

APPROVED

RISEBA Rector on 31 .01.2022

WORK PROCEDURE PROVISIONS

OBJECTIVE

The objective of the provisions is to determine uniform work procedures for all RISEBA University of Business, Arts and Technology (hereinafter referred to in the text as RISEBA or the Employer) employees in Riga and at the Daugavpils Branch.

SCOPE

These work procedure provisions are binding on all RISEBA employees in Riga and at the Daugavpils Branch, regardless of the length of their employment contract.

ABBREVIATIONS AND CONCEPTS

<u>Employer</u>	SIA Biznesa, mākslas un tehnoloģiju augstskola "RISEBA" (RISEBA), represented by the Rector or the Rector's authorised representative
<u>Employee</u>	A natural person who is in employment relations with RISEBA on the basis of an employment contract
Main job	The primary job the employee performs at RISEBA as a main source of income
Additional duties	Duties that the employee performs parallel to their main job at RISEBA within the framework of an additional agreement to the Employment contract
Parallel job	A job that the employee performs at RISEBA within the framework of a contract with the employer regarding the performance of this parallel job

OUTLINE

1. General Terms and Conditions

- 1.1. These work procedure provisions are binding on all RISEBA employees.
- <u>1.2.</u> These work procedure provisions shall come into force after they have been announced by order of the Rector.
- 1.3. Before commencing legal employment relations at RISEBA, the employee shall be introduced to these procedures by a Human Resources Department employee.
- 1.4. The Employer is entitled to amend or supplement the work procedure provisions. Employees shall be introduced to changes and additions no later than one month after they come into force.
- 1.5. In the event of the work procedure provisions being supplemented or amended, employees shall be introduced to the changes by a Human Resources Department employee and/or structural unit head, unless otherwise stipulated in the Rector's order.
- <u>1.6.</u> These work procedure provisions are publicly accessible to all employees.

2. Establishment of legal employment relations

2.1. The Head of the Structural Unit is obliged to notify the Employer about the need to hire an employee no later than **10** (**ten**) **business days** before the potential employee starts work.

- 2.2. The Head of the Structural Unit must inform a Human Resources Department employee about the hiring of the new employee no later than 5 (five) business days before the potential employee starts work, on the condition that the Rector's approval has been received for the hiring of the employee. The Head of the Structural Unit is obliged to personally introduce the new employee to RISEBA management.
- <u>2.3.</u> Before establishing legal employment relations, the employee shall submit the following documents to the Human Resources Department:
 - 2.3.1. a submission regarding the establishment of legal employment relations with the requisite approvals (from the immediate superior, employer);
 - 2.3.2. a compulsory health check performance card (1 copy);
 - 2.3.3. an original personal ID document (passport or birth certificate if the person is under 16 years of age) shall be presented, and a copy of this document shall be submitted;
 - 2.3.4. a copy of a state language proficiency certificate (presenting the original) in the instances provided for laws and regulations;
 - 2.3.5. original copies of a document or documents shall be presented confirming the prospective employee's education or professional preparedness, and copies of the documents submitted;
 - 2.3.6. a Curriculum Vitae (CV according to the Europass template in Latvian and English).
- <u>2.4.</u> In addition to these documents, the Employer may ask the employee for a copy of their marriage certificate if the surnames on the submitted documents differ.
- 2.5. After verification of the submitted documents, the Human Resources Department employee shall prepare an Employment Contract in 2 copies, which shall be signed by the Employer or the Employer's authorised representative and the prospective employee. One copy of the signed Employment Contract shall be kept by the Employer and the other by the Employee. The Head of the Structural Unit cannot allow the employee to start work before the employee has signed the contract and been introduced to the Work Procedure and Occupational Health and Safety provisions.
- <u>2.6.</u> The employee shall be briefed on their job description, which is an integral element of the employment contract. One copy of the signed job description shall be kept by the Employer and the other by the Employee.
- 2.7. The employment contract may be concluded indefinitely or for a specific term.
 - 2.7.1. The length of an employment contract concluded for a specific term cannot be longer than 5 (five) years for general RISEBA personnel, including term extensions, and no longer than 6 (six) years (six) years for academic staff members during one appointment period.
- 2.8. Within 2 (two) business days of being hired, the employee shall notify the State Revenue Service that RISEBA is the place where they earn their main income.
- 2.9. If an employee works for several employers, the employee, as they deem appropriate, shall notify the employer which workplace they consider to be the main one, or the place which the employee considers to be their main source of income. Before concluding the employment contract, the employee is obliged to inform RISEBA about any job they may hold with another employer.
- 2.10. Upon concluding the employment contract, the employer (as it deems appropriate) shall set a trial period (of up to 3 (three) months, which does not include any time during which the

- employee is unable to work), in order to ascertain whether the employee's professional skills in the relevant position correspond to the job duties entrusted to them.
- 2.11. When appointing academic staff members to a primary job, an additional condition must be complied with appointment in an open competition in accordance with the RISEBA "Regulation Regarding Elections to Academic Positions". In an exceptional case, following a proposal from the Department Head or study programme director, and with the acceptance of the Vice-Rector for Studies, the Rector shall conclude an employment contract for one year in an academic position with a person whose academic and professional qualifications correspond to the specifications of RISEBA.

3. Termination of legal employment relations

- 3.1. Legal employment relations may be terminated at the employee's request, upon receipt of notice from the employer, in connection with the expiry of the employment contract, or subject to mutual agreement between both parties. The employer, when terminating legal employment relations with the employee, shall comply with the LR Labour Law.
- 3.2. Notice from the Employee:
 - 3.2.1. The Employee is entitled to terminate the employment contract by notifying the employer accordingly in writing one month in advance, or in other instances provided for in the Labour Law.
 - 3.2.2. Upon receiving the corresponding approval (from an immediate superior or the Rector), the employee is obliged to deliver their statement of notice to the Human Resources Department so that the redundancy documentation can be prepared in good time.
 - 3.2.3. The Employee's rights to withdraw their notice are determined by the Employer.
- 3.3. Notice from the Employer:
 - 3.3.1. The Employer is entitled to terminate the contract with the Employee according to the procedures stipulated in the Labour Law and in the employment contract, complying with the redundancy timeframe provided for in the law, the amounts of support payments to be paid out, and other regulations.
 - 3.3.2. The Employer's rights to withdraw its notice are determined by the Employee.
- 3.4. In the case of a contract that has been concluded for an indefinite period, legal employment relations shall end on the date when the employment contract expires, unless the parties agree otherwise.
- 3.5. After submitting an approved submission (approved by their immediate superior or the Rector) to the Human Resources Department, or after receiving notice, the Human Resources Department shall issue the employee a circular sheet (Annex No.1) to inform the relevant Heads of Structural Units, and the employee shall settle their material obligations to RISEBA in good time.
- <u>3.6.</u> If an employee fails to fulfil their obligations by their final day at work, the employer may bring a case to court seeking compensation for material losses.
- 3.7. If an employee who is terminating legal employment relations is a materially liable person, the Head of the relevant Structural Unit shall arrange the transfer of material assets to another employee by drawing up a delivery-acceptance act for these material assets.
- 3.8. In the case of academic staff members who have not been appointed to an academic position for a new term, the employment contract will be terminated on the last date of the appointment of the relevant academically elected staff member.

- 3.9. Termination of legal employment relations shall be drawn up by order of the employer. The last day at work is deemed to be the date specified in the order.
- 3.10. If the job expiry date falls on a weekend or a public holiday, the last day at work shall be considered to be the day prior to the respective weekend or public holiday, unless the parties have agreed otherwise.
- 3.11. On the last at work, the Accounting Department shall make the final payment to the employee.

4. Obligations of the Employee

- 4.1. To perform assigned duties in accordance with the job description and employment contract.
- <u>4.2.</u> To comply with these regulations, orders from the Rector, and tasks assigned by their immediate structural unit superior.
- 4.3. To comply with internal procedural rules, occupational health and safety, electrical safety, safety equipment, work hygiene and fire safety, and building usage regulations, as well as other internal RISEBA regulatory documents, including the Ethics Code, the Regulation regarding Plagiarism, as well as procedures and instructions related to the Quality Management System.
- <u>4.4.</u> To be polite and friendly, as well as help and treat colleagues and students with respect, respecting their rights and duties.
- 4.5. To adhere to set working hours.
- <u>4.6.</u> To undergo a compulsory health check in good time, in accordance with an order from the Rector.
- 4.7. Within **ten business days** of the receipt of a new document (Part 2, Sub-clause 2.3 and Clause 2.4), present the original document to a Human Resources Department employee and, if necessary, issue copies of the document.
- 4.8. To notify the Human Resources Department employee within **5** (**five**) **business days** of any change to their bank account number.
- 4.9. To be liable for losses sustained by the employer while performing their job duties, or as a result of the action or inaction of the employee.
- 4.10. In the event that a contract regarding material liability has been signed with the employee, to be liable for the material assets placed at their disposal, in accordance with the concluded contract.
- <u>4.11.</u> To raise their qualifications, regularly supplement their knowledge and upgrade their professional skills, and participate in seminars, courses, conferences and other activities.
- 4.12. Upon the expiry of legal employment relations, to hand over any material assets received and work documentation (documents) to the person specified by their immediate superior.
- 4.13. To notify their immediate superior as soon as possible of any absence from or late arrival to work, and to present a document justifying the late arrival or absence to the immediate superior.
- 4.14. No later than **3 (three) business days** after receiving a notification of sick leave, to present it to the Human Resources Department. If any employee fails to report the reason for their absence in a timely manner, the employer is entitled to consider failure to attend work as absence from work without a justifiable reason.
- 4.15. Not to disclose information related to RISEBA to third persons including:

- 4.15.1. financial information (including, but not limited to, revenue, debtors, prices or other financial information, which has nothing to do with the third person);
- 4.15.2. information related to personnel and students (including, but not limited to, employee and student data, job remuneration and compensation terms and conditions, current or planned employee motivation and promotion measures, employment termination terms and reasons, disciplinary procedures, employee training methods, employee and student performance or other information about employees or students);
- 4.15.3. intellectual property that has been placed at the Employee's disposal, including *knowhow*, business plans, work and conceptual work done as part of a project, or any other research;
- 4.15.4. any other information about maintenance, technical matters or those of a scientific nature.
- 4.15.5. information that is publicly available to third persons in accordance with the laws and regulations of the Republic of Latvia is not considered to be confidential.
- <u>4.16.</u> To participate in events decreed by their immediate superior or the Rector (meetings, seminars, other events).
- 4.17. Within the scope of their duties, to take care to immediately eradicate causes or circumstances that delay or impair the performance of work. To notify their immediate superior about any obstacles that have a detrimental impact on the performance of their job, or of losses or threats that could result in losses being incurred.
- 4.18. To treat inventory placed at their disposal with proper care. To keep jointly used premises and their place of work clean and tidy. To keep their place of work clean and tidy.
- 4.19. After the end of classes, it is the duty of academic staff members to hand in the keys to the auditorium to an Information Centre employee or to the watchman/guard.

5. Rights of the Employee

- 5.1. Safe and healthy working conditions.
- 5.2. Rest and an annual paid vacation.
- 5.3. To receive job remuneration for work performed.
- <u>5.4.</u> To receive information about events at RISEBA, except information that has been deemed to have restricted access status in accordance with the procedures stipulated in the law and RISEBA regulatory documents, including the data of natural persons, etc.
- <u>5.5.</u> In instances involving proposals, disagreements and/or conflicts, approach RISEBA management with proposals or complaints according to the following procedures:
 - 5.5.1. issues should initially be resolved by the Head of the relevant Structural Unit;
 - 5.5.2. if the issues have not been resolved at the aforementioned level or have been overlooked, the person concerned is entitled to approach the vice-rectors or Rector.
- <u>5.6.</u> To terminate legal employment relations in accordance with the procedures stipulated in the Labour Law.
- 5.7. To conclude a company agreement or employment contract or any other type of contract with another employer only after receiving written permission from the Employer. If the Employee fails to comply with this provision, this shall be considered to be a significant violation of their employment contract, and the Employer is entitled to withdraw from the employment contract in accordance with Section 101, Paragraph one, Clause 1 of the Labour Law.

6. Obligations of the Employer

- 6.1. To provide healthy, safe working conditions appropriate for work.
- 6.2. To organise work at RISEBA so that every employee can perform their job duties properly.
- <u>6.3.</u> To formulate objectives, tasks and instructions clearly, and to set realistic deadlines for the fulfilment of tasks.
- <u>6.4.</u> To provide employees with the equipment required to perform their duties.
- 6.5. To ensure the payment of job remuneration in accordance with the procedure stipulated in the employment contract.
- <u>6.6.</u> Subject to mutual agreement, to give the employee the opportunity to raise their qualifications by participating in seminars, courses and conferences, etc. including during working hours.
- <u>6.7.</u> To notify employees about planned changes to job remuneration at least one month in advance, and to listen to and evaluate employee proposals and complaints.
- <u>6.8.</u> To brief the Employee on the job to be done as well as conditions, work procedures, occupational health and safety, fire safety and other regulations required for work, as well as to perform the required training.

7. Rights of the Employer

- 7.1. To restrict the employee's right to work for another employer, based on the concluded employment contract between the Employer and the Employee.
- <u>7.2.</u> To terminate legal employment relations in accordance with the procedures stipulated in the Labour Law.
- 7.3. To assign the employee additional work, in connection with an increase in the amount of work, in the absence of a current employee or to perform the duties inherent to a vacant position, in addition to their immediate job duties.
- 7.4. At least once a year, to evaluate the Employee's responsibilities, in accordance with the job performance and management system, and after the evaluation, review and, with the Employee's consent, amend or supplement their job description, including their objectives, etc.
- <u>7.5.</u> To ask the employee to perform their job with proper diligence and to treat the Employer's property with care.
- <u>7.6.</u> To ask the employee to comply with the Work Procedure Provisions and other laws and regulations.
- 7.7. To request written explanations from the employee or an official report on matters concerning work and employment relations.
- 7.8. To dismiss the employee from their job in the instances stipulated in the LR Labour Law.
- 7.9. To issue an order compelling the employee to undergo a compulsory health check.
- <u>7.10.</u> To propose that the employee should receive a bonus or an award, or to impose a disciplinary punishment on them.
- 7.11. The employer is entitled at its own initiative to confer the following benefits on employees:
 - 7.11.1. to pay out bonuses for job efficiency or for performing additional duties as provided for in Clause 3.1.2 of the Employment Contract;
 - 7.11.2. to provide employees with health insurance policies;
 - 7.11.3. to award additional paid days off work;
 - 7.11.4. at the Employee's request, to set flexible working hours;

- 7.11.5. to award study discounts to employees, their children, or other first-degree relatives (sisters, brothers, etc.);
- 7.11.6. to award financial support to an Employee on special occasions in life (the birth of a child, getting married, the death of a loved one, etc.).
- 7.11.7. to award a RISEBA award for the performance of outstanding work;
- 7.11.8. to provide the Employee with other benefits according to the Employer's views and means.
- 7.12. The Employer is entitled, after evaluating the necessity of the job and its performance, to fairly dividing up work within the framework of a single department, as well as maintaining proper control over the performance of jobs, to preclude members of one family, i.e. first- and second-degree relatives and in-laws, to work under the auspices of a single department.

8. Duties of a Structural Unit Head:

- 8.1. To prepare, or if necessary, to recommend the Employer to update or supplement the Employee's job description.
- 8.2. To prevent an employee without an employment contract from working or from doing so after the expiry of the employment contract.
- <u>8.3.</u> To set work schedules for structural unit employees and make sure that they are complied with.
- <u>8.4.</u> To foster the employee's professional development in accordance with the requirements set for the job position.
- 8.5. To ensure the replacement of absent employees and optimal functioning of the structural unit.
- 8.6. Within 2 (two) business days, notify the Human Resources Department in writing about a structural unit employee's absence from work. If the reasons are not justified, draw up an act.
- 8.7. To ensure the protection of the employee's data, and to provide information about personnel only in accordance with the procedures stipulated in laws and other regulatory enactments.
- <u>8.8.</u> To ensure that work performed by employees is kept track of in accordance with the set procedure (working hours table).
- 8.9. To regularly notify employees about changes and additions to laws and other regulatory enactments that regulate the functioning of the structural unit and performance of the duties inherent to the position held.
- <u>8.10.</u> To prepare proposals regarding employee awards, notes or reprimands, and to submit these to the Human Resources Department together with the relevant approvals.
- <u>8.11.</u> To plan their working hours in an electronic form accessible to RISEBA management or other structural unit heads, in accordance with established procedures at RISEBA.

9. Organisation of working hours and leisure time

- <u>9.1.</u> Working hours are the period from the start to the end of work, during which the employee performs their job and is at the employer's disposal, except for breaks.
- <u>9.2.</u> Employees' normal working hours at the company must not exceed 40 hours a week, and for employees aged 16 to 18 years of age 35 hours a week.
- <u>9.3.</u> If the number of hours exceeds the aforementioned (Clause 9.2), it shall be considered to be overtime work.

9.4. If the number of hours/days is shorter than normal daily working hours, in accordance with Section 131, Clause 2 of the LR Labour Law, normal working hours on another weekday may be extended, but by no more than one hour.

9.5. RISEBA working hours:

- 9.5.1. Working hours of RISEBA academic staff members are subordinate to lecture schedules.
- 9.5.2. For a five-day business week with two days off (usually Saturday and Sunday, the length of the working day is 8 hours a day 40 hours a week. Normal weekday working hours are from 9:00 to 18:00. Employees shall have a lunch break of one hour, at the time of their choosing, but no later than four hours after the start of the business day and no sooner than 30 minutes.
- 9.5.3. Other times may be set for the start and end of working hours, subject to the approval of the work timetable by the immediate superior, observing business day durations of 8 hours a day -40 hours a week.
- 9.5.4. During seven days, the weekly rest time must not be less than 42 consecutive hours.
- 9.5.5. If a six-day working week has been set with one day off (usually Sunday), the length of daily working hours must not exceed seven hours. Work on Saturdays shall end earlier than on other days. The employee shall be awarded one day off of their choosing

9.6. RISEBA night and shift timetable work:

- 9.6.1. Guards/watchmen perform their duties in accordance with the shift timetable approved by the Head of the Maintenance Department.
- 9.6.2. It is prohibited to delegate an employee to work two shifts in a row.
- 9.6.3. The Head of the Maintenance Department must acquaint employees with shift timetables no later than one month before they come into force.
- 9.6.4. If the shift is not replaced at the specified time, the employee who has not been replaced is obliged to continue work if stopping work is not permissible. The employee shall notify their immediate superior without delay about continuing work, whose task it is to arrange without delay the replacement of the working employee with another.
- 9.6.5. Guards/watchmen who work according to accumulated working hours must fulfil their job duties at night and on public holidays, and their working hours are paid according to the procedure stipulated in the Labour Law.
- 9.6.6. RISEBA sets **3** (**three**) **calendar months** as the accumulated working hour reporting period. Total work time must not exceed the number of working hours in a 3 (three) month period.

9.7. RISEBA total working hours:

- 9.7.1. Accumulated working hours are set for academic staff members.
- 9.7.2. Within the framework of accumulated working hours, it is prohibited to employ an employee for longer than 24 hours in a row and 56 hours a week.
- 9.7.3. RISEBA sets **3** (**three**) **calendar months** as the accumulated working hour reporting period. Total work time must not exceed the number of working hours in a 3 (three) month period.
- 9.8. During work breaks, employees are entitled to leave their place of work.

- 9.9. If it is necessary to ensure a continual flow of work or, if this is urgently required by RISEBA, it is permissible to employ an employee on a Sunday, granting them rest on another day of the week.
- 9.10. The working hours of academic staff members are set according to the class schedule, which is drawn up by the relevant study programme administrators, after clearing it with academic staff members. The class schedule is available from the relevant study programme administrators or on the relevant study programme's information board, as well as in the uniform information system.
- 9.11. The organisation of study:
- <u>9.12.</u> Studies at RISEBA are organised according to the academic calendar, which the Rector approves for each academic year. The academic year plan provides for:
 - 9.14.1. Autumn semester -20 weeks;
 - 9.14.2. Spring semester -20 weeks;
 - 9.14.3. RISEBA has a study year plan, which is approved by the RISEBA Vice-Rector for Studies. Classes begin at 8:20, and end at 21:45, while evening classes start at 18:00. The duration of an academic hour is 45 minutes. One class lasts for two academic hours.
- 9.13. RISEBA management representatives, faculty deans, department heads and study programme directors must ensure visitors are received on weekdays, at a time approved by the immediate superior.
- 9.14. RISEBA employees, except for those who are responsible for ensuring the continual operation of RISEBA, are not employed on public holidays stipulated in the law.
- <u>9.15.</u> On days before public holidays, the length of the working day is shortened in accordance with the procedure stipulated in the law or by a separate decision from management.
- <u>9.16.</u> The employer is entitled to engage an employee in overtime work in the instances and accordance with the procedures stipulated in the Labour Law.
- 9.17. Structural unit heads keep track of working hours, making the relevant entries in the working hour's log table, and submit the working hours log table to the Human Resources Department by the 5th of each month.

10. Salary payment procedures

- 10.1. Non-cash payments have been introduced at RISEBA. Salaries are transferred to the employee's specified bank account.
- 10.2. Remuneration is calculated in accordance with the working hours log tables and academic hours actually worked during the month, according to standard workload benchmarks approved by the Employer for academic staff members for the study year in question, multiplying the number of academic hours worked by the rate set for one academic hour.
- 10.3. Salaries are paid out to the employee by the deadlines specified in the employment contract.
- 10.4. When paying out remuneration, at the employee's request, the employee shall be issued a job remuneration calculation prepared in writing, specifying the remuneration paid out, taxes withheld and compulsory state social security contributions, as well as hours worked, including overtime, and hours worked at night and on public holidays. At the employee's request, the accountant is obliged to explain this calculation.
- 10.5. Remuneration for the period of leave and job remuneration for time worked before going on leave will be paid out to the employee no later than one day before the leave begins unless the employee has established another payment period in a corresponding application.

10.6. In the event of the termination of employment relations, the final monies due to the employee will be paid on the day of their dismissal, and transferred to the employee's bank current account.

11. General procedures for allocation of leave

- 11.1. Annual paid leave is awarded every year at the time specified in the leave schedule approved by the RISEBA Rector or in accordance with an application from the employee.
- 11.2. Annual paid leave cannot be shorter than four calendar weeks, not including public holidays for general personnel and eight calendar weeks for academic staff members.
- 11.3. With the agreement of the Employee and the Employer, annual paid leave during the current year may be granted in portions. One portion of leave during the current year shall not be less than two uninterrupted calendar weeks, while the remaining portion of annual paid leave shall be divided into calendar weeks. No other procedure for dividing up annual paid leave is permissible.
- 11.4. In exceptional instances, when awarding annual paid leave to the employee in full during the current year could hurt the company's usual operations, with the employee's agreement, it is permissible to defer a portion of leave to the following year. In this case, the portion of current leave must be no shorter than two uninterrupted calendar weeks. If possible, a deferred portion of leave will be attached to the following leave.
- 11.5. Any portion of leave may only be deferred for up to one year.
- 11.6. Financial compensation of annual paid leave is not permissible except for instances when lawful employment relations with the employee are being terminated, and the employee has not used their annual paid leave.
- <u>11.7.</u> Employees must inform their immediate superior by 28 February of the current year about their desired leave time as part of their annual paid leave.
- 11.8. The Head of the Structural Unit:
 - 11.8.1.shall compile a leave schedule reflecting the order in which the relevant structural unit's employees use their annual paid leave during the course of the calendar year, taking the wishes of employees and the interests of RISEBA into account;
 - 11.8.2. shall keep track to ensure that the times when the annual paid leave of the relevant structural unit's employees is used are planned to ensure the functioning of the respective structural unit and the continual fulfilment of tasks during the calendar year, including providing for the possibility to substitute for both the structural unit head and employees;
 - 11.8.3. ensure that entries in the leave schedule regarding the order in which the relevant structural unit's employees use their annual paid leave are confirmed with the signatures of the employees in question;
 - 11.8.4. Sign the relevant structural unit's leave schedule, obtain clearance for it from higher standing management, and submit it to the Human Resources Department by 30 March of the current calendar year.
- 11.9. By the end of March of the corresponding year, a Human Resources Department employee will collate the leave schedules of all the structural units and compile the overall company leave schedule for the year in question.
- 11.10. If for some reason an employee has not made an entry on the relevant structural unit's leave schedule, the employee shall fill in an application to be awarded annual leave and, before submitting it to the Human Resources Department, clear it with their immediate superior and the RISEBA Rector.

- 11.11.In exceptional circumstances, (an employee's temporary work incapacity, the need to ensure the continual fulfilment of the structural unit's functions and tasks, situations involving the employee's family or due to other important personal circumstances), in accordance with a motivated application from the employee that has been approved by the relevant structural unit heads and the Rector, the leave schedule may be amended, subject to reaching an agreement with the structural unit head about another time to use annual leave.
- 11.12. The employee may be summoned to return from leave by order of the Rector in the instances specified in Section 136, Paragraph Three of the Labour Law.
- 11.13. An employee shall submit an application regarding annual paid leave, additional leave, study leave, paternity leave, or unpaid leave, which has been approved by the relevant structural unit heads and the Rector, to the Human Resources Department no later than 10 (ten) calendar days before the start of the desired leave, specifying the start date of the leave to be awarded and the number of days.
- <u>11.14.</u>Women are entitled to request leave before or immediately after maternity leave, regardless of the amount of time they have spent working for the relevant employer.
- 11.15. An employee shall submit an application to the Human Resources Department, which has been approved by their structural unit heads, to be awarded a day off work because they plan to donate blood at a medical institution, 5 (five) business days before the day that they would like to take off work. The application shall be accompanied by a statement issued by a medical institution regarding a donation of blood.
- 11.16. An employee, during whose annual paid leave, additional leave and/or awarded day off work, finds themselves temporarily unable to work, shall submit an application, which has been approved by the structural unit heads, to the Human Resources Department regarding extension or deferral of the annual paid leave or additional leave, or deferral of a day off work, enclosing a copy of the work incapacity sheet ("A" and/or "B").
- 11.17. The length of annual paid leave for academic staff members is determined in accordance with the Law on Higher Education Institutions of Latvia. In accordance with the Law on Higher Education Institutions of Latvia, annual paid leave shall be set at no less than 8 calendar weeks, and every six years six calendar months of paid academic leave to conduct scientific research or perform research work outside of the workplace.
- <u>11.18.</u>Academic staff members are entitled to additional leave in the instances specified in the Law on Higher Education Institutions of Latvia.
- 11.19. The amount of annual paid leave time and additional leave time are determined in the employment contract.
- 11.20. Paid additional leave must be used during the year for which it has been awarded.
- 11.21.If necessary, and if this does not affect the operation of the Employer's company and continuity of processes, or result in losses or additional expenses for the Employer, the Employee may request unpaid leave or additional leave in accordance with the procedures laid down in the Labour Law.
- 11.22. Before going on leave, the employee is obliged to check with the Human Resources Department that they have been granted leave.

12. Awards and honours

- <u>12.1.</u> For exemplary performance of duties, long and good service, acting upon its initiative, RISEBA management may:
 - 12.1.1 express gratitude;

- 12.1.2. pay out a bonus;
- 12.1.3. present a valuable award;
- 12.1.4. present a certificate of recognition.

13. Liability of employees for breaches of working procedural rules

- 13.1. If an employee violates the Work Procedure Provisions or fails to fulfil, or negligently fulfils, their duties as specified in their employment contract, Work Procedure Provisions or the job description, the employer may impose the disciplinary punishments specified in the LR Labour Law on the employee in question.
- 13.2. In choosing a punishment, the gravity of the violation shall be taken into consideration, along with the circumstances in which it was committed, as well as the employee's work to date. For each violation, only one disciplinary punishment may be imposed.
- 13.3. Before the punishment is imposed, the head of the structural unit shall notify the employee in writing about the nature of the violation committed and subsequently ask for a written explanation regarding the violation committed, which the employee must submit to the head of the structural unit no later than 24 hours from the time that the explanation was requested, excluding weekends and public holidays.
- 13.4. If the employee declines to write an explanation, the Head of the Structural Unit shall draw up an act in which this refusal is recorded.
- 13.5. The Head of the Structural Unit shall submit a written report and the employee's explanation to the employer.
- 13.6. The employer shall make a note or issue a reprimand within the timeframe stipulated in the Labour Law.
- 13.7. The note or reprimand shall be issued by order of the Rector or their authorised representative, which will then be presented to the employee by their immediate superior within 3 (three) days. The employee shall acknowledge receipt of the order with their signature. If the employee declines to sign, their immediate superior, inviting another employee to bear witness, shall draw up an act regarding the employee's refusal to sign.
- 13.8. Disciplinary punishments are expunged within the timeframe stipulated in the Labour Law.

14. Special provisions

- <u>14.1.</u> The employer or employee may amend the employment contract by mutual agreement, and by concluding an additional agreement to such effect.
- 14.2. Expenses related to compulsory health checks before commencing employment relations shall be covered by the prospective employee at their own expense, upon signing the agreement. RISEBA shall cover the expenses that have arisen if the employee continues to work at RISEBA after their trial period.
- <u>14.3.</u> Participation in seminars, courses and other events during working hours must be approved by the employer.