employee, according to the nature of the post occupied, whenever the organizational structure changes or is deemed necessary;
- c) to give binding legal provisions for each individual employee;
- d) to draw up and implement the regulations, methodologies, internal procedures and other similar documents (statutes, agreements, etc.) necessary for the smooth running of the activity;
- e) to keep a permanent check on the way in which each employee carries out his or her duties as laid down in the job description;
- f) to establish that disciplinary offenses have been committed and to apply the appropriate penalties, in accordance with the law, the applicable Collective Labor Agreements and the Internal Regulations;
- g) to inform, individually, electronically or on paper, through the registrar's office, mail, or institutional e-mail, on internal procedures, regulations and instructions.

### **4.2. WUT OBLIGATIONS:**

- a) to ensure the legal framework for the employment of teaching and research staff, teaching-auxiliary and non-teaching staff, in accordance with the legal provisions in force, by concluding the individual employment contract in written form;
- b) to inform employees about the working conditions and matters concerning the conduct of employment relations;
- c) to apply the principle of collective work and collective management and to regularly inform the staff on the performance of their tasks;

- d) to grant employees the salary rights provided by law, the applicable collective labor contracts and the individual employment contract, on the basis of the documents drawn up, showing the hours worked during the period for which the payment of the monetary rights is ensured;
- e) ensure that all employees participate in training programs;
- f) to communicate regularly to employees the economic and financial situation of the university;
- g) consult the trade union or, where appropriate, the employees' representatives on decisions likely to affect their rights and interests;
- h) to pay all contributions and taxes for which it is liable, and to withhold and remit the contributions and taxes due from employees, in accordance with the law;
- i) to set up the general register of employees and to carry out the registrations required by law;
- j) issue, upon request, all documents proving the applicant's employment status;
- k) ensure the confidentiality of employees' salaries and personal data;
- l) to make available to university staff, according to the specifics of their work, facilities, machinery, equipment, machines, apparatus, tools, raw materials, materials, documentation and protective and work equipment, and to take measures to ensure their proper condition for their use;
- m) to ensure labor protection conditions and compliance with hygienic and sanitary standards, as well as staff training in this area;
- n) to draw up evaluations on the professional activity of employees, in accordance with the legal provisions in force;
- o) to ensure, through the specialized departments, the appropriate condition of all premises intended for teaching, accommodation and scientific research;
- p) to examine and implement the suggestions and proposals made by the university staff for the improvement of work in all departments, as well as informing them on how to solve the problems that arise;
- q) to establish instructions for the functioning and operation of installations, machines, aggregates and equipment used in the University, technical work instructions, rules for the handling, storage and use of raw materials and materials, their own instructions for labor protection, as well as other rules specific to the activities of the University;
- r) to develop their own rules for the application of labor protection rules, appropriate to the conditions in which work is carried out at workplaces;
- s) to take measures to authorize the exercise of the trades and professions provided for in the rules of labor protection;
- t) to keep a record of the hours worked each day by teaching and non-teaching staff, showing the starting and finishing times of the working day.

### **4.3. EMPLOYEE RIGHTS:**

#### **4.3.1. WUT provides employees with the following rights:**

- a) the right to remuneration for work done;
- b) the right to daily rest;
- c) the right to weekly rest of 48 consecutive hours;

- d) the right to rest leave each calendar year in accordance with the legal provisions in force;
- e) the right to equal opportunities and equal treatment;
- f) the right to dignity at work;
- g) the right to health and safety at work;
- h) the right of access to vocational training;
- i) the right to consultation;
- j) the right to information on the legislation in force, so that they are aware of their rights and duties;
- k) the right to take part in determining and improving working conditions and the working environment;
- l) the right to protection in the event of dismissal;
- m) the right to collective and individual bargaining;
- n) the right to take collective action;
- o) the right to form or join a trade union;
- p) the right to leave without pay;
- q) the right to protection of personal data;
- r) the right of access to service badges, with an indication of each person's function;

**4.3.2.** The rights provided in favor of employees shall be granted to them without any discrimination based on sex, sexual orientation, genetic characteristics, age, nationality, race, color, ethnicity, religion, political opinion, social origin, disability, family status or responsibility, trade union membership or activity.

#### **4.4. OBLIGATIONS OF EMPLOYEES**

##### **4.4.1. WUT employees have the following obligations:**

- a) to know and comply with the provisions contained in these Internal Regulations, in the applicable Collective Labor Agreements, in the individual employment contract and job description, as well as in the operational procedures and work instructions adopted by the WUT;
- b) to show fidelity and loyalty to the employer in the performance of their duties and loyalty to the interests of the WUT;
- c) to carry out, in a timely and proper manner, all duties and tasks in accordance with the individual employment contract and job description;
- d) strictly observe the rules of work discipline;
- e) to learn and comply with the health and safety and occupational hygiene rules, as brought to their attention through regular training, as well as those laid down by the Health and Safety at Work Committee;
- f) to know and comply with the legislation on labor protection, fire prevention and extinguishing as well as any other relevant legislation in force;
- g) to respect official secrecy;
- h) check daily the electronic mail received at the institutional e-mail address;
- i) to respect working hours;

- j) to report for duty in a fit state for the proper performance of their duties;
- k) to adopt a civilized conduct in relations with fellow employees, with the representatives of WUT and with the students of the university;
- l) maintain order and cleanliness in the workplace;
- m) to participate in civil protection actions, as well as in intervention in case of natural disasters, catastrophes, fires, breakdowns, etc.;
- n) to attend their pre-recruitment and periodic medical check-ups on the date on which they have been scheduled and in any legal situation in which they are required to do so;
- o) notify the line manager within 24 hours of the date on which sick leave is granted, indicating the length of time they expect to be absent from work.
- p) submit the sick leave certificate to the Human Resources Department no later than the first (1st) working day of the month following the month for which the leave was granted;
- q) to submit, for approval, applications for rest leave, unpaid leave or paid days off for special family events at least 2 days before the first day of the leave period requested; the aforementioned leave is taken only after/on condition of approval by the authorized persons;
- r) to submit to the Human Resources Department the supporting documents regarding any change in personal data (name, address, identity card, civil status, copies, telephone numbers) or professional training (diplomas, studies/courses, etc.), within 5 days of the change;
- s) to smoke only in permitted places, in compliance with the legal provisions in force;
- t) notify your employer if you have other employment contracts with other employers.

#### **4.4.2. Employees are prohibited:**

- a) to use of the name of the University, Faculty, Department, Service, Office in which he/she works or other WUT structures for purposes that may lead to damage the prestige of the institution;
- b) to disclose confidential information of which the employees have become aware, as a result of the performance of the individual employment contract, in accordance with their duties or incidentally;
- c) to commit acts that could jeopardize the safety of WUT, colleagues, themselves or WUT students;
- d) to commit acts that are contrary to the rules of academic ethics and deontology;
- e) to carry out, during working hours, work not related to the duties;
- f) to install and use on WUT computers unauthorized software or games, or without the employer's consent;
- g) the extension or retransmission of network services, the installation of a telephone, fax, modem, router, switch, hub or access point to the WUT network, without the consent of the IT&C Service;
- h) to bring goods into the university for the purpose of selling them and/or providing services;

- i) to exchange aggressive lines, threats, swearing and any other verbal or physical violence;
- j) to harass and/or slander other members of the WUT community, regardless of hierarchical relationships;
- k) to come to work in indecent dress, under the influence of alcohol or other prohibited substances;
- l) to introduce or consume alcoholic beverages/other forbidden substances in the WUT;
- m) to smoke in indoor learning spaces, classrooms, classrooms, cabinets, laboratories, etc.
- n) to commit any other acts prohibited by law, by the Collective Labor Contracts, by the Individual Labor Contract, by the Internal Regulations or by any other regulations, methodologies, internal procedures and other official documents issued by the WUT;

## CHAPTER. V PROCEDURE FOR DEALING WITH INDIVIDUAL PETITIONS OR COMPLAINTS BY EMPLOYEES

**5.1.** Employees have the right to submit individual petitions in writing to the management of the WUT, in relation to their problems arising at work.

**5.2.** A petition is any individual request or complaint that an employee addresses to the legal representative of the employer under the conditions of the law and the Internal Regulations.

**5.3.** Anonymous petitions will not be followed up and will be filed.

**5.4.** Requests or complaints should be addressed to the legal representative of the employer and registered at the WUT Registry Office.

**5.5.** If the issues raised in the request or complaint require further investigation, the employer's legal representative appoints a person or a committee to verify their veracity.

**5.6.** Following the verification, the appointed person or committee shall draw up a report with findings, conclusions and proposals and submit it to the employer's legal representative for approval.

**5.7.** The employer's legal representative is obliged to notify the employee of the response within 30 days of the date of the request or complaint.

**5.8.** If the issues raised in the application or complaint require further investigation, the employer's legal representative may extend the deadline by up to 15 days.

**5.9.** Employees cannot submit two petitions on the same issue.

**5.10.** If an employee submits two or more petitions on the same subject within the same period of time, they will be linked and the employee will receive only one reply.

**5.11.** If, after the reply has been sent, a new petition with the same content or concerning the same issue is registered, it will be filed, indicating that the petitioner has already been checked and replied to.



**5.12.** Employees and the employer have an obligation to try to resolve employment disputes amicably.

**5.13.** If the attempt to settle the labor disputes amicably has failed, they will be settled within the Joint Committee at the level of the WUT

**5.14.** In order to resolve individual requests or complaints of employees, the rector of the university, deans of faculties, vice-rectors, vice-deans, heads of departments, as well as other heads of structures, organize hearings. Their program shall be posted in a prominent place for public notice.

## CHAPTER. VI ORGANIZATION OF WORK WITHIN WUT

### 6.1. WORKING TIME

#### A) Organization of working time

(1) The normal working time under an individual full-time employment contract is 8 hours per day and 40 hours per week.

(2) The starting and finishing times of working hours shall be as follows:

**a) Teaching and research staff** shall work between 8:00 and 22:00, not exceeding 40 hours per week, with 12 hours daily rest between two working days, and 2 consecutive days off per week, usually on Saturdays and Sundays. Teaching staff who occupy managerial or administrative positions within the University/Faculty and who are not signatories to a management contract with the legal representative of the employer, shall undertake that 25 hours/week out of the total of 40 hours shall be carried out at the premises of the WUT/University faculties.

**b) Teaching assistants** have normal working hours between 8:00 - 16:00.

**c) Non-teaching staff** have normal working hours of 8 hours, which may be continuous or fractional, set by the university management, between 06:00 and 22:00.

**As an exception,** the working hours of **access control officers** (doormen) are carried out in two shifts of 12 hours each, from 07:00 to 19:00, shift 1, and from 19:00 to 07:00, shift 2, with 24 hours off between shifts.

(3) In well justified cases, the management of the WUT may decide to modify the working hours and the number of shifts, in compliance with the legislation in force and with at least 48 hours' notice to the employees. In such cases, the work schedule shall be brought to the attention of the employees by the hierarchical superior, and compliance with it shall be compulsory.

(4) The employer shall keep a record of the hours worked by each employee and shall submit this record to the Labor Inspectorate whenever requested.

(5) Employees are required to fill in the electronic time and attendance sheet at the beginning and end of the working day.

(6) The electronic clocking-in/attendance record will also include: personal appointments, recuperations, unpaid leave without pay, as well as days of rest leave, sick leave, delegation, etc.

- (7) Absences due to accidents, sickness, childbirth, maternity, caring for a sick child, physical/mental incapacity and other such situations must be justified by sick leave certificates issued in accordance with the legislation in force.
- (8) Employees who are prevented by health reasons from reporting for work must notify their immediate superior of their inability to report for work as soon as possible. If the sick leave certificate is not produced in time or the UV.T. is not notified, the employee's absence will be considered as not justified.
- (10) WUT reserves the right to refuse the payment of the salary, proportional to the period of sick leave, if the procedure has not been followed exactly or if the employee has not submitted the supporting documents within the mentioned deadline and in the form required by law, and may request other supporting documents in this regard.
- (11) At the request of the V.V.U., the occupational physician may request additional investigations if not satisfied with the medical evidence.

## **B) Lunch break**

- (1) In cases where the daily working time is longer than 6 hours, employees are entitled to a meal break and other breaks, under the conditions laid down in the applicable Collective Labor or in the internal regulations.
- (2) Non-teaching, auxiliary teaching and research staff are entitled to a lunch break 30 minutes, which is included in the working hours.

## **C) Weekly rest**

- (1) The weekly rest shall be granted on two consecutive days, as a general rule on Saturdays and Sundays, or on other days if rest on Saturdays and Sundays would prejudice the public interest or the normal conduct of university business.
- (2) In urgent situations which cannot be dealt with by other means or the urgency of which is not can be otherwise removed, weekly rest may be suspended for employees involved in such situations.
- (3) Compensations granted to employees for modification/suspension of weekly rest shall be granted in accordance with the legal provisions in force.

## **6.2. REST TIME AND OTHER HOLIDAYS**

### **6.2.1. General provisions**

- (1) Employees are entitled to annual paid leave.
- (2) Statutory holidays on which no work is performed and paid days off are not included in the annual leave.
- (3) Periods of temporary incapacity for work and periods of maternity leave, maternity leave, maternity risk leave and leave to care for sick children shall be regarded as periods of activity completed for the purposes of determining the duration of annual leave.
- (4) Where temporary incapacity for work or maternity leave, maternity risk leave or leave to care for a sick child occurred during annual rest leave, it shall be interrupted and the employee shall take

the remaining days of leave after the end of temporary incapacity for work, maternity, maternity risk or sick childcare, and, where this is not possible, the days not taken shall be rescheduled.

(5) The employee is also entitled to annual leave if the temporary incapacity to work continues, under the conditions of the law, for the entire period of a calendar year, the employer being obliged to grant annual leave within a period of 18 months starting with the year following the year in which he/she was on sick leave.

### 6.2.2. Scheduling leave

(1) Annual leave shall be scheduled. Leave shall be scheduled for a period of one calendar year, not later than the end of the following year.

(2) Teaching staff take leave during vacation periods under the provisions of the National Education Law no. 1/2011.

(3) Where leave is scheduled in installments, the employer has to arrange the schedule in such a way that each employee takes at least 10 working days of uninterrupted leave in a calendar year.

(4) Compensation in cash for rest leave not taken is permitted only in the event of termination of the individual employment contract.

(5) Leave may be interrupted at the request of the employee for objective reasons.

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

### 6.2.3. HOLIDAYS / NON-WORKING DAYS

#### A) Annual leave

(1) Considering the legislation in force and the provisions of the Collective Labor Contract at WUT level:

##### (a) For teaching staff

Teaching staff have the right to annual paid rest leave during university vacations, with a duration of at least **40 working days** (art. 304, paragraph 13, letter a) of Law no. 1/2011, the National Education Law)

##### (b) For teaching and non-teaching staff:

Length of service	Duration of rest leave
up to 5 years	21 working days
between 5 and 15 years	24 working days
over 15 years	28 working days

##### (c) For research staff:

Length of service	Duration of rest leave
up to 5 years	21 working days
between 5 and 15 years	24 working days
over 15 years	28 working days

(1) Auxiliary teaching staff, non-teaching staff and research staff benefit from additional leave, in accordance with the applicable Collective Labor Agreements and the decisions of the Joint Committee.

(2) In order to take days of leave for a specific period of time, each employee in the category referred to in points (b) and (c) must complete a request and obtain all necessary approvals, using the standardized form "Request for rest leave", at least 2 days before the period requested.

**B) The public holidays** on which no work is performed are:

- January 1 and 2;
- January 24;
- Good Friday
- the first and second days of Easter;
- May 1;
- first and second day of Pentecost;
- June 1, Children's Day;
- August 15, Assumption of the Virgin Mary;
- November 30, St. Apostle Andrew, Patron of Romania;
- December 1;
- first and second Day of Christmas;
- 2 days for each of the two annual religious holidays, declared as such by the cults legal religions other than Christian for persons belonging to them;
- other public holidays.

**C) Paid days off in case of special family events**, in accordance with the applicable Collective Labor Agreements:

(1) Employees are entitled to paid days off for special family or other circumstances as follows:

- a) marriage of the employee - 5 working days;
- b) the birth of a child - 5 working days + 10 working days, if the employee has followed a childcare course;
- c) marriage of a child - 3 working days;
- d) death of spouse or relatives up to the third degree (child, parent, grandparent, brother/sister, aunt/uncle) of the employee - 5 working days;
- e) change of place of work with change of domicile/residence in another locality - 5 working days;
- f) change of domicile of the employee - 3 working days;
- g) death of the employee's in-laws - 3 working days.

- (2) The paid days off referred to in para. 1 shall not be included in the duration of the annual leave.

#### **D) Working day off for child health care**

- (1) The working day off for child health care is granted in order to ensure that the child's parents or legal guardians have the opportunity to check the child's health annually.
- (2) The holders of this right are the parents or legal representatives of the child, insured under the state social insurance system.
- (3) Children aged 0-18 are considered to be minors in the care and maintenance of their parents or legal guardians.
- (4) The day off is granted at the request of one of the parents, at the child's choice, respectively of the child's legal representative, subsequently justified by documentary evidence from the child's family doctor, showing the medical check-up.
- (5) The application by the parent or legal representative of the child shall be submitted at least 15 working days before the doctor's visit and shall be accompanied by a sworn statement that the other parent or legal representative has not requested the working day off that year and will not request it.
- (6) If, following checks carried out by the employer, it is found that both parents have requested the day off contrary to the law, the subsequent possibility of ever benefiting from the provisions of the law will be annulled.
- (7) Families or persons with 2 children are also granted one working day off per year for the health care of children, as in the case of a single child.
- (8) For families or persons with 3 or more children, two working days off per year, consecutive or separate, will be granted, depending on the decision of the university management.
- (9) If neither parent or legal representative of the child does not request the working day off, it will not be carried over to the next calendar year.

#### **E) Training leave**

##### **I. For teaching and non-teaching staff**

- (1) Employees are entitled to training leave on request.
- (2) Paid leave for vocational training shall be granted only on the initiative of the employer. Unpaid leave for vocational training shall be granted at the request of the employee for the period of vocational training which the employee undergoes on his/her own initiative.
- (3) The employer may reject the employee's request only if the employee's absence would seriously jeopardize the performance of the activity.
- (4) The application for leave for vocational training must be submitted to the employer at least one month before the leave is to be taken and must specify the starting date of the training period, the field and duration of the training and the name of the training institution.
- (5) Leave without pay for vocational training may also be taken in installments over the course of a calendar year in order to take exams for graduation from certain forms of education or to sit promotion exams for the following year in higher education institutions, subject to the legal provisions in force.



## II. For teaching staff

- (1) According to the provisions of Law no.1/2011, art. 304, para. 10, teaching staff holding a teaching post in education, who, on their own initiative, apply to specialize or participate in scientific research in the country or abroad, are entitled to unpaid leave.
- (2) Their total duration may not exceed **3 years within a 7-year period**.
- (3) The approval of these applications is the responsibility of the WUT Board of Directors, following the opinion of the department director and the dean.

## F) Leave without pay for personal interests

- (1) Employees of the WUT are entitled to unpaid leave, the total duration of which may not exceed 90 working days per year, in order to deal with personal situations, with the approval of the hierarchical superior and with the approval of the WUT management.
- (2) In accordance with Law no.1/2011, art. 304, para. 11, the titular teaching staff on a teaching post may benefit from unpaid leave for **one academic year, once every 10 years**, with the reservation of the post for that period, the approval of such requests being the competence of the WUT Board of Directors, following the opinion of the department director and the dean.

## G) Sabbatical Year

- (1) In accordance with Law no.1/2011, art. 288, para. 5, full and associate professors or grant directors who for 6 consecutive years have carried out research grants and have worked at the same university, may benefit from a sabbatical year.
- (2) During the sabbatical year, they receive up to a basic salary, with the approval of the University Senate, and retain their tenure, but are exempted from performing the activities in the job description, with the obligation to fulfill the objectives of the sabbatical year.

## CHAP. VII DISCIPLINARY LIABILITY OF EMPLOYEES

### 7.1. General provisions

**7.1.1.** Disciplinary misconduct is a work-related offense that consists of an action or inaction committed with guilt by an employee, through which he/she has violated the legal rules in force, the provisions of the Internal Regulations, the applicable Collective Labor Contracts or the individual employment contract, as well as the orders and legal provisions of the hierarchical superiors.

**7.1.2.** The disciplinary measure shall be applied by drawing up a disciplinary sanctioning decision, issued by the Rector, which shall be communicated in writing to the employee within 5 calendar days from the date of issuance and shall take effect from the date of communication. The disciplinary decision shall be delivered in person to the employee who shall sign receipt or, in the event of refusal by

of receipt, shall be sent by registered letter, with acknowledgement of receipt, to the domicile or residence communicated by him.

**7.1.3.** Except in the case of the application of *a written warning*, under penalty of absolute nullity, no disciplinary measure may be ordered before the preliminary disciplinary investigation has been carried out.

**7.1.4.** The disciplinary penalty shall be automatically cancelled within 12 months of the disciplinary penalty being imposed if the employee is not disciplined again within that period. The removal of disciplinary sanctions shall be established by written decision of the employer.

**7.1.5.** Only one sanction can be imposed for the same misconduct; disciplinary fines are prohibited.

**7.1.6.** The teaching and research staff, auxiliary teaching staff, as well as the management, guidance and control staff are disciplinary liable for violation of their duties under the individual employment contract, as well as for violation of the rules of behavior that harm the interest of education and the prestige of the institution, according to the provisions of the National Education Law no.1/2011 and the University Charter.

## **7.2. Disciplinary liability of non-teaching staff**

**7.2.1. The sanctions provided for by the Labor Code** in the event of the commission by non-teaching staff of acts constituting disciplinary misconduct are:

- a) the written warning;
- b) demotion, with the salary corresponding to the function to which the demotion was ordered, for a period not exceeding 60 days;
- c) a 5-10% cut in basic pay for 1-3 months;
- d) reduction of the basic salary and/or, where applicable, of the driving allowance for a period of 1-3 months by 5-10%;
- e) disciplinary termination of the individual employment contract.

### **7.2.2. Acts constituting disciplinary misconduct and sanctions applicable to non-teaching staff**

(1) Failure to comply with the obligations set out in point 4.4. shall be considered disciplinary misconduct and shall be sanctioned in accordance with point **7.2.1**, letter a), for the first offense, and, if the offense is repeated, it shall be sanctioned, depending on the seriousness, with one of the sanctions set out in point **7.2.1**, letter b)- d).

(2) The following acts of the employee shall be considered as disciplinary misconduct and shall be penalized in accordance with point **7.2.1**, letter d) or e), depending on the seriousness of the act and the consequences produced:

- a) failure to perform, in a timely and proper manner, all duties and tasks assigned to him/her in accordance with his/her individual employment contract and job description;
- b) smoking in places other than those specially designated;
- c) failure to participate in regular training on work protection and fire prevention and extinguishing;
- d) failing to attend the pre-recruitment and periodic medical check-ups on the date on which they were scheduled, and in any legal situation in which they are required to undergo such examinations;

e) accumulation of more than 6 delays in a period of 3 consecutive months.

(3) The same sanctions shall be applied to line managers if they observe the misconduct referred to in this Article and do not propose measures to sanction the offending employees.

(4) The following acts are considered serious misconduct and are sanctioned with the disciplinary termination of the employee's individual employment contract, provided for in art:

a) showing up at work under the influence of alcoholic beverages or other prohibited substances, attempting to introduce, introducing and consuming them on the university premises;

b) culpably damaging the university's assets;

c) theft or attempted theft of material goods belonging to other members of the WUT community;

d) the accumulation of 3 days of unjustified absences within one month;

e) abuses of any kind, slander and physical or verbal aggression towards employees/students/strangers;

f) the commission of a criminal act for which the employee has been convicted by a final judgment, incompatible with the exercise of the profession.

(5) Any other disciplinary misconduct not listed above, consisting in a culpable violation of these Regulations and any other WUT Regulations may entail, depending on its seriousness, any sanction provided for in item 7.2.1.

### **7.2.3. Preliminary disciplinary procedure**

(1) The employer shall determine the applicable disciplinary sanction in relation to the seriousness of the disciplinary offense committed by the employee, taking into account the following:

a) the circumstances in which the act was committed;

b) the degree of culpability of the employee;

c) the consequences of disciplinary misconduct;

d) the employee's general behavior at work;

e) any disciplinary sanctions previously imposed.

(2) In order to investigate disciplinary misconduct committed by non-teaching staff, disciplinary investigation committees are set up consisting of 3-5 members, one of whom represents the WUT trade union organization. Disciplinary investigation committees are appointed by the Rector.

(3) In order to carry out the preliminary disciplinary investigation, under the conditions required by law, the employee will be summoned in writing by the disciplinary investigation committee, specifying the subject, date, time and place of the meeting within the disciplinary committee convened for this purpose.

(4) Failure of the employee to appear at the summons thus issued, without a valid and proven reason, entitles the employer to order the sanction, without prior disciplinary investigation.

(5) During the preliminary disciplinary investigation, the employee shall have the right to formulate and present all the defenses in his favor and to offer all the evidence and explanations he deems necessary, as well as the right to be assisted, at his request, by a lawyer or a representative of the trade union of which he is a member.

(6) The employer shall impose the disciplinary sanction by a written decision issued within 30 calendar days from the date on which the employer becomes aware of the disciplinary

misconduct, but no later than 6 months from the date of the misconduct.

**(7)** Under penalty of absolute nullity, the decision must contain:



- a) description of the act constituting disciplinary misconduct;
- b) the provisions of the applicable staff regulations, internal rules, individual employment contract or Collective Labor Agreements that have been violated by the employee;
- c) the reasons why the defenses raised by the employee during the preliminary disciplinary investigation have been removed or the reasons why, under the conditions provided for by law, the investigation was not carried out;
- d) the legal basis on which the disciplinary sanction is applied;
- e) the period within which the sanction can be challenged;
- f) the competent court before which the sanction can be challenged.

(8) The sanctioning decision shall be communicated to the employee no later than 5 calendar days from the date of issuance and shall take effect from the date of communication.

(9) The communication shall be delivered personally to the employee, with acknowledgement of receipt, or, in case of refusal of receipt, by registered letter, to the domicile or residence communicated by the employee.

(10) The sanctioning decision may be challenged by the employee before the competent courts within 30 calendar days from the date of communication.

### **7.3. Disciplinary liability of teaching and research staff, teaching assistants, as well as management, guidance and supervisory staff**

**7.3.1. The disciplinary sanctions** that may be applied to teaching and research staff, teaching assistants, as well as to management, guidance and supervisory and research staff are as follows:

- a) written warning;
- b) reduction of the basic salary, combined, where appropriate, with the management, guidance and control allowance;
- c) suspension, for a specified period of time, of the right to apply for a competition for a higher teaching post or for a management, guidance or supervisory post, as a member of doctoral, master's or bachelor's degree committees;
- d) dismissal from teaching management;
- e) disciplinary termination of the employment contract.

### **7.3.2. Acts constituting disciplinary misconduct and sanctions applicable to teaching and research staff, teaching assistants, as well as to management, guidance and supervisory staff**

(1) Failure to comply with the obligations set out in item 4.4. shall be considered disciplinary offenses and shall be sanctioned according to item 7.3.1, letter a) for the first offense, and if the offense is repeated, it shall be sanctioned according to the seriousness of the offense with item 7.3.1., letters b) - d).

(2) The following acts shall be considered disciplinary misconduct and shall be penalized in accordance with point 7.3.1, letter b) or e), depending on the seriousness of the act and the consequences produced:

- a) failure to perform, in a timely and proper manner, all duties and tasks assigned to them in accordance with their individual employment contract and job description;
- b) smoking in places other than the designated smoking area;

- c) failure to participate in regular training on work protection and fire prevention and extinguishing;
- d) failure to attend the pre-recruitment and periodic medical check-ups on the date on which they were scheduled and in any legal situation in which they are required to undergo such examinations;
- e) accumulation of more than 6 delays in a period of 3 consecutive months.

(3) The same sanctions shall be applied to line managers if they observe the misconduct referred to in this Article and do not propose measures to sanction the offending employees.

(4) The following acts shall be considered serious misconduct and shall be sanctioned with the disciplinary termination of the individual employment contract provided for in art. point **7.3.1**, letter e):

- a) showing up at work under the influence of alcoholic beverages or other prohibited substances, attempting to introduce, introducing and consuming them on the university premises;
- b) damaging the patrimony of the university, with guilt;
- c) theft or attempted theft of material goods belonging to other members of the WUT community;
- d) the accumulation of 3 days of unjustified absences within one month;
- e) abuses of any kind, slander and physical or verbal aggression towards employees/students/strangers;
- f) committing a criminal offense for which the employee has been convicted by a final judgment, incompatible with the exercise of the profession.

(5) Any other disciplinary misconduct not listed above, consisting in a culpable violation of these regulations or any other regulations of the WUT may entail, depending on its seriousness, any sanction provided for in **7.3.1**.

### **7.3.3. Preliminary disciplinary procedure**

(1) The proposal for disciplinary sanction shall be made by the head of the department or research, design, microproduction unit, by the dean or rector or by at least 2/3 of the total number of members of the department, faculty council or university senate, as the case may be. They shall act on a referral received or shall take the matter into their own initiative in the case of misconduct established directly.

(2) The disciplinary sanctions referred to in points **7.3.1** a) and b) shall be determined by the faculty councils. The disciplinary sanctions referred to in points **7.3.1** lit. c) - e) shall be determined by the university senates.

(3) The Dean or Rector, as the case may be, enforces disciplinary sanctions. Sanctions are communicated in writing by the Human Resources Department of the WUT.

(4) The disciplinary sanction shall be applied only after the investigation of the alleged misconduct, the hearing of the person concerned and the verification of the allegations made by him in his defense.

(5) In order to investigate disciplinary offences committed by teaching staff, research staff or auxiliary teaching staff, review committees are set up consisting of 3-5 members, teachers who have at least the same teaching position as the offender and a representative of the trade union organization.

(6) Review panels are appointed as appropriate by:

- a) Rector, with the approval of the University Senate;
- b) the relevant ministry, for the university's management staff and for settling appeals against decisions of the university senate.

(7) If the person disciplined has not committed any further disciplinary misconduct within one year of the disciplinary penalty being imposed and has improved his or her work and conduct, the authority which imposed the disciplinary penalty may order the disciplinary penalty to be lifted and the disciplinary measure to be removed, with an appropriate entry in the staff file of the person concerned.

(8) Any person may complain to the university about an act that may constitute a disciplinary offense. The complaint must be made in writing and registered at the WUT Registry Office.

(9) Violation of the principles detailed in the Code of Academic Ethics and Deontology will be analyzed according to the provisions of the Code of Academic Ethics and Deontology as well as in accordance with the Regulation of the WUT's Committee on Academic Ethics and Deontology.

#### **7.4. EMPLOYEES' FINANCIAL LIABILITY**

The financial liability of teaching, research, auxiliary and non-teaching staff is established in accordance with labor legislation. Measures for the recovery of damages shall be taken in accordance with labor legislation.

##### **General provisions**

**7.4.1.** Both the employee and the employer are liable for each other's material damage under the rules and principles of contractual civil liability.

**7.4.2.** Only the damage caused is subject to financial liability:

- a) by the employee through his fault and in connection with his work;
- b) by the employer, through the employer's fault and in the course of or in connection with the performance of the employee's duties.

**7.4.3.** The parties shall not be liable for damage caused by force majeure or other unforeseen causes and which could not be removed, nor for damage that falls within the normal risk of the service.

##### **Procedure for recovering material damages**

**7.4.4.** An employee who has caused material damage to the employer is obliged to cover it.

**7.4.5.** The employee is also obliged to cover the damage caused:

- a) who has received an undue sum from the employer;
- b) who has received goods that do not belong to him;
- c) to whom services were rendered to which he was not entitled.

**7.4.6.** Where the damage has been caused by more than one employee, the amount of each employee's liability shall be determined in proportion to the extent to which he or she has contributed to the damage.

**7.4.7.** Where the contribution to the damage cannot be determined, each employee involved shall be liable in proportion to his net salary at the date when the damage was ascertained.

**7.4.8.** If the employee and the employer agree on the amount to be reimbursed, the employee

may give a payment undertaking, by which he undertakes to pay the amount at the cashier's office of the WUT, or by another legal means, agreed by mutual consent.

**7.4.9.** If the guilty employee terminates the individual employment contract before indemnifying the employer, the recovery of damages shall be made from the new employer, or, if the guilty employee does not re-employ, the recovery of damages shall be made by pursuing his assets, under the conditions of the Code of Civil Procedure.

**7.4.10.** The employer shall recover the amount paid to the aggrieved employee from the employee who caused the injury, following the procedure described in this section.

## **CHAP. VIII PROFESSIONAL EVALUATION CRITERIA AND PROCEDURES. REWARDS**

### **A. EMPLOYEE EVALUATION**

**8.1.** Employees will be professionally evaluated annually.

**8.2.** The evaluation of the staff employed within the WUT is carried out in accordance with the methodology approved by the University Senate.

**8.3.** The annual professional evaluation is based on the following general criteria:

- a) knowledge and experience;
- b) complexity, creativity and diversity of activities;
- c) judgment and the impact of decisions;
- d) responsibility, coordination and supervision;
- e) social dialog and communication;
- f) working conditions;
- g) incompatibilities and special regimes.

**8.4.** The general performance criteria taken into account in the promotion of staff to a new post, grade/grade/professional step or for the purpose of awarding prizes are as follows:

- a) professional knowledge and skills;
- b) the quality, efficiency and effectiveness of the activities carried out;
- c) further professional training;
- d) ability to work in a team;
- e) communicate;
- f) discipline;
- g) stress resistance and adaptability;
- h) the ability to take responsibility;
- i) integrity and professional ethics.

**8.5.** The employer has the obligation to apply the evaluation criteria in an objective, fair and non-discriminatory manner, in compliance with the provisions of Law no. 202/2002 on equal opportunities for women and men.

**8.6.** Periodic assessment will be carried out through the use of Assessment Sheets. Assessment results will be expressed in marks and grades.

The results of the professional assessment may be used to:

- selecting employees for promotion;
- selection of employees prior to collective redundancies;
- selection of suitable professional employees;

- granting rewards in accordance with applicable legal and internal provisions.

**8.7.** In carrying out the individual performance appraisal process it will be kept in mind that the appraisal should:

- reflect the entire activity performed by the employee during the appraisal period;
- is based on accurate and truthful information and that it removes any hint of subjectivity;
- compare the employee's performance and potential with the objectives and requirements of the job;
- differentiate employees within the department on performance criteria;
- make the employee aware of their strengths as well as their weaknesses.

**8.8.** The evaluation of the staff employed in the V.V.U. can be carried out both by the direct supervisor and by other people who come into direct contact with the person being evaluated: colleagues, students, collaborators, etc.; the employee can also self-evaluate his/her professional performance.

**8.9.** Student evaluation of teacher performance is mandatory. Evaluation results are public information.

**8.10.** The job descriptions or individual employment contracts of teaching and research staff may include objectives or minimum standards of teaching and research performance, as well as clauses on the termination of contracts for failure to meet these minimum standards.

**8.11.** In the case of auxiliary and non-teaching teaching staff, obtaining an unsatisfactory rating for 2 consecutive years leads to dismissal for professional misconduct.

## **B. REWARDING EMPLOYEES**

**8.12.** For outstanding achievements in their work and for stimulating future results, employees may receive the following rewards:

- a) verbal or written thanks from the university management;
- b) public address of thanks;
- c) higher assessment indices;
- d) granting higher salary steps or grades;
- e) orders, medals, honorary titles, honorary diplomas and badges;
- f) awards in the category of those provided for budgetary units and other rights of a salary nature in compliance with the applicable legal provisions and Collective Bargaining Agreements.

**8.13.** Rewards shall not be granted to employees who have had disciplinary misconduct resulting in disciplinary sanctions in the 12 months preceding the granting of the reward.

## **CAP. IX DETAILED RULES FOR THE APPLICATION OF OTHER SPECIFIC LEGAL OR CONTRACTUAL PROVISIONS**

### **9.1. SOCIAL PROTECTION MEASURES COVERED BY O.U.G. NO 96/2003**

**9.1.1.** Employees who are pregnant, breastfeeding or breastfeeding are required to go to their family doctor to obtain a medical document certifying their condition. If employees do not go to the family doctor and do not inform the employer in writing of their condition, the employer is released from his obligations until the pregnancy is visible.



**9.1.2.** For all activities likely to present a specific risk of exposure to agents, processes and working conditions, the employer is obliged to assess annually, and whenever working conditions change, the nature, degree and duration of the employee's exposure in order to determine any risk to her safety or health and any effect on pregnancy or breastfeeding.

**9.1.3.** Within 10 working days from the date on which the employer has been notified in writing by an employee that she is in one of the following situations: pregnant, lactating or breastfeeding, the employer is obliged to notify the occupational health physician , as well as the territorial labor inspectorate within whose area of activity she works.

**9.1.4.** The employer has an obligation to keep the employee's pregnancy confidential and will not inform other employees except with her written consent and only in the interests of the smooth running of the work process, when the pregnancy is not visible.

**9.1.5.** If an employee carries out an activity at work that poses a risk to her health or safety or has repercussions on pregnancy and breastfeeding, the employer is obliged to modify her working conditions and/or working hours accordingly or, if this is not possible, to assign her to another job that does not pose a risk to her health or safety, as recommended by the occupational health physician or family doctor, while maintaining her salary.

**9.1.6.** If the employer cannot change their place of work for justified reasons, employees are entitled to maternity leave.

**9.1.7.** In order to protect their health and that of their child after childbirth, employees are required to take a minimum of 42 days' postnatal leave.

**9.1.8.** Employers are obliged to give breastfeeding employees two breastfeeding breaks of one hour each during working hours until the child is one year old. These breaks shall include the time needed to travel to and from the place where the child is present.

**9.1.9.** At the mother's request, breastfeeding breaks will be replaced by a reduction of her normal working time by two hours per day. Breaks and reductions in normal working time granted for breastfeeding shall be included in working time, shall not reduce earnings and shall be paid entirely from the employer's wage fund.

**9.1.10.** If the employer provides special rooms for breastfeeding in the establishment, they shall meet the hygiene conditions corresponding to the health standards in force.

**9.1.11.** An employee who is pregnant, has recently given birth or is breastfeeding may not be obliged to perform night work. If the health of such employees is affected by night work, the employer is obliged, at the employee's written request, to transfer her to a day job, while maintaining her gross basic monthly gross salary. The employee's request shall be accompanied by a medical document stating the period during which her health is affected by night work.

**9.1.12.** If, for objectively justified reasons, the transfer is not possible, the employee will be entitled to maternity leave and maternity allowance.

**9.1.13.** The employer is prohibited from ordering the termination of employment or service in the case of:



- pregnant, breastfeeding or lactating employees for reasons directly related to their condition;
- the employee who is on maternity leave;
- an employee on maternity leave;
- an employee who is on parental leave for a child up to 2 years of age, in the case of a disabled child up to 3 years of age;
- an employee who is on leave for the care of a sick child up to the age of 7 in the case of a disabled child up to the age of 18.

**9.1.14.** The prohibition of dismissal of an employee on maternity leave shall be extended, once only, for up to 6 months after the employee's return to the establishment.

**9.1.15.** The provisions of shall not apply in the case of dismissal for economic reasons, following judicial reorganization or bankruptcy of the employer.

**9.1.16.** Employees whose employment or employment relationship has been terminated for reasons which they consider to be related to their condition have the right to challenge the employer's decision before the competent court within 30 days of the date of its communication, in accordance with the law.

## CAP. X FINAL PROVISIONS

**10.1.** The Human Resources Department of WUT will disseminate this Regulation of Internal Order to the faculties, departments, offices and services within WUT

**10.2.** Employees with managerial positions (department directors/deans of faculty, etc.) are obliged to inform their subordinate employees of the provisions of these Rules of Internal Order.

**10.3.** The Internal Regulations shall be binding on all employees.

**10.4.** The provisions of these Rules of Internal Order may be amended or supplemented whenever the needs of organization and discipline of work will require it.

The authority to amend this regulation belongs to the Senate of the University, except for some rewordings, which clarify and do not affect the meaning of the provisions, which can be adopted operationally and by the WUT Senate Bureau.

**10.5.** Any amendment to the content of the Internal Regulations, based on changes in the legal provisions or on the initiative of the employer, carried out within the limits of the legal provisions, shall be subject to the information procedures set out in the above articles.

**10.6.** This Regulation of Internal Order was approved in the WUT Senate meeting on 27.07.2018, meeting attended by the representatives of the Universitas Timisiensis Trade Union, the first edition was approved in the Senate meeting on 10.07.2008.