

COLLECTIVE AGREEMENT

This Collective Agreement (hereinafter referred to as the Agreement) is concluded between Mykolas Romeris University (hereinafter referred to as the University, the Employer), registered at Ateities str. 20, Vilnius, legal entity code 111951726, represented by the Rector of the University, Prof. Dr. Inga Žalėnienė, acting in accordance with the Statutes of the University, and the Trade Union of Employees of the University (hereinafter referred to as the "Trade Union"), legal entity code 300620787, registration certificate No. 099592, issued on 29-11-2006, represented by the Chairperson of the Trade Union, Prof. Dr. Eglė Bilevičiūtė, acting in accordance with the Statutes of the Trade Union, hereinafter in the Agreement shall be referred to collectively as the Parties.

CHAPTER I GENERAL PROVISIONS

1. The Agreement is concluded in accordance with the Constitution of the Republic of Lithuania, the Labour Code of the Republic of Lithuania (hereinafter referred to as the LC), the Law on Science and Studies of the Republic of Lithuania, the University Statute, and other legal acts regulating labour relations. The basic terms used in the Agreement correspond to their meanings as defined in the LC and other legal acts.

2. The Agreement applies to University employees who are members of the Trade Union (hereinafter referred to as employees). The purpose of the Agreement is to regulate relations between employees and the Employer regarding working conditions, working and rest time, remuneration and other social and economic conditions and guarantees, as well as mutual rights, obligations and responsibilities of the Parties.

3. The Agreement is binding on the Parties and their successors in title.

4. The Agreement pursues the following objectives:

4.1. to ensure the effective operation of the University and to represent the rights and legitimate interests of Trade Union members;

4.2. to ensure the fair implementation and establishment of employees' working conditions, remuneration, occupational safety and health, qualification improvement, and other working conditions;

4.3. to create conditions for the harmonious operation of the University community.

5. The Agreement is concluded in accordance with the following principles:

5.1. the principle of equality of the parties: Parties to the Agreement, acting in accordance with the powers granted by the laws of the Republic of Lithuania, shall have equal rights in the performance of the Agreement;

5.2. the principle of reconciliation of interests: Parties to the Agreement shall reconcile their interests and adopt mutually beneficial decisions;

5.3. the principle of the supremacy of employees' rights: in the event of a conflict (collision) of legal norms, except for international agreements, the norms more favourable to employees shall apply;

5.4. the principle of transferability of rights and obligations: in the event of a change in administration and management or reorganization of the University, the Agreement shall remain in force and shall be binding on the new successor of rights and obligations.

6. The Parties agree that in the event of a conflict between the provisions of labour law, only those provisions of labour law that do not worsen the situation of employees compared to those established by the Agreement shall apply. The provisions of the Agreement that worsen the situation of employees compared to those established by the Labour Code and other legal acts regulating labour relations, national and sectoral collective

agreements, and employment contracts shall not be applied when implementing the provisions of the Agreement.

7. The Employer shall familiarize the person being hired with this Agreement.

8. The representatives of the Parties to the Agreement and the institutions authorized by law shall have the right to monitor the implementation of the obligations under the Agreement.

9. All internal legal acts of the University and other issues related to the implementation of the Agreement shall be coordinated with the Trade Union during the term of this Agreement.

10. The Parties shall recognize and respect each other's rights and the rights of the representatives of the Parties and shall fulfil their obligations.

11. The Parties shall endeavour to ensure the successful operation of the University in order to achieve the University's goals and objectives.

12. The Parties shall ensure the protection of the University's material and intellectual property and appropriate working conditions for employees.

13. The Employer shall allocate premises for the performance of the trade union's functions, create conditions for its activities during working hours, and provide the necessary equipment, tools, and materials.

CHAPTER II

CONCLUSION, AMENDMENT AND TERMINATION OF EMPLOYMENT CONTRACTS

14. Employment shall be carried out in accordance with the Labour Code, the Law on Science and Studies, the legal acts implementing them, and the legal acts in force at the University. The adoption and amendment of University legal acts related to employment provisions must be coordinated with the Trade Union.

15. A public competition for a position shall be announced as needed.

16. A public competition for a position may also be announced for a part-time position.

17. Employment contracts with lecturers and researchers who have won a public competition for a position must be concluded no later than 20 working days after the announcement of the results of the public competition.

18. Employment contracts with lecturers and researchers who are not hired through a public competition shall be concluded for a period not exceeding one year. This contract may be extended for another period not exceeding one year.

19. The employment contract may be terminated in accordance with the procedure established by the Labour Code and the Law on Science and Studies.

CHAPTER III

SELECTION AND CERTIFICATION OF TEACHERS AND RESEARCHERS

20. Lecturers and researchers are selected for positions and their performance is evaluated or certified in accordance with the Law on Science and Studies, the University Statute, the principles of employee selection and evaluation established by the University Council, and other legal acts in force at the University. The adoption and amendment of University legal acts related to employment selection provisions must be coordinated with the Trade Union.

21. Lecturers and researchers are subject to the minimum qualification requirements and requirements for the term of office (hereinafter referred to as the Requirements) approved by the University Senate. A transition period of no less than two years shall be granted for stricter Requirements. The selection, evaluation, and certification of lecturers

and researchers hired for a five-year term through a public competition shall be carried out by a commission formed on the basis of the University's legal acts.

22. The composition of the commission shall be approved by the rector. At least one representative of the Trade Union shall be appointed to the commission.

23. If the activities of a lecturer or researcher appointed to a position for a 5-year term through a public competition are evaluated positively in accordance with the procedure established by the University's legal acts, their employment relationship shall be continued by concluding an indefinite employment contract for the same position.

24. Lecturers and researchers who have been appointed to their positions through a public competition for a 5-year term or who work under indefinite employment contracts shall undergo an interim evaluation or interim attestation every 2.5 years (interim attestation), and performance evaluation or attestation shall be carried out every 5 years.

25. The requirements applicable during the term of office at the time of conclusion of the fixed-term employment contract shall apply to the interim evaluation and performance evaluation of lecturers and researchers. When conducting interim certification and certification for the first time, the requirements applicable during the term of office at the time of concluding the permanent employment contract shall apply, and on subsequent occasions, the requirements applicable at the time of the last certification shall apply.

CHAPTER IV ORGANIZATION OF WORK

SECTION I WORKING AND REST TIME

26. The structure of the workload of lecturers and researchers and the principles of accounting are established in the legal acts approved by the University Senate, amendments to which must be agreed with the Trade Union.

27. The standard working time for lecturers is 36 hours per 6-day working week with one day off, and for researchers, employees of the University's administrative structural units, and employees of academic units performing administrative functions – 40 hours per 5-day working week with two days off. per 5-day working week with two days off. If necessary, employees of the University's administrative structural units may be subject to summary working time accounting.

28. The structure and accounting principles of the workload of lecturers and research staff are established by the University's legal acts, the adoption and amendment of which must be agreed with the Trade Union. The proportions of the workload of lecturers may be changed in accordance with the procedure established by the University's legal acts.

29. The start and end of work, work schedules, and lunch breaks are established by the University's internal rules, the amendments to which must be agreed with the Trade Union.

30. An individual work schedule for an employee may be established by agreement between the employer and the employee. For an employee with an individual work schedule, breaks for rest and meals shall be established individually.

31. Lecturers must be given the opportunity to familiarize themselves with the semester study schedule no later than 1 week before the start of the semester. Schedules are drawn up based on data provided in advance by lecturers in questionnaires.

32. Lecturers have the right to agree with students on changes to the time, place, or form of classroom activities compared to what is specified in the schedule, in accordance with the applicable University regulations.

SECTION II HOLIDAYS FOR TEACHERS AND RESEARCHERS

33. Lecturers, researchers, and other positions whose work is considered pedagogical are entitled to 48 working days of vacation (if working 6 days a week) and 40 working days (if working 5 days a week), which are usually granted in July and August. At other times, vacation may be granted upon prior request by the employee.

34. Employees of the university's administrative structural units and academic units performing administrative functions are granted 20 working days of leave, which may be taken in parts, each of which must not be shorter than 10 working days. All leave shall be granted upon prior request by the employee.

35. Lecturers and researchers are entitled to creative leave of up to one year every five years of work to conduct or complete scientific research, improve their scientific and pedagogical qualifications, while receiving their average salary. Other employees are entitled to creative leave of up to one year to complete scientific work, textbooks, or dissertations. These employees may be paid their salary. The period of creative leave shall be included in the length of service for the purpose of determining continuous service at the workplace.

36. Employees of the University's administrative structural units and academic units performing administrative functions are granted additional annual leave for long-term continuous service at the University: employees with more than 10 years of continuous service – 3 working days, for each subsequent 5 years of service at the University – 1 working day.

37. Additional leave is added to annual leave and may be granted together or separately by agreement between the Employer and the employee.

38. In the cases provided for in the Labour Code, upon submission of a reasoned request by the employee, the Employer shall grant him/her unpaid leave, the duration of which shall not exceed the maximum duration provided for in the Labour Code for the respective reason for granting unpaid leave.

SECTION III IN-SERVICE TRAINING

39. Staff members shall be required to keep up-to-date with their qualifications and to participate in scientific conferences, symposia, training courses and seminars.

40. The employer must provide the conditions for the staff member's further training.

41. A staff member of the University who goes on a traineeship at the expense of the University shall be paid a salary at the fixed rate, but for no longer than 3 months. If the costs of the traineeship are paid for from other funds, the staff member shall be paid a fixed salary for up to 30 days and a fixed salary for the remainder of the traineeship, up to a maximum of 2 months.

42. In the event of seminars, conferences organised by the Trade Unions, members of the governing bodies of the Trade Unions shall be excused from work for at least 5 working days per year at a time agreed with the Employer, at a rate of at least 2 days' average pay.

SECTION IV BREACHES OF EMPLOYMENT OBLIGATIONS

43. Employees shall discharge their duties properly, perform their work in a quality and timely manner, and comply with the University's internal rules of procedure, the Code of Academic Ethics, the Staff Regulations and other University legislation.

44. In assessing a breach of a staff member's duties, the assessment should not be based on the staff member's qualifications: it should be based on the staff member's specific acts or omissions and on other facts that characterise the staff member.

45. The worker must be given the opportunity to explain in writing the circumstances of the incident within 5 working days before being given a written warning of the breach of his/her obligations. Where a second breach of employment is committed within 12 months, the employment contract may be terminated only if the employee has been warned of the possibility of such a termination within 1 month of the first breach.

46. Dismissal at the initiative of the employer for fault on the part of the employee must be carried out only in accordance with the provisions of the LC.

SECTION V PROVISION OF SAFE AND HEALTHY WORKING CONDITIONS

47. The Employer shall ensure healthy and safe working conditions for the employees of the University.

48. The safe working conditions of the University's employees shall be organised in accordance with the requirements of the normative legislation on occupational safety and health at work and other University legislation.

49. The employer shall provide workplaces and employees with safe equipment, devices, necessary and appropriate tools and equipment, and appropriate facilities for working and, where possible, living and resting areas. The University shall provide personal hygiene, living and rest facilities in accordance with the procedures laid down in the regulatory enactments.

50. The employer shall, in accordance with the procedures laid down by the University's legislation, oblige the heads of units to implement occupational safety and health measures. The persons responsible for occupational safety shall advise the heads of units on occupational safety and health and fire safety and shall monitor the implementation of occupational safety and health measures and compliance with requirements.

51. The safety officer shall provide general (induction) safety and health and fire safety briefings. The University's Farm Service's responsible staff shall provide occupational health and safety and fire safety briefings in the workplace.

52. The University's structural units shall be provided with first aid kits depending on the nature of the work, risk conditions and the number of people.

53. Employees have the right to refuse to work if the head of the unit does not take the necessary measures to protect the employee from potential health and safety risks (failure to provide training in safe working practices, failure to provide personal protective equipment, failure to provide collective protective equipment, failure of work equipment or emergency situations).

54. Employees undertake to:

54.1. know how to work safely, and be aware of and comply with occupational safety and health law the requirements of the health and safety at work legislation and the University's normative documents;

54. 2. not to work with equipment that is not in good working order and to immediately report such issues to their line manager;

54.3. inform his/her line manager of injuries sustained during work and other work-related health problems;

54.4. protect his/her own health and the health of other workers.

55. Workers who may be exposed to occupational risk factors at work must undergo periodic health checks. The employer shall ensure that workers who are required to undergo a health check receive a reminder. Advice on compulsory health checks shall be given by those responsible for occupational safety.

56. The time for compulsory health checks shall be included in working time. The cost of compulsory medical examinations shall be borne by the Employer in accordance with the procedures laid down by the University.

57. A staff member who refuses to undergo a health check-up at the prescribed time may be suspended from work. No remuneration shall be paid for the period of time during which the suspended staff member undergoes the medical examination.

58. The University's occupational safety and health legislation approved by order of the Rector shall be binding. They shall be communicated to employees by signature or by any other procedure established by the University.

59. The University shall comply with the policy on the protection of personal data. Personal data shall not be made public or disseminated. Employees shall be warned before surveillance or eavesdropping systems are installed in their working environment.

60. The employer undertakes to protect and not to disclose to third parties, without the knowledge of the employee, lectures or parts thereof, as well as supplements and other intellectual property products created in the course of his/her work, unless this has been agreed in advance and provided for in the contracts for the creation of such products.

61. Staff members shall undertake to protect and preserve the University's physical and intellectual property.

CHAPTER VI REMUNERATION SYSTEM

62. The Employer undertakes to ensure that all employees receive fair and competitive remuneration for the functions of their job.

63. The monthly remuneration of employees shall be determined from the State budget of the Republic of Lithuania and the University's own funds, within the limits of the salary fund approved in the University's programme estimates for the relevant year.

64. Salaries shall consist of a fixed salary (remuneration), a variable salary and lump sums. Salaries shall be paid in accordance with the procedures laid down in the University's legislation, the adoption and amendment of which shall be subject to the agreement of the Trade Union.

65. Staff members shall be paid in accordance with the procedure laid down in the LC for work in deviation from normal working conditions, overtime and night work, and for work on rest days and public holidays if not scheduled.

66. The remuneration of University staff and the procedure for calculating it shall be determined in accordance with the Description of Conditions of Employment of University Staff (hereinafter referred to as the 'Description').

67. Where officially published guidelines and descriptions of conditions for project funding from the EU and other international institutions specify specific conditions and rates of pay for work in a project, applications for project funding shall be based on the conditions and rates specified in these officially published guidelines and conditions.

CHAPTER VII STAFF INCENTIVES

68. Staff members may be promoted by means of cash bonuses:

69. a lump sum payment on the occasion of life anniversaries (50, 60, 70 years), up to a maximum of once a year, in accordance with the procedure laid down in the Staff Regulations.

70. The expression and form of the incentive shall not discriminate against employees on grounds of sex, age or any other grounds.

CHAPTER VIII SOCIAL GUARANTEES

71. University employees shall be paid a sickness allowance of the average salary set out in the Regulations for the first two calendar days of sickness coinciding with the employee's work schedule (with the exception of those caring for a family member and organ donors).

72. Free transport and other assistance shall be provided for the funeral of a University staff member or a member of his/her family as far as possible.

73. Where possible, the Employer shall cover the cost of University group events.

74. An employee whose financial situation is serious due to his/her own illness, the illness or death of a family member (spouse, child/adopted child, mother, father (stepmother, stepfather), natural disaster or loss of property) may be granted a lump sum from the University's funds, provided that the employee's written request is submitted and the relevant supporting documents are provided.

75. The University shall make funds available for the organisation of festive events for the children of staff members.

76. The University and the Trade Unions shall, as far as possible and by mutual agreement, support cultural, sporting and tourist activities and festive events for employees.

CHAPTER VIII TRADE UNION ACTIVITIES

77. The trade union shall be an autonomous organisation of employees on the basis of free choice.

78. The trade union shall, in pursuit of its objectives:

78.1. represent the interests of the members of the Trade Union and other employees in the labour relations committees set up by the University (at least one representative of the Trade Union shall be appointed to each committee);

78.2. monitor the Employer's compliance with the legal requirements;

78.3. monitor the University's social processes in the interests of social justice, participate in staff appraisals and competitions for publicly advertised positions (with at least one Trade Union representative appointed to the relevant committees);

78.4. disseminate information about its activities in writing, orally and by other means without hindrance;

78.5. set up committees and commissions in the units to organise and carry out its activities;

78.6. participate in the settlement of labour disputes: collective disputes shall be settled in accordance with this Agreement and the LC;

78.7. shall have the right to consult the annual estimates of the University's revenue and expenditure and to make proposals for the use of the University's funds.

79. The Employer shall contribute EUR 1 000 per year to the Union's account for its organisational activities.

80. The President of the Trade Union, the members of the Council and the members of the Audit Committee shall perform their duties during working hours. They shall be excused from work for at least 60 working hours per year to perform their duties. They shall retain their average salary for this time. In the event that the President of the Union, the members of the Council and the Audit Committee are lecturers, their workload shall be reduced during the current academic year as follows: 20 hours of contact teaching and 40 hours of other workload.

81. The members of the governing bodies of the trade union may not be dismissed at the initiative of the Employer or at the will of the Employer during the period for which they were elected and for a period of 6 months after the end of their term of office, and their minimum terms and conditions of employment may not be worsened in comparison with their previous minimum terms and conditions of employment or in comparison with the minimum terms and conditions of employment of other employees in the same category, without the agreement of the Head of the Territorial Department of the State Labour Inspectorate of the territory in which the employer's workplace is located, authorised by the Chief State Labour Inspector of the Republic of Lithuania.

SECTION IX FINAL PROVISIONS

82. The Agreement shall enter into force on the date of its signature and shall be of indefinite duration.

83. It shall be binding on the Parties and shall have the force of law.

84. The Parties shall have the right to request the opening of negotiations to amend this Agreement.

85. When a Party submits to the other Party a proposal for an amendment to the Agreement, it shall submit to the other Party a draft amendment drawn up by it and shall indicate the persons responsible for the matter.

86. Amendments or additions to the Contract shall be made in the same manner as the conclusion of this Contract.

87. The Contract may be terminated only in accordance with the procedure laid down by the laws of the Republic of Lithuania, as well as by agreement of the Parties. Either Party shall have the right to unilaterally terminate the Contract by giving the other Party at least 3 months' notice only if the other Party materially breaches the provisions of the Contract or the obligations assumed under the Contract.

88. Disputes concerning the performance or improper performance of the Contract, including its application or misapplication to employees and employers covered by it, shall be settled in accordance with the procedure established by the laws of the Republic of Lithuania.

Requisites of the Parties:

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Legal entity code: 300620787

Chairperson

Prof. Dr. Eglė Bilevičiūtė

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Rector

Prof. Dr. Inga Žalėnienė